

## AKSHAY VINIMAY LLP



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

### Work Order

### UNAPPROVED

Contractor Detail	WO Detail
<b>Contractor Name</b> <b>S K ENGINEERING &amp; CO</b> <b>Address</b> :30, Rafi Ahmed Kidwai Road, Kolkata - 700016 Contact No :                    , Email: PAN :No:                    ACLPU2730N GST No:                    19ACLPU2730N1ZX	<b>WO No.</b> 219 <b>Revision:</b> 0 <b>WO Date</b> 26/11/2024 00:00:00  <b>Valid Till:</b> 31/01/2025 <b>Company PAN No:</b> ABFFA1232L <b>Company GST No:</b> 19ABFFA1232L1ZJ <b>Project Name :</b> <b>THE CROWN</b> <b>Site Address</b> :12B, BELIAGHATA ROAD, KOLKATA - 700015

Communication/Billing Address	Site Address
AKSHAY VINIMAY LLP 12B, BELIAGHATA ROAD, Kolkata - 700015	12B, BELIAGHATA ROAD, KOLKATA - 700015  <b>Project Incharge:</b> 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 :** Providing & Installation of MS Trap Door and Trench Cover in meter Room at Ground Floor for the proposed Project "The Crown"

Sr.No	Item Description	Qty	Unit	Rate Rs.	GST %	Amount
1	<b>Miscellaneous Trap Door - MS Supply Fabrication &amp; installation</b>	3.00	NOS	13300.00	18 %	39,900.00
<b>Spc.</b> 6mm chequered plate, framing with 50x50x6 mm angle, fixing on RCC floor,with exhaust fan fitting, Grid size (900x1700 approx weight 110 kg), 8 or 10 mm, 200x100 conceal handle, proper cutting and fabricate as per size including all hardware & accessories 6mm Chequered plate including 1 coat of anti rust primer (Asian paint) In the Basement pump room						
2	<b>Miscellaneous Trench Cover - Supply Fabrication &amp; installation</b>	430.00	SQ.FT	990.62	18 %	4,25,966.60
<b>Spc.</b> 6 mm chequered plate, framing with 50x50x6 mm angle fixing on wall and RCC floor, Grid or each cutout size (600x600 approx weight 20 kg), 8mm 150x100 conceal handle, 1 coat of anti rust primer (Asian paint) proper cutting & fabricate as per size including all hardware & accessories. In the Electrical Meter Room at Ground Floor						

	<b>Contract Amount (A)</b>	<b>4,65,866.60</b>
	<b>Input CGST%</b>	<b>41,927.99</b>
	<b>Input SGST%</b>	<b>41,927.99</b>
	<b>Total GST (B)</b>	<b>83,855.98</b>
	<b>Total Service Tax (C)</b>	<b>0.00</b>

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	<b>TDS Amount(D)</b>	<b>4,658.67</b>
	<b>Retention Amount</b>	<b>23,293.33</b>
	<b>Total (A + B+C-D)</b>	<b>5,45,064.00</b>

**AMOUNT IN WORDS:**RUPEES FIVE LAC FORTY-FIVE THOUSAND SIXTY-FOUR ONLY.

**Contractor Remark**

Dear Sir,

We are pleased to place an order for Supply & Installation of MS.Trap Door Cover and MS Trench cover and for our project THE CROWN at 12B, BELIAGHATA ROAD, KOLKATA.

**CONTRACTOR'S SCOPE OF WORK**

Execution the entire Supply & Installation, of the MS.Trap Door Cover and MS Trench cover as per the requirement & conforming the relevant IS code for Material and as per the desired Specification, for buildings comprises 2 nos. G+18 & 1 no. G+17 towers, details given in Annex I.

**RATES**

Rates are All inclusive and deemed to be included any and all costs related to the Design, Sampling & manufacture , transportation , loading , unloading , installation testing and all other ancillary goods and services.

For the Entire Work the rates have been enclosed in Annex I along with the detailed BOQ & scope of work.

This is a Lump Sum contract. After Negotiation the entire scope of work has been decided at a lump sum amount of Rs.4,65,867.00 for (Supply and Installation).

This rate is applicable provided the work is completed on time and within the agreed upon schedule as per total project work.

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.

Minor Design changes as per site condition & consultation recommendation is included and no extra amount will be paid for the same.

The rate is all inclusive Including but not limited to all

Labour & Supervision and related & ancillary costs.

All consumables and all material to be supplied by you including, transportation, security, loading, unloading of inward and outward materials.

Handling. Storage / safekeeping of all materials

All Equipment that may be needed including maintenance and repair of the same

Site Safety and cleaning related to your work. ( including clearing any debris from site)

All applicable taxes other than GST, levies, royalties etc. GST shall be paid extra as applicable.

**MATERIAL TO BE SUPPLIED FOR THE WORK**

Supply of Materials under Client's scope of work and contractors scope of work are detailed in Annex II of this work order.

Material shall be supplied proportionally as per progress of work.

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 the said permissible limit of 2% will be recovered at actual cost of our total procurement cost from your bills.

You will review and approve the BOQ/BOM that will be required for completing the contact. In case the actual consumption (Plus or Minus) is beyond 3% of the mutually approved BOM then the same shall be debited to your account at actual cost of acquisition and transport of the same.

Material Custody- All Materials that are under the scope of the Client shall be immediately issued & handed over to the Contractor once it is being delivered to the site and GRN has been made by the Client.

Material Godown shall be provided by the Client at site, safe guard of the materials shall be solely borne by the Contractor

Unloading of the Material to be done by The Contractor, once it is being delivered to the site by the Client.

**MEASUREMENT & PAYMENT**

Supplier shall submit a list of all the materials that are being delivered at the site which shall be checked & countersigned by both Contractor/Supplier's representative and Client's Site Engineer or

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Engineer-In-Charge.

Payments shall be made for work completed after adjusting for any advance , retention etc as per the payment schedule given in Annex III.

Payment will be made based on a joined measurement sheet duly signed by our and the contractors representatives .

Large void area if any will not be considered.

All bills should be submitted only to our office in #1003, Krishna Building, 224 AJC bose road, Kolkata 700017 or via email to avllp.bill@transways.co.in

#### WORK COMPLETION TIMELINE

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

#### COORDINATION & APPROVALS

Daily coordination to be done with Mr. Sujan Ray +919831012016.

For Daily and Site Level coordination our contact person is :- Atanu Banerjee +91 75950 93148 (abanerjee@transways.co.in)

For Approval our contact person is Mr. Chandranath Desarkar +91 76040 60484 (cndsarkar@transways.co.in)

#### TAXES

The rate is excluding GST, which is extra as applicable.

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Mandatory taxes, such as TCS,TDS, Works contract tax, etc. (whichever is applicable) are inclusive and no extra money shall be paid on his account.

The rate is inclusive of all taxes and duties and nothing extra is payable by us. Statutory taxes/deductions as applicable will be deducted from your bill.

#### DEFECTS LIABILITY PERIOD :-

The defect liability period should be 3 years from the date of successful handing over of the scope of work covered under this Contract.

#### TOOLS & EQUIPMENT

You shall provide ALL Equipment , Tools and tackles as may be needed to complete the execution of the works other than 'Man Hoist' which shall be within our Scope.

All plant and equipment brought on to the Site by you such as scaffolding, lifting tackle, mechanical or electrically powered equipment etc., if any must be of sound condition and properly maintained and will be liable for inspection by us. You are responsible for ensuring that all required calibrations and / or statutory inspections of equipment and machines are carried out and that documentary evidence of such calibrations and inspections are available on the Site. Any damage caused by malfunctioning equipment shall be to your account.

It is your responsibility to keep all your bought-in materials, tools, equipment etc. safe at our site and at your own risk and responsibility. We are not responsible for any loss or pilferage or damage of your materials, tools, equipment etc.

#### FACILITATIONS & UPKEEP

Water for drinking purposes KMC and Potable Borewell water will be given / construction and electricity for doing work shall be provided on chargeable basis at one point.

We will provide suitable space in our site premises for your office, store(should be made by AVLLP), labour Hutment, if required, which you may build and remove on completion of contract.

You will be wholly responsible for their proper upkeep including daily cleaning of toilets /urinals.

#### HOUSEKEEPING

Instructions related to house-keeping should be observed strictly. You shall, when required by us, carry away excavated and other unwanted material/debris arising from the work and shall from time to time, as work progresses, remove all surplus material, temporary erections, etc. and shall on completion of the Works leave the site clear and tidy to our satisfaction. During monsoon and other periods it shall be your responsibility to keep the construction zone free from accumulated water at your own cost including the access up to the all point of site. Adequate measures for prevention of Diseases such as malaria Dengue Covid 19 shall be taken by you to our satisfaction and in compliance with all applicable norms.

We may, at any time, instruct you at your own expense to:-

remove from the site any materials which, as per our opinion, are not in accordance with the contract, unsafe, or are not placed to our reasonable satisfaction;

substitute proper and suitable materials;

Remove and properly re-execute any work which in respect of materials or workmanship is not in accordance with the work scope of contract, or is not to our reasonable satisfaction.

We are entitled to employ and pay other contractors or person(s) to carry out instructions pursuant to aforesaid conditions at your risk if you don't do so within a reasonable time and you shall pay to us the cost thereof.

#### SAFETY

Safety is of utmost importance to the execution of the contract. The Contractor shall take all measures to ensure a safe and secure work environment.

You are responsible for compliance by your workmen to follow all current safety and security policies of the site as communicated to you, in writing or verbal, from time to time. You or your authorized representative shall attend all safety meetings convened by our site engineer / safety supervisor.

You shall execute the work safely and in accordance with good engineering and construction practice and applicable regulations and to the reasonable satisfaction of our site / Project Manager.

All preventive measures & guidelines for avoiding infection of COVID-19, issued by H&FW

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Department, Govt. of West Bengal should strictly be followed  
If required you shall prepare a safety SOP for the site and ensure that all your engineers/supervisors/labour/staff are adequately informed and trained to follow the same.  
You shall be responsible for providing your workmen with all necessary personal protective clothing and equipment appropriate for the tasks being undertaken. Our instructions, in this respect, should be followed strictly. However, finding your failure to follow our instruction, verbal and in writing, we may, at our own discretion, supply the required safety appliances / PPE to your workmen and deduct the full cost from your bills.  
There shall be a penalty of Rs. 500/- or any higher amount per person per shift on violation of the safety rules & regulations.  
You shall take every care to ensure that all your employees and workmen are always in sober and alert condition during their presence at site. If any of your employees or workmen are found in an intoxicated / inebriated condition, he / she shall be immediately turned away and shall not be allowed henceforth to enter our project site.  
You shall employ/engage labour on the site after all necessary due diligence and will ensure that you are in compliance with all applicable laws. You shall specifically ensure that no minors/pregnant women are employed at the site.  
You and your workmen shall comply fully with all statutory obligations, laws and regulations in force from time to time relating to the works and shall indemnify to hold us harmless against any claims or proceedings arising out of any breach of such obligations, laws or regulations by you and your workmen during completion of work and thereafter. No payments shall be made to you related to aforesaid or any other matter related to compliances.  
You shall immediately, upon learning of any accident, injury, damage or loss in which it is involved on the Site:  
give us verbal and written information thereof ; and  
Immediately, upon receipt of any writ, summons or other proceedings arising out of such accident, injury or damage which may be commenced against you or any of your workmen, notify us verbally and in writing.  
By accepting terms of this order, you hereby indemnify to hold us harmless and defend from any citation, fines or penalties or any compensation of whatsoever, imposed on us by any corporate, firm, individual, any state or local agency or authority concerned over workplace safety relating to or arising from your work performed. We have full right to deduct such payment from any amounts due to you or claim the payment recovery from you.

#### ADEQUATE MANPOWER/ WORKFORCE

You will be responsible for ensuring that adequate manpower as required and finalized is available at the site.  
You will ensure that you will employ adequately experienced supervisors, engineers as may be required to supervise and direct the works you will employ personnel to ensure that all safety and quality standards are properly adhered to at all times.  
In case we feel that manpower is not adequate you shall immediately take steps to ensure that additional manpower is added. Our assessment in this regard shall be final.

#### Advance Remark

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We may, at any time, instruct you at your own expense to:-

remove from the site any materials which, as per our opinion, are not in accordance with the contract, unsafe, or are not placed to our reasonable satisfaction;

substitute proper and suitable materials;

Remove and properly re-execute any work which in respect of materials or workmanship is not in accordance with the work scope of contract, or is not to our reasonable satisfaction.

We are entitled to employ and pay other contractors or person(s) to carry out instructions pursuant to aforesaid conditions at your risk if you don't do so within a reasonable time and you shall pay to us the cost thereof.

#### SAFETY

Safety is of utmost importance to the execution of the contract. The Contractor shall take all measures to ensure a safe and secure work environment.

You are responsible for compliance by your workmen to follow all current safety and security policies of the site as communicated to you, in writing or verbal, from time to time. You or your authorized representative shall attend all safety meetings convened by our site engineer / safety supervisor.

You shall execute the work safely and in accordance with good engineering and construction practice and applicable regulations and to the reasonable satisfaction of our site / Project Manager.

All preventive measures & guidelines for avoiding infection of COVID-19, issued by H&FW Department, Govt. of West Bengal should strictly be followed

If required you shall prepare a safety SOP for the site and ensure that all your engineers/supervisors/labour/staff are adequately informed and trained to follow the same.

You shall be responsible for providing your workmen with all necessary personal protective clothing and equipment appropriate for the tasks being undertaken. Our instructions, in this respect, should be followed strictly. However, finding your failure to follow our instruction, verbal and in writing, we may, at our own discretion, supply the required safety appliances / PPE to your

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workmen and deduct the full cost from your bills.  
There shall be a penalty of Rs. 500/- or any higher amount per person per shift on violation of the safety rules & regulations.  
You shall take every care to ensure that all your employees and workmen are always in sober and alert condition during their presence at site. If any of your employees or workmen are found in an intoxicated / inebriated condition, he / she shall be immediately turned away and shall not be allowed henceforth to enter our project site.  
You shall employ/engage labour on the site after all necessary due diligence and will ensure that you are in compliance with all applicable laws. You shall specifically ensure that no minors/pregnant women are employed at the site.  
You and your workmen shall comply fully with all statutory obligations, laws and regulations in force from time to time relating to the works and shall indemnify to hold us harmless against any claims or proceedings arising out of any breach of such obligations, laws or regulations by you and your workmen during completion of work and thereafter. No payments shall be made to you related to aforesaid or any other matter related to compliances.  
You shall immediately, upon learning of any accident, injury, damage or loss in which it is involved on the Site:  
give us verbal and written information thereof ; and  
Immediately, upon receipt of any writ, summons or other proceedings arising out of such accident, injury or damage which may be commenced against you or any of your workmen, notify us verbally and in writing.  
By accepting terms of this order, you hereby indemnify to hold us harmless and defend from any citation, fines or penalties or any compensation of whatsoever, imposed on us by any corporate, firm, individual, any state or local agency or authority concerned over workplace safety relating to or arising from your work performed. We have full right to deduct such payment from any amounts due to you or claim the payment recovery from you.

#### ADEQUATE MANPOWER/ WORKFORCE

You will be responsible for ensuring that adequate manpower as required and finalized is available at the site.  
You will ensure that you will employ adequately experienced supervisors, engineers as may be required to supervise and direct the works you will employ personnel to ensure that all safety and quality standards are properly adhered to at all times.  
In case we feel that manpower is not adequate you shall immediately take steps to ensure that additional manpower is added. Our assessment in this regard shall be final.

#### **Contractor Payment Terms**

#### BILLING & PAYMENT

Payments towards running bills shall be made on a monthly basis based as per the agreed upon terms.  
You shall submit all running bills in duplicate.  
All bills should be strictly submitted only to our admin office at  
#1003, 10th floor, Krishna Building, 224 AJC Bose Road, Kolkata 700017.  
alternatively a hard copy can be emailed to [avllp.bill@transways.co.in](mailto:avllp.bill@transways.co.in)  
Bills should be submitted along with all relevant certificates and measurement sheets etc as may be required.  
Contractor shall mandatorily submit proof of compliance of all statutory requirements, payments of taxes as required along with the bill.  
Method of measurement will be as per relevant BIS codes & PWD specifications (as applicable). In case there is any discrepancy between the measurements as done by the company and the contractor a joint measurement shall be undertaken. Cost of which shall be shared equally by the Contractor and the Company  
Payment shall be made as per the agreed upon payment Schedule. Break has been details in Annexure III  
Retention shall be deducted @ 5% from your every bill and the same will be released, without interest, after 12 months from the date of virtual completion certificate issued by us of the entire work done under this contract. however your “Defect Liability Period/warranty” will continue for 60 months. (In case any defects in the work develop before the expiry of this period, you, after receiving notification from us, shall rectify the defects at your own cost and shall make your own arrangement to provide all materials including free issue materials, labour, equipment and any other appliance required in this regard. In case even on due notification by us, you fail to rectify the

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defects, we, then, reserve the right to rectify the defects by another contractor and recover the cost incurred from you).

Payments shall be made for work completed after adjusting for any advance, retention etc etc.

All Statutory Deductions like TDS, STDS, etc. will be made from your RA / Final bills at prevailing applicable rates.

As per existing company policy you will provide WC & CAR Policy of your own company.

The final payment will be made after fulfillment of statutory and other liabilities from your end.

#### SPECIFICATIONS, QUALITY, WORKMANSHIP

The detailed specifications given hereinafter are for the items of works described in the schedule of quantities/general guidelines in drawing/issued drawing attached/supplied with respect to schedule, and shall be guidance for proper execution of work to the required standards.

It may also be noted that the specifications are of generalized nature. and these shall be read in conjunction with the description of item as per Nomenclature, drawings, Legends etc.

The work also includes all minor details of construction which are obviously and fairly intended and which may not have been referred to in these documents but are essential for the entire completion in accordance with standard Engineering practice.

Unless specifically otherwise mentioned, all the applicable codes and standards published by the Indian Standard Institution and all other standards which may be published by them before the date of receipt of tenders, shall govern in all respects of design, workmanship, quality and properties of materials, methods of testing, method of measurements etc. Wherever any reference to any Indian standard Specifications occurs in the documents relating to this contract, the same shall be inclusive of all amendments issued there to or revisions thereof, if any, upto the date of receipt of tenders.

In case there is no I.S.I specification for the particular work; such work shall be carried out in accordance with the instructions in all respects, and requirements of the Engineer-in-Charge. Wherever any Indian Standard Specification occurs in the documents relating to this contract, the same shall be inclusive of all amendments issued there to or revisions thereof, if any, upto the date of receipt of tenders.

Samples of various materials, fittings etc. proposed to be incorporated in the work shall be submitted by the contractor for approval of the Engineer-in-charge before order for bulk supply is placed.

The contractor shall take instructions from the Engineer-in-Charge regarding collection and stacking of materials in any place. No excavated earth or building materials shall be stacked on areas where other buildings, roads, services, compound walls etc. are to be constructed.

The contractor shall maintain in perfect condition all works executed till the completion of the entire work awarded to him. Where phased delivery is contemplated, this provision shall apply to each phase.

The contractor shall clear the site thoroughly of all scaffolding materials and rubbish etc. left out of his work and dress the site around the building to the satisfaction of the Engineer-in-Charge before the work is considered as complete.

Post construction inspection and testing: After completion of the work and during maintenance period liability of the contractor, the work shall also be subjected to 'Post construction inspection and testing'. In case the materials or articles incorporated in the work are found to be inferior, though the sample collected for the same might have been passed at the time of execution, it shall be the responsibility of the contractor to replace the same at his own cost, failing which the Department may rectify the same at the risk and cost of the contractor or Department may accept the work as sub-standard, and cost be adjusted from the outstanding security deposit, as per the terms and conditions of the contract for the work.

In case any difference or discrepancy between the specifications and the description in the schedule of quantities, the schedule of quantities shall take precedence.

#### DRAWINGS/ PLANS

You will satisfy yourself with all relevant drawings that are required for completing your work. This is to be done in advance of when the work is to be started .

No delay shall be allowed due to "incorrect" / Incomplete" drawings. In case there are any drawings/details missing the same should be brought to our notice immediately when drawings are shared with you before the start of work.

The work is to be carried out in accordance with drawings issued by the Engineer-In-Charge /

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Employer including the specification, the schedule of quantities and any further drawings, directions or instructions which may be issued by the Engineer-In-Charge / Employer from time to time. All such drawings, directions, instructions shall form part of this contract.

All plans, drawings, specifications and other documents provided by us to you shall remain the property of us and forthwith upon completion of the work (or sooner determination of the Contract) shall be returned to us in good condition. No such plan, drawing, specification or other document nor any copy thereof shall be shown nor its contents disclosed to any third party, nor shall it be copied or used for any purpose other than for the works under this contract.

**Contractor Payment  
Terms Level 1**

**TERMS AND CONDITIONS**

Work on Sundays, Holidays and during night hours. - Contractor will be allowed to work on Sundays, holidays and during night hours without obtaining the prior written approval of the Developer, but in no case will any extra costs or charges to the Contractor be allowed for such work. Please note that the Developer's Site Engineer should be informed if the Contractor wishes to work on Sundays, holidays or during night hours. All necessary arrangements such as light & water which are required to work at night shall be done by the contractor himself at his own cost. All such work should be carried out under the supervision of the Developer's Site Engineer.

Incomplete work. - If the Contractor cannot complete certain items of work as per the Work Schedule due to some unavoidable hindrance or circumstances then, the Contractor should give a written report of such problems to the Developer's Site Engineer. The Contractor should apply for extension of time to the Site Engineer 3 days before the date of completion of that particular item. The Developer's Site Engineer may grant such extension with consent from the necessary authorities.

Action and compensation payable in case of bad work. If any work is found to have been executed by the Contractor with unsound, imperfect, or unskilful workmanship not in accordance with the specification, then the Contractor shall make good the defects in work at his own expense. If the Contractor fails to do so within a period as specified by the Developer's Site Engineer, then the Contractor shall be liable to pay compensation. The Contractor will be liable to pay to the Developer compensation for the materials supplied by the Developer and used in the construction.

Engagement of Technical personnel: Contractor has to appoint at least one qualified Supervisor at site who will maintain all work, progress registers, measurement register, material register, which the Developer's Site Engineer or Architect/Project consultant may inspect from time to time. The Contractor and his Supervisor and 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.

Mobilization: The contractor should mobilize immediately. Any Advance if given shall be adjusted with the bills received in the agreed upon manner.

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.

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.

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.

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.

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

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

Employee Provident Fund Act 1952

Contract Labour Act (Regulation and Abolition Act 1970)

Minimum Wages Act 1948.

Payment of Wages Act 1936.

Workmen compensation Act 1923

Factories Act 1948

Apprenticeship Act 1961

Family Pension Act 1952 and

Other relevant Acts as applicable.

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.

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.

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.

## **Contractor Payment Terms Level 2**

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.

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.

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.

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.

Idle labour: No claim for idle labour would be entertained under any circumstance.

Power & Water: Water and electricity will be provided at one point on a chargeable basis and such charges will be recovered from the successive RA bills of the contractor. Distribution system will be at the sole responsibility and expense of the contractor.

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

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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.

Protection from Damage : The Contractor shall protect and guard all electric & telephone pipes, 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.

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.

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.

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.

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.

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

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.

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

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.

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.

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.

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

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.

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

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.

Disputes :- All disputes and differences, if any, arising out of or relating to this Contract shall be

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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.

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

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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