



Work Order

WO No. WO -ATVPL-ITP-MH -2023 - 038

Civil

WO Date 11/09/2023

WO Revision

0.00

WO Revision Date

11/09/2023

To,
SARIKA INFRATECH

7/1A, MANGADEWADI, KATRAJ, PUNE -
411046

Contact No : 9822057289
Email: sarikainfratech1982@gmail.com

PAN :No: ABSFS0335H
GST No: 27ABSFS0335H1ZY
Valid Date: 31/12/2023
Com. Date: 11/09/2023

Company Name :
Ashdan Township Ventures Private Limited
ASHDAN TOWNSHIP VENTURES PRIVATE LIMITED
8th Floor, OFFICE NO 801, Chordia Group, MUMBAI
BANGALORE
HIGHWAY, BANER, Pune, Maharashtra, 411045
Site Name : ITP Mahalunge
Site Address : ITP Mahalunge, Located near Kul Ecoloch Society
near Nanded Balewadi Road Pune Maharashtra
411045
PAN : AACCK7870M
GST No: : 27AACCK7870M1ZX

Subject : WO for PQC Road at ITP Mahalunge

Site Contact Person Mr. Mangesh Satpute (GM) : 9021763947

Dear Sir,

This has reference to your offer submitted to us for ITP Mahalunge project and our subsequent negotiation meetings, we are immensely pleased to confirm our intention of awarding the captioned subject work to your esteemed organization on the techno-commercial terms & conditions cum stipulations broadly depicted hereunder in the succeeding paragraphs.

Sr.No	Item Description	Qty	Unit	Rate Rs.	GST%	Amount
1	M40 grade PQC 250mm thick etc complete a M40 grade PQC 250mm thick etc complete as per instruction Specification :	720.00	Cu.Mtrs	7,600.00	18	54,72,000.00
2	DLC 100mm thick etc complete DLC 150mm thick Specification :	288.00	Cu.Mtrs	5,810.00	18	16,73,280.00
3	Dowel Bars MS 32mm diameter round bars 6 P&F Dowel Bars 32mm Specification :	6,070.04	Kg	130.00	18	7,89,105.20
4	Tie Bars Tor 12mm without epoxy paint P&F Tie Bar 12 mm Specification :	3,273.60	Kg	90.00	18	2,94,624.00
5	Providing and fixing LDPE Sheet 125 Micr LDPE Sheet 125 micron Specification :	2,880.00	SQM	55.00	18	1,58,400.00
6	Longitudinal, Transverse Cutting of groove Groove Cutting	1,240.00	Rmt.	110.00	18	1,36,400.00

	Specification : Longitudinal and Transverse cutting of Grooves size - 4mm by 45 mm deep					
7	Polysulphide Sealent filling in grooves Polysulphide Sealant-25mm thk.(L+M) Specification :	1,240.00	Rmt.	70.00	18	86,800.00

				Contract Amount (A)	86,10,609.20
				CGST 9% RD	7,74,954.83
				SGST 9% RD	7,74,954.83
				Total GST (B)	1,549,909.66
				Total (A + B)	1,01,60,519.00

AMOUNT IN WORDS:

RUPEES ONE CRORE ONE LAC SIXTY THOUSAND FIVE HUNDRED NINETEEN ONLY.

WO Terms And Conditions :

- 1.General :** Any dispute arising out of Local conflict shall be the sole responsibility of the Contractor & the consequences arising out of the same shall needs to be effectively handled by the Contractor including necessary interaction to be made With Local administrative authorities, an aid for its settlement, etc. complete.
- 2.Definations as applicable to this contract :** Owner / Employer shall mean M/s. Ashdan Township Ventures Private Limited. and shall include their legal representatives, assigns or successors. Contractor shall mean M/s. Sarika Infratech and shall include their legal representatives, assigns or successors.
- 3.Duration of Work :** Time is the essence of this Contract. Contractor shall complete the entire scope of work within mutually agreed period i.e., within 120 days from the date of readiness & handover the site to the Contractor for Work.
- 4.Payment terms :** 15 Day RA Bills and Payment within 30 days on submission of corrected invoice from site. Bill for 70% of material value shall be submitted immediately upon material delivery for materials which are to be consumed in next 60 days. This Payment against this material bill shall be paid within 15 days from receipt. This Material advance shall be applicable only for Steel, Concrete, Hume Pipes, HDPE Pipes, and other such major materials. Reconciliation of the Material Advance shall be done in the next 2 RA Bills

Full & Final Bill - Payment shall be made against Tax invoice as per terms below;
 Period of honoring Final Bill in days : 45 days from the date of Bill certification. Period of Bill honoring shall be effective from the day contractor's corrected bill reaches account department along with signoff COP.
 The Contractor shall have also to submit the relevant proofs of the payments made towards the Statutory Compliances like Labour Taxes, PF, ESI and the entities as stated under the clause 12 below

- 5.Mode of Measurement :** As per the actual work done on site ; The payments of the bill shall strictly be made in accordance with the provisions made therein IS 1200 with its latest applicable governing version.delivery with its Installation and Completion of work.

- 6.Water & Electricity :** Electricity – both for the works & Labour Camp : Contractors scope.
 > Water – required water for the Works & Labour camp purpose One-point supply in Owner's Scope & its further distribution as per site requirement shall be in Contractors scope. Drinking water & its storage in Contractors scope
 > De-watering if any will be in Contractors Scope and should be done as instructed by EIC.

- 7.Safety :** Contractor shall ensure that all your Workmen are provided with adequate safety equipment (i.e., PPE – Personal Protective Equipment's with full body harness – which shall largely comprise of IS branded Safety belts, Helmets, etc.) While working Any injury or accident caused to your Workmen will be your sole responsibility and the Consultant(s) / Owner(s) shall not be held responsible for the same.

- 8.Quality :** The Contractor shall strictly adhere to & comply to the quality desired by the Owner and failing to which the Owner reserves right to take the necessary actions including the levy of debits, etc. or as deemed suitable by the Owner. Any inferior quality work as pointed out from time to time by EIC shall be made good by the Contractor at his own expenses & no extra payment shall be made to the Contractor for such activity. All the works to be executed shall be strictly as per the Item Specification, Material Specifications and as per mentioned by the Owner & no deviations in the same shall be accepted.

- 9.Labour :** a. Labour Laws prevailing at present and brought in force from time to time by the Central / State Government for safe guarding the interest of Labours including basic statutory things such as PF, ESIC, CESS, etc. shall be strictly observed by you followed by submission of challans to the Owner as a token of proof of payment as and when demanded.
 As per the Contract Labour Act (Abolition & Regulation Act, 1970), you must apply & obtain Labour License from the office of Deputy Labour Commissioner by way of taking Form-V and copy of Certificate of Registration (R. C.) from Owner Office & the copy of the same shall needs to be submitted to us within the

period of site establishment & onward commencement.

Also, it is mandatory and binding upon the contractor to periodically submit copies of insurance policies, Licenses, proof of payments made towards applicable taxes, royalties, patents, etc. to the Owner's Contract administration team.

b. Work carried out by you in the Site area shall be executed carefully as per instructions from Owners EIC. The entire site area would be kept always in orderly manner so as to ensure (24 X 7) accessibility for both Men & Machinery & shall also exercise due care to prevent any dilapidation to existing structures and services including access Roads while carrying any operation related with awarded scope of work & shall also obliged to maintain harmony amongst the team of all workmen deployed at the work site.

c. No Child Labour will be allowed to work within the site premises. In case of any consequences related to this point, Contractor must comply with the concerned departments.

10. Indemnity : The Contractor shall indemnify the Owner with his complete Site Staff & staff at the back office as well and hold them harmless against all claims arising out of royalties of materials, taxes and patents payable by the Contractor, compensation payable by the Contractor to their sub-Contractors / personnel, etc. and losses, damages occurred to third party due to Contractors act of sheer negligence or carelessness , accidents/ fatal accidents or any other cause connected with the execution of work under this awarded contract till the defect liability period as stated herein below is over.

11. Insurance and Statutory Compliance : Workmen Compensation, CAR Policy, insurance of Workmen, third party liability insurance cover and all other relevant insurances including Strict observance of PF+ ESIC and labour laws as deemed applicable to this contract shall be under the scope of the Contractor.

12. Jurisdiction : All disputes arising out of or in connection with this Work Contract shall be deemed to have arisen at Pune and only Courts in Pune shall have an exclusive jurisdiction to determine the same.

13. Liquidated Damages: In the event of failure of Contractor to complete the mutually agreed activity within the stipulated time period due to reasons solely attributed to the Contractor, the contractor shall be liable to pay a liquidated damage per

Delay days per Milestone as per the mutually agreed Schedule by both the Parties which is recorded by Client's Site in Charge at the rate as mentioned below ;

1) Liquidated Damages against delay in overall Completion of work – Rs.10,000 per delay days.

2) Delay in submission of project related Deliverables will also be considered to apply delay penalty. Maximum limit for above charges will be (+/-)5% of work order cost before taxes.

14. Force Majeure : For the purpose of this Contract, a force majeure event shall mean an event like An act of god or events beyond the reasonable control of the affected party which could not have been expected to occur, exceptionally adverse weather conditions, lightning, earthquake, cyclone, flood, volcanic eruption, landslide or fire which prevent the Party claiming force majeure ('affected party') from performing its obligations under this Contract and which act or event is

a. beyond the reasonable control of and not arising out of the fault of the affected party and

b. the affected party is unable to overcome such act or event by exercise of due diligence, reasonable efforts, skill, and care and

c. has a material adverse effect on the Work.

15. Defect Liability Period : The defect liability period shall be 18 calendar months (which shall include one monsoon) starting from the date of handing over and upon issuance of completion certificate by owners EIC

16. Termination : In the event if the Contractor categorically fails to satisfy the Owner's EIC / Principal Contractor with regards to overall quality of the work executed / being executed, deployment of resources in adequate numbers, overall speed of the work & finally about overall completion of the Project, etc. then the Owner reserves the full rights to terminate the contract without assigning any reason by issuing termination 2 no's (two) notices each of 7 days in advance.

On such termination, Contractor should be obliged to stop the work and vacate the premises within the stipulated time frame and the Owner is obliged to pay the dues in such stipulated time as agreed by the contractor & towards the work executed till date.

17. Retention : 5% Retention shall be deducted from each R.A. Bill / Payment and same shall be withheld till Defect liability period and as per instruction by the EIC of Owner.

18. Others : Total performance guarantee shall be 5% of Total contract value (before taxes) 5% of the Contract Value shall be held towards Performance Gaurantee from 1st RA Bill upto completion of one Monsoon. a condition precedent to the due & punctual performance and fulfill its contractual duties, liabilities & obligations complete and strictly in accordance with the terms & conditions of the contract established therein. If for any reason whatsoever, the contractor fails to perform its obligations and duties within the contractual time frame & according to the contractual terms & conditions, the Owner shall have an exclusive and unfettered right to recover the amount of said performance guarantee as an ascertained sum legally due to the Owner through a summary civil procedure and contractor shall not have any right to defend the said ascertained sum - referred herein above – payable to the Owner.

All the disputes arising out of this Contract shall be arbitrable. Arbitration shall be applicable in accordance with the Arbitration & Conciliation Act 1996 of India and / or any statutory modification thereof. The reference to arbitration shall be to an arbitral tribunal consisting of three arbitrators. Each party hereto in the

agreement shall appoint one arbitrator and such two appointed arbitrators shall appoint the third arbitrator.

Approved by digitally with the concern of

Name	Date/Time	Current Status	Remarks
Contracts Head(Santoshkumar Jangir)		Approved	Approved

**Riteish
Pimpalgaonkar**

Auditor

For Ashdan Township Ventures Private Limited

For SARIKA INFRATECH

Created By

Approved By

Authorized Signatory

Authorized Signatory

11/09/2023 11:26:3

05/10/2023 18:03:35