

Office: Road No.8, Vishrantwadi Airport Road, Adarsh colony, Tingre Nagar, Pune- 411032 Phone No: +91 96238 78731 | Email id: estimation@choicegoodwill.com

#### WO NO: GOODWILL VERVE / WELL CLEANING WORK -01

Date:14/09/2023

M/s.	: DNYANESHWARI CONSTRUCTION
Address	: Loni Kalbhor, Near Shrimant Ambernath Mandir, Taluka Haveli, Pune-
Kind Attn.	: Mr. Namdev Pawar
Contact No	: 9822670093 / 9552932922
PAN No.	:

### ARTICLE: 1 PREFACE

- 1.1 Work Order for "Well Cleaning Work" Services on (Labour Basis) for proposed residential project for M/s. Choice Lifestyle Developer- Site "Goodwill Verve" Sr.no. 35/36, Opposite Venkatesh Graffiti, Manjari Road, Keshav Nagar, Pune -411036.
- 1.2 MR. AMIT ASHOK AGRAWAL (hereinafter referred to as "DEVELOPER")
- 1.3 **M/S. DYANESHWARI CONSTRUCTION** (hereinafter referred to as "CONTRACTOR") The Contractor will be responsible for execution of the all the work in accordance to this "Work Order", in particular the detailed in annexure.

## ARTICLE: 2 SCOPE & PERFORMANCE OF WORK CONTRACTOR

- 2.1 In general, the scope of the Contractor will include the provision of (Labour Basis) for the Well Cleaning Work for Goodwill Verve as discussed and defined in quotation.
- 2.2 Electricity for **Well Cleaning Work** will be provided by the Developer. In case of construction activities after dark proper permission will be taken from the Developer representative, after displaying proper arrangement for the same. Permission of construction works at night will be totally at the discretion of the Builder and the request for same may be refused.
- 2.3 Labor Camp: Labor camp will be set up by the Contractor, as per the PBAP rules and regulations, i.e. No bamboo and chatai. Electricity and water supply for labor camp will be provided by the Developer, arrangement for the same to be made by the Contractor (Developer will provide one main supply point, further distribution will be done by the Contractor, Contractor to employ one gualified Electrician for safety

Contractor's Signature

**Developer's Signature** 



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- and proper wiring within the labor camp). No labor will be allowed to live within the premises of the project.
- 2.4 No cleaning activities will be carried out without responsible contractor representative on site.
- 2.5 Contractor will be responsible for the safekeeping of his own material. The Developer will not be held responsible for any losses in terms of theft of otherwise.

### ARTICLE: 3 COMPENSATION FOR CONTRACTOR'S WORK

- 3.1 For all the works described in this order, a fixed and firm compensation at **Rs.98,000/- In Words Rs. Ninety-Eight Thousand Only** shall be given to the work contractor. The above Compensation shall include all taxes and duties& excludes GST.
  - The Developer, if applicable, will deduct any Tax, at source as per prevailing provisions of the law.

#### ARTICLE: 4 SAFETY & GENERAL RESPONSIBILITIES

- 4.1 Contractor's personnel deputed for the Work shall comply with all rules & regulations including the safety procedures prevailing at Site/ Office and shall be medically fit to perform the Work.
- 4.2 The Developer shall not be liable to the Contractor for any claim for loss or profits or any other consequential or indirect damages that may be suffered by the Contractor during the execution of the work.
- 4.3 Contractor shall at all-time keep the Builder fully indemnified against any consequences arising out of Work Contractor's own or on account of Contractor's default or negligence.
- 4.4 The contractor shall take all safety measures on site such as safety helmets, safety belts etc. In case of any mishap on site the contractor and only the contractor will be responsible for any consequences arising for such a situation. The contractor will not have any claim for the same.
- 4.5 No child labour will be permitted to work on site. If anyone is found the Developer has the authority to stop the work immediately. During any governmental inspection if the same is identified, the contractor will be completely responsible for the consequences.
- 4.6 Contractor should take all safety precaution, labour insurance & other statuary compliances for their own staff.
- 4.7 Labour Insurance, PF & Safety related all the statutory, mandatory compliances are in Contractor's scope.
- 4.8 General and Statutory Obligations:

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- All statutory obligations, permits, licenses etc. in respect of the Work shall be done by the Contractor.
- Insurances for the Contractor's personnel and Equipment as applicable and in accordance with project requirements shall be arranged by the Contractor at his own cost and will submit a photocopy of all licenses and permits to the Builders office before starting work.

## ARTICLE: 5 TERMINATION OF WORK ORDER

- 5.1 The Work Order shall be terminated in case of misbehavior, disobedience, dishonesty or negligence on the part of Contractor and/or his personnel or Contractor's failure to execute, complete and deliver the Work within the specified / reasonable time as decided by the Developer. Upon any such termination, the Developer shall pay in accordance with the following:
  - All amounts due and not previously paid to Contractor for Work completed in accordance with the Order prior to any notice of termination, and for Work completed thereafter as specified in the notice, after deducting an amount as may be considered suitable to adjust for loss of work caused due to the Termination.
  - The Developer has all rights, to recover from the Contractor, any loss that is incurred or foreseen due to the Contractor's default. The Developer shall not be held responsible for any damage, either direct and / or indirect, to the Work Contractor consequent on his exercising his right to early terminate or suspend the Order.

#### **ARTICLE: 6 DISPUTE RESOLUTION CLAUSE**

That in the event of any dispute or difference between the Party of First Part and the Party of Second Part arising out of this agreement or as to the interpretation of any terms of this Agreement, on account of any claim by or against the other or in respect of the said construction work, the same shall be referred to sole arbitrator and his decision shall be final and binding. Such arbitration shall be governed by the provisions of The Arbitration & Conciliation Act, 1996.

#### ARTICLE: 7 MODE OF MEAUREMENTS & RATES

7.1 Annexure Rates are inclusive of GST as applicable and Inclusive of all other taxes, Insurance, Transportation of men material, machineries and equipment's, contractor's material loading, un-Loading, Profit etc.

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**Developer's Signature** 



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7.2 From the Contractor's Bill amount, TDS will be deducted as per the Income Tax law applicable from time to time.

# ARTICLE: 8 BILLING DETAILS

Firm Name: Choice Lifestyle

Firm Address: Road No.8, Vishrantwadi-airport road, Adarsh Colony, Tingre Nagar, Pune- 411032

Site Name: Goodwill Verve

### ANNEXURE

Sr. No.	Description	Unit	Approx. Quantity	Rate	Amount		
1.	<ul> <li>Well Cleaning Work</li> <li>Labour Charges for Well Cleaning Work. (Considered Diameter 7 Mtr &amp; Depth 1 Mtr)</li> <li>Note: <ol> <li>Well's Complete cleaning work is in contractor's scope.</li> <li>Removing all sludge from well is in contractor's scope.</li> <li>Washing the Well after all cleaning which is also in contractor's scope.</li> <li>Billing will be done as per actual measurements/ Quantities.</li> </ol> </li> </ul>	Brass	14.00	7000.00	98000.00		
Total Amount 98,000.00							
CONTRACTOR'S SIGNATURE APPROVED BY							
N. Paul							

**MR. NAMDEV PAWAR** 

MR. AMIT ASHOK AGRAWAL

(CHOICE LIFESTYLE)

1. 1. awes **Contractor's Signature** 

अमच्याकडे ब्लॉस्टिंगचा ट्रॅक्टर,ब्रेकरर्स तसेच विहीरीची खोदाई कामे, विहीरीची सिमेंट रिंग टाकुन मिळेल,पाईपलाईन,डबर बांधकाम केले जाईल. प्रोप्रा.: नामदेव पवार मो.: 9822670093 / 9552932922 लोणी काळभोर,श्रीमंत अंबरनाथ मंदिराजवळ,ता.हवेली,जि.पुणे

जामझ्याकडे कोस्टिगचा ट्रेन्टर वेकदर्श रमच विहीराची खादाई कामे

।। श्रीमंत अंबरनाथ प्रसन्न ।।

जावक क्रे.

दिनांक दिनांक :-३०/०८/२०२३

संपर्क :- ८८३०६६१९१८

केशव नगर साईट मा. चेअरमन साहेब मा. महोदय.

०१) विहिरीचे गाळ काढण्याचा ब्रास रुपये ७०००/- असा राहील.

०२) विहिरीचे गाळाचे काम करताना खाली गाळ काढण्याची जवाबदारी आमची राहील.

०३) विहिरीचे पाणी काढण्याचे काम सकाळी तुमचे राहील आणि मोटार तुमची राहील ती उपलब्ध आम्ही करून देऊ पण त्याचे काही भाडे असेल ते तुम्हाला द्यावे लागेल.

>४) विहिरीतील गाळ काढून झाल्यावर तुम्हाला विहीर स्वच्छ धुऊन दिली जाईल.

तरी वरील काम आपण माझ्या कंपनीला देऊन मला आपली सेवा करण्याची संधी द्यावी.

हि नम्र विनंती

# कळावे, ज्ञानेश्वरी कन्स्ट्रक्शन करिता