

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 METROPOLIS EAST PHASE 3 "E & F BUILDING"/ EXCAVATION WORK-01

Date:21/02/2024

M/s. : SHRIYANSH DEVELOPERS
Address : A/P Lohegaon, Taluka Haveli, District Pune.
Contact Person: B.B Khandve
Contact No : 9604222282
PAN No. : CDHPK5798K
GST No. :

ARTICLE: 1 PREFACE

- 1.1 Work Order for Services on (Labour + Machinery) basis for the Excavation Work at Goodwill Metropolis East Phase-3 "E & F Building", 283/2 & 284, Porwal Rd, Kutwal Colony, Lohegaon, Pune-411047.
- 1.2 MR. AMIT ASHOK AGRAWAL FOR M/S. KRISHNA BUILDCON (hereinafter referred to as "DEVELOPER")
- 1.3 M/S. SHRIYANSH DEVELOPERS (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 + Machinery for the Excavation Work for Goodwill Metropolis East Phase-3 "E & F Building" as discussed and defined in the architectural drawings provided to the work contractor.
- 2.2 Prior to commencing any excavation work, the Contractor shall establish a horizontal and vertical survey, record existing ground elevations for excavation work.
- 2.3 Contractor shall prepare the site for construction by clearing, removing and disposing of all items not indicated on the drawings to remain or so defined by the Engineer-In-Charge.
- 2.4 Contractor shall perform all excavation true to lines, widths and depths shown on the drawings or to such further lines, depths or dimensions as may be directed by the Engineer-In-Charge.
- 2.5 Contractor shall do the excavation work in all kinds of soils / strata.
- 2.6 Contractor shall do the excavation work with Hydraulic Excavator/ Rock cutting breaker as per the as per drawing & Engineer-In-Charge Instructions.

Contractor's signature

Developer's Signature

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- 2.7 The required hydraulic excavator, dumpers, trucks, other machineries, equipments, diesel, maintenance of all machineries and equipments manpower is in the scope of contractor.
- 2.8 The Excavated unusable material shall be disposed outside the site and usable good quality excavated material for backfilling work shall be stacked properly by contractor as per the Engineer-In-Charge.
- 2.9 Contractor will coordinate with Engineer-In-Charge and select and stack the required material in such place that it should not obstruct other construction activities.
- 2.10 The required Poklain Bucket for loading the usable or non-usable material in Dumpers for transportation / Disposal / Stacking etc., is in the contractor's scope.
- 2.11 Contractor shall do the transportation of excavated un-usable material site to outside for disposal purpose included in the rate agreed and the required land for un-usable material disposal / dumping is in the scope of contractor.
- 2.12 Contractor shall do the transportation of excavated black basalt stone site to outside. The black basalt stone transportation by Hyva Dumpers trips shall not be paid extra.

ARTICLE: 3 SAFETY & GENERAL RESPONSIBILITIES

- 3.1 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.
- 3.2 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.
- 3.3 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 in complying with safety and MPCB norms with respect to pollution control.
- 3.4 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.
- 3.5 No child labor 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.
- 3.6 Contractor should take all safety precaution, labour insurance & other statutory compliances for their own staff.

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3.7 General and Statutory Obligations:

- 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.
- Contractor should make sure to duly comply with all prevalent MPCB norms regarding air pollution causing factors and maintaining vehicle and machineries fitness certificates, water sprinkling to avoid dust and covering the vehicles during transit on public roads.

ARTICLE: 4 TERMINATION OF WORK ORDER

4.1 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: 5 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.

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ARTICLE: 6 MODE OF MEASUREMENTS & RATES

- 6.1 The Rate mentioned herein has been computed by the Developer and shall not be challenge by the Contractor on basis of any ambiguity in terminology or method of computation.
- 6.2 **Annexure** Rates are **Exclusive of GST** and Inclusive of all other taxes, Insurance, Transportation of men material, machineries and equipment's, contractor's material loading, un-Loading, Profit etc.
- 6.3 From the Contractor's Bill amount, TDS will be deducted as per the Income Tax law applicable from time to time.

ARTICLE: 7 BILLING DETAILS

Firm Name: Krishna Buildcon

Firm GST No.: 27AAMFK5833B2ZC

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

Site Name: Goodwill Metropolis East Phase-3

Contractor's signature

Developer's Signature

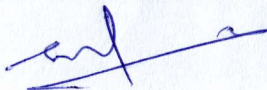
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ANNEXURE

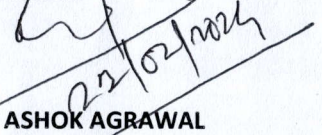
Sr. No.	Description	Unit	Approx. Quantity	Rate	Amount
1.	Earth Work in Excavation by mechanical means over areas and providing Hyva Dumpers for Transportation work of excavated material from project site to outside upto suitable disposal points including required Pocklain Bucket with diesel and operator for material loading in dumper etc., all complete as per Engineer-In-Charge instructions including operator, diesel, maintenance. Material dumping outside the site premises at suitable disposal points will be solely contractor's responsibility. Note: Billing will be done as per actual site condition and Joint Measurements.	Cu.Mtr	8000.00	160.00	12,80,000.00
TOTAL AMOUNT					12,80,000.00

CONTRACTOR'S SIGNATURE

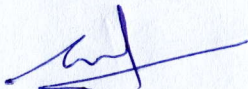


M/S. SHRIYANSH DEVELOPERS

APPROVED BY



MR. AMIT ASHOK AGRAWAL
(KRISHNA BUILDCON)



Contractor's signature

Developer's Signature