

WO NO: GOODWILL ELEMENTS / EXCAVATION WORK-01

Date:26/07/2024

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

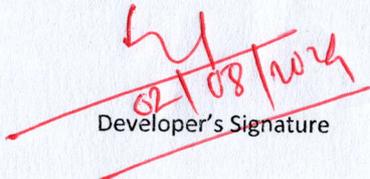
- 1.1 Work Order for Services on **(Labour + Machinery)** basis for the **Excavation Work** at **Goodwill Elements**, **Korbhan Plot, S.No.291, DY Patil College Road, Lohegaon, Pune-411036.**
- 1.2 **MR. AMIT ASHOK AGRAWAL FOR M/S. CHOICE DEVELOPMENTS** (hereinafter referred to as "DEVELOPER")
- 1.3 **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 Elements**" 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

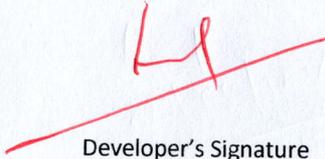
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- 2.7 The required hydraulic excavator, dumpers, trucks, other machineries, equipments, diesel, maintenance of all machineries and equipments manpower is in the scope of contractor.
- 2.8 The Excavated unusable material shall be disposed outside the 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.
- 2.13 While Transportation of excavated material site to outside, dumpers tire wash is mandatory, the tire wash process is in the scope of contractor.
- 2.14 Excavation work timing from 08.00 am to 07.00 pm on site will be permitted.
- 2.15 Levels shall be measured jointly with Contractor, Developer and Third party appointed by the Developer.
- 2.16 Royalty shall be the Scope of Developer.
- 2.17 Dewatering shall be in the scope of Developer.

ARTICLE: 3 CONTROLLED BLASTING SCOPE OF WORK

- 3.1 Controlled Blasting excavator works shall be executed with the permission/ license from Government authority and sole responsibility of Contractor.
- 3.2 **Blast Consultant:** The blast Consultant shall be a person with extensive knowledge of noise Vibration, and visual Impacts of blasting operations, and who is specialized in the detonation of explosives, particularly in the field of rock quarry operations. The Blast Consultant shall be provided by the Contractor.
- 3.3 **Blast Control Specialist:** Person authorized to act on behalf of the Contractor and licensed by the state or local regulatory agency to possess, transport, and use explosives.
- 3.4 **Quality Control Submittals:**

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- a) Rock excavation plan describing details for CONTRACTOR's proposed rock excavation methods. Submit at least 30 days prior to start of work.
- b) Detailed blasting plan for each blast shall be submitted at least 48 hours prior to beginning any WORK for that blast.
- c) Performance and Restoration Bond for all Items of work.

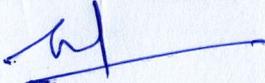
3.5 **Blasting Plan and Blasting Schedule:** One (1) week prior to commencing drilling and blasting operations, the Contractor shall submit a "Blasting Plan", reviewed and approved by the Blasting Consultant, to the Engineer-In-Charge for review. The Blasting Plan shall contain the details of the drilling and blasting patterns and controls proposed for both the controlled and production blasting. The Blasting Plan shall contain the following minimum information:

- a) Station limits of proposed shot, the number of blasts and time of each blast.
- b) Plan and section views of proposed drill pattern indicating hole size, hole depths and angles, ole pattern and spacing and expected rock types
- c) Drill hole diameters (preshear, productions) and depth including sub drilling depths.
- d) Drill steel diameter and bit types.
- e) Stemming length and type of material used for stemming.
- f) Loading details Including trade names, types, sizes of explosives.
- g) Average Bench height:
- h) Proposed initiation and delay sequence of blast holes.
- i) Weight of explosives per hole and delay and powder factors, including weight of explosives per square yard of finished back slope.
- j) Anticipated vibration levels and peak particles velocities at locations specified by the Engineer-In-Charge.
- k) Anticipated blast declbel level at nearest dwelling.
- l) At any time, the Contractor propose to the change drilling or blasting method, the Contractor shall submit a revised blasting plan for the affected work not later than one (1) week prior to the proposed commencement of the change in the work.
- m) The Blasting plan submittals is for quality control and record-keeping purpose.
- n) Review of blasting plan by the Engineer-In-Charge or Blasting consultant shall not relieve the Contractor of their responsibility for the accuracy and adequacy of the plan when implemented in the field.

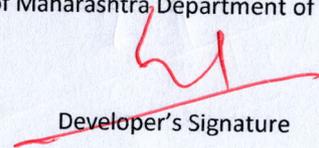
3.6 **Sequencing And Scheduling:**

- a) Blasting shall be restricted to the times given on the Rock Quarry Usage Plan.
- b) Blast only with direct written approval for each blast by the Blast Consultant.
- c) Warning signs and public notification are required to avoid all risks to the public that use the roadway. The Contractor shall provide to CBJ and to the State of Maharashtra Department of

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Transportation and Public Facilities (AK DOT&PF) with its proposed traffic control plan for review and approval prior to any blasting or hauling.

- d) Material which would classify as rock and which requires drilling and blasting to remove will be accomplished by controlled blasting, Controlled blasting is defined as the establishment of a free surface. or slier plane in rock along the lines of the specified back slope by the controlled usage of explosives and blasting accessories in appropriately aligned and spaced drill holes.
- e) The Contractor shall perform short test lines of holes consisting of presplit or cushion blasting if changes in conditions warrant, to determine the loading, spacing and depth or lift required to obtain desired PGPV, air blast pressures and excavation geometry. These tests will be monitored by the Blast Consultant using Contractor supplied seismographs. As per of the blasting plan, the Contractor shall prepare graphs depicting the PGPV as function of the distance from the detonation point, for each explosion loading. Explosive loading for production blasting will then be selected from the graph to limit PGPV to less than two inches per second measured next to the closest structure adjacent to the blast.

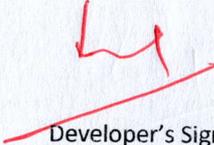
3.7 Execution / Construction

- a) All explosives shall be of such character and in such amount as permitted by the state and local laws and ordinances and all respective agencies having jurisdiction over them.
- b) The Contractor Shall Implement a blast notification program, as approved by the
- c) Engineer-In-Charge, and in accordance with applicable standards.
- d) The Contractor shall use the utmost care so as not to endanger life or property, or disturb materials outside the limit of excavation.

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 in complying with safety and MPCB norms with respect to pollution control.
- 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.

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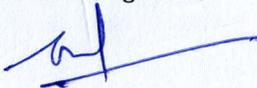
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- 4.5 No child labor will be permitted to work on site. If anyone is found the Developer has the authority to stop the work immediately. During any governmental inspection if the same is identified, the contractor will be completely responsible for the consequences.
- 4.6 Contractor should take all safety precaution, labour insurance & other statutory compliances for their own staff.
- 4.7 **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.

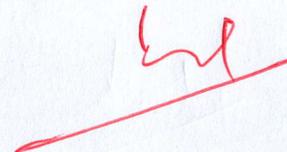
ARTICLE: 5 TERMINATION OF WORK ORDER

- 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.

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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 MEASUREMENTS & RATES

- 7.1 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.
- 7.2 **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.
- 7.3 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 Developments

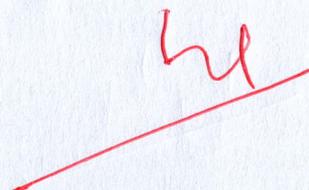
Firm Address: Road No.8, Vishrantwadi-airport road, Adarsh Colony, Tingre Nagar, Pune- 411032

Site Name: Goodwill Elements.

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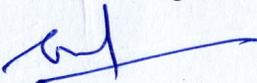


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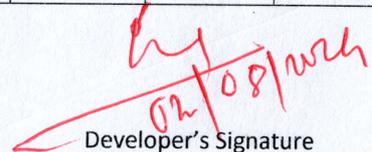
ANNEXURE

Sr. No.	Description	Unit	Approx. Quantity	Rate	Amount
1.	EXCAVATION WORK				
1.1	<p>Excavation With Excavators & Controlled Blasting System Over Areas from Existing Original Ground Level: Earth Work in Excavation by mechanical system and controlled blasting system & chiselling wherever required. Rate to include stacking off the same outside the site premises and to be transported outside the site premises & stacked / dumped at identified material disposal location approved by Municipal Authority . Company should not receive any complaint from any authorities / statutory bodies, any local bodies / Govt. agencies / public in general. The Contractor would include all costs related to approval, statutory charges, local body approvals, clearances costs for stacking such material at the said location. Any extra depth excavated than specified in spite of meeting required strata, the excavated extra depth will have to be filled with lean concrete of grade specified by PM or plumb concrete as case may be and the cost of same will be borne by contractor. The rate to include loading, transporting, unloading/ dumping in layers including the cost of mechanical transport/ labour, cleaning of tyres as per regulations etc. complete as directed by PM.</p>	Cu.Mtr	6000.00	390.00	23,40,000.00

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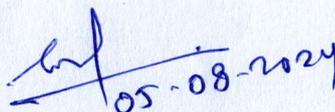
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	Note: Billing will be done as per actual site condition and Joint Measurements.				
1.2	Soft Rock- Earth work in excavation by mechanical means over areas and providing Hyva Dumpers for Transportation work of excavated material from project site to outside up to 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.	Cu.Mtr	As per actual	160.00	0.00
1.3	Soft Rock- Earth work in excavation by mechanical means over areas and providing Hyva Dumpers for Transportation work of excavated material from project site to site up to 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.	Cu.Mtr	As per actual	120.00	0.00
2.	HIRING CHARGES (Billing as per daily Challan)				
2.1	Providing Hvy Dumpers for transportation work of Excavated Material including Diesel and operator.	Per Day	As per Challan	8500.00	
	Pocklain Bucket	Per Hour	As per Challan	2000.00	
	Pocklain Breaker	Per Hour	As per Challan	2300.00	
	JCB Bucket	Per Hour	As per Challan	800.00	


05-08-2024
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02/08/2024
Developer's Signature

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

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	JCB Breaker	Per Hour	As per Challan	1200.00	
	Tractor with Driver	Per Day	As per Challan	2000.00	
TOTAL AMOUNT				23,40,000.00	

CONTRACTOR'S SIGNATURE

[Handwritten Signature]
05-08-2024

M/S. SHRIYANSH DEVELOPERS

APPROVED BY

[Handwritten Signature]
02/08/2024

**MR. AMIT ASHOK AGRAWAL
(CHOICE DEVELOPMENTS)**