



AN ISO 9001:2008 Certificate Company
ISO 14001:2004, OHSAS 18001:2007

Ref.:

Date : 23/8/2020

Work Order Name of Work: Samriddhi PM Awas Yojna

Value of work allotted:

Date of Start:

Date of completion of above allotted work:

Work Order number:

Client Name	Samriddhi Infraestate Pvt Ltd., Samriddhi Sukh Alfa Pvt. Ltd.
Contractor Name	
Project name	Samriddhi Ujjwala Awas Yojna
Location	Maurawan Road, Mohanlalganj, Lucknow
Area	9387 sqmtrs 207 Row House
Type	Row House

To,

Pan-

Gst-

Kind Attention Mr. _____ Mobile _____ Email _____

Dear Sir,

With reference to the above mentioned subject matter, we are pleased to award you the civil structure work of Samriddhi Ujjwala Awas Yojna. The approximate cost of the work is Rs. 93150000 INR approximately (Rupees Nine Crore Thirty One Lac Fifty Thousand) as per enclosed Bill of Quantity. However, the value shall be arrived at after actual measurements and certified through actual quantity at site.

SAMRIDDHI INFRAESTATE PVT. LTD.

Head Office : First Floor, Devpuri Plaza, Faizabad Road, Lucknow U.P. Ph.: 0522-4113020, Fax: 0522-2350837
Mumbai Office : C-68, Shanti Shopping Centre, Near Meera Road, Railway Station, Meera Road Distt.: Thane - 401107, Ph.: 022-64481241
Email : info@samriddhigroup.co Website : www.samriddhigroup.co
Toll Free 1800 4199 007

Terms and Conditions:

Special Remarks

The contractor hereby acknowledges and agrees that as and he required by Samriddhi Infra Estate Pvt Ltd, thou shall provide all required information/details to Samriddhi Infra Estate Pvt. Ltd. In relation to GST Laws including without limitation the confirmation of timely filling of returns and payments of taxes. Samriddhi Infra Estate Pvt. Ltd. will release the payments to the extent of GST amounts on the invoices only upon a written confirmation/proof of compliance by the contractor and realization of such credits by Samriddhi Infra Estate Pvt. Ltd/ Samriddhi Sukh Alfa Pvt. Ltd.

1. Scope of work

The details regarding scope of work are provided in Annexure- A enclosed herewith.

2. Bill of Quantity

The details regarding the Bill of Quantity are provided in Annexure-B enclosed herewith.

3. Rates, Taxes and Sub-Expenses:

The agreed rates are inclusive of all taxes TDS, but GST to be paid extra as applicable. The item rates also include the cost of all materials labor, T&P, Wastage and curing for completion of work.

No advance shall be levied for starting of the work.

- *20% on completion of DPC Level*
- *20% on completion of Lintel*
- *20% on completion of Slab*
- *20% on completion of Plaster*
- *20% on completion of Finishing*

Payment Terms:

- On the basis of bills/invoices raised by the contractor against the quantities of items/items executed at the rates mentioned in Bill of Quantity which is annexed to this work order as Annexure B.

- Bills shall be submitted by contractor on the basis of completion of aforesaid portions. Bills shall to be released within a week of invoice produced.
- The payment shall be released on submission of original invoices.
- The contractor shall stand for warranty obligation for any poor workmanship for 12 months from the date of possession.
- The contractor has to do work as per specifications and defined and agreed standards.
- The contractor HAS TO DESPUTE HIS Engineers and Supervisors for better functioning and to check the Quality Work.
- If the workmanship/quality of work is affected, then the site head has the right to deduct the amount from the bill of the contractor on behalf of Samriddhi Infra Estate Pvt. Ltd. / Samriddhi Sukh Alfa Pvt. Ltd. As per their jurisdiction.
- If the work is not completed within the given timelines or the Contractor leaves the project unfinished, due to any reason whatsoever, then Samriddhi Infra Estate Pvt. Ltd. / Samriddhi Sukh Alfa Pvt. Ltd. Reserves the right to get the work done through any other agency/ contractor at the risk and cost of the Contractor.
- Contractor will submit the measurement with each certified running bill otherwise bill will not be passed till its submission.
- Security/ retention money @ 5% shall be held from last running bill which shall be released after 12 months from date of virtual completion.

The details of the Documents required for Invoice Verification are mentioned in Annexure C

Samriddhi Infra Estate Pvt. Ltd/ Samriddhi Sukh Alfa Pvt. Ltd. Reserves the right to purchase/ rectify/ replace from other source at the cost and consequence of the Contractor in the following events:

- Contractor fails to proceed with the supply of equipment/ materials with due diligence as required under this work order even after being required in writing to do so by Samriddhi Infra Estate Pvt. Ltd/ Samriddhi Sukh Alfa Pvt. Ltd. or Contractors incurs prolonged delay in execution and performance of the work order, or
- Contractor refuses or neglects to remove and replace defective materials or make good any defective work after being directed in so by Samriddhi Infra Estate Pvt. Ltd/ Samriddhi Sukh Alfa Pvt. Ltd., or
- Contractor is in material breach of this work order, or
- Contractor commits an act of bankruptcy or enters into a deal or arrangement with his creditors or being a company goes into liquidation.

- Shuttering with adjustable props, binding wire, brick work, plaster (internal & external) and steel scaffolding shall be done by contractor with all materials, labor, T&P, etc., which is covered in rates.
- Time of completion shall be 36 months w.e.f from issue of work order.

Retention

Retention money @5% shall be retained from last running bill and shall be released after 12 months after date of possession.

Time Essence of Work Order

- Time is the essence of this work order. However, the work should not be delayed for any reason whatsoever. Contractor shall mobilize the resources within a week from the date of start as mentioned above. Samriddhi Infra Estate Pvt. Ltd/ Samriddhi Sukh Alfa Pvt. Ltd. will not be responsible for any idle/ underutilization of man power due to any reason and no extra payment shall be made on this account. Work shall be executed as per the construction program approved by Samriddhi Infra Estate Pvt. Ltd/ Samriddhi Sukh Alfa Pvt. Ltd.
- You shall adhere to the time schedule and shall make necessary arrangement to work on Sundays and Holidays, whenever required and round the clock work is needed. The program shall be reviewed by Samriddhi Infra Estate Pvt. Ltd/ Samriddhi Sukh Alfa Pvt. Ltd. periodically, and the revised advancement schedule, if any, drawn up shall have to be adhered by you.
- You shall arrange adequate resources at each stage, in time, to adhere to the construction program and the cost will be borne by you. All materials supplied by you, should reach site well in advance and, in no case the work shall suffer for want of materials.
- Penalty for delay shall be imposed @0.55 of delayed work per week up to a maximum of 5% of contract value.
- The amount payable will be deducted from the payment due to contractor, under default against delivery period specified above, for reasons not attributable to Samriddhi Infra Estate Pvt. Ltd/ Samriddhi Sukh Alfa Pvt. Ltd.

Penalty for Delayed Execution

- Time is the essence of this work order. However, the work should not be delayed for any reason whatsoever.

- Penalty for delay shall be imposed @0.55 of delayed work per week up to a maximum of 5% of contract value.
- The above penalties will be deducted from the payment due to the contractor.

Labor Laws, Statutory compliance and other terms:

- Contractor is required to comply all statutory labor enactments issued by State/Central Government Authorities including the following:
- Wages: Contractor shall pay wages in accordance with Payment of Wages Act 1936 and minimum wages act 1948 enacted by State/ Central Government and its revision from time to time.
- Provident Fund 1952: Remittance of P.F. Contribution on or before 15th of every month in respect to your workman and rules made there under.
- Employees State Insurance 1948: Remittance of ESIC contribution on or before 15th of every month in respect of your workman and rules made there under.
- Contract Labor Act 1970: The contractor shall comply with holidays as per national holidays and festival holiday's acts declared by State/ Central Government.
- Contractor shall be responsible for closure of any notices / Summon, if any received by concern official for locations. If contractor failed to submit proof of notice closure, Samriddhi Infra Estate Pvt. Ltd/ Samriddhi Sukh Alfa Pvt. Ltd. may debit recovery amount from bills.
- No workers below 18 years shall be engaged for any work at the site.
- Contractor shall arrange necessary accommodation and conveyance for their workmen at his own cost.

Water and Electricity

Water and electricity shall be provided at one point and further distribution shall be on your account. Further distribution shall be arranged by you at your cost. The power supply point shall be guarded and maintained by you. You will avail these facilities in a safe and economical manner without causing hazard and inconvenience.

Disciplines and Regulations

Your staff and workmen shall maintain utmost discipline while working and staying in our site premises. They will maintain proper cleanliness and desired level of housekeeping.

Safety and Security

Personal Protective Equipment's (PPE)- The contractor is advised to provide adequate and good quality safety helmet, safety shoes, and safety belt with other PPEs as applicable to his workmen, while working and depending upon the requirements at the project site.

Physical Fitness- The contractor will only employ medically and physically fit workmen at Samriddhi Ujjwala Awas Yojna sites'. At the time of screening contractor may be asked to submit medical fitness certificate from recognized Doctor regarding the workmen.

Screening of Workmen- The contractor will engage workmen after proper screening and fit to job basis only. Further in the event, Samriddhi Infra Estate Pvt. Ltd. suffers any loss/damage due to negligence/ in action of the contractor.

The contractor shall provide third party fitness certificate for the equipments being used by him such as hoists, mixers and cranes, etc.

The contractor shall be responsible for adequate security at site for all the materials issued as well as those brought by him.

TERMINATION

If your progress is consistently found to be below the expected program/ schedule or if the work executed by you falls down the standard laid down by Samriddhi Infra Estate Pvt. Ltd/ Samriddhi Sukh Alfa Pvt. Ltd., in such a event, in the interest of timely completion and providing better quality of work out of your scope. You will not be entitled for any claim whatsoever nature it may be.

Failure to perform by contractor- Without prejudice to the rights of Samriddhi Infra Estate Pvt. Ltd/ Samriddhi Sukh Alfa Pvt. Ltd. to receive compensation for breach of contract, Samriddhi Infra Estate Pvt. Ltd/ Samriddhi Sukh Alfa Pvt. Ltd. shall have an option to terminate the work order in part or full by giving 30 days prior notice in writing to the contractor, if the contractor fails to comply with any stipulations contained herein above or as mentioned in the Annexure-A.

INSURANCE

The contractor shall has its own expense, arrange for the required insurance for his machines, Labor, equipment, material and will solely be liable for any casualty and claims.

INDEMNITY

The contractor undertakes to indemnify and shall keep Samriddhi Infra Estate Pvt. Ltd/ Samriddhi Sukh Alfa Pvt. Ltd. indemnified in respect of all claims, damages or expenses payable in consequence to any injury to any employee, workman, nominee, invitee while in or upon the said premises/ site. The contractor shall also be responsible for any damage to houses, whether immediately adjacent or otherwise and nay damage o roads, streets, foot-paths, or ways as well as all damages caused to the houses, and work forming the subject to this contract by frost, rain, wind or other inclemency of weather. The contractor further undertakes to keep Samriddhi Infra Estate Pvt. Ltd/ Samriddhi Sukh Alfa Pvt. Ltd. indemnified against all notices, demands, litigations, claims, damages, and costs for any reason which is not directly attributable to Samriddhi Infra Estate Pvt. Ltd/ Samriddhi Sukh Alfa Pvt. Ltd.

SETTLEMENT OF DISPUTE & ARBITRATION

All dispute of difference of opinions on account of interpretation of clauses, technical specifications etc. shall be resolved through direct and mutual discussions at site level. In the case of difference of opinion still persisting, the matter shall be referred to corporate office. However in case parties fail to reach amicable settlement, the matter shall be referred to arbitration. The Arbitration shall be governed as per Indian Arbitration & Conciliation Act 1996 and shall be held in Lucknow or as decided by Samriddhi Infra Estate Pvt. Ltd/ Samriddhi Sukh Alfa Pvt. Ltd.

JURISDICTION

This agreement shall be constructed in accordance with applicable laws of India and any dispute arising from the subject matter of this agreement shall be adjudicated only in the Court of competent jurisdiction at Lucknow.

The Annexure mentioned herein above shall form part and parcel of this work order.

For Samriddhi Infra Estate Pvt. Ltd/ Samriddhi Sukh Alfa Pvt. Ltd.

Accepted by: Yoonca Biraem

(Authorized Signatory)

Date: 28/02/2020

For Contractor

Signature

