

EVITA KRISALA TOWNSHIP LLP

, Phone No--,



Work Order

Contractor Details		WO Details	
Contractor Name :	NIKHIL SANJAY WAGHOLE	WO No:	74
Address :	DARUMBE,MAVAL	WO Date:	16/04/2025
		Valid Till:	16/04/2026 00:00:00
Contact Person:	NIKHIL SANJAY WAGHOLE	Project Name :	EVITA KRISALA TOWNSHIP
Mobile No:	9604246321	Company VAT No:	COMMON
Phone No:		Company PAN No:	AALFE8667L
Email:	nikhilwaghole7171@gmail.com	Company GST No:	27AALFE8667L1ZL
PAN :	ACXPW0164G	APPROVED	
GST No:			

Communication/Billing Address	Site Address
EVITA KRISALA TOWNSHIP LLP	
Project Incharge:	

With reference to the above subject and discussions that we had with your good self, we are pleased to release our work order for for **work order for machinery hiring** at our above mentioned site under the following terms and conditions:

Sr.No	Item Description	Unit	Quantity	Rate Rs.	Net Amount Rs.
1	MACHINARY HIRING MACHINARY - HRS - JCB Bucket on Hourly basis - 100 PERCENT	HRS	300.00	950.00	285,000.00
2	MACHINARY HIRING MACHINARY - HRS - Poclain Breaker on Rent - 100 PERCENT	HRS	50.00	2,500.00	125,000.00
3	MACHINARY HIRING MACHINARY - HRS - Tractor Hiring on Day Basis - 100 PERCENT	PER DAY	1.00	3,100.00	3,100.00
4	MACHINARY HIRING MACHINARY - HRS - Poclain Bucket - 100 PERCENT	HRS	1.00	2,300.00	2,300.00
Total					415,400.00
GST Amount					0.00
Retention Amount					0.00
TDS 2.00%/Amount					8,308.00
Total Amount					4,07,092.00

Prepared by	Approve By	Verified By	Accepted By
Shweta.kardak	Ekta.agarwal	For EVITA KRISALA TOWNSHIP LLP	NIKHIL SANJAY WAGHOLE
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Amount in words: RUPEES FOUR LAC SEVEN THOUSAND NINETY-TWO ONLY.

Prepared by

Shweta.kardak

Approve By

Ekta.agarwal

Verified By

For EVITA KRISALA TOWNSHIP LLP

Accepted By

NIKHIL SANJAY WAGHOLE

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Terms & Conditions:

1. The scope of work should be as mentioned in the work order which includes all labour, material, tool, plants, and transport required to execute with good quality practise and recognised principles.
2. The rates mentioned therein shall remain valid for any quantity variation. In case of any dispute the measurement of quantities as finalized by the Client shall be final and binding on the Contractor.
3. The rate shall include the cost of all materials, labour, scaffolding, tools & tackles required for work, required tests for material / final product, protective measures, pre-construction, and post construction operations necessary, etc. required for above specifications/ activity at all floors at any height / position Location.
4. For advances, if any payable Contractor/ vendor shall submit the bank guarantee for equivalent amount valid till the period advance gets recovered.
5. No escalation in prices for cement, steel, aggregates, sand, labour, Fuel etc. shall be considered during the Contract period including extension of time granted, if any.
6. No work will be initiated at site without finalizing rates from contracts department, if executed will be compensated as per company standard rates only.
7. No items shall be executed on your own without obtaining prior approval from Project Incharge, failing which no payment shall be made in that regard by us. For arising extra item, rate analysis to be submitted well in advance. In case of any extra item that may crop up , the Contractor must intimate the Client at least 30 days in advance and not at the 11th hour. If there is any time delay due to non-approval of extra item then such time delay shall be to the account of the Contractor.
8. RA Bills to be raised as per accepted stage of completed work. Part payment shall not be released for any partly completed work.
9. Contractor must submit the RA bill along with his measurement sheet. The representatives of the Client on site will scrutinize this measurement sheet. This Bill shall then be forwarded to the Head Office of the Client for final scrutiny and payment.
10. Material (If required) will be issued to the Contractor as per the standard constants mentioned in the budget. If there is any excess consumption of material due to negligence (wastage) of the Contractor beyond the standard constants, then any such excess material cost shall be deducted from the Contractors RA bill.
11. Wastage beyond the permissible limit stated by the Client shall be deducted from the Contractor's amount as per current market rate.
12. The Contractor shall arrange for adequate labour, machinery and material resources in time in order to achieve the schedule at each stage.
13. In case the Contractor fails to complete the entire works within the stipulated time or with the quality requirements of the project due to reasons attributable to the Contractor, a penalty shall be levied at the rate of 0.5% of contract value per week of delay beyond specified time of completion. Penalty will have an upper limit of 5% of the value of the Contract. In case the Contractor delays the work, the Employer, at his own discretion may get part or balance work completed by some other agency without paying any compensation to the Contractor. Any additional amount over and above the contract rate paid by the Employer to the outside agency for completing the above work will be borne by the Contractor.
14. The Contractor may be required to perform out of sequence to maintain the progress at no extra cost.
15. The Contractor shall not be entitled to any additional claims/amounts.
16. The Client shall have the right to recover the penalty or advance from any of the other firm in which the Contractor is a partner.
17. If the Contractor fails to work as per the obligations of this contract, then the Client shall be entitled to terminate this Contract at any time without giving any prior notice.
18. If the Contract is terminated, the Contractor shall remove from the site all his material and equipment within a period of 7 days failing which the Client reserves the right to forfeit his material and dispose of the same at the discretion of the Client.
19. The contractor must take prior approval from site authority for shifting or removing material, machinery or manpower from awarded work site.
20. If there is any dispute regarding the work, both parties should approach an Arbitrator. The arbitrator shall be mutually appointed and the party wanting arbitration should communicate at least 3 choices of Arbitrator to the other party. All Arbitration proceedings shall be held at Pune, India and the language of the arbitration proceedings and that of all documents and communications between the parties shall be in English.
21. The decision of the arbitrator shall be final and binding upon both parties. The Client and the Contractor shall share the expenses of the arbitrator equally.
22. However, the expenses incurred by each party in connection with the preparation, presentation etc., of its case prior to, during and after the arbitration proceeding shall be borne by each party itself.

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23. All arbitration awards shall be in writing and shall state the reasons for the award.
24. The Contractor shall supply his labours all tools, ladders, scaffolding and other equipment necessary/ including safety gears till completion of work. If the Contactor fails to provide safety gear to his labours to his labours, then the Client shall supply and the amount towards this shall be deducted from his RA bill.
25. Accommodation, transportation, sanitation, first aid etc. for labours shall be arranged by the Contractor& is inclusive in rates.
26. The Contractor hereby indemnifies the Client of any accidents that may happen on site due to the negligence of the Contractor. Accidents that may cause loss of life or property.
27. Contractor shall not damage / harm the buildings, structure & infrastructure, tools, tackles equipment etc. intentionally or unintentionally which has been provided to Contractor for construction purpose. Contractor has to provide indemnity bond if work scope required. In case of damages, of any type to the Client property, the Client reserves right to recover it as per the Client's norms from Contractor's running bills. Seriousness of damages might lead to termination of the contract.
28. Contractor shall maintain proper record for consumption of material supplied by the Client. The Contractor shall submit reconciliation statement and any variation shall be to the account of the Contractor.
29. Contractor shall engage 1 supervisory staff as agreed during finalization.
30. Any deviation in quality resulting in loss of time and client's money shall be recovered from contractor's RA bills.
31. Time required for corrective actions shall be within the schedule agreed between contractor and client. And no additional time will be allocated for those works to the contractor.
32. The Project Manager will issue the letters for deviations in quality observed for the actual work perform by the contractor and would seek Contractor's participation in improving quality. Contractor shall take care of these and ensure that these deviations are not repeated. Contractor shall undertake corrective actions on these deviations at this own cost. Any loss of "PRINCIPAL" material due to bad Quality/Poor Quality shall be recovered from Contactor's bill.
33. Contractor shall always protect not only Contractor's own work, but also protect all adjacent work and materials by suitable covering during progress of work.
34. Upon completion of work, Contractor shall remove construction material from floors, glass, and other surfaces. Any defaced surfaces shall be cleaned, and the original finish restored. Contractor shall remove from the premises all rubbish and accumulated material and shall leave the work in clean, orderly, and acceptable conditions.
35. W.C. policy as per labour bye laws at the time of commencement of work& renew as the work progresses.
36. Contractor shall follow all the by-law and rule's given by the environment ministry in "Factory Act 1948" and "Building & Other Construction Workers Act 1996" for safety.
37. "Building & Other Construction Workers Act 1996" regulations regarding the construction of labour camps shall be followed.
38. Contractor will strictly adhere to all safety rules and regulations including use of safety equipment at appropriate places etc. Contractor shall be fully responsible for any lapses on this account and shall indemnify client against any liability or claim whatsoever that may arise in this regard.
39. All safety equipment should be of ISI mark only. For Ex. Helmet, safety belt (full body harness, safety goggle, earplug etc.
40. Contractor shall provide safety apparatus and equipment to workmen as the nature of work warrants. All supervisor and workmen who work in areas designated as "Head hit" areas shall be provided with hard hats.
41. Equipment's given by the Client (Ex. Safety net, pipes, wire ropes etc.) shall not to be used for any other purposes than their intended use. Cost of such equipment's shall be deducted from the Contractors RA bill.
42. No child labour is permissible on site. Contractor must ensure that his labours are at least 18 years old.
43. The Contractor shall not sell, give, barter, or otherwise dispose of any alcoholic liquor on site. If the Contractor is found to do so, then suitable complaint will be filed in the local police station and his contract will be terminated.
44. The Contractor shall not give any gift to any of the employees of the Client to get a favour. If the Contractor is found to do so, then suitable complaint will be filed in the local police station and his contract will be terminated.
45. Scaffolding having proper vertical supports shall be provided for the required work. The supports shall be tied together with horizontal pieces over which the scaffolding planks shall be fixed. All the vertical and horizontal members of the scaffolding shall be placed sufficiently away from the surfaces / area of work to ensure proper and uninterrupted application. Where ladders are used, their ends shall be covered with soft material to avoid scratches/marks on walls and floors. For work related to ceiling stage scaffolding shall be erected where necessary. Floor area shall be covered properly with plastic so that the flooring is not spoiled.
46. Preparation of access to the actual place of work, security of contractors owns materials, machineries, tools & tackles etc. at work place and at the labour colony shall be contractor's responsibility.
47. Mechanical, electrical equipment's used for awarded work scope completion must be third party tested.

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48. Contractor shall be responsible for the disposal of the debris on a day-to-day basis as per the guidelines given by Project Manager. Debris / wastages / excess material shall be shifted to ground floor or as per the instructions of Project manager. In no case the debris shall throw from floors above and /or on the pavement, failing which a penalty shall be levied and it shall be binding on the contractor.
49. All temporary structure supports such as scaffolding, ladders, walkways, etc. shall be adequately strong for safe use during construction. Minimum thickness of planks for walkways shall be 50mm.
50. Any loss, accident, or damage due to the use of inappropriate equipment, machinery, scaffolding or other equipment shall be the entire responsibility of Contractor.
51. Company reserves the right to stop the work at its own discretion, in case if not done following the required safety standards.
52. All joints in the wires and cables should be properly insulated with earthing.
53. Before the Contractor connects any electrical appliance to plug or socket belonging to the Client, he will satisfy the Project Manager that the appliance is in good condition.
54. Contractor shall follow the rule and regulation related to environment.
55. Labour camp shall be always clean and tidy. Solid waste and wastewater shall be treated properly, in guidelines of the Project Manager.
56. The payment will be made as per actual quantities of the work carried out as per working drawings and jointly measured and certified by EIC. The individual quantities may vary to any extent and Contractor shall have no claim whatsoever for the change in quantities of any item(s). The owner reserves the right to add, to omit and to alter the work shown on the drawings and described in the schedule of Bill of Quantities and this shall not invalidate the Contract.
57. Labour camp in contractor scope, space for camp is free.

PAYMENT TERMS

1. Bill will be raised as per finalised schedule.
2. Payment may be released 30 days after certification of bill by site team.
3. Bill will be certified as per actual quantity of work done at site.
4. If actual work done quantity increases than the given work order quantity, contractor must raise the bill as per work order quantity and increase or decrease in the quantity should be intimated after mock floor work completion well in advance to site team.
5. Bill must be submitted in approved formats only.
6. 5% amount of every RA bill will be holding as retention money till the successful completion of defect liability period.
7. Contractor must submit the full and final bill within 2 months from completion of work, if submitted later will not be entertained.
8. Contractor must submit no due certificate at the time of final bill submission or bill will not be accepted without same.

Workers Safety Special Note - In the event of any accident resulting in minor, major injury or death of the worker, operator etc. involving hospitalization till its recovery or resulting in Police case or any other liability, resulting in any legal implications of government / local body or any other issues wherein the Contractor or his workers are involved or due to negligence of the Contractors workers causing similar damages to any other worker of any other agency while working, the Contractor will solely be responsible and independently handle at his own cost all such matters till its logical conclusion keeping the Promoter informed at every step updating the issues. The Promoter reserves its right to debit such cost to the Contractor if the Promoter has to bear such costs in the event of Contractor failing to perform his part.

The main causes of death are falls, getting hit by an object, electrocution, and getting caught in machines or between things. Other dangerous activities involve scaffolding, excavations, ladders, trench collapse, head protection, and hazard communication.) The list is indicative and no exhaustive.

Company Reserves their rights to change / alter any design / specification / make for a particular structure or the development on the whole.

A duplicate copy of the Work Order is being forwarded to you. And Original copy of the same may please be returned to us, duly signed & stamped as token of your acceptance of the terms and conditions of the contract.

Thanking You & With Best Regards,

Authorized Signatory

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WE “NIKHIL SANJAY WAGHOLE ”. ACKNOWLEDGE THE RECEIPT OF ORIGINAL WORK OREDR AND CONFIRM THAT ALL TERMS AND CONDITIONS MENTIONED IN IT ARE ACCEPTABLE TO US AND THANK YOU FOR PLACING TRUST IN US.

Accepted on behalf “M/S. NIKHIL SANJAY WAGHOLE” (Contractor)

Signature

Name

Designation

Date

Place

Approved by digitally with the concern of

Name	Date/Time	Current Status	Remark
Shweta.Kardak		Approved	ok
Sachin.Gaikwad		Approved	ok
niranjan.bhatkulkar		Approved	ok
Ekta.Agarwal		Approved	OK

Prepared by

Approve By

Verified By

Accepted By

Shweta.kardak

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