



buildAhomeTM
A ViRgo Group Company

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CIN : U45200KA2016PTC092485

WORK ORDER FOR EXECUTION OF WORKS CONTRACT AS PER ANNEXURE AGREED

Employer Name and Address		Date	
		WO Number	
ScenicBeauty Homes Pvt.Ltd No.552 , 13th cross , 5th main, HIG Housing Colony, RMV 2nd stage , Bangalore -560094		Contractor Name	
		Contractor Address	
GST – 29AAXCS0030QIZM		Contractor PAN	
		Security Cheque	
Site engineer to be contacted at site for further instructions		Vendor Code	
Sl.No.	Description	Value of Work Order	
A.			
	Terms and Conditions:		
1	Mode of Measurement - This is purely item rate contract . Payment shall be made for actual quantity executed, accepted and jointly measured at site. Measurable area will be outer to outer of the roof laid area. The contract value also includes balconies or sunshades, staircase, canopy and any kind of projected slabs etc. Nothing extra shall be paid on such quantities.		
2	Rate - shall include the cost of all labour and materials (Wherever specified) involved in all the operations as per Annexure-I.		
3	Taxes/Escalation - WO value mentioned above is inclusive of GST, transportation & all other statutory etc. as applicable as per government norms and shall remain firm and no escalation of whatsoever nature will be considered till completion of work.		
4	Extra Items -Any additional works, which are not mentioned in the drawing ,Contractor shall submit the rates, which he proposes to claim for such items of Work, supported by rate analysis and shall get approved by Employer ,which thereafter shall be paid separately. Whenever an additional or extra item is being executed, approvals for the particular item shall be taken in writing by the Contractor from the Employer.		

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5	Interim Bills/Payment - All payments shall be made in Accordance with Annexure -II .The Contractor shall complete whole of the works as per milestones mentioned in Annexure-II only then the payment shall be released for the milestone. If milestone are partly completed, part payment shall not be made for the same. The value of interim bill shall be paid within 7 (Seven) days of full certification by the employer from the date of bill submitted.
6	Supply of Materials by Employer -The materials supplied to Contractor by Employer in accordance with Annexure-I shall be recovered in each RA bill based on consumption. The Contractor at his cost shall unload, store and safeguard all the materials supplied to him by the Employer.
7	Supply of materials by Contractor - All materials for construction of the project in accordance with Annexure I shall be arranged for by the Contractor which include the following
	a. All shuttering material including sheets, jacks, spans, Rope , shuttering tape, centering waste oil & C- clamps etc., full to complete the construction. MS jacks need to be used for support system of the shuttering with a mixture Casuarina poles in a ratio of 75:25.
	b. All scaffolding material to complete works as mentioned in Annexure-I. MS or wooden staging can be used.
	c. All machineries such as Mixer machine, cutting machines, bending machines, vibrators with needles etc. to complete the construction. Petrol, Diesel and other lubricants required for the functioning of these machineries shall be arranged by the Contractor.
	d.All hardware materials and consumables such as buckets, hammers, line dori, plumb bob, mortar pan, binding wire, nails etc. required for construction of the project shall be arranged by the Contractor
	e. Any other material required to complete the construction of the project.The Employer is not responsible for any materials procured by the Contractor and he shall arrange for his own security, if required .
8	Water and electricity -required for the construction of the project shall be supplied at free of cost by the Employer.
9	Virtual Completion -The work shall not be considered as completed until the Employer have issued in writing the 'CERTIFICATE OF VIRTUAL COMPLETION' stating that the work has been virtually completed and the 'DEFECTS LIABILITY PERIOD' shall commence from such certified date of virtual completion.
10	Defect Liability Period -The defect liability period shall be for six months from the date of issual of virtual completion certificate ,any defect developed within 'Defect Liability Period' will have to be rectified by the contractor at their own cost and in case and the defects are not rectified by the contractor, Employer or their representative shall get the work done at the risk and cost of the contractor.
11	Retention - A retention of 4% over workdone value shall be deducted from each RA bill and same shall be paid after defect liability period only if work is completed to the complete satisfaction of the Employer including cleaning and attending of any snags in defect liability period.
12	TDS - An TDS of 1% over bill value shall be deducted from each RA bill.



13	Obligations of the Contractor – The contractor shall ensure work is executed in a timely manner and handed over within the schedule as mentioned. If the contractor fails to work continuously at site, the same delay shall be debited in the bills as decided by the Engineer in charge/Employer or even terminate the work order. If the contractor is working at site, but is delaying even after repeated instructions, a penalty for this too, shall be levied on the contractor. For delay as well as not adhering to schedule, the Employer can terminate the work order without any financial settlement.
14	Final Bill -The Contractor shall submit the Final bill to the Employer within two months of the Virtual Completion of the Work to be certified by the Employer. No further claims shall be made by the Contractor after submission of the Final Bill.
15	Labour -The Contractor shall arrange for all the labour required to construct the project and shall also arrange for the accommodation, food, wages etc. in accordance with the law of the land. The Contractor indemnifies the Employer of all activities of his labour and the Contractor shall be responsible for all acts and discipline of his labours. The Contractor shall not employ any labour below the age of sixteen. The Contractor shall vacate and clean the labour shed used for the accommodation of his labour and storage for his material after completion of construction.
16	Insurance & Statutory -The Contractor shall deploy foreman as required for successful completion of the work. Contractor is responsible for obtaining workman's compensation and insurance for all of Contractors' labors. Provident Fund, if eligible, Contractor shall pay all PF and ESI requisites of his labour as the government laws.
17	Safety - Contractor is solely responsible for safety of materials, finished work, workmen and third party at work site and shall ensure compliance of safety norms use of safety tools and personal protective equipment like helmets, safety hoses, gloves etc. Safety materials shall be provided to Contractor on a chargeable basis.
18	Statutory – The Contractor shall pay all his statutory liability of the project and shall show proof of the same to the employer for further payments. The Contractor indemnifies the Employer from all his statutory liabilities. All statutory deductions will be applicable and shall be deducted at actuals. This is a digitally signed work order and all legal terms as physical signature shall hold true for this work order as well. The cost of PF, ESI, WVC and all other statutory are included in the contract value & the contractor/labour indemnifies the Employer of any statutory liabilities
19	Schedule – Time is of the essence for this order. The construction of the project shall commence and end within a period 16 weeks in accordance with Annexure-I of this order.
20	Quality -Quality issues, if any shall be debited in each bill. If the contractor is not adhering to time lines provided by the employer, or if the Employer /employer is unsatisfied by the delivery and output of the contractor, the employer reserves the right to terminate this contract without any financial settlement.
21	HSE – The contractor shall make arrangements for toilets and maintenance of the same for the use of his labours. The contractor shall maintain proper health and cleanliness at site.
22	Termination of Contract -Any deviation in the above clauses,shall directly hold the Contractor liable to be terminated with no financial settlements. Courts of Bengaluru shall have Jurisdiction on all matters of this order.



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Notes as discussed with the contractor



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For ScenicBeauty Homes Pvt.Ltd	For Contractor
Authorized Signatory	Authorized Signatory

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