



MYRAYASH HOTELS

WO No:- MYHPL/ANJUNA/2024/15

Date : 26/04/2024

To,

M/s. YKB Infra Private Limited
SX-2, 6th Floor, Indraprastha Building,
Above Bank of Baroda,
Dr Shirgaokar Road,
Panaji, North Goa - 403001

Contact No. : 9890224589
Email id : ykbinfra@gmail.com

Kind Attn. : Mr. Yuvaraj K. Bhandodkar

Subject : Work order for Barrication works for our Goa resort at Anjuna, Bardez
Taluka, North Goa District, Goa – 403515.

Dear Sir,

This is with reference to your quotation dated 20/04/2024 and subsequent discussion held with Shri. Ravindra Bakki, we are pleased to award the Work order for Barrication works for our Goa resort at Anjuna, Bardez Taluka, North Goa District, Goa – 403515.

The Work Order front page, detailed work order, Conditions of contracts and Payment terms are attached herewith.

We wish you all the best and are looking forward to have a long lasting mutually benefitted professional tie up for future projects also.

Regards,
FOR **MYRAYASH HOTELS PVT. LTD.**

DIRECTOR

Chirag
29/4/24

29/04/24

Myrayash Hotels Pvt. Ltd.

Registered Address:

202, Building no. 12, Charvi Reemz Bardez, Anjuna Mapusa
North Goa GA 403509 IN

Tel 0832 2274201 info@myrayash.com

CIN: U72499GA2016PTC013571

Corporate Address:

502, 5th Floor, Supreme Chambers, 17/18 Shah Industrial Estate,
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TERMS AND CONDITIONS

1. SCOPE OF ORDER:

Carrying out MS fabrication work for Site Barricade our Goa resort at Anjuna, Goa. All the materials required shall be in contractor's scope to complete the obligation of the contract, as per the approved & coordinated drawings issued by the Architect and Consultants.

Location – All sides and Boundaries of resort at Anjuna, Goa Project

a) Material Specification of Barricade

- Vertical Supports Outer Framing ISMC 150 x75 erect 3 M c/c
- Horizontal Runners 32X32X2.6 mm- Box Pipe for Horizontal framings and cross bracings

b) Work Process:

- The contractor shall jointly conduct a site visit along with the site-in charge before work commencement and discuss the work schedule prior to start the work.
- Prior to starting of the work, contractor to make sample as per drawing and specifications and get it approved by clients Site In-Charge in written and then only further cutting and fabrication work shall be done.
- Carrying out cutting, fabrication, welding, installation of steel fabrication works as per the drawings, including all tools and tackles, welding machine, welding rods, lifting and shifting of material, loading, unloading etc. complete. The Work should be done as per the requirement and as per the satisfaction of Site in charge.
- The Barricade shall be fixed in such a way that it should not move after fixing. If the barricade/ gate is found moving after fixation, the repairing should be done by contractor at his own cost.

2. INCLUSIONS IN CONTRACTORS:

- Security of contractor's material / machineries:** Contractor shall be given space for storing his materials/machineries, if required. Contractor shall make lockable storage for his material at his own expenses. Contractor shall be responsible for safety & security of his material/machineries, at his own cost. Client shall not be responsible for any theft or damage to his material/machineries.
- Security of client supplied materials (if any):** Client shall order materials (required in scope of client's free supply) as per indents raise by contractor and shall handover such materials to contractor. Thereafter contractor only shall be responsible for any theft/damage to such materials. Client's appointed security agency is expected to be ONLY for security of client's property. Contractor shall not appoint same agency for security to his material/machineries. Any loss occurred by client due to theft/damage of such handed over materials (to contractor), shall be recovered from any amount due to contractor against his completed works.

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Contractor must submit reconciliation (if applicable) on completion of work along with Final-Bill.

- c. **Debris/Scrap Removal:** Contractor is expected to stack excavated left out wastage-material/debris/scrap generated out of all his scope of works at one designated location at ground floor, at his own cost. Such material/debris/scrap must be collected and stacked at ground floor in bags, as instructed by Engineer-in-charge. Debris/Scrap disposal outside of bldg. Site to municipal approved location is in contractor's scope.
- d. **Reconciliation of Material-** Not Applicable

3. EXCLUSION FROM CONTRACTOR'S:

- a. **Water:** Client shall not be able provide construction water & Contractor to do arrangement & distributions at his own cost, as required by him. Water for drinking is in Contractor Scope.
- b. **Electricity:** Client shall provide electricity connection at ground floor free of cost. Contractor to do further distributions at his own cost, as required by him. All materials & lights required shall also to be brought by contractor at his own cost for such distribution.
- c. **Labour Accommodation:** No Labour Accommodation shall be made available at site. Client shall not provide space for labour accommodation. Contractor shall make his own arrangements for labour. In special cases if Client shall provide labour hutments for labour accommodation, then it shall be on debitable basis.

4. WASTAGES CRITERIA: (Not Applicable)

5. GUARANTEE/WARRANTY: (Not Applicable)

6. TAXES & DUTIES:

- a. All government/municipal charges, deposits etc. shall be borne by the client, for the requirement of obtaining approvals for commencement/completion of construction works.
- b. The Goods and Services Tax (GST), as applicable shall be paid separately. TDS, if applicable shall be deducted as applicable
- c. Contractor shall submit his firm's GSTN Registration details, with a photocopy of the same.
- d. The Contractor shall remain Compliant under GST regime and in case of any financial loss to M/s. Myrayash Hotels Pvt. Ltd. due to loss of credits on non-compliance by the Contractor shall be made good to the M/s. Myrayash Hotels Pvt. Ltd.
- e. The Contractor shall not be entitled for any additional amount due to misinterpretation of laws regarding taxes & duties and wrong evaluation of liabilities of taxes and duties on his part. However, any increase or decrease in tax structure of GST shall only be considered in case of revised Government norms during the tenure on this contract.

Myrayash Hotels Pvt. Ltd. PF & ESTC shall be paid by contractor at his own cost.

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g. Input tax credit and related Compliance:

The credit to the M/s. Myrayash Hotels Pvt. Ltd. would be available only when the Contractor uploads correct and timely information on the GST network. Accordingly, Contractor shall ensure the following:

- Upload error free data relating to supplies made to M/s. Myrayash Hotels Pvt. Ltd. for availing timely credit
- Input correct GST number of the Contractor and the M/s. Myrayash Hotels Pvt. Ltd. on the invoice
- In case of any mismatch in the details declared by Contractor, the same would be rectified within the prescribed time limit.

Any GST liability arising on account of loss of GST credits for reasons such as failure from Contractor side to upload details of invoice with necessary particulars in GSTN would be recovered.

h. Change in law:

"In the event of introduction of any new taxing legislation or any change or amendment of any indirect tax laws (including but not limited to introduction of Goods and Services Tax), rules or regulations, which become effective after the date of this Contract, and which results in additional tax liability for the Contractor which is recoverable from the M/s. Myrayash Hotels Pvt. Ltd. under this Contract, the Contractor shall be reimbursed for any such increased cost by the M/s. Myrayash Hotels Pvt. Ltd. subject to production of documentary proof to the satisfaction of the M/s Myrayash Hotels Pvt. Ltd. to the extent directly attributable to such change in the tax laws.

Similarly, where introduction of any new taxing legislation or any change or amendment of any indirect tax laws (including but not limited to introduction of Goods and Services Tax), rules or regulations, which become effective after the date of this Contract, and which results in any decrease in tax liability for the Contractor which is recoverable from the Contractor under this Contract, the Contractor shall pass on the benefits of such reduced costs, taxes or duties to the M/s. Myrayash Hotels Pvt. Ltd.

The increased cost and/or reduced cost as mentioned above would mean net tax cost which is determined after considering all setoffs and credit available to the Contractor on the goods and services procured by it.

7. FIRM PRICE CONTRACT:

During this period, no escalation on price shall be allowed for any reason, whatsoever it may be.

8. QUANTITY VARIATION:

The quantities mentioned above are approximate and may vary to any extent. The rates are firm irrespective of any % of variation in the quantities. No claim regarding this shall be entertained and paid for.

9. RETENTION MONEY:

Not Applicable.

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29/04

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10. DEFECT LIABILITY PERIOD:

Defect Liability Period for Work shall be Two Year. Contractor at his own cost, to rectify the defects, if any, found during the guarantee period.

11. CONTRACT PRICE:

The total contract value is **Rs. 82,23,564/-** including all applicable taxes as per following BOQ. **Note:** The anticipated value shall be operative as a measurement basis purely and actual payment shall be made as per the actual work done.

12. COMPLETION SCHEDULE: The final date for completion shall be as instructed by EIC.

Starting date of work	1 st May, 2024
Completion of entire work	60 Days

*Subject to site approval. Shall be considered as per the date of work front provided by site team.

Work completion schedule shall be as submitted by Contractor within 4 days after signing of work order.

13. TERMS OF PAYMENT AND BILL SUBMISSION PROCESS:

a) Terms of Payment:

- 1] Stage 1 : Advance against Workorder :100% against material cost of GI profile Sheets and fabrication material.
- 2] Stage 2 : On 50% completion of work : RA Bill shall be raised at this stage for actual work done. 50% advance shall be recovered at this stage.
- 3] Stage 3 : On 80% completion of work : RA Bill shall be raised at this stage for actual work done. 100% advance shall be recovered at this stage.
- 4] Stage 4 : On 100% completion of work : Final Bill shall be raised at this stage for actual work done.

b) Bill Submission Process:

Contractor shall submit his Abstract sheet with measurement sheet to Site In charge and get it approved. Once this Abstract is approved this abstract shall be submitted to billing department for inward alongwith necessary documents such as challans, PF, ESIC, Insurance etc. (as per applicability as per terms of this order). Billing inward department after verification if founds all the documentation in place shall accept the bill with inward stamp. This inward stamp date shall be considered as valid bill submission date for making payment i.e the start date for calculating payment due date. On approval of this Abstract by the Site In-Charge & Project Head contractor has to arrange & keep two copies of the same with him. Out of which one shall remain with contractor and other one shall be

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attached with the original tax invoice for submission to Head Office Billing Department. The Site In-charge at site shall send the original copies to the Billing Department at office.

- c) **Final Bill:** Contractor shall claim his final bill on satisfactory completion of work and after obtaining "Work-Completion Certificate" from Engineer-in-charge. The final bill shall be paid within 45 days on submission of bill, after verification of joint measurements by the both parties & on receipt of "No Due Certificate" from the Contractor.
- d) **Acceptance of Bill:** Bill shall be accepted if all the entries made in Bill by contractor are as per W.O. (i.e. Name of Client, Work Order no, Rates etc.). Contractors should submit all jointly signed measurement sheets signed by PM / DGM & abstract sheet signed by Project In charge, jointly signed site execution checklists, labour Insurance copy etc. along with his Bills with minimum documentation.
- e) **Interim Bill Format:** Contractor shall raise the bills in provided Bill format only.

14. LIQUIDATED DAMAGES:

Contractor shall adhere to time schedule and other specifications with respect to the above works as mentioned in the Completion Schedule mentioned in completion schedule. In case of any breach or deviations in these regards and thereby delayed schedule of completion/delivery, you shall be liable to pay by of liquidated damages as penalty @ 0.5% per week and/ or part thereof of the total contract value up to the maximum of total 5%. This liquidated damage shall be recovered from your running payments and / or pending bills.

Measures to be taken for unattended scope of works (items) by contractor: The Contractor shall be given maximum 7 days' notice to start any of the unattended item which is in scope of contractor. On completion of this notice period if the Contractor is failed to start the unattended item with full strength (which is in his scope of works), Client shall carry out the said works through other agencies at Contractor's risk and cost, without issuing any further notice to contractor. Client does not need any approval from contractor to start such works with any other agency. However, as a punitive measure the expenses shall be recovered "at twice of the cost accounted by client for carrying out the said works by other agencies".

15. CONTRACTOR'S REPRESENTATIVE:

Contractor should submit organogram for approval. The Contractor shall have at upcoming resort at Anjuna, Goa one competent representative on site at all times during working hours throughout the Contract period who shall be empowered to make decisions on behalf of the contractor in respect of all matters likely to arise in connection with the execution & coordination of the works at site. This Representative of the contractor at site shall also have the power to take joint measurement and sign the measurement books/bill. Any directions, explanations, instructions, or notices given by the Client's PM to such representative shall be held to be given to the contractor and the contractor shall be solely liable for the same.

16. DOCUMENTATION:

Contractor shall maintain the relevant documents required by statutory authorities and should produce as and when required by Client. Client has appointed labour consultant who organises meeting end of each month. It shall be mandatory for the contractor or his

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representative to attend this meeting and submit relevant details as applicable. Absence and noncompliance to the meeting requirements shall be treated as breach of contract and may lead to withholding of payments as per clause or termination of contract as per clause.

17. RECORDING OF MEASUREMENT:

Contractor shall make joint measurement sheet of the actual work done with Client's representative & paid accordingly.

18. QUALITY ASSURANCE:

If required, Site team will jointly inspect the material at factory before delivery of material at site with prior intimation through email.

All the material's unit weight, make & specifications shall be checked by Client's Site In-charge of Site when materials get delivered at site.

19. QUALITY CONTROL:

- a) All materials, plant and workmanship of Works shall be,
 - o Of the respective kinds described in Contract, conforming to Specifications.
 - o Free of any Defect, in material, design and workmanship.
 - o Subjected from time to time such Tests at the place of manufacture or preparation or at Site as specified in Contract.
- b) The Client shall be entitled to check the Works, for which Contractor shall provide assistance, labour, electricity, fuels, enabling tools and aids for examination, testing and measuring any materials before incorporation in Works.
- c) All costs of samples and testing clearly provided for in Contract and governing Codes and Specifications shall be deemed to be included in Contract Price.
- d) Contractor shall record results and observations of Tests at various stages and submit all such records as a prerequisite to taking over of the Works by the Client.
- e) No approval of design, calculations and Tests by the Client shall relieve Contractor of his obligations under the Contract.
- f) Incoming finished material to be checked by Site In-Charge prior to installation at site.

20. SAFETY, INSURANCE AND LABOUR LAW:

Contractor shall adhere to time schedule and other specifications with respect to the above works as mentioned in BOQ. Labour is solely responsibility of Contractor. Contractor should issue safety equipment's/items such as safety Belts, Helmets, Glasses, Gloves & safety Shoes etc. to his labour before start of work. If any of contractor labour is found not using them, then contractor shall be fined for every such incident.

Contractor shall, at their own cost, obtain and maintain registration, license and insurance to fully cover their personnel deployed at site, as required under prevailing labour laws (e.g. Contract labour act, PF, PT, BOCW, MLWC, ESI etc.) & workmen's compensation act. Contractor shall also arrange at their own cost the required insurance against personal accident risk in respect of their personnel deputed at site. Contractor shall indemnify and shall

MyRayash Client indemnified against any and all actions, claims, damages and costs, under the

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above labour laws & workmen's compensation act. Contractor shall at their cost arrange requisite insurance policies for their material, tools, tackles, equipment's etc. Contractor shall at their own cost arrange requisite Insurance policies for their materials, tools, tackles, equipment etc.

In the event of expenses incurred by M/s. Myrayash Hotels Pvt. Ltd. due to failure or inability of contractor to discharge the duties arising out of compliances required under above mentioned labour laws and insurance requirement then the same shall be made good (recovered) from the payable amount to contractor.

The said contract entered between the parties shall be on principal-to-principal basis and M/s. Myrayash Hotels Pvt. Ltd. shall not be responsible for any vicarious liabilities, damages for any act, tort, default whether intentional and/or accidental committed by M/s. YKB Infra Private Limited in the course of the execution of the work whatsoever and M/s. YKB Infra Private Limited hereby undertakes to take insurance to cover all such eventualities and hereby indemnifies M/s. Myrayash Hotels Pvt. Ltd. and shall keep saved, harmless and indemnified M/s. Myrayash Hotels Pvt. Ltd. from the same.

21. PF& ESIC:

The Contractor shall maintain all statutory Registers and include in their rates all expenses towards meeting obligations under the Provident Fund Act. He shall follow all rules and regulations required under the Act as may be in force from time to time. The Contractor shall cover all their workmen working at the Site, under the PF & ESIC Scheme, and directly deposit the required amounts with the concerned authorities. Proof of deposit along with individual names and accounts shall be provided to the Client project in charge along with the RA Bills.

22. MEDICAL CERTIFICATES:

It shall be the responsibility of the Contractor to ensure and maintain good hygienic conditions in the labour camp and toilets till satisfactory completion of all his works, at his own cost. Contractor must follow rules and regulations laid by BMC/Govt. regulatory from time to time for maintaining healthy and hygienic conditions at site, at his own cost.

23. TERMINATION OF CONTRACT:

The Client shall reserve the right to terminate this contract and appoint another contractor to execute the balance works and with hold any materials belonging to the contractor at the site for which payment is made by the Client, in the following cases:

- a. If it appears that the contractor is not capable of completing the project on schedule or otherwise and no work is carried out on site for a maximum of 7 days from the date of issuing the warning notice by the Client in writing.
- b. If the contractor neglects regularly the instructions of Client's project in charge, despite previous written warnings.
- c. If the contractor does not comply with the contract conditions.
- d. If the contractor allots any part of the work to any other Party or subcontractors without the prior written approval of the Client/Engineer-In-charge.
- e. If the contractor does not maintain the acceptable quality of the workmanship.

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- f. If the contractor does not observe the safety precautions at site or comply of rules and regulations of local and government bodies or non-compliance of any other conditions required under the agreement.

In the event of termination of the contract owing to any of the above reasons, the contractor shall be liable for all financial damages that may occur due to stoppage of work, Increase in price due to appointment of new contractor etc. shall be recovered from the contractor's bill. Client shall also have right to terminate the contract for any delay in getting approvals/permissions or for any other reason management deems fit to do so. In such case of termination, the Contractor shall be paid as per the work executed as per the BOQ, and payment terms mentioned in the work order. Decision of Client shall be final in such case.

24. DAMAGED WORK:

If any finished work is damaged by the contractor while doing his work, the cost incurred to repair that finished work shall be recovered from contractor (material and labour cost). If the Engineer-in-charge, deems it inexpedient to get corrected or rectified any work of the Contractor which is defective or damaged or of substandard quality or is generally not in accordance with the Contract Documents, then an equitable and appropriate deduction shall be made therefore from the Contract Sum, and the Engineer-in-charge's decision in this respect shall be final and binding on the Contractor.

24.1 Deletion / Addition of work:

The Client shall have the authority to delete/add any Work from the contract without entertaining any claims from the Contractor.

25. FORCE MAJEURE:

If either Party is unable to carry out his obligations under this Contract due to an Act of God, war, riot, blockade, strike (i.e. national/ state or city), lockout, flood or earthquake, epidemic or pandemic or Government orders/ restrictions not within the control of the parties hereto which results in an inability, in spite of due diligence of either party in performing its obligation in time, this Contract shall remain effective, but the obligation which the affected party is unable to carry out shall be suspended for a period equal to the duration of the relevant circumstances :

- Due to above circumstances, the nonperforming party shall discuss the matter with the other party/ Client and apply for grant of extension of time to fulfil its obligations.
This clause does not envisage or entitle the nonperforming party/ contractor for any financial assistance or compensation
- Notwithstanding anything contained to the contrary it is clarified that economic hardship, non-availability of material, labour and transport shall not constitute Force Majeure. The overall responsibilities and obligations of the parties shall not be excused by reasons of Force Majeure situation.

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- c. Notwithstanding the above if the Force Majeure continues for a period of three months or more in that event without prejudice to the rights of the parties, the Client shall have the right thereafter to terminate this contract.

26. INDEMNIFY:

The Contractor hereby indemnifies and keep indemnified the Client and hold Harmless and protect the Client, the Client's Representative, and their respective agents, against and from all claims, suits, proceedings, liability, damages, losses and expenses (including legal fees and expenses) caused/incurred by reason of any breach, negligence, non-performance, non-observance in respect of:

- i. Safety with PPE for their labours, staff and the contractors team, welfare of the labours and their staff, regular health check of the labours and staff, providing hygienic logistics including toilets and accommodation/ hutments at labour camp or outside case by case basis, insurance including workmen compensation for the labours and staff, insurance for their machineries and tools, registration of all labours under BOCW Act, PF and ESIC contribution of the labours and staff as applicable for this contract, payment of regular / timely/ monthly wages to their labours and sub-contractors/ suppliers.
- ii. A bodily injury, sickness, disease or death, of any person whatsoever arising out of or in the course of or by reason of the Contractor's design (if any), the execution and completion of the Works and the remedying of any defects or from any material used in the work or from any cause whatsoever during the process of the work.
- iii. Damage to or loss of any property, real or personal (other than the Works), to the extent that such damage or loss arises out of or in the course of or by reason of the Contractor's design (if any), the execution and completion of the Works and the remedying of any defects or from any material used in the work or from any cause whatsoever during the process of the work.
- iv. Non- payment of statutory dues of any nature and penalty thereon pertaining to Royalties, Levies, Transit insurance, charges payable to Municipal Corporation as applicable to this contract.
- v. Demands, penalties incurred and/or levied due to non-observance of any of the statutory provisions and/or regulations and/or rules pertaining to Labour Laws, BOCW Act.
- vi. Demands, penalties incurred and/or levied due to non-observance of any of the statutory provisions and/or regulations and/or rules pertaining to all Central and State Government's Industrial/Labour enactments and Rules made there under, Insurances, Provident Fund as applicable from time to time under this contract.
- vii. Non- payment of dues of any nature and consequences thereon pertaining to mathadi charges if they are engaged in relation to this contract.
- viii. Non- payment of dues of any nature and consequences thereon pertaining to Contractors' labour payment, contractors sub-contractor and his labour payment, material supplier payment, contractors direct and indirect staff, towards labour welfare as applicable contractors Plant & Machinery Payment.

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- ix. Non-payment of statutory dues of any nature and interest and penalty thereon pertaining to all provisions of all applicable taxes prevailing at that time including but not limited to Goods and Service Tax (GST), tax deduction at source, Income tax, and applicable duties.
- x. Non-compliance to the existing enactment on environmental protection and rules made thereunder, regulations, notifications and byelaw of the State or Central Government, or local authorities and any other law, by-law, regulations that may be passed or notification that may be issued in this respect in future by the State or Central Government or the local authority.
- xi. For all matters in connection with the distribution and use of Power for their works. Should any accident by way of damage and / or electrocution or injury occur in connection with such distribution, use and consumption of power, the Contractor shall be fully responsible for all such accidents and shall bear and pay for all costs and expenses that arise due to and as a consequence of such accidents.
- xii. For the purpose of this contract no illegal immigrants shall be engaged by the contractor or their subcontractor for this contract.

27. HOUSEKEEPING:

Proper housekeeping shall be considered as mandatory requirement. The Contractor shall be required to maintain the Site, Works and surroundings in a neat and orderly manner, free of accumulating debris, haphazard stacking of materials, unhygienic and unsafe environment, cleaning of the Site at all levels inside and outside, removal of unwanted materials, packing cases etc., shall be undertaken at upcoming resort at Anjuna, Goa once on daily basis. The Contractor shall promptly inform the Engineer-In-Charge in the event that any other contractors on the Site causes debris on the Site and Engineer-In-Charge shall direct the other contractors to remove the debris from the Site. The Contractor shall nominate the safety officer to be responsible for the housekeeping. Unwanted material and debris shall be carted away from the Site and disposed off on a daily basis in accordance with the provisions of the Law. In case in the opinion of Engineer-In-Charge that the house keeping is not carried out to acceptable standards, then the Client has the right to engage an outside agency for the same at the cost thereof at actuals and risk of the Contractor. An additional 25% of the said cost shall be recovered from the Contractor.

a) Care of Works:

The Contractor shall take full responsibility for the care of the Works and materials and Plant for incorporation therein from the Commencement Date until the date of issue of the Taking-Over Certificate for the whole of the Works, when the responsibility for the said care shall pass to the Client.

b) Responsibility to Rectify Loss or Damage:

If any loss or damage happens to the Works, or any part thereof, or materials or Plant for incorporation therein, during the period of execution of Works, from any cause whatsoever, the Contractor shall, at his own cost, rectify such loss or damage so that the Permanent Works conform in every respect with the provisions of the Contract to the satisfaction of the Client.

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28. CLAIMS, DISPUTES & JURISDICTION:

If any dispute whatsoever or difference of opinion of any kind arising out or in connection with or in relation to this Work Contract then the same shall be referred to the Client's Vice President (Projects) or / Vice President –Contracts & Procurement and the Contractors Owner, who shall discuss the same, ascertain all the relevant facts & assess all the possible parameters and make all reasonable efforts so as to reach at an amicable settlement.

Jurisdiction: -

All disputes arising out of or in connection with this Work Contract shall be deemed to have arisen at Mumbai and only Courts in Mumbai shall have exclusive jurisdiction to determine the same.

29. WITHHOLDING OF PAYMENTS:

a) Right to Withhold—The Client may refuse to approve any payment or nullify any payment previously approved and paid, because of subsequently discovered evidence or the results of subsequent inspections or tests, to such extent as may be necessary in the opinion of the Client to protect the Client from loss. The loss could be because.

- i. the Work is defective,
- ii. billed part of the Work has been deleted under Clause or third party claims have been filed.
- iii. of reasonable doubt that the Work cannot be completed for the unpaid balance of the contract price,
- iv. of reasonable indication that the Work will not be completed within the contract period
- v. of the failure to clean up,
- vi. the Client has been required to correct defective Work
- vii. of failure to meet statutory obligations of PF, ESIC, Labor law compliances, Insurance compliances.
- viii. of failure to meet safety requirements of client after repeated warnings.
- ix. Any unlawful activity actively or passively supported by the Contractor.

When the grounds for withholding payments are removed, payment shall be made without any interest in amount withheld from the Contractor.

b) Client 's Adjustment Notes /Debit Notes:

- i. The Client shall issue the adjustment notes /debit notes in respect of the written notices/Instructions issued for those nonconformity; withholding payments for the reasons stated in Clause no. 29 and non-fulfillment of the Contractor's obligations as stated in this Contract;
- ii. The Contractor shall accept the adjustment notes /debit notes issued by the Client in 7 days. If the adjustment notes or debit notes are not acceptable by the Contractor; the Contractor shall revert with the Clarifications /reasons within 7 days of such adjustment notes /debit notes issued by the Client. The Engineer –In-Charge shall review and evaluate the Clarification /reasons provided by the Contractor and shall

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take a decision within 3 working days of such occurrence. The decision taken by the Engineer-In-Charge shall be final and binding on the Contractor.

- iii. The Contractor shall immediately provide their acceptance to the adjustment notes/debit notes by signing the Debit notes. The Contractor shall ensure that the Debit notes issued shall be shown in his GST returns as per the provision of GST Law.

c) Client's Right to disburse Withheld Payments: The Client may disburse payment to Contractor's sub-contractors, vendors, employees or any third party from the amounts withheld pursuant towards the payment of any and all claims, which are grounds for such withholdings under Clause. In doing so the Client shall be deemed to be the supervisor of the Contractor and any payments so made by the Client shall be considered as a payment made in good faith. Such a payment shall not be deemed to constitute any Client – employee relationship between the Client and the Contractor's sub-contractors including nominated sub-contractor's employees or any third party. Such payment by the Client may be made without prior judicial determination of the claim or claims. The Client shall render to the Contractor a proper accounting of such funds disbursed on behalf of the Contractor. The Client shall not be responsible to compensate the Contractor against such disbursed funds under any circumstances. Client shall give a notice of his intentions to the Contractor prior to the actual disbursement.

30. EXTRA ITEMS:

- a. In all cases wherever extra items are to be executed as per exigencies of work and ordered by E-in-C, the Contractor shall furnish detailed Rate Analysis along with necessary details as and when required by the E-in-C.
- b. The E-IN-C on establishing the validity of such claims shall certify the amount payable for such work and rates so determined shall be final and binding on the Contractor.

c. Materials:

- The material cost inclusive of taxes, levies, fees, duties, transportation, loading, unloading etc. as delivered to the site.
- Proof of cost in form of an invoice/Paid bills other relevant working documents, delivery challans duly attested by E-in-C to be submitted along with the extra item claim.
- Claim should be raised within 7 days of starting of any extra item being executed, if rates are not pre-certified.
- Contractor MUST obtain a written permission from E-in-C for claimed extra items or the extra item claim shall not be entertained or paid.

- d. Labour: The direct cost of labour including indirect charges thereon shall be considered as 20% of the cost of material.

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- e. Overheads and Profits: In addition, the Contractor shall be entitled to payment towards Establishment, operational costs of plant and equipment, Salaries, taxes, cess, overheads and profit. This shall be deemed to be 10% for OH & Profit of Clause (c) + (d) as above.
- f. Extra Item Billing: - Contractor should claim his extra item bill within 30 days of completion of work at site or before covering of that work, whichever is earlier. No claim shall be entertained after 30 days of completion of the extra item or after covering of that extra item work.

This agreement is being sent to you in Duplicate. You are requested to sign indicating acceptance of all terms and conditions stated above and return the copy to us duly signed by the constituted power of attorney holder.

For **M/s. Myrayash Hotels Pvt. Ltd.**

For **YKB Infra Private Limited**

Authorized Signatory

Authorized Signatory

Enclosures:

Annexure A – BOQ

Annexure B – General Facility Matrix

Annexure C - Penalty Matrix

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ANNEXURE B - GENERAL FACILITY MATRIX

Sr. No.	Description	By Client	By Contractor	Remarks
1	Labour hutments			No Space Available
2	Electricity for Work	At every alternate floor, free of cost.	Further distribution in contractor's scope.	
3	Construction Water	At every alternate floor, free of cost.	Further distribution in contractor's scope.	
4	Electricity at hutment			NA
5	Water at labour hutment			NA
6	Godown	Space will be provided	Walling with lockable arrangement to be made.	
7	Hoist for material lifting			NA
8	Safety & Security of Contractor material		✓	Both in Contractors scope.
9	Debris to be collected, shifted and stacked at one designated place as instructed by the site in charge		✓	Removal of Debris outside the site premises shall be in client scope.
10	Providing PPE's		✓	
11	Medical Facility		✓	
12	Plants, Tools and Tackles		✓	
13	Providing ID Cards		✓	

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ANNEXURE C PENALTY MATRIX:

1) Penalty against non-compliance

Non-compliance or non-performance or found working with unsafe act/condition by any labors/ employees/ workmen, in respect of EHS requirements, shall be treated as an offence and the Contractor shall be penalized for each such offence as per the EHS penalty matrix; If the same violation/offence is repeated/ committed for more than 3 (three) times, this agreement shall be terminated and contractor shall be liable to pay damages as agreed in the agreement.

Penalty Matrix				
Sr. No	Unsafe acts	1 st Offence	2nd Offence	3rd Offence
1	Failure to wear personal protective equipment.	Rs.500	Rs.1000	Stop work
2	Wearing of PPE'S in incorrect manner.	Rs.200	Rs.400	Stop work
3	Violation of safety regulations and rules.	Rs.1000	Rs.2000	Stop work
4	Smoking at places other than designated area.	Rs.200	Rs.400	Remove from site
5	While at work, possession and use of gutkha, alcohol or drugs.	Rs.1000	Rs.2000	Remove from site
6	Standing in an unsafe place or taking an unsafe posture.	Rs.500	Rs.1000	Remove from site
7	Unauthorized operation use of equipment / machinery	Rs.1000	Rs.2000	Rs.10000
8	Using defective tools, or using them in an improper manner / place	Rs.500	Rs.1000	Rs.10000
9	Operating tools / equipment at an unsafe speed.	Rs.1000	Rs.2000	Rs.10000

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Penalty Matrix				
Sr. No	Unsafe acts	1 st Offence	2nd Offence	3rd Offence
10	Carrying out maintenance of machine while running.	Rs.1000	Rs.2000	Rs.10000
11	Use of ladder not in good condition or improper use	Rs.500	Rs.1000	Rs.10000
12	Taking electrical connection from DB without industrial top.	Rs.500	Rs.1000	Rs.10000
13	Using DB without RCCB/ELCB	Rs.500	Rs.1000	Rs.10000
14	Use of leaked electrical cable	Rs.500	Rs.1000	Rs.10000
15	Working without work permit.	Rs.1000	Rs.2000	Remove from site
16	Keeping gas cylinder in horizontal position while using / stacking	Rs.1000	Rs.2000	Rs.5000
17	Shifting of Gas cylinders without hand trolley.	Rs.1000	Rs.2000	Rs.5000
18	Lighting gas cutting torch without automatic lighter	Rs.1000	Rs.2000	Rs.5000
19	Use of domestic Gas cylinders.	Rs.1000	Rs.2000	Rs.5000
20	Using of chain pulley for lifting load more than its capacity.	Rs.1000	Rs.2000	Stop work
21	Improper or no barrication at earth pits / sump areas / open wells / shafts, etc.	Rs.1000	Rs.2000	Rs.5000
22	Over stepping safety barrications	Rs.500	Rs.1000	Rs.5000

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Penalty Matrix				
Sr. No	Unsafe acts	1 st Offence	2nd Offence	3rd Offence
23	Improper stacking of materials.	Rs.500	Rs.1000	Stop work
24	Using other contractor's material / equipment without permission.	Rs.1000	Rs.2000	Remove from site
25	Poor housekeeping— (failure to put things in proper order when not in use and to dispose of trash properly).	Rs.500	Rs.1000	Rs.5000
26	Housekeeping standards not maintained before, during & after carrying out any hot work operation (Fire hazard)	Rs.1000	Rs.2000	Rs.10000
27	Removing or bypassing safety devices without proper permission	Rs.1000	Rs.2000	Rs.10000
28	Use of mobile phone or hearing music with head phone while working.	Rs.200	Rs.400	Remove from site
29	Indulging in unwanted arguments, or distracting or startling other employees.	Rs.500	Rs.1000	Remove from site
30	Disregard to other workmen safety	Rs.500	Rs.1000	Remove from site

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3i	Taking breaks or lunch in undesignated areas (Undesignated areas may have airborne (or other) hazards)	Rs.200	Rs.400	Rs.1000
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MYRAYASH HOTELS PVT. LTD.					
WORK ORDER (Annexure - A)					
CONTRACTOR: M/s. YKB Infra Private Limited				WO. No.: MYHPL/ANJUNA/2024/15	
ADD:- SX-2, 6th Floor, Indraprastha Building, Above Bank of Baroda, Dr Shirgaokar Road, Panaji, North Goa - 403001 Email Id: ykbinfra@gmail.com				WO Date:- 26/04/2024	
Name:- Mr. Yuvaraj K. Bandodkar Mobile No:- 9890224589					
Billing Address:- M/s. MYRAYASH HOTELS PVT. LTD. 202, Building No.12, Charvi Reemz Bardez, Anjuna Mapusa, North Goa GA 403509 IN GST No. 30AAKCM6403C1Z2, State - Goa, State Code - 30					
Project:- Goa Resort at Anjuna, Bardez Taluka, North Goa District, Goa - 403515					
Subject:-		Work order for Barrication works for our Goa resort at Anjuna, Bardez Taluka, North Goa District, Goa - 403515		GST No. : 30AABCY6287F1ZB	
Sr. No.	Description	Approx Qty	Unit	Rate	Amount (Rs)
A	Material				
1	Providing colour coated galvalume profile sheets of 30mm and pitch of corrugation 200 mm (colour and shape of profile as approved by the Engineer-in-charge), 0.50 mm (TCT) total coated thickness (tolerance as per relevant IS code), material yield strength 550 MPa , galvalume AZ- 150 (zinc aluminium alloy coating nominal composition : 55% aluminium, 43.5% zinc & 1.5% silicon mass total of both sides) with regular modified polyster paint and coating of 20-25 micron RMP on both surface including primer.				
a	20 Feet	2.8	Nos	2,686	5,85,548
b	15 Feet	241	Nos	2,015	4,85,615
c	10 Feet	472	Nos	1,343	6,33,896
A	MATERIAL COST OF PROFILE SHEET :				17,05,059
2	Providing & Erecting Steel for horizontal Sq tube equal section of 32X32X2.6 mm-fixed horizontally on the vertical pole on equal distance starting at a height of 20 cm from the ground floor with all tool & tackle, machinery, welding rod including required screw the fabrication work to be carried out as per IS Standards & to the satisfaction of Engineer In charge.	10241	Kg	71	7,27,111
3	Providing & Erecting Steel for Profile Sheet of ISMC 150 x75 erect 3 M c/c with vertical of Height 6.0 m for 15 feet height & ISMC 100 3 mt height for 10 feet height with all tool & tackle, machinery, welding rod & applying one coat of zinc primer to all the member. the fabrication work to be carried out as per IS Standards & to the satisfaction of Engineer In charge.	22505	Kg	81	18,22,905
B	MATERIAL AND LABOUR COST OF FABRICATION WITH SCREWS :				25,50,016
4	Providing & applying two coats of Zink Cronite Primer	32,746	Kg	8	2,61,968
C	M+I COST OF PAINTING :				2,61,968
B	Labour				
1	Excavation for erection of steel structure for Barricade 20 feet height	74	Nos	1,000	74,000
2	Excavation for erection of steel structure for Barricade 15 feet height	82	Nos	1,000	82,000
3	Excavation for erection of steel structure for Barricade 10 feet height	158	Nos	900	1,42,200
4	Labour charges for the fixing of sheet	4,155	Sqm	275	11,42,625
5	Making a gate & accessories	3	Nos	12,000	36,000
D	LABOUR COST FOR EXCAVATION & SHEET FIXING				14,76,825
6	Providing and supplying M20 grade of concrete for MS poles of size 0.60x0.60x1.0 M & 0.40x0.40x0.60	94	Cum	12,000	10,08,000
E	M+I COST OF M2 GARDE CONCRETEIN HOLES				10,08,000
	SUM (A+B+C+D+E)				70,01,868
	Add IGST @ 18%				12,60,336
	GROSS AMOUNT:				82,62,204

Chirag
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Myrayash Hotels Pvt. Ltd.

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MYRAYASH HOTELS

Terms & Conditions:		
*	Payment Terms 1) Stage 1 : Advance against Workorder : 100% against material cost of GI profile sheets and fabrication material. 2) Stage 2 : On 50% completion of work : RA Bill shall be raised at this stage for actual work done. 50% advance shall be recovered at this stage. 3) Stage 3 : On 80% completion of work : RA Bill shall be raised at this stage for actual work done. 100% advance shall be recovered at this stage. 4) Stage 4 : On 100% completion of work : Final Bill shall be raised at this stage for actual work done.	
*	Recovery of advance : Advance against material shall be recovered on 80% completion of work.	
*	TDS will be deducted as applicable.	
*	Materials unloading and shifting on required location is in contractor's scope.	
*	The above mentioned rates are confirmed and final and subject to no changes till the completion of above mentioned work.	
*	Above Rate are inclusive of all machinery, tools & tackles pertaining to this work.	
(Prepared By)	For Myrayash Hotels Pvt. Ltd.	For M/s. YKB Infra Private Limited
 Sr. G.M. (Contracts)	 PRESIDENT	Accepted 25/5/24
	 DIRECTOR 30/4/24	Contractor's Signature with Stamp
This Work Order is being sent to you in duplicate. Please return the duplicate copy duly signed as a token of your acceptance. Subject to Mumbai Jurisdiction only.		

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