

NANGLOI WATER SERVICES PRIVATE LIMITED

WORK ORDER

Date: 26/02/2020

WO. No: NWS/PROC/WO.WORKS/1287/2019-20

M/s VISION ENGINEERS

Plot No. A 234, Laxman Vihar Phase (I),
Street No. 12, Gurgaon – 122 001 (Haryana)
GSTIN: 06 AAHFV2087R 1ZE

Attn: Mr. Ramayan Yadav (+91 98996 97949)

Sub: Works Order for Construction of BM Chamber & RCC Valve Chamber in Mohan Garden Zone under Nangloi Command Area (SAC Code: 9954)

Dear Sir,

With reference to our invitation of enquiry, your offer, negotiation held with NWS on price and terms & conditions, we, Nangloi Water Services Pvt. Ltd. (NWS) are pleased to award you this Work Order for Construction of RCC Valve chamber in Mohan Garden Zone under Nangloi Command area pertaining to (DJB) subject to terms and conditions mentioned hereunder:

This Work Order supersedes all previous representations, negotiations, understanding, letters and correspondences exchanged between us on the subject matter.

In the Works Contract (as hereinafter defined) the following words and expressions shall have meanings hereby assigned to them, except where the context otherwise requires:

Owner: The Owner shall mean M/s. Delhi Jal Board (DJB)

NWS : The NWS shall mean M/s. Nangloi Water Services, having its Office at Nangloi Water Services Pvt. Ltd., C-1, First Floor, Yadav Park Main, Nangloi, New Delhi – 110041 (GSTIN: 07AAECN2735Q1Z0).

Contractor: The Contractor shall mean **M/s VISION ENGINEERS**, Plot No. A 234, Laxman Vihar Phase (I), Street No. 12, Gurgaon – 122 001 (Haryana)

1. Scope of Work:

The Scope of Work includes construction of BM Chamber & RCC Valve Chamber in Mohan Garden Zone under Nangloi Command area including all necessary civil works as per BOQ attached herewith as Annexure-I.

Any work not specifically mentioned in the scope of work, but necessary for the satisfactory execution and completion of the assigned jobs as per DJB-NWS contract agreement (as attached & part of this contract) is deemed to be included in the Scope of Work to be executed by the Contractor within the specified time and the work order/contract value.

Head Office :

C-1, First Floor, Yadav Park Main Rohtak Road, Opp. Metro Pillar No. 437, Nangloi, New Delhi-110041 Tel.: +91 11 2594 3430
Email : info@nws-india.com Website : www.nwswater.com

Registered Office :

Nangloi Water Treatment Plant, Delhi Jal Board, Kamruddin Nagar, Nangloi, New Delhi - 110041 Tel.: +91 11 2836 4427
Corporate Identification No. (CIN) : U41000DL2013PTC247846

NANGLOI WATER SERVICES PRIVATE LIMITED

2. Site Visit:

The Contractor has already visited the site and made himself well acquainted with the locations, area and related logistics & equipments for completing the specified works.

3. Final Work Order/Contract:

The payments shall be made by the NWS based on the unit rates and quantities and as per measurement of actual work executed at the project site duly verified by NWS Site-In-Charge. The quantities under this order are tentative only and NWS reserves the right to stop the contractor for executing any further work at any point of time due to any reason whatsoever. The total contract basic value shall not go beyond ₹ 27, 40,540/- (Rupees Twenty Seven Lakh Forty Thousand Five Hundred Forty Only).

The final rates agreed upon are inclusive of:

- i. Mobilization and Demobilization expenses.
- ii. All necessary consumables, accessories, equipment including tools & tackles required for the job.
- iii. Transportation, boarding, lodging facilities for personnel deployed for execution of assigned works.
- iv. The contractor's manpower will be engaged to carry out the work as and when required.
- v. All testing charges shall be in the contractor's scope of work.
- vi. Mix design, if any, is to be done by the contractor and shall be paid by NWS at per actuals.

Please note that the quantities in BOQ are indicative. It may be increased or decreased based on the actual site condition. However, the total Work Order value shall not be increased and will remain the same. Quantity variation shall be accepted subject to the reach of total WO value.

4. Rates & Escalation:

The unit rates agreed upon shall remain firm and unchanged throughout the total period of execution of works under this work order including the extended period, if any and till the time of completion of the work and shall not be subject to any variation whatsoever.

This being firm and final price Work Order/Contract, no escalation is payable in future on any account whatsoever it may be.

The rates/price shall also not be subjected to any increase due to change in Govt. regulation/ laws as well as change in price of any input material.

5. Income Tax:

Income Tax shall be deducted by the NWS as per applicable prevailing rates under the Income Tax Act, 1961 and rules framed there under, while making payment to the Contractor.

6. Goods and Service Tax (GST):

- i. The Contractor must be registered in GST and shall provide GSTIN certificate to NWS.
- ii. GST to be charged extra as per prevailing rule. Any GST amount charged shall be mentioned separately and clearly on the final Tax Invoice. The Tax Invoice issued by the Supplier / Contractor shall adhere to the statutory requirements as set out in the applicable GST law governing the Supplier / Seller.
- iii. GST shall be payable at the applicable rate, against submission of Statutory Tax Invoice by the Contractor.

NWS/PROC/WO.WORKS/ 1287/2019-20 dated 26/02/2020

Page 2 of 14

Head Office :

C-1, First Floor, Yadav Park Main Rohtak Road, Opp. Metro Pillar No. 437, New Delhi – 110041

Registered Office Address :

Nangloi Water Treatment Plant, Delhi Jal Board, Kamruddin Nagar, Nangloi, New Delhi- 110 041, Phone No. 91 11 364427

Corporate Identification No. (CIN) : U41000DL2013PTC247846

NANGLOI WATER SERVICES PRIVATE LIMITED

- iv. In case GST collected from NWS is not reflected as Input Tax Credit in GSTR-2, then the amount to the extent of loss of credit shall be deducted and recovered from the Supplier/ Contractor.
 - v. The invoice must bear the same address of Contractor, which is registered with the GST Authority.
 - vi. The invoice must bear the correct name and full address of the Contractor.
 - vii. The interest / penalty levied on NWS due to Supplier's not depositing the GST shall be recoverable from the Supplier.
 - viii. Supplier / Contractor shall issue a Tax Invoice as per Invoice Rules if the goods / services are taxable and a bill of supply as per the Invoice Rules if the goods / services are exempted or non – taxable.
 - ix. Supplier / Contractor has to ensure that all the debit note / credit note is uploaded on the GSTIN portal in GSTR – 1.
 - x. Supplier / Contractor has to comply with Anti – profiteering clause and therefore, transfer the benefit to NWS by way of reduction in prices.
 - xi. Supplier / Contractor is liable and bound to rectify its return (GSTR-1) within the next tax period in case there is any error or omission which needs to be corrected / rectified pursuant to amendments done by the company in its GSTR – 2, if any for any period.
- However any liability/benefit in lieu of change in taxation law shall be in NWS account.

7. Royalties:

N.A.

8. Terms of Payment:

100% Payment shall be paid after successful construction of BM Chamber & RCC Valve Chamber including all necessary civil works against submission of monthly RA bill duly certified on the basis of Joint Measurement Record (JMR).

5% of the running account bill amount (**Excluding GST**) shall be retained as retention money by the NWS and the same shall be released in favor of the Contractor after successful completion of defect liability period of one year from date of commissioning. In case contractor performs part job on site accordingly part rate payment shall be provided.

All quantity mentioned in the BoQ are indicative. Payment shall be made as per the actual quantity executed. The Contractor shall submit proof/PF deposit Challan other relevant proof and documents as asked for, with the NWS along with running account bills/certified invoice. In case, Contractor fails to submit the documentary proof / PF deposit challan with the NWS, the NWS reserved its right to deduct the appropriate amount as per wage bill submitted by the Contractor, from the billed amount / payments made to the Contractor.

At the time of submission of final certified invoice with the NWS, the Contractor shall submit a declaration to the effect that there is no further claim under this work order against the NWS.

All payments shall be released within 30 days from the submission of duly certified invoice along with measurement sheets.

09. Performance Bank Guarantee:

Not Applicable

NWS/PROC/WO.WORKS/ 1287/2019-20 dated 26/02/2020

Page 3 of 14

Head Office :

C-1, First Floor, Yadav Park Main Rohtak Road, Opp. Metro Pillar No. 437, New Delhi – 110041

Registered Office Address :

Nangloi Water Treatment Plant, Delhi Jal Board, Kamruddin Nagar, Nangloi, New Delhi- 110 041, Phone No. 91 11 364427
Corporate Identification No. (CIN) : U41000DL2013PTC247846

NANGLOI WATER SERVICES PRIVATE LIMITED

10. Effective Date:

Effective date of this work order is **25-12-2019**. The Contractor shall proceed with the mobilization of personnel/workmen, materials, equipments, machinery etc. required for execution of the works assigned under this work order, in order to meet the time schedule as specified elsewhere in this Work Order.

11. Reference Documents:

The Contract between the Owner and the NWS and the Standard Specifications and guidelines of DJB which are forming part of the contract between the NWS and the owner, shall be the reference and guiding documents for all purposes, clarification, ambiguity etc., in respect of this work order/contract.

12. Contractor to arrange facilities at its own cost:

The Contractor shall engage sufficient number of manpower/personnel along with experienced and competent supervisors and engineers to ensure quality of work as also for smooth and uninterrupted progress of the works under this work order.

The Contractor shall ensure and arrange at its own cost the accommodation, transportation, boarding etc. for its personnel deployed for the execution of works.

The power & water required for execution of the specified works under this work order shall be arranged by the Contractor at its own cost.

The Contractor shall arrange for transportation of free issue material from the NWS warehouse to the designated project site.

13. Equipment & Machinery to be deployed:

The Contractor to ensure that the equipment and machinery required for execution of work are made available at site.

14. Licenses and Permits:

The Contractor shall obtain at its own cost, all the licenses and permits required under the provisions of applicable Acts/Statutes, Regulations and rules framed there under and those necessary for execution of various works under this work order/contract.

The Contractor shall obtain and keep valid license under the provisions of Contract Labour (Regulation and Abolition) Act, 1970 and other licenses, wherever necessary and required under any Act/statute of central/state govt. or regulatory authority for execution of any specified work under this work order, before the commencement of work and shall continue to have such valid licenses for the period/extended period, if any and till the completion of the entire works under this work order.

The Contractor shall submit to the NWS copies of all the necessary licenses/permissions/permits as applicable and necessary, before commencement of works under this work order.

15. Insurance Cover:

Policy to cover the Contractor's liability under Workmen's Compensation Act 1923. Minimum Wages Act 1948, Contract labour (Regulation and Abolition) Act 1970 and other relevant acts listed elsewhere. This Policy shall be for the period up to final completion of the work, including the Defects Liability Period, if any.

NWS/PROC/WO.WORKS/ 1287/2019-20 dated 26/02/2020

Page 4 of 14

Head Office :

C-1, First Floor, Yadav Park Main Rohtak Road, Opp. Metro Pillar No. 437, New Delhi – 110041

Registered Office Address :

Nangloi Water Treatment Plant, Delhi Jal Board, Kamruddin Nagar, Nangloi, New Delhi- 110 041, Phone No. 91 11 364427

Corporate Identification No. (CIN) : U41000DL2013PTC247846

NANGLOI WATER SERVICES PRIVATE LIMITED

16. Contractor's Liability:

In addition to the liability imposed by law upon the Contractor for injury (including death) to any person or persons or damage to property by reason of the negligence of the Contractor, which liability is not impaired or otherwise affected hereby, the Contractor hereby assumes liability for and agrees to save the NWS harmless and indemnifies from every expense, liability or payment by reason of any injury (Including death) to any person or persons or damage to property suffered through any act or omission of the Contractor, his employees, workmen or from the conditions of the Site or any part of the Site which is in the control of the Contractor for execution of the works under this Work Order/Contract.

17. Compliances under applicable Acts/Legislations, Rules & Regulations:

- (i) The Contractor shall abide by all Acts/statutes, Legislations/Rules & Regulations as applicable to the said Work Order. The Contractor shall ensure and pay wages to its workmen as per latest notified minimum wages applicable to the place of work under the Minimum Wages Act, 1948 and rules framed there under.
- (ii) The Contractor shall be entirely responsible for compliances of all applicable provisions under the Employees Provident Fund and Miscellaneous Provisions Act, 1952, Workman's Compensation Act, 1923 and other applicable Acts/statutes and rules framed there under, in respect of its manpower deployed for execution of the works under this Work Order.
- (iii) The Contractor shall obtain comprehensive insurance cover for its entire manpower deployed for execution of the works against any injury/death that may occur in the course of execution of works under this work order. The insurance cover should be valid for the period/extended period of this work order till the completion of the entire work under this Works Order.
- (iv) The Contractor shall indemnify and keep indemnified the NWS against all claims, liabilities and expenses, if any, arising out on default/breach of any statutory provisions on account of which such default/breach leading to such claim/expenses on the Contractor, with respect to all applicable statutory provisions.
- (v) The Contractor shall maintain statutory records viz. muster roll, payment register etc. in the prescribed format under applicable acts, rules and regulations; in respect of manpower deployed for execution of works under this work order.
- (vi) The Contractor shall disburse the wages to its workman in presence of authorised representative of the NWS.
- (vii) The Contractor shall submit with the NWS proof/challan pertaining to deposit of PF and other statutory payments.
- (viii) We have HR Consultant (H R Solutions) on board and in case of any query or guidance related to Minimum Wages, Provident Fund, ESIC / WC Policy and other compliance of Contract Construction workers under the Contract Labour Act 1970, Contractor may contact with Mr. Balvinder Singh (9810231923) at their own cost.

18. Health, Safety and Environment related Regulations:

Contractor shall follow minimum safety requirements as per NWS "Occupational Health and Safety Management Manual dated 1st July 2014" and is part of this contract attached as Annexure-II.

NWS/PROC/WO.WORKS/ 1287/2019-20 dated 26/02/2020

Page 5 of 14

Head Office :

C-1, First Floor, Yadav Park Main Rohtak Road, Opp. Metro Pillar No. 437, New Delhi – 110041

Registered Office Address :

Nangloi Water Treatment Plant, Delhi Jal Board, Kamruddin Nagar, Nangloi, New Delhi- 110 041, Phone No. 91 11 364427

Corporate Identification No. (CIN) : U41000DL2013PTC247846

NANGLOI WATER SERVICES PRIVATE LIMITED

- (a) **Healthy and hygienic Conditions:** The Contractor shall ensure that suitable arrangements are made for necessary welfare and hygiene requirements at the site. The Contractor shall ensure and maintain healthy and hygienic conditions at site and surrounding areas and shall follow the applicable rules and regulations and conditions, if any imposed by the local authorities.
- (b) **Safety of Site & Safety Equipments:** The Contractor shall take full responsibility for the adequacy, stability and safety of all Site operations and ensure that the methods of carrying out the work meet all the necessary safety standards and requirements of the EHS Plan. The Contractor shall arrange sufficient helmets, safety boots/shoes and protective clothing for use by their workmen. In case of emergency, the Contractor shall make available a vehicle suitable for the emergency evacuation of personnel from the site to a hospital staffed and equipped to receive injured personnel. If required, the contractor shall submit and maintain an evacuation plan for the entire duration of the project.
- (c) **Protection of Environment:** The Contractor understands that the Site is free from pollutants at the time of access to the Site and commencement of the Work. The Contractor shall comply with all applicable environmental laws and regulations and shall ensure that the Site is and remains free from pollutants at the end of execution of the entire work. The Contractor shall ensure inter alia that neither the soil nor the ground water is polluted or contaminated by fuels or lubricants emitted by machinery operated on the Site or by other dangerous or poisonous substances which are or are deemed to be hazardous to the environment. Notwithstanding the above, the Contractor shall comply with all the directions and decisions of the NWS in this regard.

19. Date of Completion:

Time being the essence of this contract, the Contractor shall ensure and be entirely responsible for completion of the entire works under this work order as per project schedule. Completion period is up to 31-03-2020 from the date of receipt of work order or commencement of work as directed by the NWS's Project Manager/Engineer-in-charge, whichever is earlier. The above period may be extended by the NWS on the same terms and condition and without any additional cost.

20. Liquidated Damages:

In case the Contractor fail to complete the entire works under this work order within the time schedule stipulated in this Work Order, the Contractor shall be liable to pay Liquidated Damages to the NWS at the rate of 0.5% per week of delay of the remaining work subject to a maximum ceiling of 5% of the total Work Order Value.

21. Professional Performance:

The Contractor has warranted that it shall perform the Work Order/Contract in a professional manner, using sound engineering principles, procedures and practices and with such care and diligence as are required by and in accordance with the standards of care customarily practiced by reputed and leading international contractors/engineers in the pipeline projects performing services and providing deliverables similar to the work for projects, similar to the Project. Contractor represents that it has the required skills and capacity to perform the Services in the foregoing manner.

22. Compliance to Specifications & other Requirements:

The Contractor shall comply with the standard specifications and other technical requirements for execution of the assigned work as defined and laid down by the DJB and which are forming part of the contract between NWS and the Owner. The Contractor shall also comply with Owner's/NWS's inspection requirements, measurement instructions etc.

NANGLOI WATER SERVICES PRIVATE LIMITED

The Contractor to note that acceptance of any technical or specification deviation taken by the contractor for execution of any of the jobs/works under this work order shall be subject to its acceptance by the NWS. In case of its non-acceptance, the Contractor shall execute the job without any deviations, extra time & cost implications to the NWS.

23. Protection of Underground Utilities and Repair of Damages:

The Contractor shall be fully responsible for location and protection of all underground lines and structure.

Despite all precautions, should any damage to any structure/utility etc., occur, the Contractor shall immediately contact the concerned person/ authority and repair work shall forthwith be carried out by the Contractor at its own expenses to the satisfaction of the concerned person/authority. If the Contractor fails to repair the damage in reasonable time, the NWS reserves the right to have the repair executed at the cost of the Contractor.

24. Free Issue/Supply of Material, If Any:

All free issue material, if any, supplied to the Contractor by the NWS, shall be properly stored and handled by the Contractor and such material shall be kept entirely separate for easy identification. The Contractor shall be required to keep a proper record which shall show details of the materials as issued from the storage area for fabrication purposes and the balance remaining available for use. The NWS reserves the right to check such materials and records and to call for the return of any or all free issue material at any time.

The Contractor shall be solely responsible and liable for safe keeping and safe custody of the all free issue material.

The contractor shall submit along with every running bill material-wise reconciliation statements supported by complete calculations; reconciling total issue, total consumption and certified balance and resulting variations and reasons therefore. Engineer-in-charge shall (whose decision shall be final and binding on the contractor) be within his rights to follow the procedure of recovery at any stage of the work if reconciliation is not found to be satisfactory.

25. Subletting/Assignments:

The Contractor shall not, without the prior written approval of the NWS, subject or assign to any other third party or parties the whole or any portion of the work under this contract. If such approval is granted, the Contractor shall not be relieved of any of its obligations, duties and responsibility which the Contractor undertakes under this work order/contract.

26. Confidentiality:

The Contractor understands and agrees to treat as strictly confidential all the technical data and information handed over by the NWS in terms of this Work Order. The Contractor shall not disclose or reveal the technical data and information provided by the NWS to any third party except its employees, if essential and strictly on need to know basis with corresponding confidentiality clause, as the contractor has been obliged to keep. The information which are become part of public domain are exempted from confidentiality clause.

Confidentiality clause shall not be applicable in respect of information already in possession of either party prior to its disclosure and not obtained or derived from the other party nor shall it apply to information obtained from any third party lawfully in possession of such information, who is not under a secrecy obligation of the NWS.

NANGLOI WATER SERVICES PRIVATE LIMITED

27. Defect Liability Period:

- (i) Defect Liability Period for the works executed pursuant to the Work Order/Contract shall be the period of 12 months after the issuance of Certificate of Works Completion by the NWS.
- (ii) If the Contractor does not initiate or undertake corrective actions within 7 days of receipt of the notification of defect and/or does not complete the corrective action then the NWS/Owner may, in addition to any other remedies or relief available to it under this Work Order/Contract, engage other agency/contractor to undertake such corrective actions at Contractor's sole risk and cost.
- (iii) Within 3 Months of the date of expiry of the Defect Liability Period, the NWS may notify the Contractor for all defects, which are still to be rectified. Upon rectification of those defects up to the satisfaction of NWS, the NWS shall discharge and release the Contractor from the Performance of Guarantee and Warranty.

28. Indemnification by the Contractor:

The Contractor hereby agrees to indemnify and shall keep NWS indemnified and harmless from and against any and all liabilities, losses, damages, costs, claims, actions, proceedings, expenses which may be suffered or incurred, by the NWS as a result of any misrepresentation or breach of terms by the Contractor under this Work Order or non-fulfillment of or failure to perform any condition precedent or obligation or agreement or undertaking contained in this Work Order/Contract by the Contractor.

29. Supersession / Entire Work Order/Contract:

This Work Order/Contract, including the Annexure(s) attached hereto, constitutes and represents the entire Work Order/Contract between the parties with regard to rights and obligation of each of the parties and cancels and supersedes all prior understandings, letters, agreements, representations, statements, negotiations between the parties in respect of the matters dealt with herein.

30. Amendments:

No amendment, supplement, modification or clarification of this Work Order/Contract shall be valid or binding unless set forth in writing and duly executed by the parties to this work order/contract.

31. Captions & Headings:

Captions and Headings, as used herein, are for convenience of reference only and shall not be construed to limit or extend the language of the provisions to which such captions or Heading may refer in this Work Order/Contract.

32. Severability:

If any provision of this work order/contract is determined to be invalid or unenforceable in whole or in part, such invalidity or unenforceability shall attach only to such provision or the applicable part of such provision and the remaining part of such provision and other provisions of the work order/contract shall continue to remain in full force and effect.

33. Force Majeure:

The failure of a Party to fulfill any of its obligations under the Work order shall not be considered to be a breach of or default under this Work order insofar as such inability arises from an event of Force Majeure, i.e. breach or inabilities on the part of the Parties due to fire, tempest, flood, earthquake, war, civil disturbances, change in government policies, violence of an army or mob or

NANGLOI WATER SERVICES PRIVATE LIMITED

terrorist attack, caused not due to act/s, omission/s, and/or commission/s on the part of any of the Party, provided that the Party affected by such an event

- (a) has taken all reasonable precautions, due care and reasonable alternative measures in order to carry out the terms and conditions of this Work order; and
- (b) has informed the other Party as soon as possible about the occurrence of such an event.

Further the measures which the affected Party has taken, or proposes to take, to alleviate and mitigate the impact of such Force Majeure Event in accordance with good industry practice; Should one or both the Parties be prevented from fulfilling their contractual obligations by a state of Force Majeure lasting continuously for a period of one month, both the parties should consult with each other regarding future implementation of the Work Order. The Contractor shall cooperate fully with the NWS to decide upon alternatives for meeting the commitments under this Work Order/course of action.

34. NWS's Right to engage other Contractor:

In the event that Contractor unjustifiably fails to complete the entire works or part of the works assigned within the agreed and specified period(s) or the Contractor is not able to expedite the progress of works in accordance with project schedule, the NWS shall have full right to engage other contractor/deploy additional manpower/machinery and get the works executed and completed by such other contractor at the sole cost and risk of the Contractor. In all such events, the Contractor shall be liable to NWS for payment of the additional cost & expense incurred thereby, but shall not have any claim on savings, if any. It is expressly agreed by the Contractor that its consent is not required by the NWS for recovery of all such payments & cost.

Further, the Contractor shall also be liable to pay to the NWS damages for such breach to the extent the NWS suffered the loss, without prejudice to any other rights or guarantees enforceable under this Work Order/Contract.

35. Suspension:

- (i) The Contractor shall, if instructed in writing by the NWS suspend the works or any part thereof for such period and for such time so ordered and shall not, after receiving such instruction, proceed with the works or part thereof ordered to be suspended until the Contractor shall have received a written instruction from the NWS to commence the works or part thereof.
- (ii) Unless the reason of such suspension is the default of the Contractor, the Contractor shall be entitled to an adjustment of Time Schedule for that period of time the Works or part thereof was instructed to be suspended, which adjustment will be effected by an amendment/changer order, but neither the NWS nor the Contractor shall be entitled to claim compensation or damages arising from such adjustment to the Time Schedule.
- (iii) Upon suspension of the works or part of the works, the Contractor shall exercise all reasonable efforts to preserve and safeguard the suspended works or part of the works and continue to complete performance of the balance of the works, if applicable.

36. Termination:

The NWS shall have the right to terminate this work order/contract by giving 7 (seven) days advance written notice to the contractor at the below mentioned address, where the Contractor becomes bankrupt or where due to any act, deed or omission of such act or deed on the part of the

NANGLOI WATER SERVICES PRIVATE LIMITED

Contractor, results in breach of any term and condition of this work order or any default which being capable of cure has not been cured within ten days from the date of receipt of notice in this regard issued by the NWS to the Contractor.

37. Address for Communication/Notice:

That all the communications/notices between the parties shall be sent at the address of the parties given herein below:

(i) In case of communications to the Contractor:

Attention: **Mr. Ramayan Yadav**

Contact No. +91 98996 97949

(ii) In case of communications to the NWS:

Attention: Mr. Rahul Lohakare

Email: rahul.lohakare@nws-india.com

Or, at such other address as the party to whom such notices, requests, demands or other communication is to be given shall have last notified the party giving the same in the manner provided in this section, but no such change of address shall be deemed to have been given until it is actually received by the party sought to be charged with the knowledge of its contents.

General:

38. The Contractor shall ensure that all its workmen deployed for execution of the work shall be in conformity with the applicable statutory provisions in this regard under various statutes and laws enacted from time to time by the Government and amendments made thereto. The claims, if any arising on this account shall be settled by the Contractor at its own and the NWS shall not be liable for the same in any circumstances whatsoever.
39. That the NWS and the Contractor have entered into this contract on Principal to Principal basis and that nothing stated herein shall be deemed or construed as a partnership or as a joint venture or as an agency between the NWS and the Contractor nor shall the NWS and the Contractor in any manner construe it as association of persons.
40. Each party is and shall remain an Independent Party. None of the Party or any of its Affiliates shall be considered an agent of the other, nor shall it have authority to enter into any contract or any obligation for, or make any warranty or representation on behalf of the other. This work order/contract shall not be construed as a partnership between the NWS and the Contractor.
41. That the neither party shall be deemed to have waived any right under this work order/contract, unless such party has delivered to the other party a written waiver signed by that party or its duly authorized signatory. No delay or omission in the exercise of any right or remedy shall be construed to be a waiver of any default or acquiescence therein or of the right thereafter to enforce, such right or remedy.
42. Nothing in this Work Order will preclude the NWS from having similar relationships with other contractors.
43. **Dispute Mechanism:**

(a) Resolution/Settlement through mutual discussion and negotiation:

NWS/PROC/WO.WORKS/ 1287/2019-20 dated 26/02/2020

Page 10 of 14

Head Office :

C-1, First Floor, Yadav Park Main Rohtak Road, Opp. Metro Pillar No. 437, New Delhi – 110041

Registered Office Address :

Nangloi Water Treatment Plant, Delhi Jal Board, Kamruddin Nagar, Nangloi, New Delhi- 110 041, Phone No. 91 11 364427

Corporate Identification No. (CIN) : U41000DL2013PTC247846

NANGLOI WATER SERVICES PRIVATE LIMITED

In the event of any dispute or difference arising out of or in connection with the work order/contract or with regard to performance of any obligation by either party, the Parties hereto shall at the first instance use their best efforts to settle such disputes or differences amicably by mutual discussion and negotiation.

(b) Arbitration:

In case the amicable resolution or settlement is not reached between the parties within a period of 30 days from the day on which the dispute(s) or difference(s) arose, such dispute(s) or difference(s) shall be referred to a sole Arbitrator for settlement by way of arbitration in accordance with the provisions of the Arbitration and Conciliation Act 1996 or any applicable law on arbitration that may be in force then, and any amendments made thereto. The sole arbitrator shall be appointed by the mutual consent of both the parties. The decision of the Arbitrator shall be final and binding on both the Parties. The venue of such arbitration shall be at New Delhi. The Language of the arbitration proceeding shall be in English.

The existence of any dispute(s) or difference(s) or the initiation or continuance of the arbitration proceedings shall not permit the parties to postpone or delay the performance by the parties of their respective obligations under this indenture.

44. Jurisdiction:

In case of any dispute arises between the Parties relating to the construction, meaning and operation of this Work Order or breach thereof, the courts in New Delhi alone shall have the Jurisdiction.

For Nangloi Water Services Pvt. Ltd.



Authorized Signatory



Accepted

For M/s VISION ENGINEERS

Encl:

1. Annexure-I – Bill of Quantity and Price

Head Office :

C-1, First Floor, Yadav Park Main Rohtak Road, Opp. Metro Pillar No. 437, New Delhi – 110041

Registered Office Address :

Nangloi Water Treatment Plant, Delhi Jal Board, Kamruddin Nagar, Nangloi, New Delhi- 110 041, Phone No. 91 11 364427
Corporate Identification No. (CIN) : U41000DL2013PTC247846

NANGLOI WATER SERVICES PRIVATE LIMITED

ANNEXURE-I

BILL OF QUANTITIY AND PRICE

CONSTRUCTION OF BM CHAMBER & RCC VALVE CHAMBER IN MOHAN GARDEN UNDER NANGLOI COMMAND AREA

Sr. No.	Description	UoM	Unit Rate in Rs.	Qty.	Total Amount in Rs.
A	CONSTRUCTION OF RCC VALVE CHAMBER				
1	Earth work in excavation by mechanical means (Hydraulic Excavator)/ manual means including dressing of sides and ramming of bottoms, lift upto 1.5 m, including dewatering , safety as per standard ,getting out the excavated soil and disposal of surplus excavated soil as directed, within a lead of 100 m as directed by engineers.	cum	200	180.00	36,000.00
2	Filling available excavated earth (excluding rock) in trenches, plinth, sides of foundations etc. in layers not exceeding 20cm in depth, consolidating each deposited layer by ramming and watering, lead up to 50 m and lift upto 1.5 m.	cum	50	80.00	4,000.00
3	Disposal of Surplus material to place approved by client including loading, unloading etc. complete lead 10km	cum	250	100.00	25,000.00
4	Providing & laying CC pavement of mix M-25 with RMC from batching Plant. The RMC shall be laid & finished with screed border vibrator, curing for 7 days (2 times daily covered with hesian clothes) vacuum dewatering process & finally finished by floating brooming with wire brush etc complete as per specifications & directions of E/I, (Note:- Cement (OPC 53 Grade, Ultratech) content considered in this item is @365 kg/cum. less cement used as per design mix is recoverable separately)	cum	6900	140.00	966,000.00
5	Providing and laying 1:4:8 (1 Cement : 4 coarse sand : 8 graded stone aggregate 40 mm nominal size) in position cement concrete of specified grade excluding the cost of centering and shuttering - All work up to plinth level (Note:- Cement (OPC 53 Grade, Ultratech) content considered in this item is @170 kg/cum. Less cement used as per design mix is recoverable separately).	cum	4800.0	60.00	288,000.00
6	Centering and shuttering including strutting, propping etc. and removal of form for:				
a)	For Foundation Footing	sqm	350	55.00	19,250.00
b)	For Wall	sqm	400	250.00	100,000.00
c)	For Beams	sqm	450	110.00	49,500.00
7	Reinforcement steel fixing in position all complete with binding wire (steel will be supplied by NWS).	Kgs	14	6,100.00	85,400.00

NWS/PROC/WO.WORKS/ 1287/2019-20 dated 26/02/2020

Page 12 of 14

Head Office :

C-1, First Floor, Yadav Park Main Rohtak Road, Opp. Metro Pillar No. 437, New Delhi – 110041

Registered Office Address :

Nangloi Water Treatment Plant, Delhi Jal Board, Kamruddin Nagar, Nangloi, New Delhi- 110 041, Phone No. 91 11 364427

Corporate Identification No. (CIN) : U41000DL2013PTC247846

NANGLOI WATER SERVICES PRIVATE LIMITED

Sr. No.	Description	UoM	Unit Rate in Rs.	Qty.	Total Amount in Rs.
8	Breaking of CC Road Surface by Mannually or Mechanical means with all lift & lead upto disposing ground(upto 10 KM) including all taxes, machinery, labours, transporation etc complete	cum	900	56.00	50,400.00
9	Breaking of Bitumen Road Surface by Mannually or Mechanical means with all lift & lead upto disposing ground(upto 10 KM) including all taxes, machinery, labours, transporation etc complete	cum	325	28.00	9,100.00
10	Providing and fixing orange colour safety foot rest of minimum 6 mm thick plastic encapsulated as per IS : 10910 on 12mm dia steel bar conforming to IS : 1786 having minimum cross section as 23 mmx25mm and over all minimum length 263 mm and width as 165mm with minimum 112 mm space between protruded legs having 2 mm tread on top surface by ribbing or chequering besides necessary and adequate anchoring projections on tail length on 138 mm as per standard drawing and suitable to with stand the bend test and chemical resistance test as per specifications and having manufacture's permanent identification mark to be visible even after fixing, including fixing in manholes with 30x20x15 cm cement concrete block 1:3:6 (1 cement: 3 coarse sand : 6 graded stone aggregate 20 mm nominal size) complete as per design.	Nos	175	20.00	3,500.00
10.1	Supply & fixing of heavy duty Manhole with frame	Nos.	3250	4.00	13,000.00
10.2	Fixing of heavy duty Manhole with frame	Nos.	400	4.00	1,600.00
11	Providing & fixing precast slabs of thickness of 270 mm with M25 concrete (cement & steel will be provided by NWS)	sqm	2900	50.00	1,45,000.00
12	Providing an application of cement plaster on existing/ new work using cement sand mortar 1:4. Average thickness 12-15 mm	sqm	225	150.00	33,750.00
	TOTAL A				18,29,500.00
	CONSTRUCTION OF BM CHAMBER				
1.	Construction of Masonry Chamber 900*900*100 cm, inside with 75 class designation brick work in cement mortar 1:4 (1 cement: 4 coarse sand) for sluice valve, with C.I surface box 100 mm Top diameter, 160mm bottom diameter and 180 mm deep (inside) with chained lid and RCC top slab M25 grade mix (1 cement: 1 coarse sand :2 graded stone aggregate 20 mm nominal size) necessary excavation & foundation concrete 1:4:8 (1 cement: 4 coarse sand:8 graded stone aggregate 40 mm nominal size) and inside plastering with cement mortar 1:3:9 (1	Per No	15,770	20.00	3,15,400.00

Head Office :

C-1, First Floor, Yadav Park Main Rohtak Road, Opp. Metro Pillar No. 437, New Delhi – 110041

Registered Office Address :

Nangloi Water Treatment Plant, Delhi Jal Board, Kamruddin Nagar, Nangloi, New Delhi - 110 041, Phone No. 91 11 364427
Corporate Identification No. (CIN) : U41000DL2013PTC247846

NANGLOI WATER SERVICES PRIVATE LIMITED

Sr. No.	Description	UoM	Unit Rate in Rs.	Qty.	Total Amount in Rs.
	cement: 3 coarse sand) 12 mm thick finished with a floating coat of neat cement complete as per standard design steel reinforcement shall be provided by NWS (Including CC Road Breaking & earth disposal).				
1.1	With FPS Brick	Per Mtr	8,940	15.00	1,34,100.00
1.2	Extra depth for masonry chamber for valve (900*900*100cm)				
2	Construction of Masonry Chamber 1200*1200*100 cm, inside with 75 class designation brick work in cement mortar 1:4 (1 cement: 4 coarse sand) for sluice valve, with C.I surface box 100 mm Top diameter, 160mm bottom diameter and 180 mm deep (inside) with chained lid and RCC top slab M25 grade mix (1 cement: 1 coarse sand :2 graded stone aggregate 20 mm nominal size) necessary excavation & foundation concrete 1:4:8 (1 cement: 4 coarse sand:8 graded stone aggregate 40 mm nominal size) and inside plastering with cement mortar 1:3 (1 cement: 3 coarse sand) 12 mm thick finished with a floating coat of neat cement complete as per standard design steel reinforcement shall be provided by NWS (Including CC Road Breaking & earth disposal).				
2.1	With FPS Brick	Per Nos.	20,742	15	3,11,130.00
2.2	Extra depth for masonry chamber for valve (1200*1200*100cm)	Per Mtr	11,570	13	1,50,410.00
	Total B				9,11,040.00
	SUB TOTAL (A+B)				27,40,540.00
	CGST @ 6%				1,64,432.40
	SGST @ 6%				1,64,432.40
	TOTAL (R.Off)				30,69,405.00

Amount in Words: Thirty Lakh Sixty Nine Thousand Four Hundred Five Rupees Only.

Note: Please note that the above quantities are indicative. It may be increased or decreased based on the actual site condition. However, the total Work Order value shall not be increased and will remain the same. Quantity variation shall be accepted subject to the reach of total WO value

Head Office :

C-1, First Floor, Yadav Park Main Rohtak Road, Opp. Metro Pillar No. 437, New Delhi – 110041

Registered Office Address :

Nangloi Water Treatment Plant, Delhi Jal Board, Kamruddin Nagar, Nangloi, New Delhi- 110 041, Phone No. 91 11 364427

Corporate Identification No. (CIN) : U41000DL2013PTC247846