

M/s VSW DAYLIGHT SOLUTION,

B-254 , Transist Camp,
Govind puri , Kalka ji,
New Delhi - 110019.

Subject: Work Order for Design, Supply, Fabrication and Erection of SS (Grade 304) Matt Brush finish Canopies in Tower 1AB, 1CD, 9A, 9B, 9C, 10A, 10B, 10C & 11C of Phase 1 of "The Amaryllis" Project at New Rohtak Road, Delhi.

Dear Sir,

With reference to your offer and subsequent discussions / negotiations we had with you for above works, we are pleased to issue this work contract for SS Canopy Work of our project - "The Amaryllis".

You are requested to proceed immediately on issue of this order and complete the entire work within timelines issued. The execution shall be governed as per attached Bill of Quantities in Annexure - 1, on following major terms and conditions:-

1. **Scope of Works:** Your scope of work shall include Design , Supply, Fabrication and Erection of SS (Grade 304) Matt Brush finish Canopies as per approved drawings rates are also inclusive of Hilti fastners and nut boltes complete as per drawings and to the satisfaction of Engineer in Charge.
2. **Specifications:** The work shall be carries out as per the drawings, standard engineering practices, IS codes, latest CPWD specifications & directions of the Project in Charge. Defective works or bad workmanship shall be redone / repaired by you to the satisfaction of Engineer in Charge without any extra charge.
3. **Contract Value:** The rates shall be as per enclosed Bill of Quantities. The contract value shall be **Rs 38,88,750/- (Rs Thirty Eight Lakhs Eighty Eight Thousand Seven Hundred and Fifty Only)** for works as per attached BOQ and specifications as annexure 1. The prices are inclusive of Freight, Loading and unloading, transit insurance, erection/installation, scaffolding, insurance premiums, contributions towards employees benefits including ESI, PF, etc. or any other statutory/financial obligations etc. However, GST (CGST, IGST, SGST) shall be paid extra as per actual. This is an item rate contract and quantity and contract price is derived from a tentative quantity assumptions and the actual payment shall be made as per the work done and actual measurements on site.
4. **Price Variation:** The rates and prices specified by the Contractor shall be deemed to cover any escalation in prices of materials, consumable etc. if any, during the Contract Period including any extension, and any

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claims by the Contractor for any escalation/additional costs shall not be admissible.

5. **Payment Terms:** Payment under this contract shall as follows:
 - i. 40% against design of system
 - ii. 25% against delivery of material
 - iii. 25% on Erection of Structure
 - iv. 5% on completion
 - v. 5% retention
6. **TDS:** TDS shall be deducted by the Owner from all payments made to the contractor as per the prevailing rates as applicable. TDS certificate shall be provided by the Owner.
7. **Work to the Satisfaction of Engineer:** The Contractor shall execute and maintain the Works strictly in accordance with the Contract which will be to the entire satisfaction of the Engineer and shall comply with and adhere strictly to the Engineer's written instructions and directions on any matter whether mentioned in the Contract or not, touching or concerning the Works. The Engineer's decision relating to the use and quality of materials and visual and aesthetic effect shall be final.
8. **Risk & Cost:** In case that the Project in charge finds that the works is not proceeding a per schedule or the quality of works being executed is consistently not to the satisfaction of the Project in charge, the Owner shall be at liability to cancel the contract without any financial implications. The balance work shall be executed at the contractor's risk and cost, as deemed fit by the Project in Charge.
9. **Defect Liability Period:** Defects liability period shall be 6 (SIX) Calendar Months, after completion & successful handover of the works to the Owner's Project in Charge. Should the Engineer consider, at any time during the construction or reconstruction or prior to the expiration of Maintenance Period, that any work has been executed with sub-standard or imperfect materials or by un-skilful workmanship or of a quality inferior to that contracted for or not otherwise in accordance with the Contract, then in that event, the decision of the Engineer shall be final and binding. The Contractor shall, on demand in writing from the Engineer, specifying the fault, notwithstanding that the same may have been inadvertently passed, certified and paid for, rectify forthwith or remove and reconstruct the defective work so specified, in whole or in part, as the case may require, at his own cost and risk; and in the event of his failing to do so within the period specified by the Engineer in his demand/ direction, the Owner, may carry out the work by other means at the risk and expense, in all respects, of the Contractor.
10. **Amendments:** This agreement may be modified only by a written instrument duly executed by each party. No breach of any covenant, agreement, warrant or representation shall be deemed waived unless expressly waived in writing by the party who might assert such breach. All amendments and other modifications hereof shall be in writing and signed by each of the parties.

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11. **Extra Items:** If the altered / additional or substituted works or any additional work required to be executed as per Owner's requirement for which there are no established rates in schedule of items, the same shall be payable as per following procedure;

(a) If the altered, additional or substituted work is similar in character to the items specified in the Contract, the rates will be derived from the rates for a similar class of work as are specified in the Contract.

(b) If the rates for the altered, additional or substituted work cannot be determined in the manner specified above, the rate shall be determined by the Engineer on the basis of the cost to the Contractor at Site plus 15% to cover his overheads and profits. Provided that if the Contractor is not satisfied with the rate fixed by the Engineer, he shall be entitled to represent the matter to the Owner's Representative within fourteen days of the receipt of the rate fixed by the Engineer and the decision of the Owner's Representative thereon, shall be final and binding.

12. **Water & Electricity:** Owner shall provide water & electricity at one point free of charge. However branching shall be done by the contractor by his own and nothing extra shall be payable on this account.

13. **Working at All Heights:** Item rates quoted by the Contractor in the bills of quantities shall include allowance for executing work at all heights above and at all depths below the ground level except where specific provision has been made to measure work separately at different heights. Method of measurements given in the CPWD Specifications 2009 and in the Indian Standard Method of Measurement shall be deemed to be modified accordingly.

14. **Sub-Letting/ Sub-Contracting:** The Contractor shall not be permitted to Sub-Let/Sub-Contract the whole of the Works. Further the Contractor shall not Sub-let any part of the Works without the prior written consent of the Owner's Representative except as provided for in these conditions, and such consent shall not be unreasonably withheld. Such consent, if given, shall not relieve the Contractor from any liability or obligation under the Contract and he shall be responsible for the acts, defaults and neglects of any Sub-Contractor(s), his/their agents, servants or workmen as fully as if they were acts, defaults or neglects of the Contractor himself, his agents, servants or workmen. Engagement of labour contractor on a piecework basis shall not be deemed to be a Sub-Letting/Sub-Contracting under this Clause.

15. **Storage and safe Custody of material:** We shall provide you space in tower/s as per your requirement and accessibility. However storing, stacking and safety of the material will be in your scope. Round the clock watch and ward of store and material will be solely your responsibility. Owner shall not be responsible for any damage / loss / theft occurs to material stored by you at site.

16. **Safety to Workmen and material:** You shall take all adequate measures for complete safety of man, material and machinery deployed at site, whether your own or those of any sub-contractor. The Owner shall not

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be liable for or in respect of any damages or compensation payable at law in respect or in consequence of any accident or injury resulting to any workmen or other person in the employment of the Contractor or any sub-contractor and the Contractor shall indemnify and keep indemnified the Owner against all such damages and compensation and against all claims, demands, proceedings, costs, charges and expenses whatsoever in respect thereof or in relation thereto. All statutory requirements, Factories Act, ESI, Workmen Compensation, Bonus Act, Provident Fund & Gratuity Act, Industrial Dispute Act, etc., wherever applicable and where contributions/compensation/payments are to be made the same shall be borne by the contractor either during the term of contract or after.

17. **Labour Law & Compliances:** Refer Annexure A attached.

18. **Compliance of Safety Norms, Environment & Health at Project Site:** You shall comply with all the safety norms, environment aspects pertaining to but not limited to disposal of civil construction material away from the water source drains etc. and also be responsible for the health of workers. You alone shall be liable for any breach or violation thereof and shall keep us indemnified against any loss or damages suffered by us on this account. You shall make all necessary arrangements for the required tools, tackles and other safety equipments like helmets, gloves, shoes, safety belts etc. for examination of the workers on occupational health and safety aspects.

19. **Insurance of Works And Contractor's Equipment:** Without in any way limiting the other obligations and liabilities of the Contractor under the Contract, the Contractor shall effect and maintain in force, the insurances specified in this Clause and elsewhere in the Contract. The cost of procuring such insurances shall be deemed to have been included in the rates and prices quoted by the Contractor and the Contractor shall not be entitled to claim any additional payments or compensation on account of procuring the same.

i) Third Party Insurance

Before commencing the execution of the Works, the Contractor shall insure against his liability for any material or physical damage, loss or injury which may occur to any property, including that of the Owner and other adjoining properties and to any person including any personnel of the Owner, Consultant, Architect, by or arising out of the execution of the Works or in the carrying out of the Contract and shall fully indemnify and hold harmless the Owner, the Engineer and all persons who may be associated with or connected with the Owner or the Engineer against all claims, proceedings, damages, costs, charges and expenses whatsoever arising out of any damage caused to them.

Such insurance shall be affected with an insurer and in terms approved by the Owner and for amounts as stated in Annexure "A". The Contractor shall, whenever required, produce to the Engineer the policy or policies of insurance and the receipts for payment of the current premiums.

ii) Insurance against Accident or Injury to Workers:

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The Owner shall not be liable for, or in respect of any damages or compensation payable at law in respect or in consequence of any accident or injury or loss of life or limb to any workman or other personnel engaged by the Contractor or any Sub-Contractor.

The Contractor shall indemnify and keep indemnified and hold harmless the Owner, the Engineer, and all persons who may be associated with or connected with the Owner or the Engineer against all such damages and compensation, and against all claims, proceedings, costs, charges and expenses whatsoever in respect thereof or in relation thereto.

The Contractor shall insure against such liability with an insurer approved by the Owner and shall continue such insurance during the whole of the time that any personnel are engaged by him or the Sub-Contractor on the Works and shall, when required, produce to the Engineer such policy of insurance and the receipt for payment of the current premium. Provided always that, in respect of any persons employed by any Sub-Contractor, the Contractor's obligation to insure as aforesaid under this sub-clause, shall be satisfied, if the Sub-Contractor, shall have insured against the liability in respect of such persons, in such manner that the Owner is indemnified under the policy, but the Contractor shall require such Sub-Contractor to produce to the Engineer, when required, such policy of insurance and the receipt for the payment of the current premium.

iii) Remedy on Contractor's Failure to Insure; Waiver of Subrogation:

If the Contractor shall fail to effect and keep in force insurance, as per the terms of Contract, the Owner may effect and keep in force any such insurance and pay such premium or premiums as may be necessary for that purpose and from time to time deduct the amount so paid by the Owner as aforesaid from any monies due or which may become due to the Contractor, or recover the same from the Contractor.

It shall be the responsibility of the Contractor to lodge and settle all insurance claims, which may arise. The responsibility and liability of making good losses shall rest with the Contractor irrespective of the status of settlement of claims and the Owner shall not be liable for any additional cost on this account.

Insurance policies procured and maintained by the Contractor or any Sub-Contractor shall include a waiver of any right of subrogation of the insurers thereunder against the Owner, the lenders to the Owner, and their respective assigns, subsidiaries, affiliates, parent companies, employees, and of any right of such insurers under such policies to any set-off or counterclaim or any other deduction, whether by attachment or otherwise, in respect of any liability of any such person insured under any such policy. The Contractor further releases, assigns and waives any and all rights of recovery against the Owner, the lenders to the Owner, and their respective assigns, subsidiaries, affiliates, parent companies, employees, insurers and underwriters, which the Contractor may otherwise have or acquire in or from or in any way connected with any loss covered by the policies of insurance maintained or required to be maintained by the Contractor pursuant to the Contract or because of deductible clauses in, or inadequacy of limits of, any such policies of insurance.

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Each insurance policy required to be maintained by the Contractor shall provide that the insurance will not, as against one named party to the insurance, be invalidated by any act, breach, omission, neglect or failure of another party.

20. **Entire Agreement:** This agreement constitutes the entire agreement and understanding of the parties with respect to the subject matter and supersedes all oral communications and prior writings with respect thereof.
21. **Force Majeure:** In case either of u are unable to fulfill our obligations under this agreement owing to force majeure conditions like war, floods and the like,, the party in default must immediately inform the other party of the existence and/or determination of the circumstances preventing the performance of their obligations under this agreement to enable the non-defaulting party to verify the facts and make alternative arrangements, if possible, at the cost of defaulting party.
22. **Assignment:** The order shall not be assignable by either party to any other person. This order shall be binding upon and insure o the benefit of either party acquiring all substantially all of the business and assets of the party.
23. **Prohibition of conflicting activities:** The Contractor shall not engage, and shall cause its Personnel as well as its Sub-Consultants not to engage, either directly or indirectly, in any business or professional activities that would conflict with the activities assigned to them under this Agreement.
24. **Arbitration and Jurisdiction Clause:**
 - A) **Resolution of Disputes:** All or any disputes arising out or touching upon or in relation to the terms of this Agreement including the interpretation and validity of the terms thereof and the respective rights and obligations of the Parties shall be settled amicably by mutual discussions, cooperation and consultation in the first place, failing which the same shall be settled through arbitration. The arbitration shall be governed by the Arbitration and Conciliation Act, 1996 or any statutory amendments/modifications thereof for the time being in force. The arbitration proceedings shall be held at an appropriate location as may be decided by Owner. The arbitration proceedings shall be conducted by a Sole Arbitrator who shall be appointed by Owner and whose decision shall be final and binding upon the Parties. The Contractor hereby confirm(s) that it shall have no objection to the appointment of Sole Arbitrator by Owner even if the person so appointed is an employee or advocate of the Owner or is otherwise connected to Owner and the Contractor confirms that notwithstanding such relationship/connection, it shall have no

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doubts as to the independence or impartiality of the Sole arbitrator.

- B) The courts at Delhi alone and High Court of Delhi at New Delhi alone shall have the jurisdiction in all the matters arising out of/touching and/or concerning this Agreement regardless of the place of execution of this Agreement which is deemed to be at New Delhi.
- C) **Governing Law:** The Governing Law shall be the Law of India.
- D) **Indemnity:** The seller/Contractor shall be liable to compensate and indemnify, defend and hold harmless the company, the company's directors, officers, employees and any person connected with the company from and against any and all losses, liabilities, damages, deficiencies, legal actions, fees, costs and expenses (including attorney's fees, costs and expenses) or other losses incurred hereby or caused thereto, directly or indirectly, in respect of any breach by the supplier/contractor under this purchase order/work order/contract/any other agreement signed/to be signed between parties. The seller/contractor also agrees and accept that it shall be solely responsible for any loss, damages or injury caused to any property, material or human life that takes place due to any accident etc. which has occurred in the said building/said plot whether directly or indirectly or due to negligence of the seller/contractor or its employees, agents, licensees and agrees and undertakes to indemnify all the pecuniary and consequential losses and damages of the company/affected person/s and shall keep the company, the company's directors, officers, employees and any other person connected with the company harmless and fully indemnified in this regard.

In witness whereof the Parties here to have caused this Agreement to be executed by their Authorized persons on the day and year first written above.

Duplicate copy of this Work is enclosed which may please be signed at your end and returned to this office in token of your acceptance for our records.

Thanking you,
Yours faithfully

Read, understood and accepted
all the terms and conditions

for **BASANT PROJECTS LIMITED.**

for **M/s VSW DAYLIGHT SOLUTIONS**

(Authorised Signatory)

(Authorised Signatory)

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ANNEXURE A

LABOUR LAW & COMPLIANCES

1. Engagement of Labour:

- i) The Contractor shall make his own arrangements for the engagement of labour, local or otherwise, and for their transport, housing and payment. All personnel engaged by the Contractor on the Works shall remain the sole responsibility of the Contractor and no claim shall lie against the Owner by them or Contractor or the Sub-Contractor or any person claiming on their behalf against the Owner in respect of any right or benefit due to the personnel in their employment.
- ii) The Contractor shall obtain a valid license under the Contract Labour (Regulation and Abolition) Act, 1970 and registration under Building and Other Construction Workers (Regulation of Employment and Conditions of Service) Act, 1996 before the commencement of the work and continue to have a valid license and registration until the completion of work or expiry of maintenance period, if applicable. The submission of Form V by the Owner shall not absolve the Contractor in any manner whatsoever of its liabilities and responsibility regarding Contract Labour Regulation and Abolition Act and the rules and regulations thereunder.
- iii) The Contractor shall pay the personnel employed by him directly or through Sub-Contractors, wages not less than the minimum wages notified under the Minimum Wages Act.
- iv) The Contractor shall in respect of personnel employed by him either directly or through Sub-Contractor comply or cause to be complied with the provisions of all prevailing labour laws such as but not limited to the Payment of Wages Act, 1936; Minimum Wages Act, 1948; Owners Liability Act, 1938; Employees' Compensation Act, 1923; Maternity Benefit Act, 1961; Contract Labour (Regulation and Abolition) Act, 1970; Employees Provident Fund Act, 1952; Child Labour (Prohibition and Regulation) Act, 1986; Employees' State Insurance Act, 1948; Payment of Bonus Act, 1952; Payment of Gratuity Act, 1972; Employees' Compensation Act, 1923; Inter-State Migrant Workman (RECS), 1979; The Employees Deposit Linked Insurance Scheme, 1976; The Building and Other Construction Workers (Regulation of Employment and Conditions of Services) Act, 1996 and any other Act, rules or regulations for labour as may be enacted by the Government or any modification thereof or any other law relating thereto and rules made there under from time to time.
- v) The Owner shall, on a report from Inspecting Officer, defined under Contract Labour (Regulation and Abolition) Act, 1970, have the power to deduct from the monies due to the Contractor any sum notified under the provisions of the relevant Act.
- vi) The Contractor shall indemnify the Owner against all or any payments to be made under and for observance of any Act, rules and regulations aforesaid without prejudice to his right to claim indemnity from his Sub-Contractors. The Contractor shall submit to the Owner an Indemnity Bond as per format at Appendix "G" of the General Conditions of Contract in this regard.
- vii) The Contractor shall not give, barter or otherwise dispose off to any persons any arms or ammunition of any kind, or permit such

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actions at Site by his agents, personnel or Sub-Contractors or personnel of the Sub-Contractors.

viii) In the event of any outbreak of illness of an epidemic nature, the Contractor shall comply with and carryout such instructions, orders and requirements of Medical or Sanitary Authorities or other governmental instrumentalities for the purpose of dealing with and overcoming the same. The Contractor shall also, at his expense, conform to all anti-malarial instruction given to him by the Engineer or by any local authority including filling up of borrow pits.

ix) That the Contractor shall be liable to comply with all the statutory enactments which shall be applicable to it as a result of this Contract undertaken by it. The Contractor in compliance with the provisions of law undertakes to submit all the statutory returns wherever required. In case of breach of any statutory enactment or rules framed there under the Contractor alone shall be liable for the consequences while no proceeding or penal action for such breach shall be maintainable against the Owner, its Directors, its personnel, Agents, Representatives and all those connected with the Owner. The Contractor shall accordingly submit on a monthly basis a "Certificate of Compliance" as given in Appendix "F".

x) That the Contractor undertakes to pay wages to its workers/personnel not less than the minimum wages as prescribed by the Government and revised from time to time. The Contractor shall also ensure full compliance with regard to the provisions of the Employees Provident Fund and Miscellaneous Provisions Act, 1952 and the Scheme framed there under and shall deposit the requisite contributions (both employer's and employee's share) with the concerned Authorities within the stipulated dates as laid down under law and also submit the Statutory Returns as required. If the Contractor is already a covered unit under the Employees Provident Fund and Miscellaneous Provisions Act, 1952 it would cover the personnel under the Code Number already allotted by the concerned RPFC and in case no such Code Number has been allotted, the Contractor shall ensure that he obtains the coverage before the commencement of the Project and the Provident Fund contributions in respect of the personnel engaged in or in connection with the Works are enrolled as member of the Fund including those employed through a Sub-Contractor.

xi) In the event of the applicability of the Employees' State Insurance Act, 1948 (ESI Act), the Contractor shall comply with the provisions of the said Act and deposit ESI Contributions. If for any reason, the Owner is required to pay any ESI contribution in respect of the personnel engaged by the Contractor/Sub-Contractor, by operation of the law or otherwise, the same shall be immediately reimbursed by the Contractor to the Owner, failing which the amount so paid shall be recovered from the bills payable to the Contractor.

xii) That the Contractor shall obtain an insurance policy against the accident(s) or loss of life in respect of all the personnel including those engaged through a Sub-Contractor providing adequate coverage against any disability or infirmity or death which may be caused to the personnel as a result of the accidents on the site.

xiii) That the Contractor having been covered under the provisions of Contract Labour (Regulation and Abolition) Act, 1970 shall obtain

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the requisite Licences from the concerned Authorities clearly setting out the number of persons to be engaged by it for the construction of the Works assigned under this Agreement. The Contractor shall maintain the requisites registration of Muster Roll and issue wages slips to each of its personnel including those engaged through a Sub-Contractor.

xiv) In case of an accident whether resulting in any injury or disability or death of the personnel including those engaged through a Sub-Contractor, the Contractor shall be liable to pay to such personnel compensation in accordance with the provisions of Employees' Compensation Act, 1923. Such compensation shall be paid to the concerned personnel or the legal heirs within one month of the date of the accident.

xv) In the event the Contractor fails to pay the requisite compensation to its personnel including the one engaged through a Sub-Contractor, the Owner shall be entitled to pay to such personnel of the Contractor the requisite compensation and the payment so made shall be adjusted against the bills payable to the Contractor by the Owner.

xvi) It is clearly understood and agreed to by the Contractor that it is the statutory obligation on the part of the Contractor as a Principal Employer to faithfully comply with the provisions of all the statutory enactments that are applicable to it including the Employees Provident Fund and Miscellaneous Provisions Act and the scheme framed there-under. The Contractor shall with effect from the date of the appointment of each personnel including those engaged through a Sub-Contractor shall be covered by the provisions of the EPF and MP Act and their PF contribution both employer and employee, shall be deposited with the Regional Provident Fund Commissioner. In the event if it is found either by the Office of the RPFC or otherwise that the Provident Fund contributions are not being paid or deposited in respect of all the personnel including those engaged through a Sub-Contractor and a liability on this account is created and is required to be paid to the RPFC by the Owner, such amount shall be recovered from the bills that would be payable to the Contractor by the Owner and the Contractor shall not be entitled to raise any dispute in this regard.

xvii) The Contractor alone shall be the employer in relation to the personnel employed by it including those through the Sub-Contractor for fulfillment of its obligations under this Agreement. It is therefore, the Contractor who alone shall be responsible and liable to pay wages to its personnel including those engaged through a Sub-Contractor and as such, the Owner shall in no case be liable for any such claim or claims. Neither the Contractor nor the personnel engaged by it including those engaged through a Sub-Contractor shall be entitled to raise any dispute, demand or claim in this regard against the Owner. All claims in this regard would only be directed against the Contractor and the Contractor alone shall be liable to pay the same.

xviii) That the Contractor shall strictly adhere to his Safety Plan/ Owner's Safety Manual and shall ensure that all safety provisions as provided therein are strictly adhered to and implemented; provided that nothing contained in the Contract shall in any manner whatsoever limit or absolve the Contractor of its obligations to

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ensure that all applicable safety and health related laws and regulations are complied with. The safety precautions and requirements expressly stipulated in the Contract shall not in any manner preclude the Contractor or relieve the Contractor of its responsibility for taking all additional safety measures as may be warranted for the particular type of work or situations. The Contractor shall ensure the safety of the persons working at the site as well as the property of the Owner. The Contractor shall ensure that all personnel including those engaged through a Sub-Contractor also adhere to the safety norms and use helmets, safety belts, safety boots, safety gloves, goggles etc. while performing their work. It shall be the responsibility of the Contractor and he shall ensure that all safety equipments are also available at the site of the construction and no personnel shall be permitted to work on the site without using of the requisite protective covers forming part of his Safety Plan/Owner's Safety Manual.

xix) In the event of any accident of any nature whatsoever at the Site or otherwise related to the Works awarded to the Contractor including Temporary Works, then the Contractor alone shall be liable for all the consequences arising out of such accident(s) and provide explanation to the Police/ Authorities, if required. Since the Owner is not involved in the construction of the Works, it shall not be responsible in any manner whatsoever in respect of such accident(s) and any legal proceedings, if instituted, would lie against the Contractor only and not against the Owner. The Contractor shall be solely responsible for any loss or damage to property or injury to any person (including but not limited to any injury to or death of any personnel engaged by the Contractor, any Subcontractor, the Owner, the Owner's Representative, the Engineer, the Architect or any other contractor or consultant engaged by or behalf of the Owner in relation to the Works or injury to or death of any member of the public) and the Contractor hereby expressly absolves the Owner from any such liabilities.

xx) It is clearly understood and agreed to by the Contractor that if by virtue of the Works undertaken by him and personnel deployed by the Contractor at the said project, the Owner is saddled with any liability, financial or otherwise under any statutory enactment or otherwise, the amounts which may be payable shall be recovered from the Contractor upon any such liability coming to the notice of the Owner.

xxi) That the Contractor shall be fully responsible in respect of all matters including the payment of wages etc. in respect of the Sub-Contractor and the personnel engaged through them. For the purposes of this Agreement, the Contractor shall be the deemed employer in respect of the personnel employed by or through Sub-Contractors and as such it shall be the exclusive responsibility of the Contractor to ensure that all statutory provisions of law which are applicable to the direct workers/ employees/ personnel of the Contractor are duly applied to the employees/personnel employed by or through Sub-Contractors, and they shall not be discriminated in any manner whatsoever, and the Contractor shall not be entitled to absolve his responsibility and/or liability on the plea that they are not his direct employees/personnel.

xxii) The Contractor shall at all times take all reasonable precautions to prevent any un-lawful riotous or disorderly conduct

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by or amongst his personnel and for the preservation of peace and protection of person(s) and property in the Works, neighbourhood of the Works, against the same. The Contractor shall in all dealings with the personnel in his employment have due regard to all recognised festivals, days of rest, religious or other customs.

xxiii) That the Contractor shall ensure that no personnel stays in the Site premises. The Contractor will therefore ensure that the personnel on the close of their shift timings or duties leave the Site. Any personnel if found staying at the Site after his duty hours would be treated as an unauthorized person and shall not have the approval of the Owner nor the Owner shall be liable for any claim(s), if on account of the unauthorized conduct of such personnel, any injury is caused to him.

xxiv) That the Contractor shall provide the welfare facilities at the Site such as drinking water, washing facilities, rest room, canteen, toilets and urinals etc. and shall also ensure that the First-Aid equipment is always available in adequate quantity at the Site.

xxv) The Contractor shall comply with the Child Labour (Prohibition and Regulation) Act, 1986 and no child shall be employed at Construction site in any capacity and no women shall be deployed at work during night after 7 pm.

xxvi) The Contractor on the Completion/ Foreclosure/ determination of this Agreement shall forthwith settle all the accounts and/or claims of all the personnel including those engaged by or through Sub-Contractors and shall produce the relevant record showing such payments having been made to the personnel and shall also make affidavit certifying that the legal dues of all the personnel including those engaged through Sub-Contractors have been settled. It is only on the receipt of such an affidavit and upon satisfying after checking, the relevant records that such payments have been made, that the bills of the Contractor shall be passed for payment. In case the Contractor fails to furnish the requisite record or give an affidavit in the manner mentioned above, the Owner shall be within its competence to with-hold the payment of the pending bill of the Contractor.

xxvii) The Contractor alone shall be responsible for observance of the foregoing provisions by his Sub-Contractors.

xxviii) The Owner shall be entitled to carry out audits either through his representatives or through a third party to ensure that the Contractor has complied with all the provisions of labour and other laws as may be applicable to him from time to time. The Contractor shall resolve all audit observations as intimated to him expeditiously.

Returns of Labour:

The Contractor shall furnish to the Engineer, a return every fortnight, in such detail and form as the Engineer may prescribe, showing the supervisory staff and number of several classes of personnel from time to time employed by the Contractor and Sub-Contractors on the Site, indicating their working hours and wages paid to them (statutory compliances) and any other information as directed by the Engineer.

No Liability towards Staff Employed:

BASANT PROJECTS LIMITED

G-3, Aggarwal Corporate Tower, 23 Rajendra Place, New Delhi – 110008. P + 91 11 25806666
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The contractor shall employ person/s to carry out the work as defined under scope of work & BOQ. Person/ Persons engaged by you to carry out the aforesaid activities shall work under your direct control and supervision. Nothing herein shall be construed as establishing any relationship of employer and employee between us and the person/s engaged by you to carry out work awarded to you. You shall be liable for payment of all remuneration statutory dues in respect of persons engaged by you.

You shall also comply with all laws, bye-laws, rules and regulations as are or shall be applicable on you /your establishment. You shall keep us harmless and indemnified against any claim or demand, litigation, loss or expenses that may be suffered or incurred by us on account of any claim or demand raised by the person/s appointed by you including claim for wages/compensation and/or other dues whether statutory or not on any account whatsoever and/or on account of any violation of law/s, rules, regulations etc. committed by you/persons employed by you.

BILLS OF QUANTITIES

Sub Head: SS (Grade 304) Matt Brush finish Canopies in Tower 1AB, 1CD, 9A, 9B, 9C, 10A, 10B, 10C & 11C of Phase 1

Sno.	Description	Unit	RATE	QUANTITY	AMOUNT
1	Design, Supply, Fabrication and erection of SS (Grade 304) Matt finish Canopies as per approved drawings rates are also inclusive of fastners and nut boltes (This quantity is freezed)	Kg	212.50	10,000.00	2,125,000.00
	40% against for design of system	Kg	85.000		
	25% against delivery of material	Kg	53.125		
	25% on Erection of Structure	Kg	53.125		
	5% on completion	Kg	10.625		
	5% retention	Kg	10.625		
Note	Further Payments to be done as following rates				
2	Design, Supply, Fabrication and erection of SS (Grade 304) Matt finish Canopies as per approved drawings rates are also inclusive of fastners and nut boltes	Kg	207.50	8,500.00	1,763,750.00
	40% against design of system	Kg	83.000		
	25% against delivery of material	Kg	51.875		
	25% on Erection of Structure	Kg	51.875		
	5% on completion	Kg	10.375		
	5% retention	Kg	10.375		
	TOTAL				3,888,750.00