

NOWROSJEE WADIA MATERNITY HOSPITAL

POST- GRADUATE INSTITUTE (for study & Research)

IN GYNAECOLOGY, OBSTETRICS & FAMILY & PLANNING

(P.I.G.O.F.P.)

ACHARYA DONDE MARG, PAREL, MUMBAI - 400 012.

WORK ORDER

Ref. No. AE-civilrepairs/2024-12/133

Date: - 17th Dec, 2024.

To,

M/s, Amaan Enterprises.

B-603, Shree heena Avenue Chs, Ltd.

Nr. Neelam Park, Lodha Road,

Naya Nagar, Mira Road (E),

Thane- 401107.

Kind Attn: - Mr. Fayajuddin Siraj khan kayamkhani**Contact No:** 9869544003.**Sub: Proposed Civil Repairs Work within premises building of Nowrosjee Wadia Maternity Hospital.**

Dear Sir/ Madam,

Ref: This has reference to the following.

1. Our enquiry Dated 2.12.2024.
2. Site visit and pre bid meeting dated 7.12.2024.
3. Last date for submission of quotation 9.12.2024
4. Your offer Dated 9.12.2024.
5. Negotiation Dated 11.12.2024.
6. Your final offer dated 13.12.2024.

We are pleased to place **Work Order** on you as follows for the aforesaid works on the basis of the quotation and subsequent addendum/modifications/clarification's if any, to the extent modified herein below NOT WITHSTANDING anything to the contrary stipulated in the above letter.

1. SCOPE & NATURE OF WORK

- a. The Scope of work includes, but not restricted to the following:
- b. Crack opening, stitching, silicone silaxane, welded wire mesh, guniting, corrosion removal, sunpu guard, steel props, breaking RCC member, M25, M30 concrete, exposing RCC member, conbex, corrosion removal reinforcement, epoxy grout, grouting, polymer, shear connector, micro concrete, dismantling plaster, internal plaster, external plaster, painting, core cut, etc. complete.
- c. All work must be fully completed to the satisfaction of the Hospital. Virtual or substantial completion of the work shall not be accepted by the Hospital in place of full and final completion and shall be treated as a breach of contract.
- d. Necessary Security/safety arrangements at work site for the execution of operations shall be made by you. You shall also provide all necessary superintendence during execution of work.
- e. You have agreed to carry out the above work at our Hospital located at Parel, Mumbai as well as in co-ordination and in cooperation with the other agencies working at site.

- f. Assistance for Statutory approvals if required shall be discussed separately and paid for at actual against submission of original vouchers and authorized demand price.

2. SCHEDULE

- a. Commencement of work:
Two (2) days from the date of award of contract/ acceptance letter issued to the contractor.
- b. Completion date of overall work:
Thirty (30) days from the date of commencement.

Time is the essence of contract.

3. TYPE OF CONTRACT

Firm price Item Rate Contract [No Escalation]. The rates and prices quoted shall remain firm through the tenure of contract.

4. TECHNICAL SPECIFICATIONS

- a. All the works as mentioned in your scope of work shall be carried out by you in accordance with the intents of the Technical Specifications with subsequent modifications as well as the written and verbal instructions from Hospital/Consultant.
- b. However, you also agree to adjust/ alter/ modify/ substitute/ add/ delete certain items/technical specifications as required by us during the execution of works.
- c. There shall be no deviation from the approval material specifications without our prior approval.
- d. Samples of all materials shall be got approved by Hospital/Consultant before being used on the works and the same shall be retained at site for reference and implementation of the project.

5. PRICE

The price to carry out overall work as described under scope and nature of work in all respects is Rs. 74,43,754.00 [Rupees: Seventy Four lacs Forty Three Thousand Seven hundred Fifty Four Only] as per the rates given in your final offer dated 16.11.2024. The above price includes Transportation, Royalty, Excise duty and all other taxes and Levies including GST or any other taxes, if applicable.

6. LIQUIDATED DAMAGES FOR DELAY

0.5% [zero point five percent] of the contract sum per week or part thereof subject to a limit of 5% [five percent] of contract sum. If the contractor shall fail to achieve completion of the works within, then the contractor shall pay to the Employer, as liquidated damages for such default. The Employer may without prejudice to any other method of recovery, deduct the amount of such damages from any monies in his hands, due or which may become due to the contractor. The payment or deduction of such damages shall not relieve the contractor from his obligation to complete the works or from any other of his obligations and liabilities under the contract.

7. MOBILIZATION ADVANCE

70% advance along with Work Order.

8. TERM OF PAYMENT

Payment within 30 days after certification by final authority.

9. RETENTION MONEY AND RELEASE OF RETENTION MONEY
Not Applicable

10. SUBMISSION AND PAYMENT OF FINAL BILL

Submission of Final Bill by the Contractor shall be within 15 days from the date of final completion of works.

Period of final measurements and certification shall be 30 days from the date of submission of final bill by the contractor, provided the contractor submits all details and complete information.

Certifying authority has power to withhold certification if the works or any part thereof are not being carried out to his satisfaction

No payment shall be made to the contractor if the contractor fails to insure the works and keep them till the issue of the virtual completion certificate.

11. INSTALLATION POWER AND OTHER ITEM

Employer will provide electric supply as required for the installation and commissioning work. Contractor has to make his own arrangement for ladder, drilling tools and other appliances required to execute the work.

12. ACCOMODATION AND OTHER FACILITIES FOR CONTRACTOR'S STAFF AND LABOUR

The Employer will not provide any facility to the contractor for accommodation for his staff and labours within the premises.

13. EXTRA OR ADDITIONAL ITEMS/CLAIMS

The rates of extra or additional items of work shall be delivered from the rates of items of similar nature in the contract and in the absence of any such item of similar nature in the contract, the rates for such extra or additional items of work shall be delivered by the rate analysis of such items based on the actual cost of materials and/or labours for items plus the following percentage to cover the cost of plants and machinery, supervision, overheads and profits, etc. The consultants will scrutinize the same and will submit to the employer for its consideration.

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| a. Items requiring supply of materials, labour and machinery. | } | Cost of labour plus materials plus 15% + Service Tax |
| b. Items requiring supply of materials only. | | Cost of materials plus 15% + Service Tax |
| c. Items requiring labours & supervision only. | | Cost of labour plus 15% |

14. INSURANCE

Successful contractor shall have to take necessary workmen compensation policy covering labour force, which would be employed at work. The contractor shall also cover ESIS and/or Provident Fund Liability if applicable to his labour, in the rates quoted by him.

It shall be your responsibility to file and pursuer with the insurance company and or statutory authorities to carry out the works.

15. PROGRAMME

N.W.M.H.

Within 2 days of the Award of Contract, the Contractor shall submit to the Consultant and Sr. Project Officer for approval a programme showing the order of procedure in which he proposes to carry out the works.

16. CLEARANCE OF SITE ON COMPLETION

On the completion of the works the contractor shall clear away and remove from the site all surplus materials, rubbish and temporary works of every kind and leave the whole of the site and works clean and in a workman like condition to the satisfaction of the Hospital. However during execution the equipment, material brought by the contractor cannot be removed from the site without the express permission of the Hospital Authority.

17. CO-ORDINATION WITH OTHER AGENCIES

This is a functional Hospital and you have to execute the work taking all the precautions for the patients, relatives, visitors and staff of the Hospital.

18. SETTLEMENT OF DISPUTES AND ARBITRATION

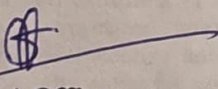
As disputes and different arising out of/or in connection with the contract whether during the progress of or after completion, shall be referred to and settled by Arbitration. by two arbitrations, one to be nominated by us and the other by you. In the event of the Arbitrators disagreeing it shall be referred to an umpire to be nominated by the two Arbitrators before proceeding further with the Arbitration. The decision of the Umpire shall however be final and binding on both the parties. For the purpose of this clause the provisions of the Indian Arbitration and Conciliation Act 1996 shall be applicable. The venue of such Arbitration shall be Mumbai.

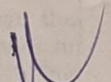
19. OTHER CONDITIONS

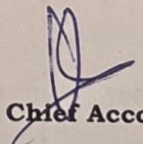
- a. Weekly progress report should be submitted.
- b. All formalities within the provisions for compliance of prevailing labour laws, usage of safety appliances at site, etc. as per statutory authorities shall be your responsibility. You shall indemnify us or keep us indemnified in these matters on account of your default, if any.
- c. This work Order along with your letter of BOQ form a contract between us.

Please submit a signed copy of this letter of Work Order as taken having agreed and accepted to the terms and conditions mentioned herinabove.

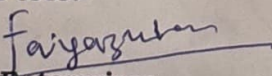
Thanking You.


Sr. Project Officer


Chief Executive Officer


Chief Accountant

We accept this in toto:-


For M/s, Amaan Enterprises

Date: - 22/12/2024