



KOKHRAJ HANDIA EXPRESSWAY PRIVATE LIMITED

WORK ORDER

ALCOLITE INDIA ROAD SAFETY PRIVATE ED Ground Floor, 37/23, Village Mundka, Village Mundka West Delhi 110041 ashuenterprises01@gmail.com 9971044722 GSTIN : 07AATCA6572D1ZE	WO Issue Date	06.01.2025
	WO No.	6100007076
	Prepayment %	0.00
	Security for Prepayment	
	Department	Balance Work

Project Name: TOLLING, OPERATION, MAINTENANCE & TRANSFER OF FOUR LANE ALLAHABAD BYPASS SECTION (FROM KM 628.753 TO KM 713.215) OF NH-2 (NEW NH-19) IN THE STATE OF UTTAR PRADESH (TOT BUNDLE 11)

WO description: Work order for the supply and installation of solar studs at KHEPL.

SHIP TO	BILL TO
SPV: KOKHRAJ HANDIA EXPRESSWAY PRIVATE LIMITED Add: NH 19,CH:- 667+ 358,Soraon Toll, Village Rajapur Masudan DISTRICT - PRAYAGRAJ 212505 GSTIN 09AAKCK6330Q1ZU Contact 8650403136 Contact Person at Site Rahul Butola	SPV: KOKHRAJ HANDIA EXPRESSWAY PRIVATE LIMITED Add: Kokhraj Toll Plaza, NH-19, Kokhraj Chauraha, Kaushambi, 212201 GSTIN 09AAKCK6330Q1ZU

Reference:

BILL OF QUANTITIES

SNO	Item Code	Description/Specification	HSN/SAC	UOM	QTY	Unit Rate	GST(%)	Amount
1	4201107	Supply,Fixing,Road Studs-Solar studs Material :- Unbreakable, scratch resistant, made of Aluminum alloy. Diecast Mat finish. Anti-Twist ribs on the bottom anchor, and with embossed raised surface and water draining channels at the top. IP Rating :- IP 68 IS standards compliance :- IS 617:1994, designation 4520 Compression Strength :-	9954	No	524.000	1,020.00	18.00 %	534,480.00

SNO	Item Code	Description/Specification	HSN/SAC	UOM	QTY	Unit Rate	GST(%)	Amount
		minimim 30 tons Stud Colour - Red (324 No.) and Yellow (200 No.) Dimensions (mm) :- minimim 110 mm x 110 mm x 20 mm ; + 1 mm Shank Details (mm) :- Minimum Dimensions Height of shank # 55 mm; + 0.5 mm Diameter of Shank : 40 mm + 0.5 mm. No. of LEDs in each direction :- 6 (3 in each direction) Flashing Rate :- 1 Hz Working during on full charge (Hrs):- 50hr on full charge Visual Distance (m) :- minimim 800m Weight :- minimum 600g Working Temperature :- -20 to 70 degree celsius Warranty :- Minimum 1 Year						

Transportation	Including.		Sub Total	534,480.00
Packing & Forwarding:	Including		GST	96,206.40
Other Changes	Including		Grand Total	630,686.40
Retention %	0.00 %			
DLP	N/A			
Completion Timeline	27.01.2025			

Amount In words Six Lakh Thirty Thousand Six Hundred Eighty Six Rupees Forty Paise

SPECIAL TERMS & CONDITIONS

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| 1 | PAYMENT TERMS: | Payment shall be made 100% after completion of installation within 10-15 days. |
| 2 | DELIVERY TIMELINE: | Material shall be delivered Within 7 days from the date of order confirmation. |
| 3 | WARRANTY: | Warranty shall be applicable for 2 Years. |
| 4 | WORK COMPLETION TIMELINE: | Installation shall be completed within 25 days subject to work front availability |

GENERAL TERMS & CONDITIONS

Unless specified otherwise in the Work Order, the following terms and conditions shall be applicable to Work Order

- DEFINITION:** Unless the context otherwise requires, the following words and expressions shall have the following meanings assigned to them: 'Company' means the relevant company issuing the Work Order; 'Contractor' means the party so named in this Works Order; 'Project Manager' means the person appointed by the Company to act as Project Manager for the purpose of the Works; 'Scope of Works' means the works specified to be performed by the Contractor under this Works Order.
- SITE CONDITIONS:** By the acceptance of this Works Order, the Contractor is deemed to have satisfied himself with the site conditions and taken into consideration all site factors, associated constrains and work requirements in his price/rates.

3. **PERFORMANCE:** The Contractor agrees and undertakes to observe and perform all obligations and conditions, which may be imposed on the Company and are relevant to the Works. The Contractor shall duly and diligently commence and proceed with the execution of the Works in a workmanlike manner and complete the same to the satisfaction of the Company. Works shall be undertaken as per the Bills of Quantities, specifications and drawings provided by the Company. In case of any deviation/ non-performance by the Contractor as per the BOQ, specifications or drawings, the Contractor shall undertake such remedial measures at its own risk and cost. Such remedial work shall be undertaken by the Contractor pursuant to final approval from IE/ NHAI and Company. In the event the Contractor fails to carry out the remedial works within the stipulated time then the Company shall carry out such works at the cost and risk of the Contractor including 10% over and above the incurred sum towards Company's overhead and profit. Further, the Company shall also have the right (without prejudice to any other rights set out herein and available under law) to terminate this Work Order, subject to the terms provided under Clause 27.

4. **MANPOWER:** The workforce engaged by the Contractor for execution of the works shall be solely considered to be the employees/labors of the Contractor, and shall be subject to Contractor's superintendence, control and disciplinary actions. The Company shall not be responsible for an act or omission of the of the Contractor workforce or for payments of compensation to such Contractor's workforce. The Contractor acknowledges that it, and not the Company, shall be liable for any labor claim or dispute that may arise in relation to engaging/employing such labor/employee.

5. **PLANT, LABOUR AND PERMITS:** The Contractor shall constantly employ sufficient plant and labour on the Works and shall not remove the same without the approval of the Company. The Company is entitled to order the removal of any unsuitable plant, material and labor from the site. The Contractor is responsible for obtaining and displaying whenever required all necessary permits or approvals from the relevant authorities for all his plant, machinery and vehicles. The Contractor shall arrange all necessary permits required under law, if any, such as permits for entry / exit of contractor's equipment, mobilizing, executing the scope of work and demobilizing.

6. **FOREIGN LABOUR:** The Contractor shall Endeavour to employ only Indian citizens in the Works. If foreign labour is employed, the Contractor shall fully comply with all applicable laws, rules and regulations and pay all relevant fees and levies and shall fully indemnify the Company against all claims, penalties, fines, losses, damages, costs and proceedings arising from a breach or contravention of any such laws, rules and regulations.

7. **CONTRIBUTIONS:** The Contractor shall comply with the requirements of the Employees State Insurance Act, Employee's Provident Fund and Miscellaneous Provisions Act, 1952, Minimum Wages Act 1948, Inter-state Migrant Workmen (Regulation of Employment and Condition of Services) Act, 1979 and other applicable other laws relating to employment of workmen (including any subsequent modification or re-enactment).

8. **LAWS AND REGULATIONS:** The Contractor shall comply with all applicable laws, regulations, rules and requirements of the Company's Safety Manual and the Project Safety Plan (available for reference at the Project Site Office) in the execution of the Works. The Contractor shall at all times co-operate with the Company's safety officer to secure and maintain safety, health and welfare of persons at work and shall rectify immediately any safety matters brought to the Contractor's attention. Any failure to comply with such requirement shall entitle the Company to order the Contractor to stop works and / or to make other arrangements in relation to the execution of the Works and the costs so incurred shall be deducted from the contract sum. In case of failure to comply with the safety protocol, the Company shall withhold 5% of the bill submitted by the Contractor subject to deduction up to the amount of cost incurred by the Company in complying with the safety provisions. In case of incidents, up to 10% of the WO value. The Contractor shall be responsible for its labour's safety at all times on the highway. In the event of an accident, damage or injury to any of the Contractor's workmen at work or to any part of the Works, the Contractor shall report the same, giving full details, to the Company. The Company's shall in no event be liable obligation towards the Contractor's workmen for any such accident.

9. **QUALITY:** The Contractor shall deliver quality works in compliance with the Company's standards and practices as provided for in the Company's Quality Manual and Project Quality Plan (available for reference at the Project Site Office).

10. **MATERIALS:** All materials delivered to the site shall be the property of the Company and shall not be removed without the Company's prior permission. Materials provided by the Contractor shall comply with the standard and quality specified in this Work Order or, in the absence of such specification, as approved by the Company, the Company may instruct the removal of any such material that does not comply with such specification or standard. If any material is rejected or the Contractor failed to rectify or remove works as instructed, the Company reserves the right to rectify or remove on behalf of the Contractor and all cost so incurred shall be set off against any money due to the Contractor.

11. **PROCUREMENT:** Subject to the Contractor's written request setting out detailed specifications of materials, equipment, tools etc. required for the Works and given within the notice period specified by the Company, the Company may at its sole discretion procure the items for the Contractor's use. Unless specified otherwise, the Contractor shall bear and pay to the Company all costs in relation thereto plus 2.5%, which may be set-off against any money due to the Contractor.

Notwithstanding the aforesaid, the Contractor shall remain solely responsible for the schedule and quality of items so delivered.

12. **PAYMENT TERMS:** Unless otherwise specified In this Works Order:

a. The Contractor shall be paid progressively on monthly intervals for actual value of work done and value of material and plant delivered to site, subject to any additions or deductions due as valued by the Project Manager [including the retention at the rate stated in this Works Order or if none is stated, Five percent (5%) and any amount due from the Contractor];

b. The Contractor shall submit its final bills to the Company as per payment terms and a final account together with the necessary documents to the Company. The Company shall determine and certify any amount due to the Contractor less any sum due from the Contractor to the Company. The amount certified as due from one party to the other shall be paid within 60 days from certification. The Company shall be entitled to withhold any amount certified as due to the Contractor until the Contractor delivers to the Company a statutory declaration that all wages and contributions for the Contractor's workers have been duly settled or paid. The Company reserves all rights to setoff all money due to the Contractor under this Works Order against any money due from the Contractor to the Company.

13. OTHER TRADES: The Contractor shall extend full co-operation to other contractors, who may be working simultaneously adjacent to or within close proximity to the Works, for efficient execution of their works.

14. INSURANCE: The Contractor shall provide the Master Project Insurances for the works in respect of its All Risks and Workmen's Compensation Insurance for local workers. The Contractor shall also take necessary insurance cover for his plant and machineries.

15. COMPLETION CERTIFICATE: The Contractor shall apply for completion certificate upon completion of work and satisfactory reports of the test required to be performed till completion of the work.

16. DEFECT LIABILITY PERIOD: The defect liability period shall commence upon obtaining the Completion Certificate. To be confirmed

17. LIQUIDATED AND ASCERTAINED DAMAGES: The Contractor may be given partial possession of the site from time to time in different geographical locations. The completion period and programme of works for that particular area shall be agreed upon prior to commencement of works for that area. The Contractor shall be liable for liquidated and ascertained damages, equivalent to an amount set out in the Work Order, should the completion period be exceeded due to the Contractor's acts or omissions. The Contractor shall at his own cost put in additional resources or work longer hours to mitigate any delay so caused. In the event no liquidated damages for delay is specified in the Work Order, the damages shall be levied at the rate of 0.5% of total amount set out under the Work Order, payable per week from the scheduled date of completion till final completion of work, if approval on time extension has not been approved by company. In case of breach of any other terms and conditions, the Company shall have the right to impose penalty as per its discretion

Except as provided above, in the event the scheduled date of completion is delayed on account of force majeure event or on account of delay for reasons to be determined by the Company, an extension application with reasons of delay shall be submitted by the Company to the Authority. Once the extension of completion date is approved by the Authority, such revised completion date shall be notified to the Contractor. Please suggest what if in case the approval for extension is due from authority's end, in such case can we terminate the WO mutually.

18. RATES: Prices and rates in the summary of Work Order Sum, bills of quantities and/ or schedule of rates of this Works Order as agreed by the Company shall be applicable for the purpose of the Works. All prices and rates are firm and shall deem to include all taxes, levies, fees and charges applicable under the laws and regulations.

19. RELATED PARTIES: By the acceptance of this Works Order, the Contractor has represented and warranted to the Company that the entering of this contract will not place the Company in a position where the Company will contravene the provisions of the Companies Act, 2013 or other applicable laws on Related Parties Transaction.

20. Compensation: The Contractor shall submit PF challans verified, labor license copy and other statutory documents required as per labor department requirements.

21. The wages paid to the laborers should be as per the applicable provisions of "THE MINIMUM WAGES ACT" 1948.

22. The Contractor shall ensure implementation and compliance with the Company's Environmental Social and Governance (ESG) policy guidelines during the term of this Contract. (The ESG policy is available at the Project Site Office for reference).

23. The Contractor shall abide by all safety rules and regulations of the Company and International Finance Corporation (IFC) Performance Standard 2 prevailing at Site or as instructed from time to time. If the Contractor fails to adhere to the safety rules/regulations at the Site, the Company reserves the right to terminate this Contract with immediate effect. (IFC Performance Standard 2 for Labor Working Conditions are available at the Project Site Office for reference).

24. ANTI-BRIBERY

a) The Contractor agrees that it shall comply with all applicable laws while performing its obligations under this Contract. In particular, the Contractor agrees to comply with all the requirements of Foreign Corrupt Practices Act of the United States ("FCPA"). The United Kingdom Bribery Act ("UKBA"), Company's Anti-Bribery and Corruption {"ABC"} Policy and any local laws prohibiting bribery, kickbacks or other unlawful or improper means of obtaining business or commercial advantages

Including the Prevention of Corruption Act, 1988 ("Local Anti-Bribery Laws"). regardless of these laws' jurisdictional limitations, in so far as their dealings with or on behalf of the Company or its affiliates are concerned or while performing their obligations under this Contract. In this regard, the Contractor agrees and warrants that it shall not make, offer, promise, or authorize any payment, loan, gift donation or other giving of money or things of value, directly or indirectly, whether through any of its partners, affiliates, officers, employees, representatives, agents, whether in cash or kind and whether pursuant to any written agreement, to or for the use of any government official, any political party, or official thereof or any candidate for political office, for the purpose of influencing or Inducing any official act or decision in order to further the activities contemplated by this Contract including obtaining or retaining any approval from any government authority. The Contractor acknowledges that in entering into this Contract, the Company has relied upon the Contractor's representation and warranty to strictly comply with the FCPA, UKBA, ABC Policy and Local Anti-Bribery Laws and further agrees that if it violates any such law in the course of performing the activities enumerated in this Contract or in so far as their dealings with or on behalf of the Company or its affiliates are concerned, the Company may Immediately, upon notice to the Contractor, terminate this Contract.

- b) The Contractor represents and warrants that none of its employees, officers, directors are government officials. In the event, there is any change in the information contained in this clause; the Contractor agrees to make immediate disclosures in writing.
- c) The Contractor agrees to maintain records that accurately reflect each of the transactions relating to the obligation contemplated herein in detail and to maintain a system of internal accounting controls to ensure that all transactions are properly and duly authorized.
- d) The Contractor will, if requested, provide reasonable assistance to the Company in performing any activity related to the Contract that is required by any government or agency thereof in any relevant jurisdiction for the purpose of ensuring compliance with the laws referenced in this section.
- e) The Contractor will notify the Company if it becomes aware of information that suggests that it has failed, or is likely to fail, to comply with the terms set out in this section.

The Company and its authorized representatives shall have reasonable access to all financial and related records under the control of the Contractor that relate to this Contract, for purposes of auditing, examining, and making copies of or taking extracts of those records. This audit right may be exercised (i) pursuant to a request or demand from a governmental agency or intergovernmental organization, (ii) following notice provided under clause 24(e) above, or (iii) on any other basis reasonably articulated to the audited party.

Costs of any audits conducted under the authority of this right to audit and not addressed elsewhere will be borne by the Company unless certain exemption criteria are met. If the auditor discovers substantive findings related to fraud, misrepresentation, or non-performance, the Company may recoup the costs of the audit work from the Contractor.

25. STATUTORY COMPLIANCES AND APPROVAL: The Contractor shall comply and ensure strict compliance by its employees and agents of all applicable Central, State, Municipal and Local Laws and Regulations and undertake to indemnify Company/Concessionaire, from and against all levies, damages, penalties, and payments whatsoever as may be imposed by reason of any breach or violation of any Law , rule, Including but not limited to the claims against the Company/Concessionaire, under all relevant Indian Labour Laws, which would be amended/modified or any new Act if it comes in force whatsoever, and all action claim and demand arising there from and/or related thereto. If any claim arises from any department to Company, on behalf of the Contractor, the same will be deducted from the Contractors claims. Company will not be responsible for any claim from any department.

26. INDEMNIFICATION: The Contractor shall defend, indemnify and hold harmless the Company, its group companies, agents, affiliates, employees and representatives (#Company Indemnified Parties#) against all liability, claims, suits, losses, damages, costs and demands, including reasonable legal expenses and attorney's fees which are made or brought against or incurred by the Company Indemnified Parties, arising as a result of any breach or non-performance of the obligations of the Contractor under this Work Order, breach or falsity of any representation, warranty, covenant, obligations or any negligent act and wilful misconduct act or omission or fraud of the Contractor, its agents, employees, personnel, representatives or any related parties. The Contractor shall be responsible for all its men, material, tools and tackles, plants, equipment, etc. brought to the site in performance of its obligations under this Work Order.

The Company will not be responsible, under any circumstances, for any theft, damage or loss attributable to the material, Contractor's employees/labour, contractors, agents etc. and Contractor shall indemnify the Company against all claims which are made or brought against the Company.

27. TERMINATION: If the Contractor abandons the Works, refuses/ fails to comply with an instruction of the Project Manager, fails to proceed expeditiously and without delay, or is in breach of this Works Order, the Company may give notice to the Contractor stating the default and requiring the Contractor to remedy the same. If the Contractor does not take all practicable steps to remedy the default within 7 (seven) days of issuance of notice, the Company may forthwith omit part of the Contractor's scope of works and carry out the works by itself or by others, or terminate the Contractor's Work Order. All costs arising shall be to the Contractor's account and the Company may set-off such amount against any money due to the Contractor. Unless otherwise instructed, the Contractor shall demobilize from the site leaving behind materials, plant and

equipment until the completion of the Works.

28. **CONSEQUENCES OF TERMINATION:** Upon the termination under cl.12, the Company shall not be liable to pay to the Contractor any further amount (Including damages) in respect of the Works until the expiration of the defect liability period of the Works and the costs of execution, completion and remedying, or any defects, damages for delay In completion (if any) and all other expenses incurred by the Company have been ascertained and the amount thereof certified by the Company ("the Said Amount"). The Contractor shall then be entitled to receive only such sum (if any) as the Company may certify would have been payable to him upon due completion by him ("the Sum") after deducting the Said Amount. If the Said Amount exceeds the Sum, such excess shall be deemed a debt due from the Contractor to the Company and the Contractor shall upon demand pay the same to the Company.

29. **MISCELLNEOUS**

(a) **SUCCESSORS BOUND:** This Works Order is binding upon the heirs, permitted assigns, successors and executors of both parties.

(b) **NOTICE:** All written notices required hereunder will be deemed to have been given when (a) delivered in person, (b) via post at address set out in the Work Order, two (2) business days after being sent by registered post, or by overnight courier with a confirmation copy thereof, or (c) sent via email at the address set out in the Work Order.

(c) **GOVERNING LAW:** This Work Order and all matters relating to it, shall be governed by, and construed in accordance with the laws of India.

(d) **DISPUTE RESOLUTION:** Any dispute in relation to this Work Order shall be referred to arbitration to be administered in accordance with (Indian) Arbitration and Conciliation Act, 1996. The arbitral tribunal shall consist of sole arbitrator to be mutually appointed by both the Parties. The seat of the arbitration shall be in New Delhi. The award shall be final and binding on the Parties and without appeal and capable of being enforced in any courts having jurisdiction.

(e) **DUTIES AND TAXES:** The amounts payable by the Company to the Contractor under this Work Order are inclusive of all applicable taxes (including but not be limited to duties, levies, royalties etc.), overheads, profits, royalties and other similar charges which are currently in force and which may be levied in future during the subsistence of this Work Order. All stamp duty (including fines, penalties and interest) payable on or in connection with this document and any instrument executed under or any transaction evidenced by this document must be borne by the Contractor.

FOR KOKHRAJ HANDIA EXPRESSWAY

FOR ALCOLITE INDIA ROAD SAFETY PRIVATE

AUTHORISED SIGNATORY

CONFIRMED BY SUPPLIER