

Work Order No.: SCCPL/2025-26/KL1385/WO-1049

Date:12-04-2025

To,
M/s Four Wall Mining & Property Management
Aarab Manzil Thakaraparambu
Madavoor Po Pallickal
GST: 32AAKFF3425A1Z3.
PAN: AAKFF3425A

Kind Attn: Mr. K G Unnikrishnan (+91,8301864527) Email: unnikrishnan12az@gmail.com

Project: Six Laning of Start of **Kollam Bypass** (Design Km. 486.000) - **Kadambattukonam** (Design Km. 517.250) section of New NH- 66 (Old NH-47) in the State of Kerala on Hybrid Annuity Mode Under Bharatmala Pariyojna.

Subject: Work order for the Soil on for basis for Construction of Embankment & Subgrade as per MORTH specification.

Dear Sir,

With reference to our discussions/quotation with regard to the captioned subject, we, **Shivalaya Construction. Pvt. Ltd.** (hereinafter referred to as "SCCPL" or "Company") are pleased to issue the work order to **M/s Four Wall Mining & Property Management** (hereinafter referred to as "Sub-Contractor") for the Soil on FOR basis for Construction of Embankment & Subgrade for the above-mentioned project.

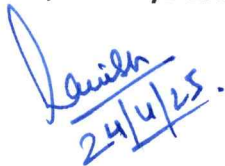
Following documents shall be deemed to form this work order:

1. **Annexure-A:** BOQ
2. **Annexure-B:** Subcontract Terms & Conditions
3. **Annexure-C:** Payment Terms
4. **Annexure-D:** General Terms and Conditions

As acceptance of this work order, signed copy of the same shall be returned for our records.

Thanking you,

Issued by
For, Shivalaya Construction Co. Pvt. Ltd.


24/4/25.

(Authorized Signatory)




Accepted by
For, M/s Four Wall Mining & Property Management

(Authorized Signatory)

Annexure-A**Schedule of Rate – BOQ**

Sr No.	Description	Unit	Rate (INR)
1	Excavation and loading of soil from Borrow area and dumping at site for all leads within project ROW from 486+000 to 517+250 as instructed by SCCPL engineer-in-charge. (Rates are inclusive of cost of Soil, cutting, loading, transportation & unloading at site, Royalty and all other taxes and charges, excluding GST.) a. For Borrow Area located in Arakkal Village Having Resurvey No – 394/1 & 395/2 having a total area of 12 Acres. b. For any other Borrow Area as not specified in (a)	CFT CFT	11.00/- 10.00/-
2	Supply of soil at Borrow Area located in Arakkal Village Having Resurvey No – 394/1 & 395/2 having a total area of 12 Acres and Lead is approximately 37 km from 495 Kallumthazham junction . (Rates are inclusive of cost of Soil at BA and all other taxes and charges, excluding Royalty & GST.) a. For 10 Wheel truck b. For 12 Wheel truck c. For 16 Wheel truck The actual lead will be verified on-site, and if it exceeds by more than 1 km, the rates will be revised accordingly.	Per Truck Per Truck Per Truck	600.00/- 800.00/- 1000.00/-

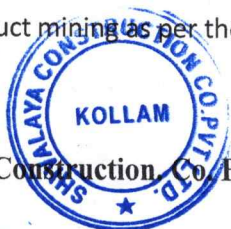
1. Time of Completion and Date of Start:

Time is essence of the contract. The work should start immediately after getting site clearance from SCCPL / Engineer-in-Charge. This work order is valid for an **initial contract period of 11 months** commencing from the date of this work order.

Annexure – B**Subcontract Terms & Conditions****1. Scope of Work:**

The work for aforesaid job shall be carried out as per approved drawing/s & methodology and technical specification as per IRC & MoRTH Specification. The scope of work shall include but not limited to the following: -

- On request of Sub-contractor Diesel shall be issued by SCCPL and same shall be recovered at the price of ₹ 96/- per liter.
- Mining Procedure:** - In case of excavation by Sub-Con as specified in Sr. No. 1 of BOQ, the mining procedure shall strictly adhere to the approved mining plan sanctioned by the Mining and Geology Department, Kollam. The contractor must maintain benches and buffer zones as per the approved plan. Any form of illegal mining or cutting of the buffer zone is strictly prohibited. As per regulations, the Mining and Geology Department will impose a penalty of five times Per-ton rate for any cutting of the buffer zone or failure to maintain benches. The contractor shall be solely liable for any such penalties and consequences arising from non-compliance during the work period.
- In case of Sr. No. 2** If boulders, rocks, or unsuitable earth are encountered during excavation, SCCPL will leave these materials at the location and will only remove suitable soil from the Borrow area. SCCPL will conduct mining as per the approved mining plan and will not be responsible for any excess mining



conducted by any third party or the owner after the demobilization of its resources. SCCPL will not be liable for any penalty imposed by Mining & Geology department or any other department under any circumstances, the Supplier will have the full responsibility for such cases.

2. Labour Accommodation and all expenses towards mobilization at site and demobilization including bringing in equipment, work force, materials shall be arranged by Sub-Contractor and no extra cost shall be entertained by SCCPL.

3. Measurement and Certification

The measurements of vehicle shall be recorded by Sub-Contractor's representative and SCCPL Engineer In-charge jointly on the first day of joining the fleet. Measurement of each trip shall be recorded on loading/unloading Slip jointly signed by SCCPL authority and Contractor and same shall be submitted to SCCPL for billing.

4. Quality Control & Workmanship

The Sub-Contractor shall follow all the instructions given by the Authority/ Authority Engineer/ SCCPL Engineer-In-Charge on all aspects concerning the quality of material/works. The Sub-Contractor shall strictly follow the quality control measures established by SCCPL as per MORTH Specifications. The Borrow area shall be approved by SCCPL, in case any defective/improper work is observed, the same shall be redone/ rectified immediately by the Sub-Contractor at its cost. SCCPL reserves the right to cancel this work order in parts or whole if the quality standards are not as per MORTH Specifications.

5. Price

- i. GST shall be paid extra, as applicable.
- ii. The rates approved are final and binding till the completion of project.
- iii. No idle charges shall be paid for manpower or machinery what so ever the reason may be.
- iv. No claim of any sort will be entertained for non-release of funds / fronts to Sub-Contractor during execution
- v. Escalation is not applicable to this contract.

Annexure – C
Payment Terms

1. Mobilization Advance: -

No Advance shall be paid for this work order.

2. Running Bills:

- a) The running bill shall be made on 15 day basis based on joint measurements between Sub-Contractor representative and Engineer In- charge.
- b) After receipt of certified bill, payment will be made within 7 working days after necessary deductions of advance /taxes etc.
- c) GST shall be paid extra, All the documents related to Royalty, GST and all other taxes shall be submitted during billing.

3. Final Bill:

The final bill will be certified & payments released only after the entire works covered under Sub-Contractor scope of works, are measured & certified.

The amount payable to the Sub – Contractor against the final bill shall be released only on his submitting the following document:

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- a. No Claim Undertaking confirming that the Sub-Contractor has no claims of any nature against the work order and/or the work done against the work order.
- b. Unconditional acceptance of the final bill and measurements entered therein
- c. Unconditional Undertaking that the 'Sub - Contractor' has complied in full with the Legal / Statutory obligations with regard to the labour engaged by him on the job including payment of terminal benefits, if any, and that he indemnifies SCCPL of any obligation / liability that may arise owing to any representation of any workmen employed by him.
- d. A Clearance Certificate from SCCPL stores confirming no short-fall of any material issued to him for the purpose of the work.

4. **Income Tax:**

Income tax for the gross value of monthly will be deducted from the monthly bills towards income tax as per statutory requirements. Necessary tax deduction certificates will be issued to you, by our accounts department.

Annexure – D

General Terms and Conditions

1. Incidental Works:

The Sub-Contractor is bound to complete the entire work under this Work Order on a firm and fixed price. The Sub-Contractor shall be deemed to have satisfied himself as to the sufficiency of Rates. The Sub-Contractor is bound to execute all supplemental works that are found essential, incidental and inevitable during execution of main work without any extra cost to the Contractor. The cost arising out of such contingencies is deemed to be included in Rates and shall be borne by the Sub-Contractor. Coordination with the concerned Department/ Authority if needed is included in the scope of the Sub-Contractor. The Sub-Contractor shall coordinate/ liaise with the other Sub-Contractors who are being deployed by the Contractor for execution and other site works.

2. Liquidated Damages:

- 2.1 If the project (Sub-Contractor work) gets delayed beyond agreed competition date/ Period for the reason attributable to the Sub-Contractor, then liquidity damages/penalty will be levied at the rate of 0.2% of Contract value per day to the maximum up to 5% of Contract value.

3. Health, Safety and Environment:

- 3.1 Sub-Contractor shall implement the Health, Safety and Environment (HSE) Management System as per work environment & its process safety. The Sub-Contractor shall implement & follow SCCPL's HSE Rules, Norms, Standards safety Codes, HSE Code of Conducts, and relevant HSE Standards of the project. In case Sub-Contractor fails to implement this HSE Practices, then SCCPL has full right to recover/penalize/debit the amount for the non-observance /damages/losses/expenses to the Sub-Contractor. In case of dispute arises in this regard, the decision of SCCPL shall be final and binding to the Sub-Contractor.

- 3.2 Sub-Contractor shall be totally responsible for entire safety of Road users, Sub-Contractor laborers, supervisors, and surrounding areas of the work sites and shall use Safety PPEs. And various other protective equipment to ensure that the workers are working under utmost safe conditions. Sub-Contractor shall ensure the immediate availability of proper and adequate First Aid Facilities to all employees, staff, workmen etc. employed by Sub-Contractor at work sites. All accidental charges shall be borne by Sub-Contractor at no extra cost to Contractor.

- 3.3 No work is to be left unfinished which is unsafe to road user/ unsafe to any man-made structure / unsafe to nature. In case of any accident, Sub-Contractor is responsible to resolve issues at his own cost.

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- 3.4 All plant - machine -equipment deployed by the Sub-Contractor shall be fit to use, no machinery to be mobilized on site without fitness certificate/permits by R.T.O/D.T. O or appropriate Authority of the State Govt.
- 3.5 No employee, labour, operator, driver etc. of sub-contractor shall work on site in alcoholic condition. If found work shall be suspended/terminated immediately.
- 3.6 Sub-Contractor shall observe all provisions of Labour Laws/ Acts and Rules as applicable to these works and safety rules and regulations of the project and enforce the same on all workmen. Sub-Contractor shall also be responsible for the good conduct of the workers,
- 3.7 The Sub-Contractor shall take all necessary insurances in respect of workmen and the plant and equipment deployed by him for the execution of the works. SCCPL shall not be liable for any claim on account of any injury to any of the Sub-Contractor's workmen or any loss or damage to his plant, Road users and equipment (which shall include 3rd party also).

4. Statutory and Legal Requirements:

- 4.1 Though SCCPL is the main Contractor for execution the work but the Sub-Contractor shall be responsible for complying all statutory provisions and obligations of various acts, laws, rules and regulations, policies etc. including but not limited to the Labour Act against risk & cost, Labour Insurance Policies, Work-men's Compensation Liability under the workmen Compensation Act and all amendments thereto ES/Acts, PF Act, rules, regulations, etc. shall be complied and followed completely and shall be to Sub-Contractor account.
- 4.2 The Sub-Contractor shall indemnify the SCCPL against all claims and damages from any third party/ workmen / supplier employed by him in the course of the works.

5. Termination of Contract/ Non-Performance:

- 5.1 If progress of work entrusted to Sub-Contractor is found to be below the accepted progress schedule, in such case for timely completion of the Project, SCCPL shall have an option to terminate / de-scope any part of the scope of work or the entire balance work and to take up the same directly by us or any other agency, at your risks and costs. In such a case no compensation shall be payable to Sub-Contractor for the work so deleted. The Project-in-charge of SCCPL may terminate this Work Order at his opinion by giving written notice of 2 days at any time without assigning any reason and without entertaining any claim for labour or material or any other expenses or damages.
- 5.2 Contractor may recover the damages, if any, that occurs as a consequence of Sub-Contractor non-performance by:
- a) Retaining all your plants & equipment's and use them for balance works.
 - b) Any other method as deemed fit.

6. Indemnifications:

Sub-Contractor shall keep SCCPL indemnified from any action which is taken due to you or is a result of work done by you, against SCCPL by the competent authority on account of contravention of any of the provisions of any Acts, Rules, Regulations or Notifications including amendments, If SCCPL is caused to pay or reimburse such amounts as may be necessary to cause or observe or for non-observance the provisions stipulated in the Notifications/ Bye Laws/ Acts/ Rules/ Regulations including amendments, if any, on your part, the SCCPL shall have the full right to debit the appropriate amount. SCCPL shall also have the right to recover from you any sum required or estimated to be required for making good the loss or damages suffered by SCCPL, without making any delay, it is Sub-Contractor's responsibility and liability to pay the difference amount to SCCPL.



07. Inspection of Work:

Authority/ Authority Engineer/ SCCPL representatives or Engineer-In-Charge will have full power and Authority to inspect the works at any time, wherever in progress, on site.

08. Sub-Contracting:

No part of sub-contract nor any share or interest thereof shall in any manner of degree be transferred, assigned or sublet by Sub-Contractor directly or indirectly to any firm or corporation whatsoever without the prior consent in writing of SCCPL.

Handwritten:
24/4/25

