

**RELIANCE CORPORATE IT PARK LIMITED**

C/o Reliance Corporate Park,, Building No.5B, 1st Floor  
 TTC Industrial area, Ghansoli, Ghansoli-400701, MAHARASHTRA, INDIA  
 Telephone : 9004057138  
 Email: abhay.ranade@ril.com

**WORK ORDER**

<b>To</b> 3135243 VIKAS INDIA LANDMARKS PVT LTD 203, CHINTAMANI PRIDE, NEAR CITY PRIDE MULTIPLEX, KOTHRUD PUNE MAHARASHTRA Pin Code: 411038 INDIA  PHONE : +91-20-25471111 FAX : E-Mail : VIKASINDIA55@GMAIL.COM Attention : VIKAS PATIL	Work Order No. : 167/31215172  Date: 22.07.2016
	Contractor's Quot. Ref :  Date : Our Ref :

In accepting this WORK ORDER, CONTRACTOR agrees to furnish the GOODS/Do WORK specified in full accordance with all conditions set forth herein and / or attachments hereto. All drawings, designs, specifications and other data prepared by OWNER and related thereto are the property of the OWNER and must be returned to OWNER upon completion by CONTRACTOR of the obligations under this WORK ORDER. The information contained herein is not to be released or disclosed for any other use or purpose other than for the execution of this WORK ORDER. It is important that CONTRACTOR signs and returns the Work Order copy within three (3) days of receipt. No other form of Order acceptance will be accepted. Failure to return the Order acceptance does not diminish the responsibilities as set forth herein, but may result in delay to any payment(s) that may be due and may be the cause for termination of this WORK ORDER.

**For all correspondence, Please quote Contract/Work Order No.**  
**For detailed commercial terms & conditions, please refer line items terms/enclosures.**

WO Period From DT: 01.06.2016 To DT:31.12.2016	Value of Work	INR	249,000.00
	Service Tax	INR	34,860.00
	SB Cess	INR	1245.00
	KK Cess	INR	1,245.00

**TOTAL ORDER VALUE: INR 286,350.00**

Value in Words :( Rs. Two Lakh Eighty Six Thousand Three Hundred Fifty only )

For other details, please refer line items.

Delivery Terms : N/A  
 Engineer in Charge :

Payment Terms : See Page Inside

BUYER : Ranade	for RELIANCE CORPORATE IT PARK LIMITED	CONTRACTOR'S Acceptance
	Authorised Signatory	Signature Title Date

REGISTERED OFFICE : Reliance Corporate Park, Bldg No.4, 5 TTC Ind. Area,Thane Belapur Road,Ghansoli, NaviMumbai -400701





**WORK ORDER**

W.O.Number 167 / 31215172 Dt.22.07.2016  
Page No: 1

Structural\_Stability\_117 sites\_MCGM  
Rework-114 sites;Fresh-3 sites

No	Item Code	Material/Work Description	Quantity	UOM	Price Details	Unit Rate	Amount (INR)
1		Srutural stability work MCGM-Metro Sites	1	PU			
					Value of Work	INR/PU	21,000.00
					Service Tax	14.00 %	2,940.00
					SB Cess	0.50 %	105.00
					KK Cess	0.50 %	105.00

**The item covers the following Work :**

10	3243953	STRUCT STABLT Y CERTIFY-ROOF TOP E NODE B	3	EA - each			
		CHARGES FOR STRUCTURAL STABILITY CERTIFICATION FOR ROOF TOP E NODE B		Net value of item	7,000.00		21,000.00

2		Srutural stability work MCGM-Fresh Sites	1	PU			
					Value of Work	INR/PU	228,000.00
					Service Tax	14.00 %	31,920.00
					SB Cess	0.50 %	1,140.00
					KK Cess	0.50 %	1,140.00

**The item covers the following Work :**

10	3243953	STRUCT STABLT Y CERTIFY-ROOF TOP E NODE B	114	EA - each			
		CHARGES FOR STRUCTURAL STABILITY CERTIFICATION FOR ROOF TOP E NODE B		Net value of item	2,000.00		228,000.00



# WORK ORDER

W.O.Number 167 / 31215172 Dt.22.07.2016  
Page No: 2

Total Value of Work	INR	249,000.00
Total Service Tax	INR	34,860.00
Total SB Cess	INR	1,245.00
Total KK Cess	INR	1,245.00

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<b>Total Order Value:</b>	<b>INR</b>	<b>286,350.00</b>
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**Enclosure Summary :**

Annexure - 1 : Special Conditions of Contracts.

Annexure - 2 : General Conditions of Contracts.

**Terms of payment :**

30 days from the date of Invoice/Despatch

**Liquidated Damages :**

1 % PER WEEK TO MAX OF 5%

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**Note(S): 1.** It is essential that the Contractor shall mention ItemNo. & Item code along with corresponding Material/Work Description and W.O.No. as mentioned above, in the Delivery challan (On-Shore Order), Measurement sheet and invoice for ease of material Inwarding, Certification of work and Bill Processing. Failure to do so may be the grounds for the rejections(s) or delay in release of payment(s).



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## WORK ORDER

Number : 167/31215172

Date 22.07.2016

### SCOPE OF WORK:

Structural Stability survey is carried out to conclude the acquisition of roof top, before signing of the lease agreement, to ascertain load carrying capacity of the building on which the RTP/RTT and the ODC with the equipments are being deployed.

The Detail Scope of work includes the detail site survey of proposed building survey, the identification of Structural columns/ Beams of the building is done and after having detail measurement of the building Terrace, based on the inputs received from this data the existing strength of the structure is assess. The NDT such as ultrasonic pulse Velocity, rebound hammer, PH and carbonation of concrete etc. are carried out, wherever necessary, to assess the existing strength of structure. Note: as NDT is a Site Specific activity hence rate of the same can be negotiated as and when required. Based on the above data the Structural Stability Certificate for the building for additional load of poles is issued, after which the foundation of the proposed RTP/RTT is designed and a detail layout drawing showing locations Foundation of RT Poles/Tower and ODC Locations is prepared. Providing Onsite Support during execution phase to resolve technical problem during the site execution.

Details of work flow are as follows :

Site Visit for the inspection & survey of the building Terrace to identify the space available for installation of RT Pole/Tower/Delta and Outdoor Cabinet Rack.



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**WORK ORDER**

Number : 167/31215172

Date 22.07.2016

Identification of structural columns / beams of the building to assess the strength of existing structure.  
Detailed measurement of Building Terrace.  
Preparation of Layout Drawings showing locations of RT Pole/Delta /Tower & ODC locations.  
Issue structural stability certificate for the building for additional loads of Pole.  
Preparation of RCC Foundation Design for RT Pole & Structural Steel Base Frame for RT Pole/Tower/Delta and Outdoor Cabinet along with Bill of Material.  
Providing Technical Support to Resolve issues/ problems encountered during execution of Civil Work and installation Work, whenever required

**PAYMENT TERMS:**

The payment will be released within 30 days, from the date of submission of duly certified invoices by EIC along with all relevant supporting.

The applicable TDS shall be deducted as per the existing provisions of the law in force.

The Bills shall conform to standard Formats which may be collected from the Account Department.

The Contractor shall have an e-payment account with HDFC Bank/ ICICI Bank/ CITI Bank/ Special Electronic Fund Transfer (SEFT) or Real Time Gross Settlement System (RTGS) enabled



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**WORK ORDER**

Number : 167/31215172

Date 22.07.2016

Bank and shall inform the necessary details to the Owner to facilitate release of e-payment by the Owner.

Performance Guarantee / Security Deposit :

Contractor shall, within 15 days of issue of Work Order,

(i) provide to Owner a duly issued, on-demand, unconditional, irrevocable and enforceable performance bank guarantee in a form and by a bank acceptable to Owner. The performance bank guarantee shall not be less than 5% of the Total Contract Value. Payment to Owner under such performance bank guarantee shall be without reference to the Contractor. The performance bank guarantee shall be in full force and effect from the date of its issue through and until the date which is six (6) months beyond the date of expiry of the defects liability period 6 Months. All costs associated with such bank guarantee shall be to the Contractor's account;

or

(ii) provide Owner non-interest bearing refundable security deposit of an amount as agreed and set out on the Special Conditions of Contract, provided such amount shall not be less than 2.5% of the Total Contract value, by way of a Demand Draft in favour of Owner, as security for due performance of its obligations under the Contract including (for the purposes of clarification) by way of security against all loss, damage, costs, expenses and claims that may be caused to or suffered by Owner by

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**WORK ORDER**

Number : 167/31215172

Date 22.07.2016

reason of any breach by Contractor of any of its obligations under the Contract. In the event Owner opts for, and Contractor provides, the security deposit,

(i) Owner shall refund such security deposit to the Contractor on the date which is six (6) months beyond the date of expiry of the Defects Liability Period 6 Months;

(ii) Contractor shall have no right to claim that such security deposit be utilized in payment of any of Contractor's dues to Owner. Owner may, however, at its discretion, be entitled to deduct and apply the Security Deposit towards any amounts that may become due and / or payable by Contractor if Contractor fails to carry out any of its obligations under the Contract or commits a breach of any of the terms of the Contract, express or implied. Should Owner at any time do so and advise Contractor of the same, Contractor shall forthwith provide Owner with Demand Drafts for such further sums as may be necessary to restore the security deposit to the required extent.

Mobilization time:

CONTRACTOR shall mobilize required resources at job site as soon as possible after issue of Work Order.

Price Escalation:

The prices mentioned in this Work Order shall not be subjected to escalation or increased on any account whatsoever. No escalation / overrun compensation shall be paid for extended duration of contract.

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Number : 167/31215172

Date 22.07.2016

**TAXES AND DUTIES:**

The rates given in the work order are inclusive of all taxes, levies/ duties paid / payable in execution of the contract (Excluding Service tax). Any variation during the contract period as promulgated by Govt. shall be adjusted on either side on scrutiny of proof of payment. However, increase in taxes, levies / duties for work executed beyond the contract duration will not be applicable.

**Service Tax:**

Service tax shall be paid against service taxable items under respective service category subject to service tax registration and invoice as per format.

**VAT/CST:**

VAT and /or sales tax liability either under Central or state Act in respect of Contractor's materials and work / service / labour to be carried out by the contractor, shall be borne and paid by the Contractor subject to TDS provisions of Central / State Act. The contractor shall provide the Tax invoice wherever VAT is applicable. In case contractor supplies the material from inter-state, the same shall be at concessional rate against form 'C' and contractor to provide invoice accordingly.

If any additional liability on account of VAT (Works Contract)





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**WORK ORDER**

Number : 167/31215172

Date 22.07.2016

arises at a future date, shall be borne by the Contractor.

Bill submission:

The billing period applicable for Running A/C bill in respect of this contract is two bills every calendar month.

The Invoice shall be submitted at Bill Receipt Section of Accounts Department with following address -

Billing & Bill Submission Address:

Reliance Corporate IT Park Ltd.  
5,TTC Industrial Area,  
Thane # Belapur Road,  
Ghansoli, Navi Mumbai - 400 701

Engineer-In-charge  
Mr. Deepak Jaiswal  
Contact No. 8879334761

The Invoice shall confirm to standard Formats which may be collected from Engineer-in-charge.

All the entries in the invoice shall be printed and not hand written. Invoice should be raised on Original Letter Head of the Contractor.



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**WORK ORDER**

Number : 167/31215172

Date 22.07.2016

Invoice shall indicate:

- a. Address of Service Provider.
- b. Serial Number of document in numeric format (In case invoice no. is not in numeric format, kindly fill the attached declaration on your letter head and submit the same to the OWNER)
- c. Date of issue of Invoice.
- d. PAN Based Service Tax Registration Number. Address mentioned in the certificate shall match with the address mentioned at Sr.No. 1. Copy of latest Service Tax Registration Certificate to be provided.
- e. Description of the Services provided.
- f. Relevant Category of services for which invoice is being raised.
- g. Value of the Services provided.
- h. Service Tax amount paid or payable. Amount of Service Tax, Education Cess and Secondary Higher Education Cess along with Rates should be separately mentioned in the invoices.
- i. Mention the route details where service rendered
- j. Period / Duration of service.
- k. Total Value of invoice should be written both in Numeric and Words.
- l. In case abatement is claimed, declaration complying with the conditions of the abatement should be mentioned on the Invoice. In such cases, total Service Value, Abatement Claimed and Taxable Service Value should be separately mentioned.
- m. In case Invoices are issued under Works Contract (Composition Scheme for Payment of Service Tax) Rules, 2007, declaration

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**WORK ORDER**

Number : 167/31215172

Date 22.07.2016

complying with the conditions of the Rules should be mentioned on the Invoice.

**LIQUIDATED DAMAGES:**

Without prejudice to any other rights or remedies available to the Owner under the Contract or in law, if Contractor, for any reason other than Force Majeure, suspension of work by Owner in terms of the Contract, and issuance of Alteration Order, fails to achieve the targets specified in the Progress Schedule by their due date or fails to complete the Work in accordance with the Completion Period, Contractor shall be liable to pay to Owner, as ascertained and agreed liquidated damages not amounting to penalty, an amount equivalent to 1% of the Total Contract Value for each week of delay or part thereof subject to a maximum of 5% of the Total Contract Value.

Owner may, at its sole discretion, and without prejudice to its right to recover any or all of the liquidated damages by any other method of recovery, deduct the amount of such liquidated damages from any monies due or which may become due to Contractor.

The payment or recovery of sums hereunder shall not relieve Contractor from any of its other obligations and liabilities under the Contract.

Labour law and Safety codes:



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## WORK ORDER

Number : 167/31215172

Date 22.07.2016

All the matters concerned with labour management shall be as per the Labour laws. Contractor will obtain labour license on arrival at site before commencement of the job. The first RA bill shall be released only on submission of a copy of labour license duly attested by Reliance Administration in the prescribed format. If labour license is not applicable, the contractor shall obtain a confirmation to this effect from Reliance Administration.

CONTRACTOR will comply with all labour and other statutory laws applicable from time to time as per GCC.

CONTRACTOR shall strictly adhere to safety codes as detailed in company GCC.

Defective Work :

Charges for Rectification of defective work and other consequent damages to OWNER shall be borne by the Contractor.

TERMINATION:

The OWNER reserves the right to terminate the contract at any point of time but in such scenario the Owner is obliged to pay the Contractor for the balance period of the Contract at the rate agreed in this Work Order or at mutually agreed terms.



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**WORK ORDER**

Number : 167/31215172

Date 22.07.2016

**INSURANCE:**

The Contractor should take insurance of Machines deployed under this Work Order and its resources including third party liability, to the satisfaction of the Owner. This insurance shall include an insurer's waiver of rights of subrogation in favor of OWNER. Please note the Owner will not be responsible for any sort of legal or financial claim if arise, in normal discharge of the Contractor's duties.

**DISPUTES :**

Any disputes and / or difference of opinion arising out of the work concerning this shall be referred to the chief of the site of the Owner whose decision shall be final and binding on the Contractor.

**ARBITRATION:**

If any dispute or difference cannot be amicably resolved by Parties within fifteen(15) days from its occurrence, or such longer time as mutually agreed, such dispute or difference may be submitted for settlement by arbitration.

a. Arbitration shall be conducted under the provisions of the Arbitration and Conciliation Act, 1996, and any statutory modification or any re-enactment thereof.

b. A dispute or difference may be submitted by either Party



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## WORK ORDER

Number : 167/31215172

Date 22.07.2016

sending a notice of arbitration to the other Party, informing the other Party of its intention to settle the dispute by way of arbitration ("Request for Arbitration"). The requesting Party shall also appoint its arbitrator in its Request for Arbitration.

c. Should the other Party fail to appoint its arbitrator within thirty (30) days of receipt of information of appointment of the requesting Party's arbitrator, or such other period as may be agreed mutually by the Parties, the arbitrator named in the Request for Arbitration shall decide the dispute as sole arbitrator. Otherwise, the two(2) arbitrators appointed by the Parties shall appoint a third presiding arbitrator within thirty (30) days after the other Party has notified the requesting Party of the appointment of the other Party's arbitrator. If the two (2) arbitrators fail or are unable to appoint a third arbitrator, then the appointment of the third arbitrator shall be made in accordance with the Arbitration and Conciliation Act, 1996.

d. The arbitration proceedings shall be held in Mumbai, India. The arbitration proceedings shall be conducted in the English language. The decision of the arbitrator(s) shall be final, binding and non-appeal able except in case of manifest error. Judgment upon the award may be rendered in competent courts in Mumbai, or any application may be made to such court for judicial acceptance of the award and an order of enforcement, as the case may be.

e. Any award of the arbitration tribunal shall include the reasons for such award. In those instances where the dispute or difference referred to arbitration relates to or involves any matter or thing



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**WORK ORDER**

Number : 167/31215172

Date 22.07.2016

in respect of which the decision, opinion or determination of the Owner or Engineer-in-Charge is final and binding on Parties in terms of the Contract, such decision, opinion and/or determination as the case may be, shall be final, binding, and not subject to arbitration.

f. Each Party shall bear its own costs and expenses of arbitration.

g. The Contractor shall continue with balance portion of Work during the pendency of arbitration proceedings unless the subject matter thereof itself is a dispute pending before the arbitrators.

This Clause shall survive any termination, expiry or nullity of this Contract.

All disputes arising out of this contract will be subject to Mumbai jurisdiction.

20.0 Indemnity :

20.1 Notwithstanding anything contained herein, Owner shall not be responsible or liable in any manner whatsoever for any claims, suits, liabilities, costs, damages, losses and expenses incurred or suffered by Contractor, its agents, personnel, sub-contractors and representatives, including in respect of any injury, death, damage to or loss of its and their or any third party's personnel, employees, equipment, material or property, as the case may be, arising or resulting from, or occasioned by or in connection with any of the Work envisaged hereto, including the performance of



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**WORK ORDER**

Number : 167/31215172

Date 22.07.2016

work by the Contractor or Owner or any of their personnel, sub-contractors, employees and agents.

20.2 Contractor shall indemnify and hold harmless the Owner, its personnel and agents from and against any and all suits, claims, liabilities, costs, damages, losses and expenses (including legal fees and expenses) of every kind and nature, with respect to :

i.) damage of or loss to (i) Work prior to issuance of the Completion Certificate; (ii) Work after the issuance of Completion Certificate to the extent they are under the Contractor's care or control (iii) any Free Issue Materials from the date of delivery to the Contractor until issuance of Completion Certificate and thereafter to the extent they are under Contractor's care or control;

ii.) injury to or illness or death of any personnel, employee, contractor, agent of the Owner or Contractor or any third party;

iii.) damage to or loss of equipment and / or property, equipment, tools, aids, materials, spares of any personnel, employee, contractor, agent of the Owner or Contractor or any third party;

iv.) environmental damage occurring at the Site or at the premises of the Contractor or pollution emanating from the property or equipment of the Contractor, its agents, Sub-contractors to the extent they arise or result from, or are occasioned by or in connection with any of the works envisaged hereto, including the performance of work by Contractor, or any other act or omission, by the Contractor or third parties, and any of their personnel, sub-contractors, employees and agents.

20.3 Contractor shall indemnify and hold harmless the Owner and every member, officer and employee of the Owner, including the Engineer-in-Charge against all actions, proceedings, claims





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**WORK ORDER**

Number : 167/31215172

Date 22.07.2016

demands, costs and expenses whatsoever arising out of or in connection with any breach of any applicable law by Contractor, its employees, Sub-contractors, agents, representatives, personnel or any other persons for whose action it is liable.

20.4 In the event Owner is required by a court of law to pay any amount in respect of any claims or demands as aforesaid the amount paid and costs incurred by Owner shall be reimbursed by Contractor to Owner or, alternatively, be deducted by Owner from any sum due or thereafter becoming due to Contractor from Owner under the Contract, at Owner's discretion. Contractor shall not be entitled to dispute or question payments of any such amount by Owner notwithstanding such payment being made without its consent or authority.

20.5 Notwithstanding anything contained in the Contract, Contractor is and shall remain solely and exclusively liable and responsible for:

- i) supervision of work, quality of material used, method and process of working, conduct and behavior of its employees, immediate and long term safety of its personnel and agents deployed by it, from time to time;
- ii) any liability, claim for damages or compensation, or any other action arising out of any accident, mishap arising from any negligent act or omission of Contractor, sub-contractors, its or their personnel, agents or representatives;
- iii) compliance with health, safety and environment procedures and norms prescribed by competent authorities and Owner from time to time,

and Contractor shall indemnify and hold harmless the Owner from and against any liabilities of whatsoever nature arising out of a breach of any of the obligations set out in this Clause during the



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## WORK ORDER

Number : 167/31215172

Date 22.07.2016

performance of work.

20.6 If Owner is required by a court of law to pay compensation to any personnel employed and deputed by the Contractor under the provisions of the Workmen's Compensation Act, 1923, in particular under Section 12(i) thereof, Owner shall be reimbursed by Contractor such amount or, alternatively, Owner may deduct such amount from any sum due or thereafter becoming due to Contractor from Owner under the Contract or otherwise including from the retention money. Owner shall not be obliged to contest any claim made against it under the under Sub-section 2 of Section 12 of the Workmen's Compensation Act, 1923, except on written request by the Contractor and upon provision of full security by the Contractor for all costs which Owner may become liable to pay as a consequence of contesting such claim.

### 21. ENGINEER IN CHARGE:

The EIC for this WO will be nominated by The Company or shall be a person designated by EIC. The Contractor should contact the EIC for all the matters connected with this work order.

### ENVIRONMENTAL REQUIREMENTS:

The Contractor and the GPR machines rendered by Contractor to the Owner on hire basis shall comply with relevant laws and regulations as well as take any additional measures, considered necessary.



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**WORK ORDER**

Number : 167/31215172

Date 22.07.2016

Compliance Requirement:

Following documents are required in photocopy

- 1 Register of workmen employed- Form no. VIII under Contract labour Act
- 2 Indemnity Bond on a stamp paper of Rs.200/- duly notarized
- 3 Work Order
- 4 Undertaking from the Contractor
- 5 PF Code Draft letter
- 6 ESIC Coverage Letter
- 7 Registration under BOWC Act (The building & other construction workers regulation of employment & conditions of service)- if applicable
- 8 Profession Tax Registration Certificate



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**WORK ORDER**

Number : 167/31215172

Date 22.07.2016

ANNEXURE-A

To be executed on Rs.500/- Non-Judicial Stamp Paper & to be notarized & put initial on each page of the indemnity bond)

(To be submitted by Contractor at the time of Work Commencment)

Annexure 1

DECLARATION CUM INDEMNITY BOND

THIS DECLARATION CUM INDEMNITY BOND made at by M/s

\_\_\_\_\_ having their Office / works at

\_\_\_\_\_ (hereinafter referred to as "Contractor" which expression shall unless it be repugnant to the context or meaning thereof, be deemed to mean and include their respective assigns, successors, executors and/or administrators) of the ONE PART in favor of , a Company Registered under the Companies Act, 1956, and having its registered office at

\_\_\_\_\_ (hereinafter referred to as the "Company", which expression shall unless it be repugnant to the context or meaning thereof be deemed to mean and include its assigns, successors,) of the OTHER PART.

WHEREAS the Company has entered into a contract with the Contractor for the \_\_\_\_\_. (hereinafter called the "Contract");

AND WHEREAS it is one of the essential conditions of the Contract that the Contractor shall comply with all the provisions of the Labour & Industrial Laws, as may be applicable from time to time for the discharge and completion of the Works and or Services

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**WORK ORDER**

Number : 167/31215172

Date 22.07.2016

covered under said Contract by the Contractor including but not limited to the observance and compliance of The Contract Labour (R & A) Act 1970, Child Labour (Prohibition and Regulation) Act 1986, The Employees Provident Funds & Miscellaneous Provisions Act, 1952, Employees State Insurance Act 1948, Minimum Wages Act, 1948, Payment of Bonus Act, 1965, Payment of Wages Act, 1936, Employees Compensation Act.1923, and other Labour Laws applicable to the contractor (hereinafter referred as the 'Laws').

AND WHEREAS the Contractor has agreed to execute this Declaration cum Indemnity Bond to this effect and has agreed to indemnify and keep the Company, its directors and employees and representatives indemnified and hold harmless against all third party claims, charges, penalties, fines, expenses, losses, damages, costs, suits or any other levy against the Company and/or the management due to the failure of the Contractor to observe or follow any Laws.

NOW THIS DEED WITNESSETH AS UNDER:

1. In consideration of the Company awarding the Contract to the Contractor subject to the condition of execution of this Declaration cum Indemnity bond, the Contractor declares and represents to the Company that the Contractor has obtained all statutory registrations, certificates, licenses and approvals required under the Laws enabling the Contractor to execute the Contract in a legal and lawful manner.

2. That in the event of any liability arising out of failure to observe or non-compliance of any such 'Laws' by the Contractor in connection with the performance of the Contract, the Contractor

**RELIANCE CORPORATE IT PARK LIMITED**

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EMAIL: abhay.ranade@ril.com

**WORK ORDER**

Number : 167/31215172

Date 22.07.2016

shall bear all the resultant whatsoever liability(ies), if any arising out thereof and that the Company , its directors, employees, representatives, shall not be liable for any such liability(ies). The Contractor agrees to indemnify and keep the Company and its directors, employees, representatives indemnified , defend and hold harmless, against all losses, costs, damages, claims, penalties, interest, expenses, demands, fines, legal liability, causes of action, injury to persons, suits etc which may be suffered, incurred, undergone and / or sustained by the Company including the costs and expenses that may be incurred in defending any such liability(ies) claim(s), proceeding(s) etc. that may be made or taken or arise on the same by any person, body, authority, government, judicial / quasi judicial authority due to the failure or non compliance of any such laws and rules there under (including any amendments in acts, laws, statutes & rules there under) of whatsoever kind and nature arising out of or in any way connected with, whether or not such acts or omissions are actual or alleged, active or passive with regard to the discharge of the said Contract.

3. The Contractor hereby agrees and undertakes to make good any loss , damage , claims, suits, demands,decrees, expenses that the Company may suffer to the fullest satisfaction of the Company and if the Contractor fails to make good the same then the Company shall have the right to recover the same and or any other loss sustained, without any restriction or limitation ,together with any other incidental expenses, costs, and all incidental logistic expenses etc that may be suffered by the Company from the Contractor and the Contractor hereby further confirms and declares that this Declaration cum Indemnity Bond is irrevocable



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and shall be final and binding on it / him heirs, executors, administrators, legal representatives, successors and assigns, wherever the context applies. Any claims , demands , shall be adjusted against any amount due and payable to the Contractor and the Company shall have the right to withhold any amounts due and payable to the Contractor , till the settlement of such claims, disputes to the satisfaction of the Company or alternatively make demand sufficient security from the Contractor towards discharge of such claims, obligations etc .

4. This Declaration cum indemnity bond shall be in accordance with the laws of India and any dispute between the parties with regard to this Declaration cum Indemnity Bond shall be resolved through the dispute resolution process mentioned in the General Conditions of the Contract (GCC).

IN WITNESS WHEREOF, the said Contractor has hereunto set their hand the day and year first hereinabove written.

SIGNED SEALED AND DELIVERED  
By the within named "CONTRACTOR")

(Authorised Signatory)  
Rubber Stamp of Firm/Company  
Name:  
Designation:  
Date :

In presence of  
Witness



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Name & Address of Witness      Signature

1. \_\_\_\_\_

2. \_\_\_\_\_