



GOKUL VASUDEV CONSTRUCTION PVT . LTD

HEAD OFFICE: - SIR GANESH DUTT NAGAR, RAJA BAZAR, JEHANABAD, BIHAR- 804408

WEBSITE: - GVC.IN.NET, MOB NO - 9430045240, EMAIL ID: - GOKULVASUDEVCONSTRUCTIONPVTLTD@GMAIL.COM

Ref No - 18 / 2023 - 24 / AG.

Date - 29 / 06 / 2023.

Page 01 To 05

AGREEMENT BETWEEN COMPANY AND SUBCONTRACTOR

This Agreement No - 17 / 2023 - 24. Is made this 29-day June of, 2023.

COMPANY: GOKUL VASUDEV CONSTRUCTION PRIVATE LIMITED.

SUB CONTRACTOR:

1. Sumit Kumar, S/o - Mithilesh Kumar, UID NO- (20627721077)
2. Ratnesh Kumar, S/o - Brajeshwar Kumar, UID NO- (371850727274)

PROJECT NAME: - Construction of Boundary wall, P.C.C Road & Campus Filling at Degree College Nauhatta, Rohtas

WORK AGREEMENT AMOUNT: - 1,61,14,001.00 /- (ONE CRORE SIXTY-ONE LAKH FOURTEEN THOUSAND ONE RUPEES)

EXPECTED START TIME: - 01 / 08 / 2023.

EXPECTED END TIME: - 30 / 12 / 2023.

COMPANY SELF SHARES ON THIS WORK PERCENTAGE: - 60.00 % (SIXTY PERCENT)

SUBCONTRACTOR SHARES ON THIS WORK PERCENTAGE DETAILS BELOW: -

- A. Sumit Kumar, S/o - Mithilesh Kumar, SHARE- (20% TWENTY PERCENT)
- B. Ratnesh Kumar, S/o - Brajeshwar Kumar, SHARE- (20% TWENTY PERCENT)

SUBCONTRACTOR EMD DEPOSIT AMOUNT: _____ N/A _____

DEPARTMENT:

B.S.E.I.D.C LTD, PATNA (BIHAR)

COMPANY ENGINEER: -

PROJECT MANAGER & SITE INCHARGE :- COMPANY NOTIFY

We Are Pleased to Work on The Terms and Conditions Specified Below: -

1. We Will Paid As **40** % Measurement Book Amount to Subcontractor the Details Payment Breakup Shown In **Annexure B Ref No 18 / 2023-24 - Page No 05**
2. During The Business You Bill Use the Property / Machines / Tools Instruments Etc. Of The Organization with At Most Care. You Shall Be Responsible for Their Safe Keeping And Return in Good Condition.
3. The Management Will Assess Your Work, Conduct, General Attitude Overall Suitability. In Case It Is Considered That You Are Not Suitable and Not Working on Time of Period. You Get Terminates at Any Time Without Any Notice.

*Asstoy
Kumar
29/06/2023*
Chief Executive Officer
GVC PVT LTD

*Sumit Kumar
29/06/2023*

*Ratnesh - Kumar
29/06/23*

TERM CONDITIONS APPLY: -

1. **SUBCONTRACT WORK:**

To the extent terms of the agreement between Department and Company (agreement) apply to the work of Subcontractor, Company assumes toward Subcontractor all obligations, rights, duties, and redress that Department assumes toward Company. In an identical way, Subcontractor assumes toward Company all obligations, rights, duties, and redress that Company assumes toward Department and others under the prime agreement (copy of prime contract available upon request). In the event of conflicts or inconsistencies between provisions of this Agreement and the prime agreement, this Agreement shall govern. Subcontractor shall perform Subcontract Work under the general direction of Company and shall cooperate with Company so Company may fulfill obligations to Department shall be responsible for all permits, fees, licenses, assessments, inspections, testing, and taxes necessary to complete Subcontract Work. Subcontractor agrees not to charge Company any additional cost on account of incidental discrepancies that might appear in the plans and specifications. Subcontractor represents to the best of its knowledge after careful review that the plans are currently complete and sufficient to provide project with substantially complete and functional systems.
2. **SUBCONTRACT AMOUNT:**

Company agrees to pay Subcontractor for satisfactory and timely performance and completion of Subcontract Work.
3. **BONDS:**

Subcontractor shall not furnish to Company, as Oblige, surety bonds in a form as set to this Agreement, and through a surety mutually agreeable to Company and Subcontractor, to secure faithful performance of Subcontract Work and to satisfy Subcontractor payment obligations related to Subcontract Work. Standard Short Form Agreement Between Company and Subcontractor
4. **SAFETY:**

To protect persons and property, Subcontractor shall establish a safety program implementing safety measures, policies and standards conforming to (1) those required or recommended by governmental or quasi-governmental authorities having jurisdiction, and (2) requirements of this Agreement and Close Construction, Inc.'s Safety Policy. A copy of said safety program can be obtained on our MAIL ID - or upon written request.
5. **ASSIGNMENT:**

Subcontractor shall not assign the whole or any part of Subcontract Work or this Agreement without prior written approval of Company.
6. **TIME IS OF THE ESSENCE:**

Time is of the essence for both parties. The parties agree to perform their respective obligations so that the Project may be completed in accordance with this Agreement.
7. **SCHEDULE:**

The Company shall prepare the schedule for performance of Company's work (Progress Schedule) and shall revise and update such schedule, as necessary, as Company's work progresses. Subcontractor shall provide Company with any scheduling information proposed by Subcontractor for Subcontract Work and shall revise and update as Project progresses. Company and Subcontractor shall be bound by the Progress Schedule. The Progress Schedule and all subsequent changes and additional details shall be submitted to Subcontractor reasonably in advance of required performance. Company shall have the right to determine and if necessary, change the time, order, and priority in which various portions of Subcontractor Work shall be performed and all other matters relative to Subcontract Work.
8. **CHANGE ORDERS:**

When Company orders in writing, Subcontractor, without nullifying this Agreement, shall make any and all changes in Subcontract Work, which are within the general scope of this Agreement. Any adjustment in the Subcontractor Amount or time of performance shall be authorized by Change Order. No Adjustments shall be made for any changes performed by Subcontractor that have not been ordered by Company. A Change Order is a written instrument prepared by Company and signed by Subcontractor stating their agreement upon the change in Subcontract Work. If Commencement and/or progress of Subcontract Work is delayed without the fault or responsibility of Subcontractor, the time for Subcontract Work shall be extended by Change Order to the extent obtained by Company, and the Progress Schedule shall be revised accordingly. In the event Company and Subcontractor cannot reach an agreement as to the value of the additional work, Company may direct Subcontractor to perform such work, compensating Subcontractor for all its direct labor, materials, equipment plus 15% for overhead and profit as full compensation for additional work.
9. **PROGRESS AND FINAL PAYMENTS:**

Receipt of payment by Company from Department for Subcontract Work is a condition precedent to payment by Company to Subcontractor. Subcontractor acknowledges that it relies on credit of Department, not Company, for payment of Subcontract Work. Progress payments, less retain age, shall be made to Subcontractor, for Subcontract Work satisfactorily performed, no later than seven (7) days after receipt by Company of payment from Department for Subcontract Work. Final payment of the balance due shall be made to Subcontractor no Standard Short Form Agreement Between Company and Subcontractor later than seven (7) days after receipt by Company of final payment from Department for Subcontractor Work. These payments are subject to receipt of such lien waivers, affidavits, warranties, guarantees or other documentation required by this Agreement or Company.
10. **PAYMENTS WITHHELD:**

Company has received payment from Department and, if for any reason not the fault of Subcontractor. Subcontractor does not receive a progress payment from Company within seven (7) days after the date such payment is due, Subcontractor, upon giving seven (7) days' written notice to Company, and without Prejudice to and in addition to any other legal remedies, may stop work until payment of the full amount owing to Subcontractor has been received. Subcontract Amount and time of performance shall be adjusted by the amount of Subcontractor's reasonable and verified cost of shutdown, delay and startup, and shall be affected by an appropriate Change Order.
11. **DEPARTMENT'S ABILITY TO PAY:**

Subcontractor shall have the right upon request to receive from Company such information as Company has obtained relative to Department's financial ability to pay for Company's work, including any subsequent material variation in such information, Company, however, does not warrant the accuracy or completeness of information provided by Department. If Subcontractor does not receive the information referenced in Subparagraph 10.6.1, Subcontractor may request the information from Department and/or Department's lender.

12. INDEMNITY:

To the fullest extent permitted by law, Subcontractor shall defend, indemnify and hold harmless Company, Company's other subcontractors, Architect/Engineer, Department and their agents, consultants, employees and others as required by this Agreement from all claims for bodily injury and property damage that may arise from performance of Subcontract Work to the extent of the negligence attributed to such acts or omissions by Subcontractor, Subcontractors or anyone employed directly or indirectly by any of the or by anyone for whose acts any of them may be liable.

13. COMPANY'S RIGHT TO PROFORM SUBCONTRACTOR'S RESPONSIBILITIES AND TERMINATION OF AGREEMENT

13.1 FAILURE OF PERFORMANCE:

Should Subcontractor fail to satisfy contractual deficiencies or to commence and continue satisfactory correction of the default with diligence or promptness within three (3) working days from receipt of Company's written notice, then Company, without prejudice to any right or remedies, shall have the right to take whatever steps it deems necessary to correct deficiencies and change the cost thereof to Subcontractor, who shall be liable for such payment, including reasonable overhead, profit and attorneys' fees. In the event of an emergency affecting safety of persons or property, Company may proceed as above without notice, but Company shall give Subcontractor notice promptly after the fact as a precondition of cost recovery.

13.2 TERMINATION BY COMPANY:

If Subcontractor fails to commence and satisfactorily continue correction of a default within three (3) days after written notification issued under Paragraph 12.1, then Company may, in lieu of or in addition to Paragraph 12.1, issue a second written notification, to Subcontractor and its surety, if any. Such notice shall state that if Subcontractor fails to commence and continue correction of a default within seven (7) days of the written notification, the Agreement will be deemed terminated. A written notice of termination shall be issued by Company to Subcontractor at the time Subcontractor is terminated. Company may furnish those materials, equipment and/or employ such workers or subcontractors as Contract deems necessary to maintain the orderly progress of Company's Work. All costs incurred by Company in performing Subcontractor Work, including reasonable overhead, profit and attorney's fees, cost and expenses, shall be deducted from any monies due or to be Standard Short Form Agreement Between Company and Subcontractor. Come due Subcontractor. Subcontractor shall be liable for payment of any amount by which such expense may exceed the unpaid balance of the Subcontractor Amount. At Subcontractor's request, Company shall provide a detailed accounting of the costs to finish Subcontract work.

13.3 TERMINATION BY DEPARTMENT:

Should Department terminate the prime agreement or any part which includes Subcontract Work, Company shall notify Subcontractor in writing within three (3) days of termination and, upon written notification, this agreement shall be terminated and Subcontractor shall immediately stop Subcontract Work, follow all of Company's instructions, and mitigate all costs. In the event of Department termination, Company liability to Subcontractor shall be limited to the extent of Company recovery on Subcontractor's behalf under the prime agreement. Company agrees to cooperate with Subcontractor, at Subcontractor's expense, in the prosecution of any Subcontractor claim arising out of Department termination and to permit Subcontractor to prosecute the claim, in the name of Company, for the use and benefit of Subcontractor, or assign the claim to Subcontractor.

13.4 TERMINATION BY SUBCONTRACTOR:

If Subcontractor Work has been stopped for thirty (30) days because Subcontractor has not received progress payments or has been abandoned or suspended for an unreasonable period of time not due to the fault or neglect of Subcontractor, then Subcontractor may terminate this Agreement upon giving Company seven (7) day's written notice. Upon such termination, Subcontractor shall be entitled to recover from Company payment for all Subcontract Work satisfactorily performed but not yet paid for, including reasonable overhead, profit and attorneys' fees, costs and expenses, subject to the terms of Paragraphs 10.2 and 10.3 Company's liability for any other damages claimed by Subcontractor under such circumstances shall be extinguished by Company pursuing said damages and claims against Department, on Subcontractor's behalf, in the manner provided for in Paragraph 12.3 of this Agreement.

14.1 CLAIMS RELATING TO COMPANY:

Subcontractor shall give Company written notice of all claims within seven (7) days of Subcontractor's knowledge of facts giving rise to the event for which claim is made; otherwise, such claims shall be deemed waived. All unresolved claims, disputes and other matters in question between Company and Subcontractor shall be resolved in the manner provided in this Agreement.

14.2 DAMAGES:

If the prime agreement provides for liquidated or other damages for delay beyond the completion date set forth in this Agreement, and such damages are assessed, Company may assess a share of the damages against Subcontractor in proportion to Subcontractor's share of responsibility for the delay. However, the amount of such assessment shall not exceed the amount assessed against Company. Nothing in this Agreement shall be construed to limit Subcontractor's liability to Company for Company's actual delay damages caused by Subcontractor's delay.

14.2.1 COMPANY CAUSED DELAY:

Nothing in this Agreement shall preclude SUBCONTRACTOR's recovery of delay damages caused by Company.

14.3 WORK CONTINUATION AND PAYMENT:

Unless otherwise agreed in writing, Subcontractor shall continue Subcontract Work and maintain the Progress Schedule during any dispute resolution proceedings. If Subcontractor continues to perform, Company shall continue to make payments in accordance with this Agreement.

15 CONCEALED CONDITIONS:

By executing this Subcontract, Subcontractor represents that it has made a thorough examination of the job site and has located and allowed for all conditions, including concealed underground conditions such as rock and utilities, that are to be encountered in the performance of the work. Subcontractor has taken such conditions into account in arriving at the Subcontract price. No additional compensation or extension of time shall be allowed because of concealed or unforeseen conditions about the job site.

16 INVESTIGATIONS BY SUBCONTRACT:

Subcontractor has carefully examined and understands this Subcontract and the other contract documents, and has investigated the nature, locality and site of the work and the conditions and difficulties under which it is to be performed. Subcontractor enters into this agreement on the basis of its own examination, investigation and evaluation of all such matters, and not in reliance on the opinions or representations of Company and/or Department. If there are any inconsistencies between the contract documents, or ambiguities in any contract document, Subcontractor shall bring such inconsistencies or ambiguities to the attention of Company before the execution of the Subcontract; otherwise, Subcontractor shall be bound by Company's resolution of such inconsistencies or ambiguities. Standard Short Form Agreement Between Company and Subcontractor Page 5 of 7

17 SUPERVISIONS:

Subcontractor shall maintain a competent, experienced English-speaking superintendent or foreman on the project at all times, with authority to carry out directives of the Company relating to the Subcontractor's work and responsibilities.

20 DESTRUCTION OR DAMAGE OF THE WORK:

Subcontractor will carry its own insurance to protect it against destruction of, or damage to, the Subcontractor's work, including stored materials not yet incorporated in the work. Subcontractor will be responsible for its work until completion of the entire project and its acceptance by the Department. Until that time, Subcontractor has the risk of damage or loss. In the event of damage to or destruction of the work, Subcontractor will rebuild its portion of the work without additional compensation, and will look to its own resources to pay for such rebuilding. Subcontractor will promptly perform rebuilding without additional compensation regardless of the pendency of any claim by Subcontractor against any other party. In The Event Of Any Dispute And / Or Difference Arising In Connection With This Work Order The Matter Shall Be Referred To Courts Of Appropriate Jurisdiction Only In Bihar.

ATTACHED TO COPY

1. AGREEMENT COPY
2. DRAWING
3. ALL DOC RELIZED TO OFFICE - B.S.E.I.D.C LTD, PATNA (BIHAR)

I ACCEPT THE ABOVE TERMS AND CONDITIONS OF MY OFFER OF SHARES WITH THE ORGANIZATION, I SHALL AGREEMENT NO 17, DATED – 29 / 06 / 2023.

SUBCONTRACTOR SIGNATURE

Sumit Kumar
29/06/2023
Sumit Kumar

Ratnesh-kumar
29/06/23
Ratnesh Kumar

We Welcome You to The Gokul Vasudev Construction Pvt. Ltd. Family.

Ashutosh
Kumar
29/06/2023
Chief Executive Officer
GVC PVT LTD

Ashutosh Kumar
CEO & Chief Human Resource Officer
GOKUL VASUDEV CONSTRUCTION PVT.LTD

Rimpi Kumari
MANAGING DIRECTOR
GOKUL VASUDEV CONSTRUCTION
PRIVATE LIMITED
Rimpi Kumari

**Seal and Sign of Concerned Authority From
GOKUL VASUDEV CONSTRUCTION PVT.LTD**