



Scanned copy sent to Vendor
Appendix - XIX
KJS Cement Limited

Work Order

WO no: KJS/Env/17-18/2812201701 Dtd: 28.12.2017	KJS Cement LTD. N.H.-7, Rewa Road, Rajnagar, Vill. Amiliya-Lakhwar, Tehsil - Maihar - 485771, Distt. - Satna (M.P) Tel-07672-239900,292010,292020 Fax : 07674-292024
M/S Prakriti Infra Projects Pvt Ltd 4- Shri Rama Kunj, E-8, Bharat Nagar, Arera Colony, Bhopal- 462039 (MP) Contact Person: Mr. Safi Akhtar Khan. Email: prakriti7@yahoo.com	PR No : Nil Dtd: Nil (Environment)

Dear Sir,

Subject	Providing Services towards development of wildlife conservation plan.
Reference	Ref by offer no: Prakriti /17-18/11 Dtd: 13 Dec 2017 & subsequent Discussion held.
Open Order Qty based	Lump sum Based
Ceiling Value	Rs 4,25,000/- (GST Extra at actuals)

With reference to the discussion held with you for Providing Services towards development of wildlife conservation plan., Please find herewith this work order with detailed terms and conditions that are to be complied with while executing the subject contract. This work order is agreed between M/s Prakriti Infra Projects Pvt Ltd and the KJS Cement Ltd. Detailed Scope, Prices, other Terms & Conditions are as below:-

1.0 Scope of Work & Procedure of Job :

M/s Prakriti Infra Projects 's Scope:-

- 1.1. M/s PIP shall survey the wildlife area around reserve forest within impact area- 10 Km radius.
- 1.2. M/s PIP shall categorise the Fauna as per Wildlife Act.
- 1.3. Collection of necessary data from Field survey shall be done by M/s PIP.
- 1.4. Preparation of Draft WCP for Conservation plan shall be done by M/s PIP.
- 1.5. Submission of WCP to Various authorities at district / Circle/state govt and obtaining their approvals / clearances shall be done by M/s PIP.
- 1.6. M/s PIP shall provide Conservation plan after consultation with district forest officer/ chief wildlife warden.
- 1.7. Approval of conservation plan from competent authority as per MoEF Clearances shall be arranged & provided by M/s PIP.
- 1.8 All Travelling charges, Lodging ,boarding & incidental charges is inclusive in the price.
- 1.9 All other charges for required surveys, collection of field datas & preparing requisite sets of reports, presentation copies & other documents shall be inclusive in the price.

Other Terms & Conditions:-

- 2.0. KJSCL shall provide Available maps, Aerial photographs & satellite images of the properties.
- 2.1. KJSCL shall provide Biodiversity reports compiled during EIA & permitting phase, EIA/ EMP Plan & Rehabilitation plans etc.

[Signature]
28/12/18

[Signature]
28/12/18

[Signature]

2.0 Prices :-

Sr No	Description of Items	Unit	Qty	Price per UOM	Total Value in Rs
1	Providing Services towards development of wildlife conservation plan	Lumpsum	01	425000	4,25,000/-

Prices will be Firm & Fixed in consideration of the Scheduled work . Total execution cost of the same will be Rs 4,25,000/- . GST will be extra at actual & TDS shall be liable as per Govt Norms.

3.0 Ownership of the contract: HOD Environment is the owner of this contract , hence job / activities mentioned in this work order must be executed under the strict instruction of HOD (Environment) or his authorized representative.

4.0 Relationship:

It is expressly agreed by you that this arrangement shall not in any way create the relationship of employer and worker between KJS Cements and the personnel deputed by you to perform the jobs under this contract or otherwise.

5.0 Quantity & Deliverables: You have to deliver as per above mentioned work ref by article no: 2.0.

6.0 Completion schedule:

- 6.1 Submission of WCPs to DFO within 2 months from date of order.
- 6.2 Forwarding of WCPs from DFO to CCF within One month.
- 6.3 Forwarding of WCPs from CCF to CWLW within One Month.
- 6.4 Final Approval of WCPs by CWLW within one month.

7.0 Payment Term & Certification of bills:

Service Bills must be submitted to HOD of EMD Dept & same will be certified. One copy of same shall be submitted to our Accounts Dept & One Copy to Sr.DGM- Purchase.

- 7.1. 30% payment along with order.
- 7.2. 40% payment after submission of WCPs to DFO.
- 7.3. 30% balance payment after final approval of WCPs by CWLW.

8.0 GST: You may charge GST as applicable in your Invoice provided at present GST @18%. You can furnish a copy of your valid "**GST Registration Certificate** ". **Our ARN No: AA2303170078882 & GST NO: 23AABCD5727F1Z0**

9.0 Income Tax (TDS):- Income tax will be deducted from your payment as per I.T. Rule and TDS certificate will be furnished to you in due course of time. Please submit copy of your PAN Card immediately on receipt of this order.

General Terms & Conditions:-

10.0 Statutory Compliance:

All statutory levies i.e. payment of minimum wages, PF, ESI, Insurance, Bonus etc. related to contract has to be complied by you and rate given above is inclusive of all statutory levies. Proof of the document for this compliance of the status to be given to HR department as per the demand.

You have to comply with the statutory compliances as per the various statutes including contract labour (Regulation & Abolition) ACT 1970 and take labour license for deploying the persons to carry out the job.

11.0 Statutes:

You shall comply with all applicable statutes including those applicable to your workmen / employees and machinery. You will be solely and entirely responsible for the compliance of all statutes, including those of safety. All your personnel should wear helmets and safety guards whilst on duty. All responsibilities and liabilities whatsoever on this account shall be yours and we shall be indemnified of any liabilities/ expenses incurred by us. You will provide to all your workmen all the amenities required by them. You will arrange for all the consents / approvals required for running the equipments. You would be responsible for your personnel and equipment, especially for their safety, insurance, including third party risks, etc. The company shall have

KJS Cement Limited

no responsibility/liability, whatsoever. Any expenses incurred on these accounts shall be yours and we shall not be put to any expense on this account. If there be any non-compliance and if there be any liability raised against us or attributed to us, you shall pay to us on demand all such claims and in the event that any money is due to you on any account, such liability shall be adjusted against the dues. In the event that we

do not immediately receive the monies demanded, you shall be liable to pay interest on such outstanding demand at the rate of 24% per annum. We shall not be required to prove the existence of liability or its fastening before or after effecting such recovery or adjustment from you, the indemnity being unequivocal.

12.0 Idling Charges:

You shall not be entitled to claim and we shall not pay any idling or other such charges for your men on whatever account.

13.0 Insurance:

You shall insure all your men against all risks, including third-party claims, and keep them insured during the entire tenure of this contract. If there be any dispute and cessation of work, you shall continue the said insurance during the existence and pendency of the dispute at your cost.

14.0 Damage/Injury:

You shall ensure that no damage or injury is caused to our men or assets while executing this contract or while acting under this contract. You shall be vicariously responsible for the damage or injury caused to our men, assets or installations. All costs and consequences flowing from such injury / damage shall be to your account and hence will be recovered from you.

15.0 Conduct:

Your staff should behave in a cordial manner with our employees and officers. You should ensure that the requirements of equipment are met on requisition and there is no time lag. Any slippage in timely response shall render you liable for penalties to be decided by us.

16.0 Arbitration

In case of any dispute of difference arising out of any provision of this Work Order, The Quantum of loss, damages costs, charges and/or expenses suffered and/or incurred by us on account of any failure by you to perform Obligation under this contract, the same shall be referred to the sole arbitrator to be appointed by our company M/S KJS Cement Ltd. and the decision and/or award of such sole arbitrator shall be final and binding on both parties i.e. yourselves and ourselves. You shall not raise any objection to such appointment. The arbitration proceedings shall be conducted in accordance with the provision of arbitrary and cancellation act, 1996 or any statutory modification thereof. The venue and place of such arbitration shall be decided by the arbitrator. It shall not be necessary for the arbitrator to give a speaking award and the arbitrator may adopt a summary procedure.

17.0 Amendment/Cancellation: Company will reserve the right to amend/cancel the order, in case you fail to provide the satisfactory services as per our requirements.

18.0 Right to Recompensate:

In the event, you fail to provide service part or in full because of any fault of yours or delay in completion of work by you or due to breach of contract, the entire extra cost of service charge under this Contract shall be borne by you.

19.0 Documentation:- You will Draw your all documents on the Following Name & Address :-

01. Invoice, to be raised on : KJS Cement LTD.
Rajnagar, NH-7, Vill. Amiliya,
Po. - Maihar, Distt. - Satna (M.P.)
PIN - 485771

20.0 Termination of This Order:-

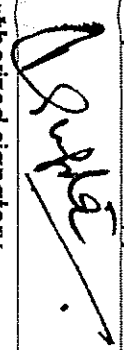
a) The order may be terminated, if you commit any default in complying with or commit breach of the terms and conditions or do not take effective steps to remedy the breach immediately or not later than ten days in case a notice in writing is served by us.

b) In case the supply of material (quality or quantity are not found satisfactory).

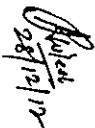


We shall have the right to terminate the order in full or in part as aforesaid without prejudice to any of the

BY US shall be conclusive evidence under these circumstances no further payment will be made to you and you will cease your claim for the same.

21.0 Jurisdiction: This Purchase order shall be deemed to have been made within the jurisdiction of the Hon'ble Jabalpur High Court District Satna Court and ADJ court at Malhar only who shall have exclusive jurisdiction in the event of any dispute arising out of or in connection with this order.

For KJS Cement Ltd (Prop: Kamal Group)	For Prakriti Infra Projects Pvt Ltd.
	
Authorized signatory	Authorized Signatory.

WITNESS
Name
Address

 28/12/12
 28/12/12
 28/12

WITNESS
Name
Address