

THE AMARYLLIS
AT
NEW ROHTAK ROAD, DELHI



CONTRACT DOCUMENTS
(Waterproofing Works in Phase 2)

OWNER : M/s BASANT PROJECT LIMITED

CONSULTANT : M/s D K ENGINEERS & CO





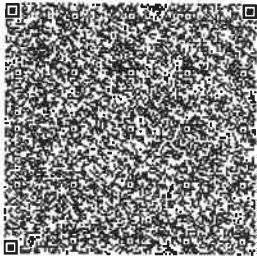
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INDIA NON JUDICIAL

Government of National Capital Territory of Delhi

e-Stamp

Certificate No. : IN-DL67513156809442Q
Certificate Issued Date : 21-Aug-2018 12:29 PM
Account Reference : IMPACC (IV)/ dl896403/ DELHI/ DL-DLH
Unique Doc. Reference : SUBIN-DL89640339132171873534Q
Purchased by : BASANT PROJECTS LTD
Description of Document : Article 5 General Agreement
Property Description : Not Applicable
Consideration Price (Rs.) : 0
(Zero)
First Party : BASANT PROJECTS LTD
Second Party : Not Applicable
Stamp Duty Paid By : BASANT PROJECTS LTD
Stamp Duty Amount(Rs.) : 100
(One Hundred only)



Please write or type below this line

BPL/DK/AMARYLLIS/PHASE-2/WC-04/2018

Date: 04-09-2018

AGREEMENT

This Agreement is made on the 04th day of September 2018 at Delhi, India.

Between



Page 1 of 4

Statutory Alert:

1. The authenticity of this Stamp Certificate should be verified at "www.shcilestamp.com". Any discrepancy in the details on this Certificate and as available on the website renders it invalid.
2. The onus of checking the legitimacy is on the users of the certificate.
3. In case of any discrepancy please inform the Competent Authority.

BASANT PROJECTS LTD, a Company registered under Companies Act, 1956, having its corporate office at G-3, Aggarwal Corporate Tower, 23, Rajendra Place, New Delhi - 110008 (hereinafter called 'OWNER' which includes its successors and assigns) through its authorised signatory.

AND

M/S D K ENGINEERS & CO., a Company registered under companies act 1956, having its registered office at 48, FF1, HASANPUR, IP Extension, Delhi-110092. (Hereafter called 'Contractor') through its authorised signatory Mr. Dharmendra.

And WHEREAS, the OWNER intends to develop "The Amaryllis" New Rohtak Road, Delhi" on the basis of various approvals as available with him, hereinafter called as "Project"

And WHEREAS, the OWNER intends to carry out the "**Waterproofing Work of Sunken Area of Tower E of Phase-2 of "The Amaryllis", New Rohtak Road, Delhi**" on the basis of various approvals as available with him, hereinafter called as "Works" for the purposes of this agreement wherever this context permits, to be performed by the contractor for this project.

AND WHEREAS the Contractor represents and warrants to the OWNER that it lawfully owns and controls up-to-date infrastructure, expertise, safety equipment and various other technical skills with manpower having necessary qualifications, expertise, benchmarking to the International Standards of safety & quality, legal compliances with a reputation for satisfactory performance and completion of Works in accordance law and terms and conditions as set out in this Contract Agreement.

And Whereas the Contractor has assured the OWNER that it shall execute the Works taking care of all materials, labour, legal requirements and would be in a position to complete the Works in a manner as desired by the OWNER within the time schedule agreed between the parties.

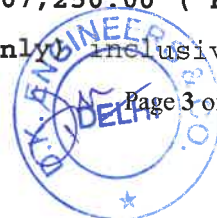


And Whereas the Contractor has further assured the OWNER, it shall, for the purposes of these Works, act as a Principal Employer taking on itself all legal, construction, monetary liabilities and would be answerable at all times to any Competent Authority, Courts, investigative agencies for all acts of omission and commission attributable to its employees, agents, Sub-Contractors, third parties and all persons connected with it.

AND WHEREAS the OWNER, based on mutually concluded negotiations, has trusted the Contractor's representations in good faith and also assurances that the Contractor will execute the Works with Top Class International Standards to the full satisfaction of the OWNER and has, at the behest of the Contractor, agreed to enter into this Contract Agreement and the Contractor, hereby agrees to accept and execute the Works on the representations made above and the terms and conditions set out herein.

NOW THIS AGREEMENT WITNESSETH AS FOLLOWS:

1. In this Contract Agreement, words and expressions shall have the same meaning as are respectively assigned to them in the Contract Documents referred in Para 2 below.
2. The following documents shall be deemed to form and be read and constitute as part of this Agreement viz.
 - a) Special Conditions of Contract - Annexure - I.
 - b) General Conditions of Contract - Annexure - II.
 - c) Scope of work, Specification and Bill of Quantities - Annexure - III.
3. In consideration of the payments to be made by the OWNER to the Contractor, as hereinafter mentioned, the Contractor hereby covenants with the OWNER, to construct, complete and maintain the Works in conformity in all respects with the provisions of this Contract Agreement and the Contract documents.
4. The Owner hereby covenants to pay to the Contractor in consideration of the carry out execution, completion and maintenance of the Works, a contract Price of **INR 27,07,250.00 (Rs Twenty Seven Lakhs Seven Thousand Two Hundred Fifty Only)** inclusive



of all taxes but excluding Goods & Service Tax which shall be paid extra subject to adjustments in accordance with the provisions of the contract GCC and SCC.

5. This Contract Agreement constitutes the entire Contract between the parties and it revokes and supersedes all previous correspondence, discussions, representations, arrangements or agreements, pertaining to the Works, between the parties, concerning the matters covered herein whether written, oral or implied. In case of any inconsistency between this Contract Agreement and Contract Documents, this Agreement, in order of preference and the Special Conditions of Contract shall take precedence over the remaining Contract Documents mentioned in Para 2 above.

IN WITNESS whereof the parties hereto have hereunto set their respective hands and seals, the day and the year first above written.

SIGNED BY



(Signature)

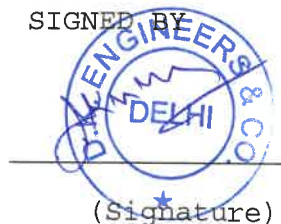
For & on Behalf of
BASANT PROJECTS LTD.

IN THE PRESENCE OF

NAME _____

ADDRESS _____

SIGNED BY



(Signature)

For & On Behalf of
M/S D K ENGINEERS & CO.

IN THE PRESENCE OF

NAME _____

ADDRESS _____

ANNEXURE I
SPECIAL CONDITIONS OF CONTRACT

1.0 GENERAL

These conditions shall be read in conjunction with the General Conditions of Contract. Wherever the Special Conditions are at variance with the General Conditions and/or the Specifications, then in that case the Special Conditions shall prevail if the context so permits as determined by the Engineer. The General Conditions of Contract shall also be referred as GCC and Special Conditions of Contract as SCC.

2.0 Time of Completion

Date of Start : 01.08.2018

Date of Completion : 31.12.2018

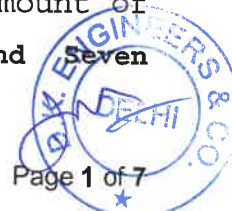
Contractor shall submit a 'Bar Chart' and detailed PERT/CPM within 10 days from the date of award of contract.

3.0 Security Deposit / Retention Money

Security Deposit shall be deducted @ 5% (FIVE Percent) from each bill as specified in clause 16.0 of the GCC. Retention Money shall be released after completion of defect liability period i.e 12 months after certified completion of work plus 03 months of grace period for lodging the claim or against the submission of Bank Guarantee of equivalent amount and period.

4.0 CONTRACT PERFORMANCE INDEMNITY BOND

The Contract Performance Indemnity Bond (Strictly as per the format given by Owner) shall be furnished within 15 days of award of this contract for amount of
INR 2,70,725.00 (Rs Two Lakhs Seventy Thousand Seven



Hundred Twenty Five Only) and as per Clause 15.0 of the GCC.

The above Contract Performance Indemnity Bond shall be valid till the expiry of the Defect liability Period which is 12 Months from the date of Certified Completion of contract plus a grace period of 03 Months for lodging the claim.

5.0 MOBILISATION ADVANCE: - NIL

6.0 RECOVERY OF MOBILISATION ADVANCE:- N/A

7.0 PAYMENT TERMS

I. Payment shall be made in stages as follows;

- a) 80% of the item rate will be paid on application/installation of materials.
- b) 10% after successfully testing on prorata basis.
- c) 10% against successfully Handingover on prorata basis.

II. Sub Clause 73.6 of GCC shall be replaced as follows:

The Engineer shall within 15 days upon presentation of the interim bill by the Contractor in the proper form and manner as required in the Contract, deliver to the Owner the certified Interim Payment Certificate stating the amount of payment to the Contractor which the Engineer considers due and payable in respect of such statement, subject to the provisions of this Clause 73. The Owner shall pay the Contractor within 45 days of submission of interim bill, complete in all respect, by the Contractor.



A handwritten signature in black ink, appearing to be "Anshu".



8.0 Approved Makes & Discounts

Contractor to use following makes with minimum discounts as mentioned;

SR NO	MATERIAL	MAKE
1	K 11 Flex	Parex
2	Lanko 732	Parex

9.0 INSPECTION / APPROVAL

Approval on methodology shall be obtained by the contractor from the Engineer in Charge before carrying out any work at site. In case the work is found to be damaged / unsatisfactory and/or does not conform to the specification given in this contract, the same shall be rejected. The decision of the Engineer in Charge will be final and binding. The rejected material / unacceptable work shall be redone by the Contractor without any extra payment. The rejected material shall be taken out of the site and replaced by approved material.

10.0 FREE ISSUE MATERIAL

- a) The Owner will only free issue the material specifically mentioned as free issue, to the contractor free of cost, based on their requirement to be projected by the contractor atleast 21 days in advance.
- b) This requisition for Owner issue material shall be supported by a detailed statement showing item wise quantities that the Contractor expects to execute during the month, to enable the Engineer to verify the same.



Handwritten signature



- c) The material shall be generally issued in standard sizes and quantities as obtained from the manufacturers / dealers or in the form of fabricated panels.
- d) It shall be responsibility of the contractor to take the delivery of the material as soon as it arrives at the Owner's store/site and arrange for the transportation if any, and unloading of the same at his own cost. It shall be the duty of the contractor to inspect materials supplied to him, at the time of taking delivery and satisfying himself that they are in good condition. No representation regarding the poor quality, damaged condition etc. Of the material shall subsequently be entertained by the Owner. The Owner shall not be liable for delay in supply or non-supply, where such failure or delay is due to reason beyond the control of the Owner. In no case the contractor shall be entitled to claim any compensation on this account.
- e) These materials shall be issued at one specified point by the Owner at the project site and the contractor shall arrange for its transportation / shifting to the location of the work at his own cost. The contractor shall also be fully responsible and accountable for the material issued to him by the Owner from time to time and shall ensure their safe custody as trust properties and shall use the same exclusively for executing the works under the Contract. All such material shall be issued by the Owner against requisition / indent by the Contractor.



f) The contractor shall submit a material consumption/reconciliation statement at the end of each quarter along with his running bills as well as on completion of work/fore-closure of contract due to any reason. The same shall be got approved from engineer after due verification of physical stock at site.

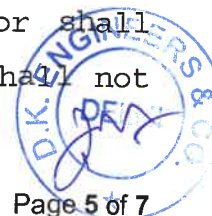
g) Wastage Allowance :-

1. Cement - 2%
2. Sand - 5%

Recovery of the excess consumption shall be made @ 1.5 Times of Material Value.

11.0 INCLUSIONS AND EXCLUSIONS

1. The Contract price is inclusive of all taxes, duties, transportation cost, transit insurance, erection/installation, loading, unloading, all lead and lift to all heights to place of work. However, GST (CGST,IGST,SGST) shall be paid extra as applicable.
2. Water and Electricity shall be supplied by the Owner free of cost at one point at the ground level. The Contractor shall make suitable arrangement without extra price from the Owner.
3. Scaffolding shall be in the scope of the Contractor. All cost of scaffolding including labour and material shall be in scope of the Contractor including all lead and lift at all heights.
4. General Area Lighting (Only Peripheral), Watch & Ward shall be arranged by Owner. However safety and security of the manpower, machines, all equipments etc deployed by the contractor shall be of his own responsibility. The Owner shall not



be liable for or in respect of any damages or compensation payable at law in respect or in consequence of any accident or injury resulting to any workmen or other person in the employment of the contractor or sub-contractor. The contractor shall indemnify and keep indemnified the Owner against all such damages and compensations and against all claims, demands, proceedings, costs, charges and expenses whatsoever in respect thereof or in relation thereto.

5. All statutory requirements, factories act, ESI, Workmen compensation, Third Party Insurance, bonus act, PF & Gratuity Act, Industrial dispute act etc., wherever applicable where contributions/compensations/payments are to be made, the same shall be borne by the contractor either during the term of contract or after.

12.0 TAXES AND DUTIES

12.1 WORKS CONTRACT TAX AND TDS

All the statutory deductions i.e. TDS pertaining to Income Tax will be made by the Owner against payment made to the contractor as per respective prevailing rate. TDS certificate shall be provided by the Owner. Any such withholding of tax by the Owner shall have no effect on the rates and prices for the Works and such rates and prices shall not be liable to increase because of any withholding of tax.

12.3 Add/Delete the following Clause of GCC:

Clause 75.0 of GCC shall be replaced as follows:

1. Not Applicable.

13.0 DELETE

Appendix 'H', 'L' & 'K' of GCC is not applicable for this work.



APPENDIX 'A'
APPENDIX TO THE GENERAL CONDITIONS OF CONTRACT of GCC shall be replaced as follows:

Name of Work	Waterproofing Work of Sunken Area of Tower E of Phase-2 of "The Amaryllis", New Rohtak Road, Delhi
Commencement Date	01-08-2018
Time for Completion	31-12-2018
Amount of Performance Bond (Ref. Clause 15.0 of GCC)	Contract Performance Indemnity Bond @ 10 % of the Contract value as per Clause No 15.0 of GCC shall be submitted within 15 days on Award of Contract. The Indemnity Bond shall be valid upto the defect liability period i.e 15 months after the certified date of completion including 3 months grace period.
Mobilization Advance	NIL
Retention Money (Ref. Clause 16.1 of GCC)	5%
Amount of Third Party Insurance (Ref. Clause 42.0 of GCC)	INR 5 Lacs for any incident subject to a maximum of 1%(one percentage) of the contract price or Rupees 50 Lacs whichever is higher.
Liquidated damages / compensation for delays (Ref. Clause 62.0 of GCC)	0.5% of the Contract Price per week of delay subject to a maximum of 10% of the Contract Price.
Percentage on 'Cost to Contractor' to cover Contractor's overhead & profit for valuation of variations(Ref clause 65.4 (b) of GCC)	10% for variations executed directly by the Contractor using his own material and labour; 7% for variations related to works carried out by Specialist agencies.
FREE ISSUE MATERIAL	Cement & Sand to be provided by Owner Free of Cost.



Bill Of Quantities

Waterproofing Work of basements of Tower E of Phase-2 of " The Amaryliss", New Rohtak Road, Delhi.

ANNEXURE - III

Sr No	DESCRIPTION	UNIT	QUANTITY	RATE	AMOUNT
	NOTE:-				
	All water-proofing works are to be quoted for complete work in all respects as per manufacturer's specifications and recommendations. The item descriptions given below is only a broad description of the works and in no way limits the contractor's responsibility to follow the manufacturer's specifications and recommendations to the full and without charging anything extra to the client. The rate to be quoted for all heights and depths.				
	All the work has to be carried out by the approved specialist agency strictly as per manufacturer instructions as shown at the end of the Notes.				
	Ten (10) years performance guarantee on requisite stamp paper has to be furnished by the main contractor backed-up by the manufacturer strictly as per format given by the Owner.				
	Unless otherwise specified, the rate quoted shall include for the following				
	(a) All material, labour, workmanship and sequence of operation as specified by the specialist agency.				
	(b) Necessary scaffolding to work at all levels.				
	(c) Curing for a minimum period of fourteen (14) days				
	(d) Work at all levels & Heights.				
	Testing of waterproofing by storing of water as directed by the employer for 7 days. In case of failure, or leakages, the contractor to carry out remedial measures as suggested by the Engineer in Charge. In extreme cases, the contractor to re-do the entire waterproofing after breaking the faulty one. No extra payments to be done for rework.				
	Only waterproofed area will be measured & paid. No extra will be paid for forming vata (gola) at the junction of slab and wall/parapet/column.				
1.0	Providing and Applying waterproofing to vertical and horizontal surfaces of toilets/Kitchen/Balcony etc. as per following procedure.	Sqm	245.00	11050.00	2707250.00
	a) Clean the substrate of any protrusion or substances that may damage the membrane. Ensure all surfaces are free from dirt, dust, grease, oil, wax, curing compounds and any other loose contaminating materials. Clean and carry out leveling course wherever required.				
	b) Fill all voids, cracks, edges and Preparing of angle fillets all around the periphery of the wall with Lanko 701 or suitable repair material, so that the prepared surface is sound, even and clean.				
	c) Put Davco K11 Flex Liquid into a clean mixing container. Add the Davco K11 Flex Powder gradually while mixing until a lump free plastic consistency is achieved. NO ADDITION OF WATER IS ALLOWED. As per manufacturer It is recommended that mechanical mixing (400-500 rpm) should be used for 2-3 minutes to ensure proper dispersion of the components. Hand mixing is strictly not allowed.				
	d) Pre-wet the surface with clean water. Do not allow water ponding. surface must be primed with Davco Primer prior to applying Davco K11 Flex. Apply the 1st coat with medium brush or trowel allowing a rough but reasonable quantity of 1 - 1.5 kg/m ² . Embed a fiberglass mesh on the corners and pipe penetrations on 10 x 10 cm basis.				
	e) Before a 2nd coat is applied, the 1st coat must be left for approximately 4-24 hours depending on the thickness, substrate porosity and the temperature until it is dry and tacky. Apply the 2nd coat perpendicular to 1st coat at the rate of 1 - 1.5 kg/m ² to achieve total thickness of 1.5 mm or more in two coat application.				
	f) Apply 20mm thick 1:4 (1 cement : 4 coarse sand) cement mortar mixed with integral water proofing compound conforming to IS-2645.				
	g) After laying of soil and waist pipes etc.				
	h) Drain outlets should be treated with a layer of K11 FLEX from outside and filled with 701 CLAVEX non shrink free flow grout.				
	i) Repeat process (d) and (e) above and around haunching and over pipes and other areas needing application to ensure water tightness/water proofing.				
	TOTAL				2707250.00



Approved

[Signature]

