

THE AMARYLLIS
AT
NEW ROHTAK ROAD, DELHI



CONTRACT DOCUMENTS
(Internal Electrical Works in Tower 1 & 10 of
Phase 1)

OWNER : M/s BASANT PROJECT LIMITED

CONSULTANT : M/s STAR INTERIOR



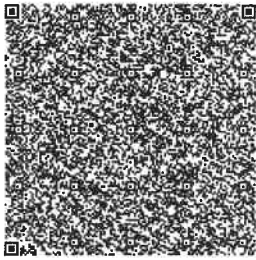
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Government of National Capital Territory of Delhi

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|---------------------------|--|
| Certificate No. | : IN-DL67520455785340Q |
| Certificate Issued Date | : 21-Aug-2018 12:35 PM |
| Account Reference | : IMPACC (IV)/ dl896403/ DELHI/ DL-DLH |
| Unique Doc. Reference | : SUBIN-DL89640339147004881659Q |
| 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/STAR/AMARYLLIS/PH-1/WC-05/2018

Date: 06-09-2018

AGREEMENT

This Agreement is made on the 06th 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.shoilestamp.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 STAR INTERIOR, a Company registered under companies act 1956, having its registered office at A-39, Indra Nagar, Bharatpur, Rajasthan-321001 and Branch Office at A55, Suraj Vihar, Dwarka Nor, New Delhi-78. (Hereafter called 'Contractor') through its authorised signatory Mr. Rohit Singhal.

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 "**Internal Electrical Works in Tower 1 & 10 of Phase-I 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.



A handwritten signature in blue ink, appearing to read 'Rohit Singhal', written over the stamp area.



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 92,86,216.00 (Rs**

Ninety Two Lakhs Eighty Six Thousand Two Hundred and Sixteen Only)



[Handwritten signature]



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 STAR INTERIOR

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 : 31.03.2019

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 9,28,621.00 (Rs Nine Lacs Twenty Eighty Thousand six**



Hundred and Twenty One 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 PAYMENT TERMS

I. Payment shall be made in stages as follows;

- a) 30% of the item rate will be paid on installation of Conduiting.
- b) 20% of the item rate will be paid on installation of DB & MCB.
- c) 20% of the item rate will be paid on installation of Wire & Dressing.
- d) 15% of the item rate will be paid on installation of Lights & Fixtures.
- e) 10% of the item rate will be paid on successfully Testing & Commissioning.
- f) 5% 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.

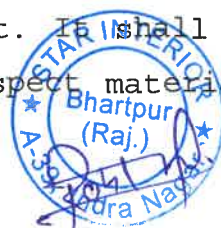


6.0 INSPECTION / APPROVAL

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.

7.0 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.
- 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.

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

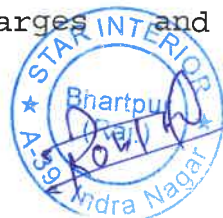


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8.0 INCLUSIONS AND EXCLUSIONS

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. In case of Power cut, power backup shall be arranged by the contractor including its operational cost.
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.

9.0 TAXES AND DUTIES

9.1 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.

9.2 Add/Delete the following Clause of GCC:

Clause 75.0 of GCC shall be replaced as follows:

1. Not Applicable.

10.0 DELETE

Appendix 'H' & '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 | Internal Electrical Works in Tower 1, 10, one Basement & Landscape area of Phase-I of The Amaryllis, New Rohtak Road, Delhi. |
| Commencement Date | 01-08-2018 |
| Time for Completion | 31-03-2019 |
| 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. |



BOQ

Internal Electrical Works for Tower 1 & 10 of Phase - I of " The Amaryllis", New Rohtak Road, New Delhi.

| Sr No | DESCRIPTION | UNIT | QUANTITY | RATE | AMOUNT |
|-------|---|-------|----------|--------|-------------------|
| | NOTE:- | | | | |
| | General: | | | | |
| | The items in general shall also include conduits, connection boxes, controls, wires, connectors, clamps, bolts, and connecting the cables to switchboards and common electric network are included in the unit price. | | | | |
| | Contractor shall submit shop drawings for all electrical works to be approved by the Engineer before executing the work. | | | | |
| | As-built drawings shall be submitted after handing over the work. | | | | |
| | All the electrical works shall be executed according to Standards, drawings, specifications and supervisor engineer instructions. | | | | |
| | Unless otherwise specified, the rate quoted shall include for the following | | | | |
| | (a) All labour, workmanship and sequence of operation as specified by the EIC. | | | | |
| | (b) Necessary scaffolding to work at all levels. | | | | |
| | (d) Work at all levels & Heights. | | | | |
| 1.0 | All Charges for Fixing, Testing & Commissioning of Wall PVC conduit, GI Box, Copper Electric Wiring for Light, Power, data, telephone, CCTV, TV etc. And fixing of Switch Plate and Distribution Box in Flats, Common Area, Staircase, Lift Lobby & Terrace and making good surface complete as per drawings, specification complete to the satisfaction of Engineer in Charge. Note: In no circumstances, any conduit should pass under floor unless specified in drawings or as directed by Engineer in charge. | Sqmtr | 45962.00 | 150.64 | 6923716.00 |
| 2.0 | All Charges for Fixing, Testing & Commissioning of electrical fixtures including fixing of Switch Plate and Distribution Box in Basement and making good surface complete as per drawings, specification to the satisfaction of Engineer in Charge. | | | | |
| 2.1 | Wall PVC conduit, GI Box, Copper Electric Wiring for Light, Power, data, telephone etc | Sqmtr | 23225.57 | 53.82 | 1250000.00 |
| 2.2 | Fire Detection / PA system wiring & installation | Sqmtr | 23225.57 | 21.53 | 500000.00 |
| 2.3 | CCTV wiring & installation | Sqmtr | 23225.57 | 10.76 | 250000.00 |
| 2.4 | Car charging Points | Sqmtr | 23225.57 | 2.69 | 62500.00 |
| 3.0 | All Charges for Fixing, Testing & Commissioning of conduit, GI Box, Copper Electric Wiring / Cabling for Light, Power, Feeder Pliiar, Poles, Car Charging point etc. in Landscape Area complete as per drawings, specification to the satisfaction of Engineer in Charge. | Sqmtr | 5574.14 | 53.82 | 300000.00 |
| | TOTAL | | | | 9286216.00 |



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Approved
as
B/x

