

## AGREEMENT BETWEEN OWNER AND CONTRACTOR

**THIS AGREEMENT** made on the 23<sup>rd</sup> day of March in the year two thousand and Twenty

**BY AND BETWEEN EVERSHINE GRANDEUR CO-OP. HSG. SOC. LTD.,**

**hereinafter called the "Owner":**

AND

**Here in after called the "Contractor": RANGOLI DECOR**

**WITNESS:** that the Owner and Contractor undertake and agree as follows:

The Contractor shall:

- (a) perform all the Work required by the Tender Documents. (See Tender Form for Description) which have been signed in triplicate by both the parties,
- (b) do and fulfil everything indicated by this Agreement, and
- (c) commence the Work by the 25<sup>th</sup> day of March, 2020 and substantially perform and complete the external Civil repairs and Terrace work of this Contract as certified by the CSR Consultant and Associates by the 15<sup>th</sup> day of June 2020.
- (d) Bamboo scaffolding to be kept during monsoons for verifying the dampness during monsoon and rectification of same to be attended from external walls.
- (e) Post monsoon, (**approx September / October 2020**) continue the work of patch repairs or dampness found due to external walls, crack filling and painting works to completion by 31<sup>st</sup> January 2021.
- (f) Plumbing works to be carried as suggested by Society / Consultant. The volume of scope may differ from the Tender document. Decision to be given after erection of scaffolding.
- (g) The "Engineer of CSR Consultant and Associates" is the person designated as such from time to time by the Owner.

## RATES ITEM WISE

- (a) As per the discount offer in the revised rates as overall or item wise Letter dated: 15<sup>th</sup> Feb 2020
- (b) Or as per Annexure B mentioned with this agreement.

## PAYMENT TERMS:

Subject to applicable legislation and, where such legislation does not exist or apply, in accordance with such prescribed regulations or industry practice respecting holdback percentages and in accordance with the provisions of the General Conditions of the Contract, the Owner shall:

1. Make Rs. /- advance payments to the Contractor on account of the Contract Price. The amounts of such payments shall be as certified by CSR Consultant and Associates.
2. Post erection of scaffolding make Rs. /- payment after approval of work by CSR Consultant and Associates.
3. Retention amount of 5% shall be deducted towards the RA bills. And final settlement as per the signed Tender terms shall be made at the final bill stating the same on the invoice. 2.50% shall be released on completion certificate issued by Consultant and balance to be retained for a period of one year from the date of completion.
4. Earnest Money Deposit for Rs. 1,00,000/- (Rs. One Lac) shall be deposited as Security deposit. In case, the cheque date has lapsed, another cheque of current date shall be provided by Contractor at the time of acceptance of contract document.
5. 2.5% retention shall be released only against back to back warranty from OEM and certificate issued by Consultant.
6. Upon Substantial Performance of the work as certified by the CSR Consultant and Associates pay to the contractor any unpaid balance of holdback monies then due.
7. Upon Total Performance of the Work as certified by the CSR Consultant and Associates pay to the contractor any unpaid balance of the Contract Price then due.
8. Penalty for delays shall be invoked at rate of Rs. 5000/- per week delay shall be charged.
9. If the Owner fails to make payments to the Contractor as they become due under the terms of this Contract or in any award by a court, interest at the rate and in the manner specified, shall become due and payable until payment. Such interest shall be calculated and added to any unpaid amounts monthly.

## **COMMUNICATIONS / CORRESPONDENCE:**

All communications in writing between the parties or between them shall be deemed to have been received by the addressee if delivered to the individual or to a member of the firm or to an officer of the Corporation for whom they are intended or if sent by post as follows:

Owner address:       **EVERSHINE GRANDEUR CO-OP. HSG. SOC. LTD.,**  
                                  Behind Inorbit Mall, Mindspace, Malad (West), Mumbai – 400 064.

Contractor address: **RANGOLI DECOR,**  
                                  Address-2

## **ANNEXURE TERMS**

1. Copies of Drawings, Plans, and Specifications will be provided to the Contractor with all the explanations as required to indicate the work to be done. The Contractor will follow these drawings and explanations.
2. All work will be carried and completed on the Owners property and neighbouring areas will not be distracted or used in any manner.
3. The Contractor will provide the materials, supplies, equipment, services and labor necessary for the complete performance of this Contract. Unless otherwise agreed, all materials will be new and of good quality.
4. The Contractor will comply with all applicable Municipal Corp. and PWD rules, State and local laws regarding work, materials and the safety of persons or property. The Owner will not be responsible for any loss or damage to the work or any property of the Contractor. Insurance for the same shall be produced by Contractor before commencement of work.
5. No subletting or sub Contracting of work shall be carried, unless specified by Society or Consultant. In case, if done, Contractor shall be liable for the warranty continuation of these works that are carried, since the supervision will be carried by main Contractor, under their guidance.
6. Lift usage: No Lift shall be used for material movement. However, Labour may use the same, but ensure to keep it clean and clear of any dust accumulations.
7. This is an item rate measurement contract based on priced Bill of Quantities. The item rates shall be valid for the entire duration of the contract and / or extension thereof. Tenderer shall note that the prices and rates inserted in the Bill of Quantities, are to be the full inclusive value of works described under each item including all costs and expenses including Govt. Levies,

royalties, duties, work contract, octroi, etc which may be required in, and for the construction of the works described whether specifically mentioned or not, together with all general risks, liabilities and obligations set for the or implied in the documents on which the tender is based.

8. Defect Liability period: The Contractor shall be responsible to make good and remedy at his / her / their own expenses within such period as may be stipulated by the Consultants any defects which may develop or be noticed before the expiry date of the period from certified date of completion. The defect liability period shall be 12 months from the date of completion certificate issued by the consultants. 2.5% of retention amount shall be released on completion of job. The balance retention amount of 2.5% will be retained for the period of 12 months.
9. Electric power shall be provided by society. Contractor to make arrangement for measurement of power consumption to the satisfaction of Engineer.
10. If at any time during the course of execution of the works, the society is not satisfied with quality and timelines of the work carried out by the contractor, society/ Consultant reserves the right to terminate the contract. At such junctures, Society or Consultant may call upon rates from other contractor and the exceeding difference of rates shall be deducted from the previous contractor's retention/ Security deposit amount.
11. The Contractor shall maintain following registers
  - a. Labour register
  - b. Work Status Register
  - c. Daily Schedule status register
  - d. Material Register
  - e. Measurement Book
  - f. Site Instruction Book
12. *ISI STANDARDS*: In case where no particular specification is given for any item to be operated under the contract, the relevant specification where one exists, of the Indian Standard Institution shall apply. Methods shall be as per IS1200 specifications and standards mentioned.
13. One copy of ID cards of all the deputed Labour shall be submitted to Society, before commencement of work.
14. Material stacking shall be Contractor's responsibility and no onus shall lie on the Society or Committee or any other third party.
15. Terrace waterproofing shall be carried prior to monsoon.
16. No instructions shall be taken by Labourer directly from the windows. Under the situation,

request the owner / resident to place their grievances or suggestions in the complaint book provided in Society office.

17. TDS: The clients shall deduct Income Tax at source as decided by the Govt. of India at the time of making the payments and issue the corresponding certificates to the contractor for the payments made to him from time to time.
18. External and internal painting shall be inclusive of surface preparation, jet washing and crack filling of the same. Only on approval from Consultant for the surface preparation, painting shall be commenced.
19. This Contract can only be changed by an agreement in writing signed by both the Owner and the Contractor. no variations, alterations, deviations, deletions or extra work can be made unless both the Owner and the Contractor specifically agree in writing.
20. On-site supervisor shall be available full time at site.
21. Minimum billing for RA shall be Rs. 7.00 lacs (Rupees Seven Lacs) or above, except for final bill.
22. The Contractor must properly and diligently complete the work provided for in this Contract. Otherwise, the Owner may notify the Contractor in writing that he must begin work within three days or the Owner will complete the work by other means. Any additional cost to complete this work will be charged to the Contractor.
23. Priority to be given for external Civil works where the monsoons may affect or delay the project. This kind of work to be completed before 15<sup>th</sup> June 2020. Full scaffolding shall be carried to avoid delays. Parallel activities like crack filling, plaster check shall be carried simultaneously. All other painting works of external and internal works shall be completed post monsoon.
24. Either the Owner or the Contractor may submit any dispute related to this Contract to arbitration in accordance with the Government of India Arbitration Rules. The decision will be binding upon both the Owner and the Contractor.
25. The Contractor will protect the work, materials, property and adjacent property from damage or loss. The Contractor will also take proper precautions for the safety of the public. The Property will be kept free of waste, rubbish and surplus materials. The Contractor will leave the Property "broom clean" before being entitled to the final payment under this Contract. The Contractor will also pay for, repair or replace any damage or loss caused by the Contractor's failure to perform this Contract.
26. The Owner will pay the Contractor according to the terms of this Contract provided by CSR Consultant and Associates bill certificate. Before each payment, the Contractor will obtain a certificate from CSR Consultant and Associates stating that the work has been done exactly in

accordance with this Contract before releasing of payment.

27. The Contractor will be liable for defective, faulty or improper materials or workmanship. Upon written demand, the Contractor will immediately remedy all defects, faults or omissions and complete all unfinished work. The Contractor's obligations will not be affected by the issuance of the Consultants Certificate.
28. No personal or individual works with any Flat owners or residents, shall be undertaken by the Contractor directly or indirectly without written approval from the Committee and / or Consultant. In case, if found, Contractor will be penalized twice the value of work being carried at such times.
29. All notices under this Contract must be in writing. The notices must be delivered personally or mailed on agreed email id, return receipt requested, to the other party at the address written in this Contract or to that party's attorney.
30. Both the Owner and the Contractor are bound by this Contract. All parties who lawfully succeed to their rights and responsibilities are also bound.
31. The Contractor will comply with all applicable Municipal Corp. and PWD rules, State and local laws regarding work, materials and the safety of persons or property. The Owner will not be responsible for any loss or damage to the work or any property of the Contractor. Insurance for the same (CAR Policy in name of Society) shall be produced by Contractor before commencement of work.
32. The compound floor surface shall be protected with plastic sheet to width of 6 ft away from the perimeter of building while painting, to avoid damages of paint falling on the same.
33. Any damages to the property of the Society or any residing member due to work in progress, shall be borne by Contractor.
34. The Contractor will be liable for defective, faulty or improper materials or workmanship. Upon written demand, the Contractor will immediately remedy all defects, faults or omissions and complete all unfinished work. The Contractor's obligations will not be affected by the issuance of an Consultants Certificate.
35. Internal waterproofing of wet areas inside flats to be carried post approval from Consultant.

The General Conditions of the Contract here to annexed, and all other aforesaid Contract Documents, are all to be read into and form part of this Agreement and the whole shall constitute the Contract between the parties and subject to law and the provisions of the Contract Documents shall ensure to the benefit of and be binding upon the parties hereto, their respective heirs, legal representatives, successors and assigns.

**IN WITNESS WHEREOF** the parties hereto have executed this Agreement under their respective corporate seals and by the hands of their proper officers hereunto duly authorized.

**SIGNED, SEALED AND DELIVERED**

in the presence of:

**OWNER: EVERSHINE GRANDEUR CHSL.**

**CONTRACTOR: RANGOLI DECOR**

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**Signed**

**Secretary -**

\_\_\_\_\_

**Signed**

**Chairman -**

\_\_\_\_\_

**Signed**

**Treasurer -**

\_\_\_\_\_

\_\_\_\_\_

**Signed**

\_\_\_\_\_

**Proprietor Name**

\_\_\_\_\_

**Signed**

**Witnessed**

**Signed**

**CSR Consultant and Associates**

**Principal Consulting Engineer**

**Date:** \_\_\_\_\_

N.B. Where any legal jurisdiction, local practice or client requirement calls for proof of authority to execute this document, proof of such authority in the form of a certified copy of a resolution naming the person or persons in question as authorized to sign the Agreement for and on behalf of the Corporation or Partnership, should be attached.

## **ANNEXURE B**

### **ITEM RATES**

**\*\*\*\*\* End of agreement \*\*\*\*\***