

## TERMS SHEET

Sr. No.	Description	
1	TDS (Income Tax)	TDS on contract value will be deducted as per govt. norms.
2	Taxes & Duties	The Quoted Price is Excluded of all applicable taxes and duties. In the eventuality of any increase / decrease in any applicable taxes, duties, and surcharge or levy of new direct tax to be proposed by the State or Central Government, subsequent to the date of the offer and during the currency of the contract, the same shall be reimbursed / recovered to / from the Contractor extra at actual accordingly
3	Mobilization Advance	30% of advance Amount, And Advance amount has to be covered by undated check/Bank Guarantee. After Bank guarantee received, undated check will be issued.
4	Validity of Rates	All prices shall remain firm / fixed till completion of the Scope of Works, and shall not be entitled for any Price escalation due to any fluctuations in the cost of labor, materials, plant, equipment, tools, fuel charges, services, freight charges or insurances.
5	Retention Money	Deduction @the rate of 5% (Five Percent) of the gross amount of each Interim application of payment i.e., from each RA Bill. Retention money shall be released 100% after 6 Months/completion of Defect Liability period
6	ESIC & PF Registration & Coverage	Included in contractor's scope. HR documents to be submitted along with RA bill.
7	Escalation	Not Applicable.
8	Extra Items	To be executed with prior written approval from Management /HO. The same shall be submitted in form of quotations with detailed rate analysis.
9	Electricity & Water arrangement	To be provided by the Owner free of cost at only one point.
10	Storage space	Responsibility of materials lies with the Contractor till the final handing over. However, space for storage shall be provided by Owner.
11	Transportation (Including any incidental charges, material shifting charges, material shifting from ground to all floor , matadi people management , loading and unloading )	Included in contractor's scope. (No extra cost will be paid. If material hoist is not available then material shifting cost will be in contractor scope).

12	Defects Liability Period (DLP)	6 Months from the date of Virtual Completion and handing over as certified to the complete satisfaction of the Project Manager as well as Client.
13	Bill of Quantities	As per enclosed Annexure A.
14	Earnest Money Deposit	Not applicable.
15	Performance Bank Guarantee	
16	Insurance :a) Third Party Insurance b) Workmen Compensation Policy	Included in Contractor's scope. HR documents to be submitted along with RA bill.
17	Legal	Contractor shall be abide by all Local or Government Authorities' Law / Rule & indemnify the Owner to file Regular Returns with Labour Department & indemnify the Owner against any claim with in Mumbai Region.
18	Payment Terms	As per enclosed Annexure B.
19	Quality	Quality is the prime importance and this shall not be compromised. The Contractor shall adopt best standards of practice during execution. The Contractor must ensure that the highest standards of quality are being achieved. All the material shall be tested in approved laboratories / site and the reports shall be submitted to the PMC/ Developer. Quality check list of every work activity duly signed after the inspection with PMC /Contractor / Developer representative.

**Client Supplied Material:**

- i. The Contractor shall bear all incidental charges for the storage and safe custody of materials as directed by the Engineer-in-Charge, at site after these have been issued to him.
- ii. The materials shall be issued in standard sizes as obtained from the manufacturers.
- iii. It shall be the duty of the Contractor to inspect the materials supplied to him at the time of taking delivery and satisfy himself that they are in good condition. After the materials have been delivered, it shall be the responsibility of the Contractor to keep them in good condition and if the materials are damaged or lost, at any time, they shall be repaired and/or replaced by the Contractor at his own cost, according to the directions of the Engineer-in-Charge.
- iv. A day-to-day account of the materials issued by the Client shall be maintained by the Contractor, indicating the daily receipt, consumption and balance in hand, in a manner prescribed by the Engineer-in-Charge.
- v. Materials supplied by the Client, if any, shall not be used for any other purpose other than that issued for.

**CONSTRUCTION PROGRAMME, SCHEDULES AND PROGRESS REPORTS:**

**Construction Programme:**

- i. Contractor should furnish an overall construction programme.

- ii. The construction programme shall clearly show all the sequential activities of work required to be carried out from the commencement of the Work up to the Virtual Completion.
- iii. The submission to and approval by the Engineer-in-Charge of such programs or the furnishing of such particulars shall not relieve the Contractor of any of his responsibilities, obligations and liabilities under the Contract.

**Daily Site Reports:**

The Contractor shall throughout the contract period, submit daily site reports on an approved / prescribed pro-forma to the Engineer-in-Charge. The reports will include, but not be limited to:

- i. Record of the Site progress.
- ii. Number of employees on the Site and number of men employed on individual trades.
- iii. Plant and machinery at site.
- iv. Notification of accidents, if any.
- v. Events influencing the progress of the Work.
- vi. Material Consumption of the materials supplied by Client.

**CONTRACTOR'S SUBMISSION**

The Contractor shall submit the following within 7 days from the date of the work order

- i. Mobilization Program - Site should be fully mobilized within 2 days from the date of work order.
- ii. Micro Planning
- iii. Labour Histogram & Material Histogram
- iv. Methodology Statement, Quality Assurance Plan, Quality Control Matrix
- v. Safety Manual.
- vi. Labour License, all other statutory permits, license etc.
- vii. List of equipment to be used at site with date of manufacture and latest calibration report.
- viii. First Aid at Site.
- ix. Complete list of PPE and Safety Equipment.

**PROGRESS REVIEW MEETING**

It is mandatory for contractor to attend the weekly progress review meeting at site project office. The day and time will be informed by Engineer-in-Charge in advance of two days. The contractor shall attend the meeting with revised schedule, action & recovery plan. Only the Company / Engineer-in-Charge will attend the meeting, the contractor need to inform in advance in case of not attending the meeting due to specific / valid reason.

**COVERING UP:**

- The Contractor shall give at least 24 hours clear notice in writing to the Engineer-in-Charge before covering up any of the Work in foundations or any other such areas in order that inspection of the Work may be carried out for maintaining proper quality control.
- In the event of the Contractor failing to provide such notice he shall, at his own expense, uncover such Work as required to allow the inspection to be taken and thereafter shall reinstate the Work to the satisfaction of the Engineer-in-Charge.

## **Billing**

- a. The Contractor shall prepare RA bills as directed by the Project Manager (detailed abstract sheet, summary sheet, measurement, purchase bills, and other supporting documents) and submit the same to the Project Manager for checking and issue of interim certificate.
- b. Contractor shall also provide soft copy of the bills prepared on latest version of MS office software.
- c. Within 3 (three) days of the receipt of Contractor's running bill for payment, the Project Manager shall check and point out corrections, if any to be made in the bill. The Contractor shall correct the bill and resubmit the same to the Project Manager.
- d. Within 3 (three) **days** of receipt of the corrected bill from the Contractor, the Project Manager shall check the bill and cause the Architect to certify the bill for payment.
- e. The payment of running bills shall be made by the Developer /Project Manager within 15 days from submission of RA bill.
- f. Contractor shall submit (BBS) and (LBH) (ONLY CONCRETE and STEEL) with detailed calculations. All running bills shall be accompanied with detailed material reconciliation statements for steel, concrete and other materials supplied by the Developer, if any.

## **Final Bill**

- a. The final bill shall be submitted by the Contractor within 15 Days of the date fixed for Virtual Completion of the Work or of the date of the Virtual Completion Certificate furnished by the Project Manager, whichever is later.
- b. The final bill will be checked by the Project Manager within 2 working days from the date the bill is received by the Project Manager (provided the Contractor has complied with all formalities as described in various clauses of this Contract) and thereafter the same would be forwarded to the Architect for verification and certification
- c. The payment of the final bill shall be made to the Contractor by the Developer /Project Manager within 3 days from receipt of the Project Manager's certificate for payment. No further claim shall be made by the Contractor in respect thereof even after submission of the final bill and the same shall be deemed to have been fully waived and absolutely extinguished.
- d. The final billing shall be accompanied by all substantiating documentation as required for running bills with the addition of the following items that shall be supplied by the Contractor:
  - i) All written guarantees / warranties and spares required by the Contract documents.
  - ii) Operation and Maintenance manuals and instructions for equipment and apparatus.
  - iii) One (1) reproducible and two (2) blue prints of all requisite As Built drawings along with the soft copy thereof on latest version of AutoCAD software.

## **Withholding the Payment**

The Engineer-in-Charge may withhold payment or, on account of subsequently discovered evidence, nullify the whole or a part of any payment certificate to such extent as may be necessary to protect the Client / Engineer-in-Charge from loss on account of including but not limited to the following:

- i. Failure of the Contractor to make payments properly and regularly to his own workers, to his Contractors, to his suppliers.
- ii. Damage by the Contractor to the work of other Contractors, Sub-Contractors or Vendors.
- iii. A reasonable doubt that the Contract cannot be completed for the balance unpaid amount.

- iv. A reasonable doubt that the Contractor intends to leave work items incomplete.
- v. Failure of the Contractor to execute the Work in conformity with the Contract Documents.
- vi. Failure of the Contractor to meet or keep-up with the approved Construction Programme.
- vii. Defective work not remedied by the Contractor.
- viii. Failure of the Contractor to comply with and fulfil all contractual obligations and liabilities stipulated in the Contract Documents.

**RECTIFICATION OF IMPROPER WORK NOTICED:**

If it shall appear to the Project Manager during the progress of the Work that any work has been executed with unsound, imperfect or unskillful workmanship or with materials of any inferior description by the Contractor for the execution, the Contractor shall, on demand in writing from the Project Manager specifying the work, complained of, notwithstanding that the same may have been passed and certified, forthwith rectify or remove and reconstruct the work at its own proper charge and cost and in the event of his failing to do so within a period so specified by the Project Manager in his demand aforesaid, the Project Manager may rectify or remove and re-execute the work or remove and replace with others, the materials or articles complained of as the case may be at the risk and expense in all respects of the Contractor, and deduct the expenses from the Contract Consideration or any sums that may be due at any time thereafter may become due to the Contractor or from his performance bond.

**TIME FOR COMPLETION:**

**1. Time: "The Essence of the Contract":**

- i. The time allowed for carrying out the Work as entered in the Contract shall be strictly observed by the Contractor and shall be deemed to be of the essence of the Contract.
- ii. The Contractor shall comply with the time schedule as approved by the Engineer-in-Charge. In the event of the Contractor failing to comply with the overall and individual milestones contained in the time schedules, he shall be liable to pay liquidated damages as provided for in this Contract.
- iii. Time for completion shall be 50 Days ( 2 days for Mobilization + 48days for Completion of Work ) from date of commencement of work after receiving confirmation on the Mail

**2. Causes of Delay for Which Claims for Extension of Time may be Considered:**

The Contractor shall be entitled to claim for extension of time, subject to the Conditions herein, should he be delayed or impeded in the execution of the Work by reason of the following:

- i. Force Majeure.
- ii. Delay in the receipt of construction approvals from statutory bodies.
- iii. Delay in the receipt of construction status drawings from the Architect provided that, in the opinion of the Engineer-in-Charge, the Contractor has made every effort to minimise the effect of such delays.
- iv. Any change orders directed by the Engineer-in-Charge, which in the opinion of the Engineer-in-Charge entail the requirement of additional time for completion of the work.

**PENALTY OR OTHER COMPENSATION FOR DELAYS:**

The Contractor shall be entitled to penalty for any loss suffered by him on account of delays in commencing or in executing or in completing the Work, whatever might be the cause of the delay if such delay is on account of the Contractor.

### **LIQUIDATED DAMAGES:**

The Contractor should study the enclosed milestones prepared by the Project Manager/Architect and adhere to the milestones. If the milestones are not achieved by the Contractor, then the Contractor shall pay the Developer **1% (one percent)** of the balance Contract consideration per week of delay, limited to **Five percent (5%)** of the balance Contract consideration (inclusive of amounts, increases or decreases, in respect of change orders), by way of liquidated damages for each week that the milestones work is incomplete in any way whatsoever after the date assigned for completion of the milestone work. However, release of interim Liquidated Damages can be considered in case the very next Milestone is achieved on time. Extension of time for any milestone if allowed has to be obtained in writing from the Project Manager well in advance of completion dates.

### **PENALTY/FINE:**

- a. If the Project Manager notifies the Contractor of non-compliance with safety codes and the labour laws etc. Contractor shall immediately if so directed or in any event not more than 10 hours after receipt of such notice, make all reasonable effort to correct such non-compliance and to ensure that there is no reoccurrence of such non-compliance.
- b. If the Contractor fails to do so, the Project Manager shall levy fine of Rs.500 per head per day for not complying with safety codes and labour laws etc.
- c. If Contractor fails to complete the project within 50 Days / Scheduled Time then he shall levy Fine

### **RETENTION MONEY**

Retention Money, at the rate of 5% (Five Percent) shall be deducted from each RA Bill up to a maximum of 5% of the Contract Value. The Retention money shall not bear any interest. The retention money shall be released 100% after completion of DLP.

### **QUANTITY VARIATION**

Quantities indicated in BOQ are estimated quantities and Contractor shall be paid for actual executed quantities certified by Project Manager.

### **PRICE ESCALATION**

The rates shall remain firm till completion of scope of work and no escalation shall be payable under any circumstances.

### **RECONCILIATION**

Contractor has to submit reconciliation statement for all the Company/Owner supplied materials along with milestone/interim invoice / monthly basis whichever is earlier with all supporting documents as required by company. If the wastage of Company supplied materials more than the permissible wastage, the same shall be recovered from the Contractor.

#### **EXTRA ITEMS / ADDITIONAL / ALTERED WORKS**

If the rates for the additional, varied, altered or substituted work are not specifically mentioned in the Contract for the work, same will be derived from the rates for similar class of work as specified in the Contract for the work. To be executed with prior written approval from Management /HO. The same shall be submitted in form of quotations with detailed rate analysis including Material and labour rate plus 15% as overhead and profit.

#### **DEFECT LIABILITY PERIOD (DLP)**

The Defect(s) Liability Period of 6 Months for Civil after Virtual Completion and any period extended as a result of rectification of the Work / change orders, between the Virtual Completion and the Final Completion of the Work.

#### **Maintenance by Contractor During Defect(s) Liability Period:**

All defective items of work and defects noticed and brought to the attention of the Contractor during the Defect(s) Liability Period shall be promptly and expeditiously attended to and replaced and/or rectified and made good by the Contractor at his own cost, to the complete satisfaction of the Client and Engineer-in-Charge.

#### **Replacement and/or Rectification and Making Good by Contractors of All Defective Materials, Equipment and/or Workmanship during Defect(s) Liability Period:**

- i.** The Contractor shall replace and/or rectify and make good, at his own cost, and to the satisfaction of the Client and Engineer-in-Charge, all defective items of work and defects arising, in the opinion of the Engineer-in-Charge, from workmanship not performing or being in accordance with the Drawings or the instructions of the Engineer-in-Charge.
- ii.** Any item, material or matter repaired or replaced shall receive a new Defect(s) Liability Period of like duration beginning upon the date the repaired or replaced item.
- iii.** The Contractor shall be also liable for all costs associated with damages and/or losses which are a consequence of such defective items of work and defects, and such costs shall be recouped by Engineer-in-Charge from the Contractor and shall be recovered from the Retention Money held and/or from the Contractor's final bill (if the final bill has not been certified and paid for at the time), or the same would otherwise be recovered from the Contractor.
- iv.** Should the Retention Money held (and the amount in respect of the final bill if it has not been certified and paid for at the time) be insufficient to meet such costs, damages, losses and expenses, as determined by the Engineer-in-Charge, then the Contractor shall be legally bound to pay the balance amount due under the claim to the Client / Engineer-in-Charge within one month of receiving notification to that effect from the Engineer-in-Charge.
- v.** All the material whether Client supplied or not shall be supplied by the Contractor at his own cost for undertaking any correction / rectification / replacement of defective / damaged or uncorrected works.
- vi.** On failure of the Contractor to rectify, correct or replace the defective works or on undue delay on part of the Contractor for the same, the Engineer-in-Charge shall be at liberty to undertake the correction works by itself or through any Vendor at the Contractor's cost. All

such costs including any incidentals thereof incurred by the Engineer-in-Charge shall be recovered from the Contractor's payments or from any amounts due to the Contractor.

On removal of all the defects, handing over to the Engineer-in-Charge and successful completion of the Defect(s) Liability Period by the Contractor, the Engineer-in-Charge shall issue the Final Completion Certificate to the Contractor and the Defect(s) Liability Period shall deem to be complete.

**FINAL COMPLETION OF THE WORK:**

The Work shall be considered as finally complete at the end of the Defect(s) Liability Period subject to the Contractor having replaced and/or rectified and made good all the defective items of work and defects and hand over the floors in accordance with clause above, to the satisfaction of the Engineer-in-Charge, and that the Contractor has performed all his obligations and fulfilled all his liabilities under the Contract, and when the Engineer-in-Charge and Architect has certified in writing that the Work are finally complete.