

## **Terms & Conditions of Contract:**

1. **Name of Work** : **Balance Civil & Plumbing including Repairing works at Staff Accommodation Room, Motel, Public Toilet and Septic Tank at Facility KM 100+000 RHS, 107+000 LHS & 151+000 RHS along Yamuna Expressway.**
2. **Date of Commencement** : 5th day of issue of Work order
3. **Period of Completion** : **6 months.**
4. **Bill of Quantities (BOQ)** : As per Annexure 'A' enclosed. The rates as quoted by the Contractor in this BOQ shall be inclusive of all labour, material, machinery, tools and tackles required to complete the respective items, including all leads and lifts unless otherwise specified and shall remain fixed during the currency of this Work Order or its extension.  
The quantities given in BOQ are estimated and provisional which may vary as per the site conditions / directions of the Engineer-in-charge. However, the payment will be made for the actual measured quantities of the completed items as per BOQ. The Client (JAYPEE INFRATECH LIMITED) reserves the right to add/ delete/ alter/ modify/ withdraw any items or part of the item or to reduce or increase any quantity or area to any extent without any limitations. The Contractor shall have no objection to the same. The Contractor shall execute the work/ items/ area/ quantity as per actual and final requirement of the work as per instructions of the Client. The Contractor will be bound to execute these items as per contract rates. The Client will not entertain any claims or damages or part of the profit (which the Contractor might not make due to change in the quantities). No extra claim is entitled on this account.
5. **Scope of Work** : As per description of items of Work given in BOQ,
6. **Specification of Work** : The Work shall be carried out strictly as per contract item specifications, latest CPWD specifications, IS codes, standard engineering practices, drawings and directions of the Engineer-in-charge (EIC).
7. **Value of Work** : **Rs. \_\_\_\_\_/-(Rupees \_\_\_\_\_ Only)**
8. **Taxes** : Except CGST/SGST/IGST, all other taxes, duties levies, **labour cess**, royalties or any other statutory obligation shall be deemed **to be included** in the quoted rates of the contractor. No claim on this account will be entertained or allowed at any stage subsequently.

CGST/SGST/IGST, if applicable, shall be paid extra as per prevailing norms and certification by EIC. Contractor shall pay Labour Cess @ 1% of the Contract Value directly to the concerned Department and documentary evidence for the same shall be submitted to us along with corresponding RA bills and final bill.

Taxes shall be deducted as applicable at sources in accordance with the statutory requirement from all payments including advances.

It is mandatory for the contractor to get himself registered with concerned Authorities and pay all taxes as applicable.

Further, it is also mandatory for the Contractors to submit their Tax invoice in the Printed letter head of their firm. The letter head must contain PAN number, GST number printed on it. The name and address of the Client should be clearly mentioned as: Jaypee Infratech Limited, Sector 128, Noida (UP)

**9. Obligations of Contractor:**

The Contractor shall ensure that:

- a) The Contractor shall arrange all materials, labour, equipments, tools & tackles machinery, etc required for execution of the Work at its own cost.
- b) The Contractor shall comply with all labour / industrial laws /ESIC /PF and other applicable laws, rules, regulations, orders and also direction / instruction given by the concerned statutory authorities and indemnify the Client against any /all losses /expenses incurred on observance at the statutory laws / regulation.
- c) The Contractor shall ensure to pay minimum wages to the labour as fixed by UP Govt. by the stipulated date, from time to time.
- d) Contractor shall comply with the Contractor Labour (Regulation & Abolition) Act, 1970 and the Rules, 1971 framed therein in regard to all matters provide therein and shall comply with the provisions of various Labour Laws and Acts such as Payments of Wages Act, 1963, minimum wages Act, 1947, Personnel injuries (Compensation Insurance) Act, 1963, Labour cess Act, 1996 etc.
- e) Payment against wages, labour benefits, whatsoever as provided in labour laws & other laws of State, other incidental expenses for the welfare of labour etc. shall be sole liability of the Contractor. If the Client has to make such payment as stipulated above on behalf of the Contractor, the same shall be deducted from the bills of the Contractor or security deposit, available with the Client.
- f) In case of any accident to any workmen in the course of performance of work because of any reason, any compensation, if payable, shall be paid by the Contractor at its own cost. No claim of the Contractor shall be entertained on this account;
- g) The Contractor shall be responsible and liable for providing general site security and taking safely measures within the Work area including its Camp and office area by arranging necessary fencing, barriers lighting, guard, watchman etc. to the satisfaction of the Client.

- h) The Contractor shall obtain approval of Engineer- In-charge before starting the work.
- i) The Contractor shall indemnify Employer of any liabilities arising out of any EHS (Environmental, Health & Safety) related incidents.

**10. Obligations of the Client:**

- a) The Client shall provide to the Contractor the access to the Work site.
- b) The Client shall make the payment to the Contractor for the satisfactory execution of Work as per BOQ in accordance with the terms and conditions of this Work Order.

**11. Payment:**

**Mobilization Advance:**

You shall be paid 10% as Mobilization Advance against equivalent amount of Bank Guarantee from a nationalized / scheduled bank of India which shall be recovered from each Bill starting from 1st RA Bill onwards on pro-rata basis and shall be fully recovered before 80% of the works are completed. Bank Guarantee shall be made for a period of 3 months more than the completion period, as per the format given by the Client and shall be released after recovery of this amount.

- a) **Payment of RA Bills** shall be made in accordance with the items rate specified in the BOQ. The Contractor shall submit Monthly Tax invoice along with all supporting documents and with all necessary attachments and information as prescribed by the EIC, as per the formats provided by the Client. The monthly tax invoice shall be based on joint measurement of work done at site. After certification of the bill by "EIC", The Client shall pay the Contractor amount payable within 30 working days from the date of submission of bill after due checking of the same. However any procedural delay in payment beyond 30 working days shall not entitle the Contractor to pay interest on delayed payment of the due amount.
- b) No escalation or whatsoever shall be payable over and above rates given in the Schedule;
- c) CGST/SGST/IGST as applicable shall be reimbursed on submission of challans showing the amount actually paid under statutory laws. The Contractor shall get the amount, to be deposited as CGST /SGST/IGST vetted by the client. All such interim payments to the Contractor shall be treated as provisional payment and shall be subject to final adjustment in the payment of the Final Bill after completion of the work.
- d) No payment shall be made for defective/ incomplete work;
- e) The payment of the Work shall be made by Client to the Contractor for the actual quantities of work done at the rates as per the BOQ.
- f) Deduction from the Contractor's bill shall be made on account of TDS (Income Tax) as per the applicable statutory laws, and account of any other dues recoverable from the Contractor.
- g) The Client may withhold or deduct from the payment of any amount otherwise payable to the Contractor under this Work Order and pay on the Contractor's behalf such taxes and other sums, if any as the Client may be required to withhold or deduct as provided under applicable laws.
- h) All interim payments to Contractor shall be treated as provisional payment and shall be subject to final adjustment in the payment of the final Bill after completion of the work.

## **12. Retention Money**

Retention Money shall be deducted from the Contractor's Tax invoice @ 5% of the value work paid in every tax invoices. The Retention Money shall be refunded to the Contractor after satisfactory completion of the Defect Liability Period or payment of the Final bill whichever is later.

Earnest Money deposited along with tender shall be retained as a part of above Retention Money.

## **13. Final Bill**

The Contractor shall submit to the Client a detailed account (The final Bill) of total amount that the Contractor considers payable under the Contract/Work Order after completion of work and removal of all defects, to satisfaction of the Client. The Contractor shall also submit the reconciliation statement of FOC material in any, and No dues certificate in the prescribed format along with the final Bill.

The final bill shall be submitted by the Contractor within 15 (Fifteen) days from the date of completion of work as certified by the site –in-charge. If Contractor fails to submit the final bill within 15 days from date of completion of work, the Client has liberty to measures & settle the final bill at his own & Contractor is bound to accept the same.

## **14. Defect Liability Period**

The defect Liability Period shall mean a period of 12 (Twelve) months, reckoned from the certified date of completion of Work/Final Bill after taking over of the works by the Client / EIL.

The Contractor shall be responsible for making good as soon as practicable any defect in or damage to any section or part of the Work which may appear or occur during the Defect Liability Period.

On noticing the defect/damage, the Client shall forthwith inform the Contractor the nature of the defect/damage. The Contractor, at his own cost and risk, shall repair, rectify and replace such defect /damage to the satisfaction of the Client at his own cost and risk within reasonable time, but before the expiry of the Defect Liability Period.

In case of default, the Client may employ any other person to rectify or make good such defect. All expenses consequent thereon or incidental thereto shall be borne by the Contractor, and shall be recoverable from him by the Employer and shall be deducted from any money due or may become due to the Contractor.

## **15. Escalation**

No claim on account of any escalation on whatsoever ground shall be entertained at any stage of works. All rates as per Bill of Quantities (BOQ) quoted by contractor shall be firm and fixed for entire contract period as well as extended period for completion of the works. No escalation shall be applicable on this contract.

## **16. Insurance**

The Contractor shall take all necessary insurances & ESI for the period up to the completion of Work to cover all plants, machineries, equipment, manpower & third party damages for property and men required and engaged for the satisfactory performance of the Work.

#### **17. Indemnity**

- a) The Client and its Directors, officers & employees shall be indemnified and held harmless by the Contractor for and against any and all liabilities (including the secured advance made to the Contractor), losses, damages, claims, costs and expenses, interest and penalties (Including, without limitation, Attorney's Fees and expenses) suffered or incurred by the Client arising out of or resulting from the breach of any representation, warranty, covenant or obligation made by the Contractor in this Work Order; and
- b) The provision of the Clause 17 (a) shall survive the termination of this Work Order.

#### **18. Time Extension**

If the Contractor is unable to complete the Work within the stipulated period owing to some valid reasons acceptable to the Client, the Period of Completion may be extended suitable on specific written request of the Contractor. However, the Contractor shall intimate to the Client within 7 (seven) days the reason for any time lost on its occurrence. No compensation or claims whatsoever, shall be payable to the Contractor on this account.

#### **19. Termination**

This Work Order can be terminated by the Client, if the Contractor fails to fulfil its obligations contained in this Work Order without any liability to the Client. On termination, the Contractor shall only be entitled for the Payment accordance with the provisions of this Work Orders.

#### **20. Dispute Resolution**

Save where expressly stated to the contrary in this Work Order any dispute, difference, or controversy of whatsoever nature howsoever arising under, out of or in relation to this Work Order, between the Client and the Contractor and so notified in writing by either party to the other (the "**Dispute**") in the first instance shall be attempted to be resolved amicably, failing which, the Dispute shall be referred to the Director of Jaypee Infratech Limited (JIL) for decision. The decision of the Director of JIL shall be conclusive, final and binding upon the Contractor. However, the execution of the Work shall not be affected due to any such dispute.

#### **21. Governing Laws and Jurisdiction**

This Work Order shall be construed and interpreted in accordance with and governed by the laws of India. The local Courts of Gautam Budh Nagar (UP) & Hon'ble High Court of Judicature at Allahabad shall have exclusive Jurisdiction over all matters arising out of and relating to this Work Order.

#### **22. Ownership Rights**

After the completion of Work, the structure/building constructed with regard to the Work shall be handed over by the Contractor to the Client without any right to own or use it.

#### **23. Site Clearance**

On completion of Work, the Contractor shall remove from the Work site remaining materials, construction equipments, machinery, rubbish etc. and make it clean, level & dressed properly to the satisfaction of the Client.

#### **24. Extra Items:**

The Client shall have power to make any alteration, omission, addition and substitution in the original specifications, drawing, design and instructions that may appear to be necessary to them during the progress of the work, and the Contractor shall carry out the work in accordance with the instructions which may be given to them in writing signed by the Employer, and such alteration, omission, addition or substitution shall not invalidate the contract and any altered, added, modified or substituted work which the Contractor may be

directed to do in manner above specified as part of the work shall be carried out by the Contractor on the same conditions in all respects on which he agreed to do the main work.

- The rates for such additional, altered or substituted work done under this clause shall be worked out in accordance with the following provisions in their respective order
- If the rates for added, altered, modified or substituted work are specified in the contract for the work, the Contractor is bound to carry out added, altered, modified or substituted work at the same rates as are specified in the contract for the work.
- If the rates for added, altered, modified or substituted work are not specifically provided in the contract for the work, the rates will be derived from the rates for a similar class of work as are specified in the contract for the work.
- If the rates for added, altered, modified or substituted work include any work for which no rate is specified in the contract and cannot be derived from the similar class of work in the contract then for such work, Contractor shall be paid on the basis of actual labour cost plus actual value of materials excluding cost of materials being supplied by the Client to be incorporated in this work plus 15% (Fifteen percent) of the aggregate of labour and material costs worked out as above to cover Contractor's profit, supervision, overheads, establishment, tools, plant, machinery sundries and contingencies, water & Electricity. GST shall be extra as applicable. Client's decision regarding actual labour cost and actual material cost shall be final and binding on Contractor. The Contractor has to submit the bill of material procured duly certified by the Engineer-In-charge for finalization of rates.

## **25. Quality Control**

- a) All tests will be done as per relevant IS Code / standard specification.
- b) All expenses of Quality Control will be paid by Contractor.

## **26. ORDER OF PRECEDENCE OF DOCUMENTS**

In case of difference, contradiction, discrepancy, with regard to conditions of contract, Specifications, Drawings, Bill of quantities etc. forming part of the contract, the following shall prevail in order of precedence.

- i) Letter of Award, along with statement of agreed variations and its enclosures, if any.
- ii) Description of Bill of Quantity / Schedule of Quantities.
- iii) Technical specifications (General, Additional and Technical Specification) as given in Tender documents.
- iv) Drawings
- v) CPWD/ MORTH specifications updated with correction slips issued up to last date of receipt of tenders.
- vi) Relevant B.I.S. Codes

## **27. Liquidated Damage:**

The liquidated damages shall be levied @ 1% (one percent) of the Value of Work for each week of delay subject to a maximum of 10% (ten percent) of the Value of Work.

## **28. Assigning/ Subletting**

The Contractor shall not assign/ sublet any rights / whole/ part of work to anyone without the prior written consent of the client.