

WO NO: GOODWILL VERVE "B- BUILDING" / FIRE FIGHTING WORK -02

### AGREEMENT

## FOR SUPPLYING AND INSTALLATION OF FIRE FIGHTING SYSTEM AT

THIS AGREEMENT IS MADE AND EXECUTED AT PUNE ON THIS 12<sup>TH</sup> FEBRUARY 2024.

Contractor's signature

Developer's Signature

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### **AGREEMENT BETWEEN**

### THE PARTY OF FIRST PART

**M/s. CHOICE LIFESTYLE THROUGH** its one of the partner **MR. AMIT ASHOK AGRAWAL** Occupation: Business, residing at - Pune, hereinafter referred to as **"THE DEVELOPER**" (which expression shall unless it be repugnant to the context or meaning thereof be deemed to means and includes the firm, partners, respective heirs, executors and administrators)

### THE PARTY OF SECOND PART

To, <u>SUMEET FIRE ENGINEERS PVT LTD.</u> Mr. Address: 405 Narang Corner, Behind Kothrud Bus Stand, Kothrud, Pune- 411038 Mobile No.: 8378982178 PAN No.: AAJFC7120L GST No.: 27AAJFC7120L1ZB Email ID: sumeet.fireps@gmail.com

Here in after referred to as **"Contractor"** (which expression shall unless repugnant to the context or contrary to the meaning therefore mean and include its representatives, administrators, executors, assignees etc.)

WHERE AS Party of the first part is the developer and intend to start the Fire Fighting Work for the site situated at "GOODWILL VERVE B- BUILDING", S.No.35/36, Opposite Venkatesh Graffiti, Manjari Road, Keshavnagar, Pune-411036

And WHERE AS Developer is desirous to get the said work executed through contractor having all the infrastructure and skill to complete the Fire Fighting Work as per the Developer instructions.

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And **WHERE AS** contractor have approached the Developer and shown his desire and willingness to execute the said work for which the Developer has given consent.

and WHERE AS it has been agreed by the Developer and contractor that the contractor will do work on "GOODWILL VERVE B- BUILDING", S.No.35/36, Opposite Venkatesh Graffiti, Manjari Road, Keshavnagar, Pune-411036

, on the following terms and conditions.

And **WHERE AS** both the parties have decided to reduce their terms into writing, which are as under:

### A. GENERAL CONDITIONS OF CONTRACT

- 1. Contractor shall execute the work in strict consultation with the principals' and in condition with other agencies appointed by the principal
- 2. Contractor shall have to appoint and authorize a supervisor/senior site in-charge/senior project manager along with its Project team, who shall be available always at site till the completion of the contract. The Contractor shall be responsible for supervising the works by employing competent and experienced engineers and support teams to inspect the work and check the quality of work in accordance with the drawings, specifications and instructions.
- 3. Contractor shall have to make his own arrangements for all approaches to the site required for transporting his men, material and machine to site. No claim shall be entertained on account of making approaches.
- 4. Contractor shall be responsible for all risk to the works to be performed under its obligation under the Contract and for trespassers, and shall make good at his own cost all losses and damages whether to the works, themselves, or to any other property of the company or the lives, persons or property of other forms, whatsoever cause, in connection with the works, although all responsible and proper precautions may have

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been taken by the contractor, and in case Principal is called upon to make good any such costs, loss or damages or to pay compensation to any person(s) sustaining damages by reason of any act, or any negligence or omission on the part of the Contractor, the amount of any costs or charge (including costs and charges towards legal proceedings) which the principal may incur in reference thereto, shall be charged to the contractor.

- 5. Contractor shall maintain in perfect condition all works executed till the completion of the entire work allotted to him. Where phased handing-over of completed portion of the work is required, the provisions mentioned here in will apply to each phase.
- 6. Water & Electricity required for waterproofing activities and other uses will be arranged by Principal at one point. It shall be the responsibility of the contractor to- make further arrangements for tapping & distributions at his own cost.
- Contractor will be responsible for his improper work. If case of rework done because of improper quality, material and labour cost required for rework is in the scope of contractor.
- 8. Contractor must see the site of surrounding locality, local traffic rules, approaches etc., No claim shall be entertained on account of any site conditions.
- If contractor's company is JV/PARTNERSHIP/ALIANCE signature of one partner will be binding to all other partners.
- 10. Contractor will be responsible for Third party inspection appointed by Principal and Non-Conformity (NC) shall be cleared by Contractor before submission of next RA Bill if not cleared within given time the Developer shall employ an additional Contractor/ Labour and recover the cost from Contractors subsequent payment.
- 11. Contractor's authorized person or Contractor shall be present on site for weekly review meeting other than site team or as per Site in-charge instruction.

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### B. <u>SCOPE OF WORK</u>

- Providing labour, machineries, equipments tools and tackles etc., for Fire Fighting system work (Hydrant, sprinkler and courtyard line) at GOODWILL VERVE "B-BUILDING" as per the drawings, Specification, Procedure provided by the Developer, including designing, installation, testing and commissioning work including lifting and shifting of material within the site at required level and location. Contractor should execute the work as per the instruction of Engineer-In-charge.
- 2. The Contractor shall carry out and complete the said work in every respect in conformity with the current rules and regulations of the Pune Municipal Corporation Fire Fighting Department, Bureau of Indian Standards and as per consultant's design and with the directions of and to the satisfaction of the Developer.
- The Contractor shall do the marking of all routes for the fire mains, risers, in firefighting shafts, branch pipes and layouts and getting them approved by the Engineer-In-charge.
- The Contractor shall confirm they are not fouling with other services such as Electrical cable trays routes, plumbing pipe layouts and especially drain pipe layouts.
- 5. The Contractor shall do the marking of hanger points/ bracket points.
- 6. The Contractor shall get the hanger points or bracket points fixed in position with required drilling and fixing with required hardware / tittings. The contractor shall take the precaution to do not drill in tendon band markings.
- 7. The cross-section size of hanger or brackets shall be standard and developer approved specifications.
- 8. The Contractor shall locate all the pipes in position and get the final approval from the Engineer-In-Charge before going ahead with connecting all the fittings.
- 9. The Contractor shall use approved material for connecting all joints with groove joining fittings and making holes to be done only with the hole saw cutter.
- The Contractor will submit the Calibration certificate of each and every equipment's, machineries which is going to use on site to carry out firefighting work such as pressure testing gauge, hole saw cutter etc.





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- 11. The Contractor shall do the testing work after connection of all pipes for two times with hydraulic pressure test as per IS Standard and to be retained for 24 hours.
- 12. The Contractor shall do the one coat of primer and first coat of enamel painting work (Colour code as per standard). The final coat of enamel paint is in the scope of principal and will be done after pressure testing work completes or as per Engineer-In-Charge instructions.
- 13. The Contractor shall do the Installation of pumps, landing valves, sprinkler pipe lines as per drawing, specifications and Engineer-In-Charge instructions.
- 14. The Contractor shall do the checking of entire installation for standing pressure leaks, if found any correction/ repairing and also will do the re-pressure testing work are in the scope of Contractor.
- 15. The Contractor shall do the checking of electrical installation for adequate insulation resistance.
- 16. The Contractor shall do the checking of the sequence of operation of fire pumps by creating artificial conditions in drop in pressure for:
  - Starting Jockey Pumps
  - Starting Main Fire Pumps
  - Staring of Diesel Driven Pumps

Note: Wherever there is a pressure drop of @ 85% on the system, due to operation of any of the landing valve or due to gland leakage's First jockey pump will start to take care of any minor leakage on the system. It will automatically stop if the pressure is built up to the standing set pressure on the system. In case system pressure drops down below @ 70% of the standing pressure then Main fire pump will start and will continue to run till it is manually switched off. In case the main fire pump is unable to start then the diesel driven engine will start with pre-set time lag timer.

17. The control panel installation, testing and commissioning work is in the scope of Contractor. The contractor will check the panel installation work to ensure all work has

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been completed in proper manner and system is working smoothly will be certified by the contractor.

- The Contractor shall get the entire firefighting system installation work approved from Fire Authorities.
- 19. Contractor shall remove at his own cost if any work/s has to remove by the contractor which in opinion of the Engineer-In-Charge or consultant is not in accordance with the specifications.
- 20. The Contractor shall observe all procedures laid by Developer/ Consultant/ Architect to maintain accuracy in the work, controlling the quality of work at all stages.
- 21. The Contractor shall fill and sign all checklists given by Developer/Consultant and report shall be submitted.
- 22. The Contractor shall at all-time maintain the site clean to the entire satisfaction of the Engineer-In-Charge. All material shall be stored in a proper manner.
- 23. The water & Electricity required for construction activities and other uses will be arranged by Developer at one point.
- 24. The material lifting and shifting from the central stores or from storage location to individual work location is in contractor's scope.
- 25. The all-firefighting system material lifting equipment's and all required machinery, tools & tackles etc., required to complete the work is in the scope of Contractor. The contractor can use the common material lift for material lifting and shifting and if contractor require additional equipment's for lifting and shifting of material then it will be in the scope of Contractor.
- 26. Contractor shall return back all Catalogues, instruction manuals & warranty certificate available in the packing while submitting the project handover documents.
- 27. Contractor will provide the training to the Engineer-In-Charge or person appointed by the Developer before handing over the system.
- 28. Contractor shall provide shop drawings before execution of work for approval and submit as build drawings and handing over documents after completion of the work.
- 29. Contractor should take all safety precaution, labour insurance & other statuary compliances for their own staff.

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30. Skill labor must be deployed for working.

### C. SAFETY AND GENRAL RESPONSIBILITIES

- 1.1 Contractor's personnel deputed for the Work shall comply with all rules & regulations including the safety procedures prevailing at Site/ Office and shall be medically fit to perform the Work.
- 1.2 The Owner shall not be liable to the Contractor for any claim for loss or profits or any other consequential or indirect damages that may be suffered by the Contractor during the execution of the work.
- 1.3 Contractor shall at all-time keep the Builder fully indemnified against any consequences arising out of Work Contractor's own or on account of Contractor's default or negligence.
- 1.4 The contractor shall take all safety measures on site such as safety helmets, safety belts etc. In case of any mishap on site the contractor and only the contractor will be responsible for any consequences arising for such a situation. The contractor will not have any claim for the same.
- 1.5 No child labour will be permitted to work on site. If anyone is found the Owner has the authority to stop the work immediately. During any governmental inspection if the same is identified, the contractor will be completely responsible for the consequences.
- 1.6 General and Statutory Obligations:
  - All statutory obligations, permits, licenses etc. in respect of the Work shall be done by the Contractor.
  - Insurances for the Contractor's personnel and Equipment as applicable and in accordance with project requirements shall be arranged by the Contractor at his own cost and will submit a photocopy of all licenses and permits to the Builders office before starting work.

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### D. TERMS OF PAYMENT

- 1. The Contractor shall submit running bills after completion of Fire Fighting Sprinkler system work in approved format for works executed as per BOQ items along with the required measurement sheets, joint measurement records, checklists and other details as directed by Engineer In-Charge. The running bills shall be submitted on a closed item basis for assessed quantities of work done. After verification of the running bill and all other required documents submitted by the contractor and approved by Engineer In-Charge, an interim certificate of 100% will be issued for payment with documents attached by Engineer In-Charge as below:
- 2. 2% (Two Percent) from each running bill shall be deducted as retention amount. The retention amount will be released 1 year after 100 % virtual completion certificate given by the Architect and entire satisfaction of Architect, Principal, and Consultant. It shall be the sole discretion of the principal to decide on the percentage of retention amount and be released based on factors like speed of work, quality of work, cleaning, behavior, personal attendance, quality of supervision, levels of skill and expertise of Labor and other related factors.
- 3. Retention shall be paid only on 100% completion of work and subject to the terms and outlines appearing in this agreement. In case of part completion on account of termination or Contractor not completing his work, retention amount shall be forfeited. Retention money shall be withheld if work is not completed in the time, Quality, Rectifications, and Cleaning and has been clearly and specifically understood by the Contractor.
- 4. Developer has a right to retain the amount if Contractor does not do Cleaning, Quality, etc.
- 5. All the works executed under the instructions, acceptance and certified by the Engineer in charge, based on the rates, terms and conditions of the contract.
- 6. Recovery of advance payments if any, retention money and any other dues will be recovered from the contractor under this contract.
- Supporting documents, measurement sheets and any other documents as may be required for certification of the bills. The balance 5% payment of the interim bills will be retained as "Retention Amount".

**Contractor's signature** 

**Developer's Signature** 

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8. Defects Liability Period - The period of 12 (Twelve months) calendar months from the date of issue of WORKS COMPLETION CERTIFICATE shall be as the "Defects Liability Period". In case any defects in the work due to bad workmanship develop in the Works before the expiry of this period, the Contractor on notification by the Employer shall rectify or remedy the defects at his own cost and shall make his own arrangements to provide materials, labor, equipment and any other appliances required in this regard.

### E. MODE OF MEASUREMENT & RATES:

- The Rate mentioned herein has been computed by the Developer and shall not be challenge by the Contractor on basis of any ambiguity in terminology or method of computation.
- 2. The payment schedule will be prepared by the Developer & contractor shall accept the same as per schedule prepared by the Developer.
- Annexure Rates are Exclusive of GST as applicable and Inclusive of all other taxes, Insurance, Transportation of men material, machineries and equipments, contractor's material loading, un-Loading, Profit etc.
- 4. From the Contractor's Bill amount, TDS will be deducted as per the Income Tax law applicable from time to time

### F. BILLING DETAILS:

Firm Name: Choice Lifestyle

Firm GST No.: 27AAOFC1825B1ZR

Firm Address: Road No.8, Vishrantwadi-airport road, Adarsh Colony, Tingre Nagar, Pune- 411032

Site Name: Goodwill Verve "B- Building"

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Sr.No.	Description	Mode of Measurement	Total Amount (L+M)
	FIRE FIGHTING WORK (LABOUR + MATERIAL)		
		As per submitted BOQ	
1.	Internal Hydrant System	by Contractor	236474.00
2.	Courtyard Hydrant System		167798.00
3.	Sprinkler System for Building		228208.00
4.	Fire Extinguisher for Single Building		10300.00
5.	Fire Alarm and PA System		183102.00
		Total Amount	825882.00
	Fir	nal Amount After Discount	8,00,000.00

### ANNEXURE

Contractor's signature

Developer's Signature



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Both the parties understood true and correct meaning of this agreement and contents of the agreement area explained to the contractor in Marathi/Hindi and they have understood the true and correct meaning of the agreement and signed this agreement,

In witness whereof parties have set their hands on the day date and year hereinabove mentioned.

### **Encl: Annexure**

SIGNED AND DELIVERED by the within named 'Promoters' M/S CHOICE LIFESTYLE through its one of the partners by Shri: AMIT ASHOK AGRAWAL in the presence of WITNESS:

15.02.202

1. Sign

Name:

2. Sign

Name:

SIGNED AND DELIVERED by the within named **'Contractor' M/S SUMEET FIRE ENGINEERS PVT LTD. by** the hands of its dully empowered Proprietor and Authorized Signatory

1. Sign

Name:

2. Sign

Name:

Contractor's signature

# SUMEET FIRE ENGINEERS PVT LTD

405 Narang Corner Behind Kothrud, bus Stand, Kothrud, Pune-38 Email- sumeet.fireps@gmail.com

Telefax:- 25380199, Cell No- 8378982178

To,

Choice Group Goodwill Verve Keshavnagar

Date: 12.2.2024

	B BUILDING ( GE+FAIEZE+LSE+2AG) C_IMM.		000	
SR.NO.	DESCRIPTION	SUPPLY RATE	I ABOUIN AMOUNT	Total Amount Without CET
A	Internal Hydrant System	192144 00	0000011	
В	Courtyard Hydrant System	177968 00	00.00011	2304/4.00
٢	Curinklar System for BIIII DINC (DD. CD. 12+4)	100.000	44630.00	16//98.00
		159414.00	68794.00	228208.00
n	Fire Extinguisher for Single Building	00.0066	400.00	10300.00
ы	Fire Alarm and PA System	124402.00	58700.00	183102 00
			0	00:701001
			TOTAL	8,25,882.00
			Less discount	25,882.00
			Final Amount After disc.	8,00,000.00
	C.		GST 18%	1,44,000.00
			GR-TOTAL	9,44,000.00

# NOTES

- I GST 18% EXTRA WILL BE APPLICABLE
- , Any kind of civil work (chasing, chipping, making holes in brickwork,
  - corecuttting, finishing, etc) is not in our scope
    - 3 Mathadi is not in our scope
      - 4 Scaffolding is not in our scope
- 5 Quantities in BOQ are tentative as per drawings and may change as per site
  - conditions
- Store room and Labour camp to be provided at site
- Water and electricity for work, labour and testing purpose to be provided at site

# PAYMENT TERMS

- 1 Billing will be as per work contract (Supply + Installation) norms.
- 2 80% against supply running bill (RA). Payment to be cleared within 8 20 10 days after bill submission. GST bill will be submitted.
- 3 20% against installation running bill (RA). Payment to be cleared within 8 to
  - 10 days after bill submission. GST bill will be submitted.
    - 4 Work might get hampered if payment terms are not followed.
      - 5 Final NOC charges will be extra

14.02