

Ref: P-247/RVG/WO/Plumbing/M&L--T1/R0

Date:

To,
M/S—

Email: -

Kind Attention: -

Subject: Work-Order for **Plumbing works with Material supply & Installation complete**, for Proposed Building known as “RVG” Andheri.

Dear Sir,

With Reference to your quotation dated 2nd subsequent discussions with you and PMC, we are pleased to release this Work Order for **Plumbing with Material supply & Installation complete**, as per Scope of work mentioned below for above said project.

With issuing of this Contract/Work-Order/Agreement, all previous written and verbal communications stand cancelled in the subject matter. Terms and Conditions mentioned in this Contract/Work-Order/Agreement are final and binding to all concerned parties.

In this Contract/Work-Order/Agreement:

“Client, Employer or We” means M/---, hereafter shall be referred as “----”.
“Contractor, Vendor or You” means M/s -----, hereafter shall be referred as “-----”.
“PMC, Nexus, Nexus PSPL or NPSPL” means M/s Nexus Project Solution Pvt. Ltd. Row House NO.4, Dheeraj Savera, Opposite Siddharth Nagar Borivali (East), Mumbai 400 066, hereafter shall be referred as “NPSPL”

1. SCOPE OF WORK FOR CONTRACTOR:

All materials to be brought by contractor at his own cost, including all Tools, tackles & Plants, Equipments, scaffoldings & manpower required to complete the below mentioned scope of works. List of approved makes of the materials, to be used by contractor, is attached along with this work-order. Makes of all materials, being used by contractor for his scope of works, MUST BE IS marked only. Contractor scope is also to provide technical/tools-equipments/labour services for Installation, Testing & Commissioning of Plumbing & Rain-Water-Harvesting works as mentioned below:

✓ SCOPE OF WORK IN PLUMBING SYSTEM:

A) Scope of works in Pumps & Pump-panels for Plumbing System & Main-Water-Supply-Lines upto UG-Tank:

- i) Installing/Placing/Fixing of Main & Standby star-delta Water-pumps, Pump-panels & Pump-stands for Domestic-tanks, and Flushing-tanks, along with necessary cabling/starter-panels etc. complete, as per MEP-consultant-details. Pumps, cables and their panels will be supplied by client free of cost to contractor. Panels for all pumps also to be fixed by contractor at his own cost. Only final electrical connections for all pumps & panels to be done by pump supplying vendor at his own cost. Contractor to unload and shift these items to required locations at his own cost. Water-level-Sensor connections in Pump-panel is not in scope of Plumbing-contractor. It is to be done by electrical contractor.

B) Scope of works from Building-Sewage-System to Municipal-Sewer-Line: NA

C) Scope of works in building's Drainage System:

Providing, installing & testing of following works in building Plumbing Drainage System complete, as per MEP-consultant-details:

- i) All sewage/drainage lines Gr.-floor to 1st floor for soil & waste lines to be in CI pipes. Colour of all chamber-covers to be as approved by architect.
- ii) Building's complete vertical drainage works from each toilet/WC & kitchen unit to Gr.-floor chambers, including chiseling/core-cutting in walls/slabs wherever required and making it good complete.
- iii) Complete internal drainage works for Typical Floor Toilets/WC & Kitchen including chiseling/core-cutting in walls/slabs

wherever required and making it good complete. This work includes drainage system to washing-machine, location as approved by architect.

D) Scope of works in building's Water-Supply System:

Providing, installing & testing of following works in building Plumbing Water-Supply System complete, as per MEP-consultant-details:

- i) Building's vertical water-supply works from UG-Tank to OH-Tank and OH-Tank to the individual-unit water-supply connection including chiseling/core-cutting in walls/slabs wherever required and making it good complete. Chambers for municipal supplied water-meters is also in scope of contractor at his own cost. This work includes providing & installing 40mm dia. over-flow pipe (from OH-Tank to the terrace-below), by contractor at his own cost.
- ii) Complete internal water-supply works for, Typical Floor Toilets/WC & Kitchen including chiseling/core-cutting in walls/slabs wherever required and making it good complete. This work includes water-supply system to washing-machine, location as approved by architect.

E) Scope of works in few other general items in building Plumbing system:

Providing, installing & testing of various requirements in building plumbing system complete, as per MEP-consultant-details:

- i) Complete drinking-water facility & drainage system at Refuse-areas and terraces including chiseling/core-cutting in walls/slabs wherever required and making it good complete.
- ii) Fixing of CP-Fittings, Sanitarywares & Jali/Drain-covers-for-nahani-trap for all Typical-floors etc. as per architect's selection. CP-Fittings, Sanitarywares & Jali/Drain-covers will be provided by client, free of cost to contractor. Providing & fixing of Teflon-Tape is in scope of contractor, for all his scope of works, at his own cost.
- iii) Supply & Fixing of FRP/SFRC manhole covers for OH-Tanks etc. along with all necessary civil works. Colour of covers to be as approved by architect.

F) The expected-changes in Layouts/Pipe-size:

Contractor should take a note that if HE-NOC is yet not available for verifying the Terrace-Loop & Down-Take, the Pipe-sizes mentioned in the "Issued Working Dwgs" may change. Hence, these items to be executed ONLY AFTER getting "Final-HE-NOC" from the client. However, if contractor executes any of such item without verifying/written-approval from NPSPL, contractor will be required to change the said items at his own cost.

Contractor should take a note that if Preliminary-SWD-NOC & Preliminary-Sewage-NOC are yet not available for verifying the Layout-of-SWD & Layout-of-Sewage-Line, the layout shown in the "Issued Working Dwgs" may change. Hence, these items to be executed ONLY AFTER getting "Preliminary-SWD-NOC" & "Preliminary-Sewage-NOC" from the client. However, if contractor executes any of such item without verifying/written-approval from NPSPL, contractor will be required to change the said items at his own cost.

✓ **SCOPE OF WORK IN RAIN-WATER HARVESTING SYSTEM:**

A) Scope of works in Pumps for Rain-Water-Harvesting System:

Installing/Placing/Fixing of Water-pumps & Pump-panels for RWH-Tank/Bore-well/Well, along with necessary cabling/starter-panels etc. complete, as per MEP-consultant-details. Pumps, cables and their panels will be supplied by client free of cost to contractor. Panels for all pumps also to be fixed by contractor at his own cost. Only final electrical connections for all pumps & panels to be done by pump supplying vendor at his own cost. Contractor to unload and shift these items to required locations at his own cost.

Providing, supplying & laying water supply-lines from RWH-tank/Well/Bore-well to UG-Flushing-tank, as per MEP-consultant-details is in scope of contractor.

Fixing of RWH SS Filter screen is also in scope of contractor at his own cost.

B) Scope of works in building's internal collection-system for Rain water:

- i) Rain-water-harvesting collection/drainage system for Building-terrace, Pocket-terraces, Refuse-floors, Such water must be collected in ground-floor level Rain-water-harvesting drain system. Contractor's scope of work also includes chiseling/core-cutting in walls/slabs wherever required and making it good complete.

- ii) Complete drainage system for Rain-water/AC-water from Balconies/Flower-beds/Chajjas, upto connection in ground-floor

SWD. Contractor's scope of work also includes chiseling/core-cutting in walls/slabs wherever required and making it good complete.

Note: In case RWH-Tank is not feasible at site, Ring-well to be made by plumbing contractor of appropriate size (approvable by Municipal Corporation), as per work-order mentioned cost. Contractor is expected to check the feasibility before quoting/finalizing his rates.

✓ SCOPE OF WORK IN PLUMBING & RAIN-WATER HARVESTING LIAISONING:

A) Scope of works in Liaison with various govt. departments:

Liaison works for obtaining below mention permissions/NOCs for occupation purpose, from relevant govt. departments:

- i) Drainage Completion Certificate (DCC),
- ii) Drainage connection NOC from AE maintenance BMC ward office,
- iii) Terrace Loop & D/N take approval from EE WW WS,
- iv) Revised HE NOC from BMC,
- v) RWH completion certificate,
- vi) SWD completion certificate,
- vii) Waste Removal NOC,
- viii) PCO NOC,
- ix) Vermiculture-Bin completion certificate,
- x) Getting certified the building from HE & EE WW P&R BMC and HE remark from ward-office,
- xi) Assessment NOC, Building proposal NOC, Road opening permission and getting water connection certified by AE WW H/E ward and getting water connection for building,
- xii) Obtaining 270-A certificate from water department.

Contractor's quoted price must include his own service-charges & all out-of-pocket expenses needed for obtaining such NOCs/permissions.

Though contractor's liaisoning-work rates are provided in attached Annexure 'A' as part of contract's scope, client may choose to give liaisoning-works to some other agency. In such case, no extra cost will be paid by client to contractor on account of reduction in his scope of works. However, contractor is expected to cooperate with client and his appointed liaisoning-agency. Contractor must provide all Forms, Documents & Test-certificates required for getting submitted in the Municipal Corporation for obtaining the relevant Final-NOCs/Permissions.

Note: For all above works core-cutting and filling of cores with non-shrinkage grout for water connections in UG-Tank, OH-Tank & Break-Tank is in scope of contractor.

But core-cutting and filling of core with non-shrinkage grout (if required), anywhere else, is not in scope of contractor. Client to get done core-cutting at his own cost or contractor to do core-cutting as an extra-item at an extra cost to client.

Contractor to COMPULSORILY submit copy of excise-duty paid challan & copy of gate-pass of the manufacturer's factory (for all products) along with his RA Bills, for claimed all items in that particular bill, else bill will not be processed to client office for payment purpose.

2. INCLUSION IN CONTRACTOR'S SCOPE (these items to be in scope of contractor at his own cost):

- a) **Excavation/Chamber-making/Other-Civil-works/Chiseling/Core-cutting/Leaving-sleeves:** Contractor must do required Excavation/PCC/Back-filling-of-excavated-trenches for laying his under-ground/ground-level piping, at his own cost. Contractor must do required Wall-chiseling/Leaving-sleeves for his scope of works, at his own cost. Any wall-breaking and repair-works (of masonry-wall & plastering) for laying of pipes must also be done by plumbing contractor, at his own cost. Cement, brick, sand and aggregates, required for all his scope of works, will be provided and fixed by contractor only, at his own cost. All manholes, chambers & gully-traps must be covered by plumbing contractor using FRP/SFRC covers with necessary frame fixing, at his own cost. Colour for manhole-covers (for UG-tank), all chamber-covers & gully-trap-covers to be as approved by architect/PMC.

If the excavation for making-chambers/laying-pipe-line is in open-to-sky ground-floor area, such excavated soil must be used for back-filling of chamber-sides/pipe-line-laid by the contractor AND the excess soil (left out after the back-filling) must be left there-only. Such left-out soil will be lifted, shifted & thrown out of site premise by client at his own cost. However, if excavation is in stilt-area/covered-building-area (not in open-to-sly ground-floor area, where JCB/dumpers can-not have easy/free excess), the excess soil (left out after the back-filling) must be lifted, shifted & stacked by contractor, at his own cost, to the nearest open-to-sky-area in ground-floor (where JCB/dumpers can have easy/free excess to remove it out of site premise).

- b) Wall-chaser/Wall-grooving-machine ONLY to be used for chiseling of Brick-walls/AAC-block-walls/RCC-Slabs&RCC-Wall/Stone-

walls for concealed works in all plumbing works. Hand cutting/chiseling is strictly not permitted anywhere in project.

- c) Contractor must ensure that all his pipes/cables (being laid horizontally in ceilings of basement/podium/typical-floor/refuse-floor etc.) must be laid minimum 2450mm above the unfinished-floor level. If any pipe/cable laid by contractor (horizontally in ceiling using the brackets/hangers) is at a height less than 2450mm from unfinished floor, contractor will have to remove the already laid pipes/cables and he will have to redo the pipe/cable laying as instructed by PMC/client, at his own cost. No extra claim will be entertained and paid to contractor on account of such removal & redoing of works. Hence, if any pipe/cable is expected to be laid at a height less than 2450mm from unfinished-floor, contractor to take a written approval from Nexus TD before laying.
- d) Contractor to provide & fix required no. of GI clamps (to be fixed @ 350mm c/c) & GI nails etc. complete, for fixing of Panels and for all the pump-cables being laid 'unconcealed and without using trays', thru ceiling/walls/floors. If trays are insisted by PMC/client for laying of cables, it will be paid as an extra item to contractor OR it will be laid by client free of cost.

If any size of cable/wire is being laid thru ground-floor flooring, cable/wire must be passed thru required size of GI pipe (to conceal the cable) and required no. of GI clamps (@ 350mm c/c) & GI nails etc. complete must be installed/fixd by contractor at his own cost. Only cost of the GI pipes to be paid as an extra item to contractor. But laying charges of GI pipes will not be paid extra.

If any size of cable/wire is being laid thru flooring of the typical-floor, cable/wire must be passed thru required size of 2mm thick HMS PVC conduits (to conceal the cable) and required no. of GI clamps (@ 350mm c/c) & GI nails etc. complete must be installed/fixd by contractor at his own cost. Only cost of the PVC conduits to be paid as an extra item to contractor.

- e) For all Pipes being laid on walls (unconcealed), cost of required no. of 3mm thick GI "Z" brackets and 8mm dia. GI "U" bolts along with 8mm dia. brick/RCC anchor fasteners etc. complete, is included in contractor's finalized rates. Such supports to be provided strictly @ 2.0m c/c for Plumbing as well as Rainwater/Flower-bed/Chajja drain-pipes. For all drainage/water-supply pipes, being laid on ceiling, cost of required no. of painted ISA 40*40*6mm MS brackets with 8mm dia. GI "U" bolts and 8mm dia. anchor fasteners etc. complete, is also included in contractor's finalized rates.
- f) Contractor should note that crossing over of drainage/sewage pipes on one-another MUST be avoided in-plumbing-ducts/at-diversion-level. Nexus TD must be consulted before executing any such crossing-over. However, if at-all it is required to be done, 6mm thick GI brackets/8mm-dia. GI "U" bolts along with 8mm dia. brick/RCC anchor fasteners must be used @ 600mm c/c to support the overhang portion of the pipes in ducts/diversion-in-ceiling. Cost of such supporting is included in contractor's finalized rates.

Note: Any "overhang portion of water supply pipes" in the ducts of toilet/kitchen (specially the supply pipe from the Down-take to Toilet/kitchen inlet) to be laid by plumbing contractor ONLY AFTER painting works are done in the ducts so that the overhang portion does not get damaged while duct painting work is being done. If plumbing-contractor does this work before painting-work is done in the ducts and if any portion of water supply pipe gets damaged, plumbing-contractor to rectify it at his own cost. No extra claim will be paid or entertained in this regard.

- g) **Contractor's Site office and Labour Hutments:** If required, contractor can erect his site office and labour hutments at site (STRICTLY as per the attached photos & specs), at his own cost but as per location approved by PMC. Internal lighting and other MEP requirements inside inside his site-office and hutments to be done by contractor at his own cost. Client has provided light connection at one point at his own cost and contractor to get further distribution for his site-office and his hutments at his own cost. Contractor to remove such establishments at his own cost, after completion of his scope of works. Such establishments MUST BE ready-to-install type (STRICTLY as per the attached photos & specs) because contractor is expected to shift such establishments once from one location on site to other location on site (for making the earlier occupied space available for other project works).
- h) **Security of contractor's material/machineries:** Contractor will be provided space on site for erecting lockable storage space (at his own cost) for storing his materials/machineries, if required. Contractor only will be responsible for safety & security of his material/machineries, at his own cost. Client will not be responsible and answerable for any theft or damage to his material/machineries. Contractor to remove such establishments at his own cost, after completion of his scope of works. Such establishments MUST BE easy-removable-type (STRICTLY as per the attached photos & specs) because contractor is expected to shift such establishments once from one location on site to other location (for making the earlier occupied space available for other project works).
- i) **Security of client supplied materials (if any):** Client will order materials (required in scope of client's free supply) as per indents raised by contractor and will handover such materials to contractor. Thereafter contractor only will be responsible for any theft/damage to such materials. Client's appointed security agency is expected to be ONLY for security of client's property. Contractor will not appoint same agency for security to his material/machineries. Any loss occurred by client due to theft/damage

of such handed over materials (to contractor), will be recovered from any amount due to contractor against his completed works.

Contractor must submit reconciliation of material supplied/handed-over to him (by client) at 50% work completion stage and thereafter along with Final-Bill.

Note: Once billing for any executed material is done, security/safety of that material will become responsibility of client (billed item to be considered as handed over item). Till the material is not billed to client, safety/security of that material (even if it is executed) will be responsibility of contractor.

If client does not allow 24 hour stay to contractor's person at site, security of all materials (brought by contractor to incorporate in his scope of works AND client's free supply materials, both) will be in scope of client at his own cost. However, in such case, contractor to secure his tools and tackles at his own cost. Client will not be responsible for the safety and security of tools and tackles of the contractor.

- j) **Followup with the suppliers for the free supplied client scope materials:** PO copy of materials ordered by client will be provided by Nexus to the contractor. Contractor to maintain timely followups for getting materials (to be incorporated in his works) from the suppliers appointed by client, at his own cost. Such communication with vendor must be maintained over phone as well as e-mail, marking CC to Nexus site in-charge as well as client. Contractor will be solely responsible for any delay done by vendor in supplying the required materials, if contractor fails to place the order to vendor considering the lead time provided in PO (for vendor to arrange any supply). Before ordering any material contractor has to take Nexus site in-charge into confidence so the space for stocking the materials can be arranged timely.
Contractor to unload, lift & shift all the materials being brought/supplied by client, for incorporating in his scope of works, at his own cost. *Mathadi charges (varai only), if applicable for client's free supply materials, only to be paid by client at his own cost. Unloading will not be done by mathadi gang but it will be done by plumbing-contractor.*
- k) **Contractor's Shop drawings:** Contractor to prepare shop drawings (with layout and detailed dimensions) at his own cost and take written approvals from Nexus technical director on his shop drawings, before start of his scope of works. If contractor executes any work without getting his shop drawings approved from Nexus TD and later if any changes are being asked to contractor in his executed works, contractor to rectify the executed works as per Nexus TD instructions without any extra cost to client.
- l) **Non BOQ items (but which are accounted/mentioned in above mentioned scope of work for contractor):** The items which are-not-quoted-in-BOQ or which-are-not-mentioned-in-BOQ but which have been mentioned in "Scope of work for contractor" to be treated as loaded/accounted in quoted BOQ items. Hence, those items (which are mentioned in scope of work for contractor but which-are-not-quoted-in-BOQ or which-are-not-mentioned-in-BOQ) will NOT be paid or entertained as extra items to contractor.
- m) Unless housekeeping (cleaning of debris generated out of his works and bring it to designated location at ground-floor) is completed from working areas, which are being billed by the contractor, contractor is NOT supposed to raise his bill. Nexus site-in-charge is not authorized to accept contractor's RA-Bill unless the housekeeping of his billed area is 100% completed.
- n) **Material Receipt Register (MRR) signing:** Material Receipt Register (MRR) **MUST BE** signed by contractor and Nexus site-in-charge both, for every material being brought into the site (for incorporating in his scope of works), whether such material supply is in scope of client/contractor. Original-Challan of such material being brought by client/contractor **MUST BE** signed by contractor & Nexus site-in-charge both AND security agency inward stamping & signature **MUST** also be put on back-side of the original challans.
- o) **Material Transfer Slip (MTS) signing:** Material Transfer Slip (MTS) **MUST BE** signed by contractor and Nexus site-in-charge both, for every material being taken out by site whether such material supply is in scope of client/contractor. Qty must be mentioned specifically on such signed MTS.
- p) Contractor's quoted rates are inclusive of all taxes, levies, fees, duties & transportation on supply of all the materials. Contractor's quoted rates are also inclusive of Loading, Unloading, Lifting & Shifting of all materials (to the designated store AND from store to the required working locations) to execute his scope of works. GST on works contract is not included in the quoted prices. *Mathadi charges (varai only), if applicable for client's free supply materials, only to be paid by client at his own cost.*
- q) **Onus:** The onus shall be on the Contractor to obtain all the necessary approvals from E-in-C in writing for every stages of work as per the Checklists & instruction issued to him at various stages. Such approvals, however, shall not relieve the contractor of any of his responsibilities under this Work-Order & Drawings being issued to him for the execution.
Discrepancy, if any found, shall be brought to notice to E-in-C in writing before execution of work. In case the work is executed at site without proper checking/coordinating by Contractor and the mistake is pointed out by E-In-C or Architect or Consultants, the Contractor

shall rectify, modify and redo the work at his own cost.

In case, discrepancies are found at a later-date or during-execution and even-if the E-in-C has missed-out any point/detail mentioned in the drawings/tender-docs while checking the works and had allowed the contractor to progress the activity in spite the drawings contains correct details, it shall be the responsibility of the Contractor to rectify, modify and redo the work as per drawings at his own expenses.

If materials were supplied by the Client for such wrongly executed works, then the expenses shall be recovered from Contractor's due payments.

3. EXCLUSION FROM CONTRACTOR'S SCOPE (these items to be in scope of client at his own cost):

- a) **Water-Pumps, Cables for pumps & Starter-Panels:** Installing, testing & commissioning of Main & Standby star-delta Water-pumps & Pump-panels for Domestic-tanks, Flushing-tanks & RWH/Bore-well/Well, along with necessary cabling/starter-panels etc. complete, as per MEP-consultant-details, is in scope of plumbing contractor. Pumps, cables and their panels will be supplied by client at his own cost. Only final electrical connections for all pumps & panels to be done by pump supplying vendor at his own cost.
- b) **CP & Sanitary Fittings and RWH Filter Screen:** CP & Sanitary fittings to be provided/supplied by client free of cost. Chair-brackets, Cantilever-brackets, nut-bolts etc., for WC & Basin fixing, also to be provided by client free of cost to contractor. Contractor to fix these items as per BOQ items. RWH SS filter screen, screws & any other reqd accessory to fix the screen to be supplied by client free of cost to contractor.
- c) **Waterproofing works:** Water-tight-sealing of junctions of pipes & RCC/Masonry (such as, junctions at toilets/UG-Tank/OH-Tank) is not in scope of plumbing contractor. Such junctions must get sealed by client at his own cost (by waterproofing contractor).
- d) **Construction of OH-Tank, UG-Tank, RWH-Tank, Bore-well, Septic-tank, Soak-pit, STP, Grease-Chamber, Upflow-filter:** Construction of all these items are not in-scope of plumbing contractor. These to be constructed by client at his own cost.
- e) **Water:** Client will provide water connection at one location on each floor. Contractor to do further distributions at his own cost, as required by him. All materials required by contractor shall also to be brought by contractor, at his own cost, for such distribution. Bill for water consumed (drinking & construction water both) to be paid by client at his own cost.
- f) **Electricity:** Client will provide electricity connection at one location on each floor. Contractor to do further distributions at his own cost, as required by him. All materials & lights required by contractor shall also to be brought by contractor at his own cost for such distribution. Bill for electricity consumed to be paid by client at his own cost.
- g) **Debris/Scrap Removal:** Contractor is expected to stack debris/scrap generated out of all his scope of works (after collecting from all floors) at one designated location at ground floor, at his own cost. Such debris/scrap must be collected and stacked at ground floor in bags, as instructed by PMC. Client will arrange to lift and throwaway excavated-material/debris/scrap from site to municipal approved location, at his own cost.
Contractor to dismantle his store-rooms, site-office, labour-hutments etc. and stack the scrap/debris generated out of these temporary structures at one designated location at ground floor, complete at his own cost. Such debris/scrap must be collected and stacked by contractor at ground floor in bags, as instructed by PMC. Client will arrange to lift and throwaway such debris/scrap from site to municipal approved location, at his own cost.
- h) **Labour toilets:** Toilets and bathing facilities at site, for contractor's labours, to be provided by client at his own cost.

4. PRICE:

The agreed and accepted rate for Providing, Installation, Testing & Commissioning of Plumbing & Rain-Water-Harvesting systems for above mentioned scope of work, is as per attached "Annexure A". The anticipated total value of work is ₹ -----/- (-----only).

The anticipated value shall be operative as a measurement basis and actual payment shall be made as per the actual work done.

5. TAXES & DUTIES:

The unit rates are exclusive of all applicable taxes i.e. GST. But inclusive of any other taxes payable by the Contractor such as **other govt. taxes**. Contractor shall submit his GST No and PAN No. along with his claim.
EPF & ESIC to be borne by contractor at his own cost.

6. FIRM PRICE CONTRACT:

The unit rate mentioned above shall remain firm till ---- or six months from actual-scheduled-date-of-completion (as per Site Handing-Over Letter), whichever is later. During this period, no escalation on price will be allowed for any reason, whatsoever it may be.

7. WORK COMPLETION SCHEDULE:

Schedule of various contractual formalities will be as below:

Sr. No.	WORK DESCRIPTION	START DATE	COMPLETION DATE
1.	Starting date of work		
2.	Completion of entire work		

8. DEFECTS LIABILITY PERIOD:

Applicable for One Year from the date of obtaining **Work-Completion-Certificate** from PMC/Client. However, if any changes in locations of plumbing points or piping of water-supply/drainage of flat is changed after handing-over of works from contractor, such changed items will not be rectified by contractor at his cost even though DLP is not expired.

9. LIQUIDATED DAMAGES:

Contractor shall adhere to time schedule and other specifications with respect to the above works as mentioned in the Completion Schedule mentioned in Point no 7. In case of any breach or deviations in these regards and thereby delayed schedule of completion/delivery, you shall be liable to pay by of liquidated damages as penalty @ 1% per week and/ or part thereof of the total contract value up to the maximum of total 5%. This liquidated damage shall be recovered from your running payments and / or pending bills.

Measures to be taken for unattended scope of works (items) by contractor: The Contractor will be given maximum 7 days' notice to start any of the unattended item which is in scope of contractor. On completion of this notice period if the Contractor is failed to start the unattended item with full strength (which is in his scope of works), PMC in consultation with the client will carry out the said works through other agencies at Contractor's risk and cost, without issuing any further notice to contractor. PMC does not need any approval from contractor to start such works with any other agency. However, as a punitive measure the expenses will be recovered "at twice of the cost accounted by client for carrying out the said works by other agencies".

10. INSURANCE:

Contractor shall, at their own cost, obtain and maintain Insurance to fully cover their personnel deployed at site, as required under Workmen's Compensation Act. Contractor shall also arrange at their own cost the required Insurance against personal accident risk in respect of their personnel deputed at site. Contractor shall indemnify and shall keep **Client/PMC indemnified** against any and all actions, claims, damages and costs under the Workmen's Compensation Act or Analogous law. Contractor shall at their cost arrange requisite Insurance policies for their materials, tools, tackles, equipment's etc.

11. SAFETY:

The Safety of Contractors labour is solely responsibility of Contractor. Contractor should issue safety equipment's/items such as Belts, Helmets, Glasses, Gloves & Shoes etc. to his labour before start of work. If any of contractor labour is found not using them, then contractor will be fined for every such incident.

12. MEDICAL CERTIFICATES:

It will be the responsibility of the Contractor to ensure and maintain good hygienic conditions in the labour camp and toilets till satisfactory completion of all his works, at his own cost. Contractor must follow rules and regulations laid by BMC/Govt. regulatory from time to time for maintaining healthy and hygienic conditions at site, at his own cost.

If contractor's labours are staying 24 hours at site only, contractor should maintain at site updated medical certificates of all the labour employed by him at site. Contractor to ensure that nowhere water must remain accumulated at site and malaria must not spread. Labours must be checked regularly for malaria treatment & other diseases and record for these tests must be submitted to PMC as and when asked by PMC or local govt. authorities. And no Infected/Sick labour should be allowed to work at site. Cost of all such treatments and tests must be borne by contractor. Copy of all such documentations must be submitted by contractor along with his RA bills.

But if contractor's labours are not staying at site for 24 hours (transiting every-day to site for work and leaving the site every-day after completing their scope of works), contractor need not maintain such medical certificates.

In-general client will handle and manage relevant govt. authorities at his own cost but if any penalty is levied by any govt. authority due to contractor's negligence on this account, it is to be handled and paid by contractor at his own cost.

13. DOCUMENTATION & FOLLOWING THE GOVT. REGULATIONS:

Contractor must maintain the relevant documents required by statutory govt. authorities and should produce as and when required, at his own cost.

Even if the liaison work for obtaining of the Final NOC/approval (from the relevant govt. dept.) does not get awarded to contractor, it is expected from the contractor that he is very well aware about makes of materials which complies/non-complies the govt. regulations, work-quality & product-quality which are approvable/non-approvable by the govt. regulations and govt. regulations about labour's wages/working-conditions etc. (which all are to be followed by him during the course of his work-scope). Contractor is expected to intimate Client/Nexus-MD, before start of his works, if any make/product-quality/work-quality mentioned in tender/work-order does not comply govt. regulations and such may hinder himself/client at later stage in obtaining the Final NOC from relevant govt. dept. If contractor fails to intimate before start of his works, contractor must do the required changes (makes as well as quality improvement) as desired by govt. authority, at his own cost. Client will not reimburse any amount to contractor if changes in works happens due to above two reasons.

14. RECORDING OF MEASUREMENTS:

- a) The contractor shall arrange measuring tapes, ladders, make the items approachable for measuring them, and deploy personals to take joint measurement etc. while claiming R.A. Bill.
- b) On completion of the job actual joint measurement with contractor's & Nexus representative will be taken. Items will be paid as per the approved rates. Only accepted items will be measured and paid.
- c) All measurements to be done in "mm" ONLY (measurements will not be done in Inch/Feet). All measurements will be considered of exactly installed sizes. It will not be rounded off to nearest 3"/6"/9"/12" (75mm/150mm/230mm/300mm).

15. QUANTITY VARIATION:

The quantities mentioned in BOQ are approximate and may vary to any extent. The rates are firm irrespective of any % of variation in the quantities. No claim regarding this shall be entertained and paid for.

16. TERMS OF PAYMENT:

The Payment schedule will be as below, for agreed and accepted rate in respect of following items:

- a) Advance: Nil.
- b) RA Bill Frequency:
RA Bill to be raised once in 30 days with joint measurements taken along with representative of PMC. RA Bills to be raised as per attached bill format ONLY. RA Bill to be raised as per the work-stages mentioned in attached bill format and as per the actual completed % of work (for any particular stage).
Enclosure of RA-Bill (by contractor while submitting bill to Nexus HO) are as below:
 - 1) Copy of WO.
 - 2) Jointly signed Measurement Sheet, signed by Nexus Site-in-charge.
 - 3) Jointly signed site execution checklists, issued by Nexus PSPL HO.
 - 4) E-I-C signed Material Challans (for the complete material brought by contractor).
 - 5) E-I-C signed Material Challans (for the material removed/taken-back by contractor).
- c) RA Bill Submission Process:
Contractor will submit his RA Bill at Nexus HO, along with all above mentioned documents. After certification from Nexus HO, it will be forwarded to client for release of payment. The bill certification process by PMC will take minimum 7 working days from the date of acceptance of Bill at Nexus HO. Client will make the payment in 7 working days after receiving certified bill from PMC.
- d) Acceptance of RA Bill:
Bill will be accepted if all the entries made in Bill by contractor are as per W.O i.e. Name of Client, Work Order no, Rates etc. Contractors should submit all jointly signed measurement sheet (in format provided by Nexus), jointly signed site execution checklists, all material challans (signed by PMC E-I-C), labour Insurance copy etc. along with his RA Bills.
Contractor should claim any of his bill within 10 days of completion of work at site or covering of that item / work, whichever is earlier. No claim will be entertained or paid after 10 days of completion of excavated item or after back-filling / covering of that item / work.
- e) RA Bill Format:
Contractor should raise the bills in PMC provided RA Bill format only.
- f) Release of Testing and Commissioning hold amount:
10% amount getting hold (from each RA bill) against "Testing, Commissioning & Handing-over component (from the item no. 1 to

5) will be released to contractor only after all his scope of works (all items, including ground-floor-level & other service-area-items) are handed-over to PMC/client after the required testing.

g) Final Bill:

Contractor shall claim his final bill on satisfactory completion of work and after obtaining "**Work-Completion Certificate**" from Purchase-Head of PMC. The final bill shall be paid within 60 days on submission of bill, after verification of joint measurements by the both parties & on receipt of "**No Claim Certificate**" from the Contractor.

Enclosure of Final-Bill (by contractor while submitting bill to nexus site in-charge) are as below:

- 1) Copy of WO.
- 2) Jointly signed Measurement Sheet, signed by Nexus Site-in-charge.
- 3) Jointly signed site execution checklists, issued by Nexus PSPL HO.
- 4) E-I-C signed Material Challans (for the complete material brought by contractor)
- 5) E-I-C signed Material Challans (for the material removed/taken-back by contractor).

h) Liaisoning amount payment:

Liaisoning amounts/costs as mentioned in Annexure 'A' is indicative only. If contractor is failed to obtaining/securing final permissions/NOCs with-in the time-schedule agreed between him & client/PMC, client to debit the contractor the actual cost incurred by him in obtaining/securing final permissions/NOCs from concern departments. But for some general reasons, if client decides not to ask contractor for obtaining/securing final permissions/NOCs, client to debit contractor only the amount as mentioned in Annexure 'A'. In such case any extra cost incurred by client in obtaining/securing the final permissions/NOCs to be incurred by client only.

17. RETENTION MONEY:

- a) 5% value of each R.A. bill & final bill shall be deducted as retention money.
- b) The retention amount of 2.5% shall be refunded to the contractor after satisfactory completion of above mentioned his full scope of work and on receipt of '**As Built Drawings**' from the contractor, getting "**Work-Completion-Certificate**" from Managing Director of PMC & on receipt of '**No Claim Certificate**' from the contractor.
- c) The balance retention money of 2.5% shall be released to Contractor after satisfactory completion of 12 months of defect liability period (DLP).
- d) The first 2.5% retention amount (out of the total 5% retention amount) will be released only after receiving proof of all PF amounts paid by contractor for his labours deployed at "**RVG**" site during his work duration.

18. EXTRA ITEMS:

- Contractor MUST obtain a written permission from E-in-C for the claimed extra items else the extra item claim will not be entertained or paid.
- In all cases wherever extra items are to be executed as per exigencies of work and ordered by E-in-C of PMC, the Contractor shall furnish detailed Rate Analysis along with necessary details if required by the E-in-C.
- The E-IN-C on establishing the validity of such claims shall certify the amount payable for such work and rates so determined shall be final and binding on the Contractor.

All extra or additional work done by contractor on instruction of the nexus E-IN-C, which were not covered by the scope of work outlined in this contract/agreement, shall be valued between the PMC E-IN-C and the Contractor based on the following mechanism/method:

a) Material Component involved in Extra-Item:

- i) The material cost to be accounted inclusive of taxes, levies, fees, duties, transportation, loading, unloading etc. as delivered to the site.
- ii) Material rates (of the materials being involved in extra-item) must be certified by PMC Purchase-Head before the purchase of materials. Else material rates certified by PMC Purchase-Head will be binding to contractor for his claims.
- iii) Proof of consumed material quantity & cost in form of an invoice/paid-bills, other relevant documents, delivery challans duly attested by E-in-C to be submitted along with the extra item claim.
- iv) **Consumable items in cPVC/UPVC pipe works:** 40% of the total-material-cost to be added as the "*cost of material*" for general consumable items like 'T', bends, extensions, solvents/sealants, hooks etc., while accounting "*total cost of Material Component*" in any such extra-item.
- v) **Consumable items in GI pipe works:** 50% of the total-material-cost to be added as the "*cost of material*" for general consumable items like 'T', bends, extensions, solvents/sealants, hooks, nut-bolts etc., while accounting "*total cost of Material Component*" in any such extra-item.

- b) Labour Component: The direct cost of labour including any indirect charges thereon shall be considered as 30% of the total cost of materials (including consumable items, as mentioned above).

- c) Overheads & Profits: In addition to (a) & (b), the contractor shall be entitled to get payment towards establishments, operational costs of plant and equipment, salaries, cess, overheads and profit. This shall be deemed to be 15% (Fifteen Percent) for Over Heads & Profits [15% of (a)+(b)].
- d) Hence, **Total Payable Rate to contractor for any Extra-Item in Rs. = (a) + (b) + 15% of (a+b)**
- e) Taxes: GST tax will only be paid extra over (d), as actual.
- f) Extra Item Billing: Contractor should claim his extra item bill within 30days of completion of such extra-item work at site or before covering of that work, whichever is earlier. No claim will be entertained after 30 days of completion of the extra item or after covering of that extra-item work. Claim should be raised within 7 days of starting of any extra item being executed, if rates are not pre-certified and if contractor rates are expected to be different from the above mentioned mechanism/method else contractor's claim for the extra item will be paid & settled as per the above mentioned mechanism/method. Further, extra item executed will not be considered for payment, in any case, if 5-8 photographs of executed extra item are not submitted with claims. Photographs must be self-explaining in showcasing the extra item being claimed. Extra-Item Billing NOT TO BE clubbed with regular contract RA Bill. Extra-Item billing to be done in separate format provided by Engineer-Contracts from Nexus HO. All extra-items also must be billed in RA format ONLY, but separate from regular RA Bill.

In-case of any dispute between contractor & client, decision by director of PMC shall be final and binding to client & contractor both.

This agreement is being sent to you in two copies. You are requested to sign indicating acceptance of all terms and conditions stated above and return both copies to us duly signed by the constituted power of attorney holder.

Thanking you,

Yours faithfully,

For M/s XXXXXXXXXXXXXXXXXXXX

For M/s Nexus PSPL

accepted unconditionally

For M/s XXXXXXXXXXXXXXXXXXXX

Shri XXXXXXXXXXXXXXX

Mr. Kailash Anwala

Shri XXXXXXXXXXXXXXX

Enclosure:

- i) "Annexure A": Bill Of Quantities & Agreed Rates For Electrical Works.
- ii) Contractor's bill formats (For RA-Bill & Final-Bill, both).
- iii) MEP consultant approved All Plumbing Drawings (Drainage & Water-Supply Systems), covering above mentioned complete scope of works.
- iv) Copy of municipal approved Water-Supply System drawings (for Down-take System).
- v) Copy of municipal approved SWD drawings.
- vi) Copy of provisional SWD NOC received from municipal.
- vii) Copy of municipal approved Drainage/Sewage drawings.
- viii) Copy of provisional Drainage/Sewage NOC received from municipal.
- ix) Copy of Tree NOC received from municipal.
- x) Copy of provisional Nalla NOC received from municipal, if applicable.
- xi) Copy of provisional Bore-well NOC received from municipal, if applicable.
- xii) Copy of municipal approved drawings for UG-Tank, Septic-Tank / STP and RWH-Tank locations.
- xiii) Copy of municipal approved drawings for OWC location, if applicable.
- xiv) Copy of municipal approved drawings for Vermiculture-Bin location, if applicable.