

1. SCOPE OF WORK FOR CONTRACTOR:

Contractor to bring all Tools, tackles & Plants, Equipment's (including material transporting lift), scaffoldings & manpower required to complete the below mentioned scope of works, at his own cost. Contractor's scope also includes providing technical/tools-equipments/labour services for flooring works as mentioned below:

- a) Supply of Laticrete Epoxy Grout, White-cement, Gray-cement (PPC Cement), Neeru, River-Sand, Crushed-sand, Fillers, Colours, Pigments, Masking-tapes, POP & Araldite is in scope of contractor, at his own cost, for all his scope of flooring, dado, platforms, basin etc. works.
- b) Providing Hydrochloric Acid for acid-wash is in scope of contractor, at his own cost, for all his scope of works.
- c) Contractor is permitted to use 50% river-sand + 50% crushed-sand for all flooring works.
- d) Tiles to be fixed using C:M 1:4 ratio. One portion of Cement is to be mixed with 4 portions of River-sand. But if crushed-sand is permitted to use then ratio to be 1:4:0.5 for Cement:Crushed_Sand:Neeru. If River-sand is being used as 50% portion along with 50% Crushed-sand, ratio to be 1:2:2:0.25 for Cement:River_Sand:Crushed_Sand:Neeru.
- e) Marble to be fixed using C:M 1:6 ratio. One portion of Cement is to be mixed with 6 portions of River-sand. But if crushed-sand is permitted to use then ratio to be 1:6:1 for Cement:Crushed_Sand:Neeru. If River-sand is being used as 50% portion along with 50% Crushed-sand, ratio to be 1:3:3:0.5 for Cement:River_Sand:Crushed_Sand:Neeru.
- f) If Drywall system is used for room partitions, Supply & fixing of "Knauf Drywall Self-Adhesive Jointing Tape" for sealing of Drywall-joints. ~~Drywalls can be made using 15mm thick Knauf MR H2 boards (moisture resistant board).~~
- g) If walls are in RCC, Supply & fixing dado tiles using Bal-Endura/Laticrete grouts, as per manufacturer's specifications. But shower-panel area tiles must be stick using epoxy+hardeners of Bal-Endura/Laticrete.
- h) Suppling & applying of Marble polish of Surie make.
- i) Supply & fixing of Endura-Flex (make: Bal Endura) make grout, at Lift-jamb & Lift-door-frame junctions, as per manufacturer's specifications.
- j) Providing Skilled labours for Cutting, chamfering, molding, fixing of flooring tiles, Marble, Granite etc as per Architectural Drawing.
- k) Leveling the floor area with proper slope as per approved levels by Architect/Nexus.
- l) All the tools and its consumables required for cutting of Tile/Marble/Granite etc.
- m) Making hole/slit/groove in the door-frames made of marble/granite/kota/any-other-stone, for door-locks (as per lock position), is also in scope of contractor at his own cost.
- n) Providing, installing & maintaining material transporting lift, at his own cost, for all his scope of works.
- o) Contractor will allow other agencies working at site to use their material transporting lift at extra cost as mutually agreed with client.
- p) Contractor to unload, lift & shift all the flooring/dado/platform materials being brought/supplied by client or by him-self, for incorporating in his scope of works, at his own cost.
Note: Mathadi charges (varai only), if applicable for client's free supply materials, only to be paid by client at his own cost. Unloading will actually not be done by mathadi gang but it will be done by flooring-contractor.
- q) Lifting & Shifting of client supplied all materials (to the designated store AND from store to the required working locations) is also in scope of contractor at his own cost.
- r) Light, Fan and ventilation facility, as required to contractor for a healthy working condition in UG-tank & OH-tank, to be arranged by contractor at his own cost. Client will provide electricity connection at one point on every floor. Contractor to extend it as per his requirements.
- s) If window/door frame material is being supplied by client 3" bigger than the actual required length, it must be cut-to-the-required-length by contractor without any extra cost to client. "Cutting of Marble/Granite" as an extra-item will not be applicable in such cases of marble/granite cutting. Contractor's payable "fixing-rate" must be inclusive of such small cutting of marble/granite, for making it suitable for fixing it in right sizing.
"Cutting of Marble/Granite", as an extra-item, will be applicable ONLY IF client supplies complete *un-cut marble/granite* in form of *slabs* to the contractor, for his scope of works.
- t) Kitchen platform "Rff" payable rates of the contractor are inclusive of sink gala-cutting, making the marble/kadppa partitions (below the platform-top) & facia-patti in-front of the platform (including polish). Contractor's rates are also inclusive of fixing of vertical granite partitions at the end of platform, as per architect's design.
- u) Cutting of tiling for skirting works will not be paid separate/extra. Rate of skirting-fixing is inclusive of required tile cutting for skirting making.
- v) Cutting of tiling for all type of flooring or dado works will not be paid extra/separate unless such tile cutting is required for "*in-lay works*". Rate of flooring-fixing or dado-fixing must be inclusive of required tile cutting.
- w) Holes in tile/marble/granite dado for fixing of plumbing/AC pipes, Cut-out/recess in tile/marble/granite dado for electrical/lift switch-box/Lift-indicator fixing AND Cut-out in tile/marble/granite flooring for nahani-traps will not be paid extra to contractor. These items will be in scope without any extra payment, if such items are required to be done on the surface where tile/marble/granite is being fixed.

- x) Cleaning & removing of debris generated out of your works, from all areas after your work completion, as per instructions of Nexus Site Incharge, at your own cost.
- y) The work front in project shall be taken-up as per the instructions of Nexus Site in-charge.
- z) Tile joints / Saandhas to be filled ONLY AFTER acid wash is completed.
- aa) Marble/Tile protection material to be brought by contractor at his own cost, if asked by client/PMC in the issued contract. In such case, Sheet to be removed by contractor at his own cost, as per Nexus site-engineer's instruction is in scope of client at his own cost.
- bb) Contractor MUST submit reconciliation of all the materials supplied/handed-over to him (by client, client's scope materials) at 50% work completion stage and thereafter along with Final-Bill.
- cc) Supply of Flooring-materials such as Tiles, Marbles, Granites and Paver-Blocks/Paver-Tiles are in scope of client at his own cost.
- dd) Before starting flooring of any area contractor MUST verify the dimensions at door-frame-top & door-frame-base for wood as well as marble frames. If both are not same (that means door frame is bulged/twisted) & door-frame-is-not-in-absolute-plumb he MUST refuse to put flooring in that area.

2. WORK PROCEDURE:

- a) Tiles/Marble/Granite makes and style pattern must be re-verified from drawing, before start of tile laying work.
- b) Tile/Marble/Granite base-line / start-point (0-0 point) must be re-verified from drawing, before start of tile laying work.
- c) Thiyyas (level checking marks) of 150mm x 150mm must be marked in all 4 corners of each room. Contractor should get the Levels checked by Nexus E-I-C by line-dori before start of tile laying work.
- d) Flooring levels of Flat / Toilets / Balcony / Lift-lobby / Staircase must be ascertained before start of tile laying work. Thiyyas (level checking marks) MUST BE marked for Flat / Toilets / Balconies / Lift-lobby / Staircase simultaneously.
- e) All levels MUST BE transferred on door-frames and adjacent wall before start of tile laying work.
- f) For Flooring / Skirting the Base cement colour type (gray / white cement) must be used as per instructions of Nexus E-I-C, before start of tile / marble laying work. Vitrified-tile / Marble joints for flooring & skirting must be maximum 1.0 mm wide as detailed Nexus E-I-C. A pigment which matches to colour of tile / marble must be mixed in joint filling materials as specified by tile manufacturer. Edges must be tampered from bottom side in-case of kota flooring so that proper bonding can be created with adjacent kota piece (care must be taken so that top surface of kota must not receive cracks). Tiles / Marbles edges must not be tampered for fixing. All Flooring works must be cured for 7 days (3 times in a day) except for IPS / Tremix flooring, after filling of joints. If wooden flooring is being done anywhere in flat, special care must be taken while marking finished flooring levels.
- g) Tiles must be soaked for 2 hours in water before use (water PH should not be less than 6.0).
- h) Contractor should confirm (in writing) Slope in flooring for Balcony / Toilet / Terrace / Water-body areas with Nexus E-I-C and should get it checked at regular interval.
- i) Mortar must be used within 30 minutes of mixing water in dry mortar.
- j) Masking tape must be used to protect tile joints from getting dirt.
- k) Thickness of mortar bedding must not be less than 12mm. If mortar thickness is becoming less than 12mm the contractor should inform Nexus E-I-C and execute the further bedding work as per his instructions.
- l) Thickness of mortar bedding must not be more than 65mm. If mortar thickness is becoming more than 65mm the contractor should inform Nexus E-I-C and execute the further bedding work as per his instructions.
- m) Flat-area / Common area Tiles-top must be protected by POP-Paste / POP-Sheet / Bubble-Sheet / Rubber-Sheet, as directed by Nexus E-I-C. Sheet will be provided by client free of cost. Contractor will lay the sheets as per rates approved by PMC, as an extra item. After work completion, removal of sheets from top of flooring and collecting all sheets at location instructed by site in-charge, is also in scope of contractor.
- n) Contractor to sign PMC's quality checklist without any extra cost to client.
- o) During the rainy season if client insist for any flooring-works in the open-to-sky area and if such completed work gets washed-out due to rains, client to pay extra for removing the washed-out-flooring works and for relaying flooring in such areas.
- p) If windows are not installed timely and flooring/dado works get spoiled due to rains, in the building-areas where works had already been completed by the contractor, client to pay extra for removing the washed-out-flooring works and for relaying flooring in such areas.

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

- a) **Material:** Cement (grey & white cement both), River-Sand, Crushed-Sand, Fillers, Colors, Pigments and masking-tapes will be brought by contractor at his own cost.
- b) **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).

- c) **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 on site (for making the earlier occupied space available for other project works).
- d) **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.

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.

- e) **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 follow-ups 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.
- f) 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.
- g) **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 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.
- h) **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.
- i) **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 on-site.

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.

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

- a) **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.
- b) **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.
- c) **Material:** Flooring Tiles, Marble Slabs, Granite Slabs and Paver-blocks/Paver-tiles will be provided by client free of cost to contractor.
- d) **Plastic-Sheet/Tarpaulin for covering the laid Flooring:** In case Flooring is planned in monsoon season on the exposed-ground-floor & top-most-podium-floor and client insist to complete the Flooring-works during "light-rains", client to provide Plastic-sheets/Tarpaulin to the contractor (to cover the recently laid flooring work), at his own cost.
- e) **Debris/Scrap Removal:** Contractor is expected to stack excavated-material/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 material/debris/scrap must be collected and stacked at ground floor in bags, as instructed by PMC. Client will arrange to lift and throwaway such excavated-material/debris/scrap from site to municipal approved location, at his own cost.
- f) **Labour toilets:** Toilets and bathing facilities at site, for contractor's labours, to be provided by client at his own cost.
- g) **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. Client 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.

5. PERMISSIBLE WASTAGE OF CLIENT SUPPLIED MATERIALS:

Following wastage % are permitted to contractor for various flooring/dado/frame works in Tile/Marble:

- i) Flooring & Skirting works in Tile: 5%
- ii) Dado works in Tile: 8%
- iii) Flooring & Skirting works in uncut Marble: 15%
- iv) Dado works in uncut Marble: 15%
- v) Door/Window frames in Marble/Granite, if cut-to-size material is supplied: 3%
- vi) Door/Window frames in Marble/Granite, if uncut material is supplied: 10%

If designs issued by architect is expected to create "wastage" more than the above permitted wastage %, contractor must inform NPSPL/Client well in advance (before execution of the designed item). If contractor fails to raise the matter of expected extra wastage, before executing the item, extra wasted material to be recovered from any amount due to contractor.

6. PRICE:

The agreed and accepted rate for Flooring work for above said project is **Rs xxxxxxxxxxxx/- (Rupees xxxxxxxxxxxxxx Only)** as per enclosed "Annexure A". The anticipated value shall be operative as a measurement basis and actual payment shall be made as per the actual work done.

7. TAXES & DUTIES:

The unit rates should be **exclusive** of **GST**. Contractor shall submit his GST No. and PAN No. along with his claim. Any direct statutory variation in GST (upward or downward), during the contractual period, to be borne by client.

8. FIRM PRICE CONTRACT:

The unit rate mentioned above shall remain firm till xxxxx 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.

9. WORK COMPLETION SCHEDULE:

Schedule of various contractual formalities will be as below:

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

10. DEFECTS LIABILITY PERIOD:

Defects Liability Period is applicable for one year from the date of obtaining Work Completion Certificate from PMC/Client.

11. 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 8. 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".

12. 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, ESIC Act, and PF 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 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.

13. 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.

14. 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.

15. DOCUMENTATION & FOLLOWING THE GOVT. REGULATIONS:

Contractor should maintain the relevant documents required by statutory authorities and should produce as and when required.

16. RECORDING OF MEASUREMENT:

- 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).
- d. Items which will be having dimensions less than 12" in width, will be measured in RFT/RMT. 12" wide OR more than 12" wide items to be measured in Sqft/Sqmt.

17. 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.

18. 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 for 15 lakh minimum amount with joint measurements taken along with representative of PMC.
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) Payment Follow-up for RA Bill:
If contractor's due payment against RA bill is not released even after 30 working days from the day acceptance of bill at site, contractor should call in Nexus Head Office (Mr. Ashok Anwala) for follow-up of his payment.
- g) Final Bill:
Contractor shall claim his final bill on satisfactory completion of work and after obtaining "**work completion certificate**" from authorized representative of PMC. The final bill shall be paid within 60 working days of submission of bill, after verification of joint measurements by both the parties & on receipt of '**No claim certificate**' from 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).

19. RETENTION MONEY:

- a) 5% of total contract value is the retention money.
- b) The retention amount of 2.5% shall be refunded to the contractor after satisfactory completion of work and getting approvals.
- c) The balance retention money of 2.5% shall be refunded to Contractor after satisfactory completion of 12 months of defect liability period.
- d) Contractor shall claim his final bill on satisfactory completion of work and after obtaining completion certificate from authorized representative of Consultant/PMC. The final bill shall be paid within 45 days on submission of bill, after verification of work carried out jointly by both the parties & on receipt of 'No claim certificate' from Contractor.
- e) 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 Educational Foundation" site during his work duration.

20. EXTRA ITEMS:

- Contractor MUST obtain a written permission from Nexus 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 Nexus PSPL, the Contractor shall furnish detailed Rate Analysis to Billing-engineer in Nexus HO, along with written permission obtained from Nexus E-in-C.
- The Billing-engineer in Nexus HO 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. Work-Order for such extra-item to be issued to the contractor by Engineer - Contracts in Nexus HO for claiming his bill.
- Extra Item Billing: Contractor should claim his extra item bill within 30 days 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 else contractor's claim for the extra item will be paid & settled as per the rates unilaterally certified by Billing-Engineer of Nexus HO. 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 duplicate. You are requested to sign indicating acceptance of all terms and conditions stated above and return one copy to us duly signed by the constituted power of attorney holder of your company.

Thanking you,