

1. SCOPE OF WORK FOR CONTRACTOR:

- a) Providing & Applying Gypsum (Racer-Gold make) on wall & Putty (Wall-Care make) on ceiling surface.
- b) Contractor to provide the material lifting, for his works, at his own cost.
- c) Contractor should bring all the tool, tackles, scaffolding etc. required to complete his scope of work at his own cost.
- d) No broken piece of POP/Gypsum sheet must be used for false-ceiling making. Only intact new sheet must be used.
- e) Cleaning of all areas, every day, as per instructions of Nexus Site Incharge.
- f) Accumulating debris/waste material generated from each and every floor to a specified locations provided by Site Incharge. Debris shifting from site to outside will be done by client at his own cost.
- g) No separate rate to be paid to contractor for making edges/dhaar of columns/beams, while doing POP/Gypsum on walls/columns/beams. His quoted rates for POP/Gypsum on wall/column/beams must be inclusive of such item.
- h) **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.
- i) 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.
- j) Repairs of corners (which gets damaged during installation of door-window & MEP works etc.), is in scope of contractor at his own cost. It will not be paid and entertained as an extra item.
- k) Floor-slab areas of the Flats/toilets/kitchens/lift-lobbies must be covered by Tarpaulin before starting of POP/Gypsum application in these areas. Tarpaulin must be removed and all debris must be cleared, after completion of work-scope by the contractor.

The work shall be carried out as per the Site incharge and work procedure given below:

- **Work Procedure:**

- a) Primary Checklist (Available with Nexus Site E-I-C) for GYPSUM Work must be signed before Execution of Work for each & every Flat as mentioned in checklist.
- b) Work must not start till drawings of ALL wall surfaces in a flat are released to contractor for execution.
- c) Thiyyas (level checking marks) @ 1.0m c/c on full height of wall or full width of room ceiling must be marked in all walls/ceilings. Levels must be checked properly by line-dori before start of GYPSUM/Putty work. Thiyyas to be done before internal plaster and again after internal plaster completion, for POP true line and level.
- d) Surface hacking must be done for the surfaces at which GYPSUM to be done as mentioned below (hacking/grinding to be done by civil contractor, at his own cost):-
 - Putty application ceiling surfaces must be hacked 1mm deep @ 1" c/c.
 - GYPSUM application wall surfaces must have grooves 2mm deep 7.5mm c/c made by wire brush.
- e) Wall surfaces must be properly hacked / scratched and joints/cracks must be grinded properly for fair surface preparation.
- f) Water must be added in GYPSUM powder as per manufacturer's specifications. And should be mixed vigorously for 5-10 minutes for making lump free, uniform and smooth Gypsum paste.
- g) So Prepared GYPSUM Paste should be applied with mason's trowel.
- h) The GYPSUM is then spread and rubbed to obtain plain surface. Should be leveled with 2.5m long aluminum straight edge to make it in true line (Line Dori) Finish.
- i) Mortar Stacking on Floors strictly to be done in M.S. trays only.
- j) Mortar can be hand mixed.
- k) Contractor must remove debris through garbage-chute only. All debris must be stacked at site at its specified location only and must be removed as per Nexus instruction only.
- l) It must be noted that Putty being used MUST BE primer-free (i.e. primer must not be required to use before applying paints above the putty applied surface). Putty-job rates are expected to be quoted considering the rate discount for "*primer not being used for painting-job onto putty applied surfaces*". Hence, rates of painting-job will NOT BE further discounted for the painting-works onto the putty applied surfaces.

- m) Making of dhaar/edges in POP/Gypsum works, for the Beam/Column/Door-frames/Window/frames, to be done along with regular POP/Gypsum works on any floor. It should not be left-out for “afterward completion”, else bill will not be processed for contractor’s payment, for the completed works on the floor where finishing of dhaar/edges is pending.

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

- a) **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 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).
- b) **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).
- c) **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.

- d) **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.
- e) **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.

- f) Contractor's rate must be inclusive of cleaning of floors, dados, platforms, all door-frames, door-shutters, windows, railings etc. items which are fixed by client (as these items become dirty due to contractor's material falling on it), at his own cost, on daily basis after completing his works. Contractor is expected to cover window/ventilator tracks, door-shutters, railings etc. by plastic sheets, before start of his works if such items are already installed in the project, at his own cost.
- g) Contractor is expected to cover the already laid/painted Fire-Fighting pipes/brackets/sprinklers using hessian-cloth/tarpaulin/plastic-sheets, before starting his POP/Gypsum/Putty works, so that already painted such pipes/brackets are not spoiled by his works. If contractor does not cover these items properly (as mentioned earlier) and if these items get spoiled by his works, contractor will have to clean these items at his own cost, to the satisfaction of client/NPSPL. No extra payment will be paid to contractor or his claim will be entertained with regards to this cleaning work.
- h) 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.
- i) **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.
- j) **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.
- k) 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.*
- l) **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:** 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) **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 excavated-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.
- d) **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 & Applying POP-Gypsum-Putty works with above mentioned scope of work, is as per attached "Annexure A". The anticipated total value of work is ₹ xxxxxxxxxxxx/- (xxxxxxxxxx only).

Note: The anticipated value shall be operative as a measurement basis ONLY. Actual payment shall be made as per the actual work done.

5. TAXES & DUTIES:

Contractor shall submit his GST No. and PAN No. along with his claim. Any direct statutory variation in GST within the contractual period adjusted upward or downward.

But above rates are inclusive of any other taxes payable by the Contractor such as duties, royalties and any other govt. taxes.

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
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.

9. LIQUIDATED DAMAGES:

Contractor shall adhere to time schedule and other specifications with respect to the above works as mentioned in the Completion Schedule. In case of any breach or deviations in these regards and thereby delayed schedule of 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 items 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".

If cracks appear on walls/ceilings (due to whatever reasons), before the painting works are started, contractor is expected to repair such cracks without any extra cost to client. If such cracks appear on walls (due to whatever reasons), after the painting works are done, contractor is expected to repair such cracks without any extra cost to client but still contractor will be debited/charged by client **50% of the amount charged by the painting-contractor for re-painting the surface**. If such cracks appear on ceiling (due to whatever reasons), after the painting works are done, contractor is expected to repair such cracks without any extra cost to client but still contractor will be debited/charged by client **100% of the amount charged by the painting-contractor for re-painting the surface**. This debit will be applied by client to contractor without going much into details of reason-of-cracks (just to simplify the situation & execution).

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 & ESIC 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 and 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, equipments etc.

11. SAFETY:

The Safety of Contractors staff & labours 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's labour is found not using them, contractor will be fined **Rs. 2,500/-** 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 should maintain the relevant documents required by statutory govt. authorities and should produce as and when required.

14. 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).

15. QUANTITY VARIATION:

The quantities mentioned above 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:

- a) Advance: Nil
- b) RA Bill Frequency: Contractor should raise RA bill monthly on basis for the completed works. 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 & Certification 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:

- i) 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.
- ii) 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).

17. RETENTION MONEY:

- a) 10% value of each R.A. bill & final bill shall be deducted as retention money.
- b) The retention amount of 5% shall be refunded to the contractor after satisfactory completion of above mentioned his full scope of work and getting "**Work Completion Certificate**" from Managing Director of PMC & on receipt of "**No Claim Certificate**" from the contractor.
- c) The balance retention money of 5% shall be released to Contractor after satisfactory completion of 12 months of defect liability period (DLP).
- d) The first 5% retention amount (out of the total 10% retention amount) will be released only after receiving proof of all PF amounts paid by contractor for his labours deployed at "**RVG Hostel**" site during his work duration.

18. EXTRA ITEMS:

- a) In all cases wherever extra items are to be executed as per exigencies of work and ordered by E-in-C, the Contractor shall furnish detailed Rate Analysis along with necessary details as and when required by the E-in-C.
- b) 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.
- c) If labour-camps/storages are made with-in flats/offices of the newly made building and if any repair of POP/Gypsum/Putty works is required in such labour-camp/storage areas, such extra repair works will be paid to contractor as an extra-item at mutual agreed rates at that time. This extra item must include grinding/cleaning/washing of walls/concrete-surfaces from any kind of dirt/grease/coal-stains, to the satisfaction of Nexus site-in-charge.
- d) Extra Item Billing: Contractor should claim his extra item bill within 30days of completion of 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. 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-explanatory in showcasing the extra item being claimed (possibly the location of extra-item must also get identified by such photos).

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

Thanking You,