

## 1) SCOPE OF ORDER:

- Providing & fixing of Jindal make aluminum sections with approved 50-micron powder coating shade (Make: Jotun; colour shade: Jotun 9010), Series-D (25mmx50mmx1.5mm) sliding window. Window shall have, mosquito net, 5mm green tinted glass, make - saint gobain or ashai with all necessary EPDM (Yogiraj-Gypsum Make) gasket of Clear Color, woolpile & accessories like steel body roller bearing, adequate size Star-lock-71 series concealed lock etc. in complete.
- Providing & fixing of Jindal make aluminum sections with approved 50-micron powder coating shade (Make: Jotun; colour shade: Jotun 9010), Series-B (18mmx40mmx1mm) louvered window. Window shall have aluminum pipe frame work for exhaust-fan provision, actuating bar with glass holder, 2 side Round type locking handle, 5mm frosted glass etc. in complete.
- Aluminum Window Bottom rail should have provision for water drain.
- All four Aluminum Window tracks should be installed at 45 Degree at joints and should fixed with "L" type Al angle, as to strengthen the joint.
- Preparation of Shop drawings and getting approval from PMC for same, before execution of work.
- Unloading and shifting of all the "Contractor's scope of work", materials at required floor/level will be done by contractor at his own cost.
- Dow Corning make silicon sealant must be filled by contractor at his own cost, between marble and window frame gap. This must be done only during the handing over of flats to the buyers. This must not be done during course of general work execution

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

- a) **Security of contractor's material/machineries:** Contractor will be given lockable storage space (from client side at client's cost) for storing his materials/machineries, if required. Client may ask contractor to make lockable storage space at client's expenses. 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.
- b) **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.*

- c) **Labour Hutments:** If required, contractor can erect labour hutment at site, at his own cost but as per location approved by PMC. Internal lighting and other MEP requirements inside the 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 hutments at his own cost.
- d) **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.
- e) 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.

**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:**

**Approximate value of Work order is as per attached Annexure A.**

**Note:** - a) Payment shall be made as per the actual work done against item executed.

**5) TAXES & DUTIES:**

The unit rates are exclusive of GST etc. The Contractor shall submit his GST number and Service Tax number with PAN no. while submitting his claim.

**6) FIRM PRICE CONTRACT:**

The price is firmed till the completion of work and the contractor obtains the work completion certificate from the PMC.

**7) COMPLETION SCHEDULE:**

**A) Schedule of Completion of work.**

Starting date of work	Will be intimated by Nexus
Completion of entire work	Within 60 days of receiving intimation from Nexus.

**8) DEFECTS LIABILITY PERIOD:**

Defects Liability Period shall be of twelve months from the date of completion certificate issued by PMC.

**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 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** 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:**

Contractor should maintain at site updated medical certificates of all the labour employed by him at site. Medical certificate should be for Malaria tests. And no Infected/Sick labour should be allowed to work at site.

**13) DOCUMENTATION:**

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

**14) RECORDING OF MEASUREMENT:**

- a) The contractor shall arrange measuring tapes, ladders, make the site approachable, and deploy personals to take joint measurement etc. while claiming R.A. Bill.
- b) On completion of the job actual joint measurement with representative will be taken & paid as per the approved rates.
- c) All executed quantities will be measured exactly and will not be rounded to nearest 3"/6"/9"/12"

**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) RETENTION MONEY:**

The retention money 5 % of work done shall be recovered from every R.A.Bill and the final bill. The retention money of 2.5% will be issued after satisfactory completion of work and submission of the final bill amount and the 2.5% of retention amount will be paid after satisfactory completion of defect liability period of 12 months

**17) TERMS OF PAYMENT:**

a) Payment Schedule:-

- Advance:Nil.

b) RA Bill Frequency:

- RA Bill to be raised once in 15 days with joint measurements taken along with representative of PMC
- Enclosure of RA-Bill (by contractor while submitting bill to nexus site in-charge) are as below:-
  1. Copy of WO.
  2. Signed Joint Measurement Sheet.
  3. E-I-C signed Challans etc.

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 30days 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) Signed Joint Measurement Sheet of Nexus HO Engineer.
- 3) E-I-C signed Challans etc.

- c) RA Bill Submission Process:  
Contractor will submit his RA Bill at site, after being checked for work executed at site, after work certification. It will be forwarded to client for release of payment. The bill certification process will take minimum 8 working days from the date of acceptance of Bill at site. The payment will be made by client 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 material challans (signed by PMC E-I-C), Signed joint measurement sheets, Insurance copy etc along with his each RA Bill.
- e) Contractor should claim any of his bill within 10days 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.
- f) RA Bill Format: - Contractor should raise in his claim in PMC approved RA Bill format only. Else his claim will not be entertained.

**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) Materials:
- The material cost inclusive of taxes, levies, fees, duties, transportation, loading, unloading etc. as delivered to the site.
  - Proof of cost in form of an invoice/Paid bills other relevant working documents, delivery challans duly attested by E-in-C to be submitted along with the extra item claim.
  - Claim should be raised within 7 days of starting of any extra item being executed, if rates are not pre-certified.
  - Contractor MUST obtain a written permission from E-in-C for claimed extra items or the extra item claim will not be entertained or paid.
- d) Labour: The direct cost of labour including indirect charges thereon shall be considered as 30% of the cost of material plus (+) service tax at prevailing rate.
- e) Overheads and Profits: In addition the Contractor shall be entitled to payment towards Establishment, operational costs of plant and equipment, Salaries, taxes, cess, overheads and profit. This shall be deemed to be 5% for Over Head & 15% (Fifteen Percent) for Profit of Clause (c) + (d) as above.
- f) 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.

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,