# 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 also includes providing technical/tools-equipments/labour services for Installation, Testing & Commissioning of Electrical-works as mentioned below:

## A) Scope of works in MV/LV Electrical-Mains:

Providing & Laying of PVC-pipeline/RCC-hume-pipeline/Tray-Laying/Wall-clamping, Chambers & 20MT load-capacity CI/FRP/SFRC/GRP covers (for HV supply lines):

PVC-pipeline/RCC-hume-pipeline & chambers to be made as per electric supply vendor requirements:

- i) From Plot-boundary to Fidder-Pillar,
- ii) From Fidder-Pillar to Meter-room,

Note: Only cable supplying & laying for HV supply, from Plot-boundary to Fidder-Pillar and Fidder-Pillar to Meter-room, is in scope of client. All other works (chamber making, pipe laying etc.) for laying such supply lines are in scope of contractor. Post Meter's connection, all MV electrical works are in scope of electrical contractor. If Fidder-Pillar is not required to electrical supply vendor, HV supply will be directly connected to Meter-Room.

- For connecting DG, connection of Change-over-switch in MV supply-line is also in scope of electrical contractor.
- a) Providing & Laying of Underground-PVC-pipeline/Tray-Laying/Wall-clamping, Chambers & 20MT load-capacity CI/FRP/SFRC/GRP covers (for LV supply lines):

PVC-pipeline/RCC-hume-pipeline & chambers to be made, as per MEP consultant drawings & details:

- i) From Plot-boundary to Junction-box in/around LV-shaft or LV-room, for telephone/internet/data lines,
- ii) From Plot-boundary to Junction-box in/around LV-shaft or LV-room, for TV lines and
- iii) From EPABX (in/around LV-shaft) to LV-shaft or LV-room, for Intercom lines.
  - Note: Only Cable supplying & laying for LV supply, from Plot-boundary to Junction-box, is in scope of client. All other works (chamber making, pipe laying etc.) for laying such supply lines are in scope of contractor. Post Junction-box all LV electrical works are in scope of electrical contractor.
- b) Providing & Laying of Underground-PVC-pipeline/RCC-hume-pipeline, Chambers & 20MT load-capacity CI/FRP/SFRC/GRP covers (for DG supply lines OR Alternate-HV-supply-line):

PVC-pipeline/RCC-hume-pipeline & chambers to be made as per electric supply vendor requirements:

- i) From Plot-boundary to Meter-room to Change-over-switch (Change-over-panel).
  - Note: Only cable laying for HV supply, from Plot-boundary to Meter-room, is in scope of client. All other works (chamber making, pipe laying etc.) for laying such supply lines are in scope of contractor. Post Meter connection, all MV electrical works are in scope of electrical contractor.

#### B) Scope of works in MV/LV electrical-distribution from Electrical-Mains to DB/Panel/Individual-connector:

- a) Providing & Laying of Underground-PVC-piping/Conduiting/Laying-trays/Wall-clamping, Wiring/Cabling, DBs & MCBs etc. complete (for MV supply lines):
  - i) From Individual-Meter (inside Meter-room) to MV-shaft to DB-of-Individual-unit (i.e. Rooms),
  - ii) From Common-Area-Meter to Change-over-switches (Change-over-panel) to Common-Area-Panel,
  - iii) From Fire-Meter to Change-over-switches (Change-over-panel) to Fire-Panel.
- b) Providing & Laying of Underground-PVC-piping/Conduiting/Wall-clamping, Wiring/Cabling, Connectors etc. complete (for LV supply lines):
  - i) From Ground-floor-junction-box to Socket-in-Individual-unit (i.e. Rooms) thru LV shaft, for telephone/internet/data lines.
  - ii) From LV-shaft TV-Connector to LV-DB Connector-of-Individual-unit (i.e. Rooms), for TV.
  - iii) From EPABX to Intercom-of-Individual-unit (i.e. Rooms) thru LV-Shaft, for Intercom lines.
    - Note: Providing & fixing of TV-cabling & TV-connector in the LV-shaft, to be done by cable-operator, not by electrical contractor.

#### C) Scope of works in MV electrical-distribution inside a) Individual-unit and for b) Common-area-works:

a) Providing & Laying of PVC Conduiting in slabs/beams/walls/floors, Switchboxes, Switches/Sockets/Light-holders/Fan-

regulators, Wiring/Cabling, MCBs & DBs etc. complete (for MV supply lines):

- i) From MV-DB to each electrical-point, whole internal cabling/wiring of Typical-Floor habitable-units (i.e. for flats), as per MEP consultant's drawings. MV-DB works are also in scope of electrical contractor.
- ii) If Refuse area is with-in building line (i.e. if any flat has been kept as refuse-area), conduit-laying in ceiling of such refuse-area to be done as per typical floor flat only, without any extra cost to client. Conduit-laying must not be done in any separate manner. Wiring in refuse-area to be done as per BOQ/final-lighting-layout for the refuse-area.
- iii) From LV-DB to each TV point, whole internal cabling/wiring of Typical-Floor habitable-units (i.e. for Rooms), as per MEP consultant's drawings. LV-DB works are also in scope of electrical contractor.

#### OR

- i) From MV-DB to each electrical-point, internal cabling/wiring of Typical-Floor habitable-units (i.e. for Rooms), as per MEP consultant's drawings, with one light-point & one 6/16-amp power-point. But toilet/pantry areas of each habitableunit must be completed with its complete internal electrical distributions. MV-DB works are also in scope of electrical contractor.
- b) Providing & Laying of PVC/GI conduiting in slabs/beams/walls/floors, Underground-PVC-piping/Laying-trays/Wall-clamping, Switchboxes, Switches/Sockets/Light-holders/Fan-regulators, Wiring/Cabling, DBs & MCBs etc. complete (for MV supply lines):
  - From Common-area-panel to common-servant-toilet, compound-lights, parking-lights, stair-case-lights, lights-for-floorlobbies, terrace-lights, refuse-area-lights, meter-room-lights, cabling-for-passenger-lifts, lift-shaft-lights, lift-shaft-powersockets, lift-room-works, watchman-cabin-works, garden-area-works, Infra-lighting-works, etc. (all from Common-Area-Panel only).
  - ii) From Common-Area-Panel to Domestic & Flushing water-pump's starter-panels and from such starter-panels to waterpumps.
  - iii) From Common-area-panel to water-level-indicators in UG-Tank. & OH-Tanks. Also providing & fixing of water-levelindicators for the same.

#### D) Scope of works in Electrical-Panels:

Providing, installing, testing & commissioning of Common-area-panel & Change-over-panel, as per MEP consultant drawings & details, are also in scope of contractor. Fire-panel, Pump-panels & Lift-panel supply is not in scope of electrical contractor.

#### E) Scope of works in MV/LV electrical distribution for other general items in building:

- a) Providing, installing, testing & commissioning of all required Earthing-pits and necessary associated civil & electrical works for Domestic-meters (Meter-room), , Passenger-lifts, Fire-panel, Common-area-panel, and Sub-station, as per MEP consultant drawings & details.
- b) Providing, installing, testing & commissioning of Lightning-arrester & Aviation lighting at terrace and all necessary associated civil & electrical works including earth-pit, as per MEP consultant drawings & details.
- c) Providing & Fixing of IS: 5509 complying Fire-Retardant plywood-board and related necessary items in meter-room, panelroom & wherever required, for fixing of Fuse-units/Meters/Panels/DBs/MCCBs/MCBs, as per the specifications of powersupplying vendor.
- d) Fixing of Light/Fan fittings for Common-servant-toilets, Compound-wall, Parking-areas, Stair-cases, All-floor-commonpassage, Terraces, Refuse-areas, Meter-room, Passenger Lift-rooms, Passenger lift-shafts and as per architect's selection. Decorative lights for Compound-area, Garden-area, Gr.-floor-lobby, and All-upper-floor-lobbies, as per architect's selection. All Light/Fan/Bell/VDF/Intercom-unit fittings to be provided by client free of cost to contractor.
- e) Supplying and installing bulk-head lights in shafts of passenger-lifts and car-lifts, as per vendor's requirements.
- f) Providing, installing, testing and commissioning of Temporary-Electrification-works for Lights and Three/Single phase power-points, wherever required at site, for construction activities as directed by the Client/PMC E-I-C.

#### F) Scope of works in Security-system in building:

- a) GI-pipes/PVC-conduit in slabs/beams/walls/floors, Underground-PVC-piping/Wall-clamping, Cabling complete (for Securitysystem):
  - Providing, installing, testing & commissioning of GI-pipes/PVC-conduit, 2-Tin-copper-wire&RG6-coaxial-cable Or RG59 (4+1) coaxial cable for fixing of cameras inside passenger-lifts, ground-floor-lobby, suitable cameras at each podium-floor and suitable cameras at ground-floor.

- Providing, installing, testing & commissioning of analogue CCTV cameras. Camera locations to be provided/approved by Architect/MEP-consultant. Dome type IR camera to be fixed for building internal security system and Weather-proof IR Bullet/Pan-Tilt-Zoom IR cameras to be fixed for building external security system.
- iii) Providing, installing, testing & commissioning of an Analogue/Network DVR (Digital Video Recorder) & required no. of Samsung monitors, with 30 days storage back-up system, to be fixed at ground-floor-all-lobbies for getting monitored/viewed by security agency personnel. All above mentioned security cameras to be connected to such monitors, DVR & back-up storage along with necessary accessories complete.

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

Liaison works with relevant govt. departments/PWD for obtaining Electric-Sub-Station, Electric-Meters and approval for fixing DG Set, for building Occupation-Certificate purpose (of the capacity as required by MEP consultant) is also in scope of electrical contractor at his own cost. 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.

#### H) The expected-changes in Annexure 'A':

Contractor should take a note that if Meters being provided by the Power-Supplying agency may increase/decreases in numbers, hence BOQ mentioned in "*DG/Alternate-Power-control connections, Main-Changeover-Switch/Panel AND Other Main-MV-Panels*" AND "*Other Main-MV-Cables AND Fuse-Units/Main-MV-Circuit-Breakers*" may change accordingly. Hence, these items to be manufactured & executed ONLY AFTER getting "*PWD Substation Permission Letter*" Or/And "*PWD Meter Permission Letter*" from the client. A written approval from Nexus TD must be obtained before manufacturing & executing these items. 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 Cable requirement for STP/Lifts/Parking-Systems [mentioned in "*STP-AREA CONNECTIONS*", "*Lifts (Passenger-Lifts / Car-Lifts)*" AND "*Parking Systems (Stack-Parking / Puzzle-Parking / Parking - Tower)*"] may change from one-vedor to another-vendor. Hence, these items to be executed ONLY AFTER getting working-dwgs from the finalized vendor. A written approval from Nexus TD must be obtained before executing these items. 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.

#### I) Debit for already laid Conduits in the completed slabs:

Concealed-slab-conduiting is already completed in total slabs Cost of already completed electrical works at site will be accounted as actual This amount will be considered as "fixed cost already incurred by client" in project, for the scope of works mentioned in this tender. Hence, this amount will be debited to contractor from his finalized total contract value.

Contractor may be able to use already laid conduits for the scope of works mentioned in the tender. No further deduction will be done in any contract item/value, if such already laid Concealed-slab-conduits are used by contractor for his further work execution. However, if such already laid Concealed-slab-conduits are found choked-up anywhere, contractor to do necessary corrections for completing his scope of works, at his own cost. No extra cost will be paid to contractor on account of difficulty observed by him in opening/correcting such choked-up conduits. Contractor is expected to visit site and ascertain the already completed works from the scope of works mentioned here in the tender.

Note: For all above electrical & security-system works core-cutting and filling of cores with non-shrinkage grout (if required), anywhere, is not in scope of contractor. Client to get done core-cutting & filling at his own cost OR contractor to do so as an extraitem, 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: Contactor must do required Excavation/PCC/Chamber-making-masonry-work/Smooth-Plastering/Back-filling-of-trenches for laying his underground/ground-level cabling, at his own cost. Contractor must do required Wall-chiseling/Leaving-sleeves for his scope of electrical works, at his own cost. Properly levelled plastering over the laid wall-conduiting is in scope of civil-contractor at his underground-level cabling. own cost but electrical-contractor must provide & fix cement-mortar on full length of chiseled-walls & around switchboxes at his own cost, for fixing of his wall-conduits/switch-boxes. Any wall breaking and repair-works (of masonry-wall & plastering) for laying of electrical-lines must also be done by electrical contractor, at his own cost. Contractor must provide foam/thermocol, at no extra cost to client, for all switchboxes being provided in RCC walls/columns/beams/slabs. All chambers must be covered by electrical contractor using CI/FRP/SFRC/GRP covers with necessary frame fixing, at his own cost. Colour for chamber-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 electrical works. Hand cutting/chiseling is strictly not permitted anywhere in project.
- c) Cost of all armoured cables being laid 'unconcealed' but 'without using trays' must be inclusive of required no. of GI clamps @ 350mm c/c & GI nails etc. complete, for laying of cable thru ducts/ceiling/walls/floors.

Cost of all wires being laid using 'exposed 2mm thick HMS conduits' must also be inclusive of required no. of GI clamps @ 350mm c/c & GI nails etc. complete, for laying of cable thru ducts/ceiling/walls/floors.

If any size of cable/wire is being laid thru ground-floor flooring, cost of cable/wire must be inclusive of required size of GI pipe (to conceal the cable) and required no. of GI clamps (@ 350mm c/c) & GI nails etc. complete.

If any size of cable/wire is being laid thru flooring of typical-floor, cost of cable/wire must be inclusive of 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.

Conduits being laid inside slabs/beams (concealed conduits) must be tied to adjacent reinforcement-bars using 14-gauge GI wire (@ 350mm c/c). If any choke-up is observed in any concealed conduit, contractor is allowed to try opening it using the water-jet method only if POP/Gypsum is not done in ceiling/wall. If POP/Gypsum is already done on ceiling/wall, water-jet method MUST NOT be used to open-up the choked concealed-conduit. Contractor may use any other safe & dry method to open-up such choked points, else he must lay fresh conduit for the points thru the flooring, at his own cost. However, in all-case, Choke-ups in such concealed conduits **MUST NOT be more than 1 point per floor**. If more choke-ups are observed than the permissible qty (1 point per floor), suitable penalty to be levied to contractor. Contractor must keep one of his persons during the casting of slab/beam/column so that he can ensure quality work for concealed conduit work.

- d) After installing wall-conduits and after connecting the wall-conduits with concealed-slab-conduits (wherever it is required) contractor must pass 6mm thick Nylon-Rope-Wire thru each conduit and get it checked from Nexus engineer-in-charge. All such Nylon-Rope-Wires must be left inside the concealed conduits and must be taken out only after laying wires in the conduits. Wall-conduit laying bill will not be paid unless contractor get such verification done from Nexus site-team. MS/GI Fish-wire must not be used anywhere. Nylon-Rope-Wire to be brought by contractor at his own cost. This will not be paid as extra item.
- e) Contractor must ensure that all his cables/cable-trays (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 cable/cable-tray laid by contractor (horizontally in ceiling using the brackets/clamps) is at a height less than 2450mm from unfinished floor, contractor will have to remove the already laid cables/cable-trays and he will have to redo the cable/cable-tray 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 cable/cable-tray 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*.
- f) 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).

- g) 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. Contactor 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).
- h) 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.

- i) 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.
- j) 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.
- k) 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.
- 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.
- m) Material Receipt Register (MRR) signing: Material Receipt Register (MRR) MUST BE signed by contractor and Nexus sitein-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-Challon 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 challons.

- n) 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.
- o) 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.*

## 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 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 storerooms, 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.

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, Installation, Testing & Commissioning of Electrical system for above mentioned scope of work, is as per attached "Annexure A". The anticipated total value of work is ₹ xxxxxx/- (xxxxxxxxx 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 **duties, royalties and other govt. taxes**. Contractor shall submit his 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 xxxxxxxxx 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.<br>No. | WORK DESCRIPTION          | START DATE | COMPLETION<br>DATE |
|------------|---------------------------|------------|--------------------|
| 1.         | Starting date of work     |            |                    |
| 2.         | Completion of entire work |            |                    |

Applicable for One Year from the date of obtaining **Work-Completion-Certificate** from PMC/Client. However, if any changes in locations of electrical points or wiring 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) <u>Advance</u>: 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) <u>RA Bill Submission Process</u>:

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 contactor 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) <u>RA Bill Format</u>.

Contractor should raise the bills in PMC provided RA Bill format only.

f) Payment Follow-up:

If contractors' 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) <u>Release of Testing and Commissioning hold amount</u>.

5% amount getting hold (from each RA bill) against "Testing, Commissioning & Handing-over component" will be released to contractor only after all his scope of works (all items) are handed-over to PMC/client after the required testing.

h) <u>Final Bill</u>:

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).
- i) <u>Liaisoning amount payment</u>.

Liaisoning amounts/costs as mentioned in Annexure 'A' is indicative only. If contractor is failed to obtaining/secure the "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. However, in both the above cases contractor MUST submit the required Certificates/Forms to client/NPSPL, for obtaining the "Final Permissions/NOCs", which any work-executing/contracting agency is supposed to provide/prepare/maintain/submit for obtaining Govt. permissions/NOCs, without any extra cost to client.

# 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 Hostel**" site during his work duration.

# 18. 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.

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 Cabling/Wiring/Point-wiring works: 10% of the <u>total-material-cost</u> to be added as the "cost of material" for general consumable items like T/bends/extensions in conduits, solvents/sealants, nylon-rope-wire, sticking-tapes, clamps, hooks, lugs, glands etc., while accounting "total cost of Material Component" in any such extra-item.
- b) <u>Labour Component</u>. The direct cost of labour including any indirect charges thereon shall be considered as 25% of the total cost of materials (including consumable items, as mentioned above).
- c) <u>Overheads & Profits</u>: 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) <u>Taxes</u>: GST will only be paid extra over (d), as actual.
- f) <u>Extra Item Billing</u>: 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 to be dong in Lin(c)

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,