

JYOTI NETFLEX PROJECTS PVT. LTD

576 Bye Pass Road, Sitla Beside Reliance Market, Asansol-713325, Paschim Bardhaman, W.B

Kolkata Office: Ergo Tower Unit -1604, Block EP & GP Salt lake Sector -V, Kolkata-700091

Website : www.anandadhara.in. Email : anandadhara.asansol@gmail.com.

P-8927758026 / 9230591031

To

Date: 20-07-2019

M/S. SUPRIMO ENTERPRISES
Contractor & Developer
25, SRI RAM DHANG ROAD,
SALKIA, HOWRAH-711106

Sub : Construction with Shuttering Materials of Structure & Super Structure work of proposed (G+V) residential building 'Anandadhara' at Morichkotha, Asansol.

Contract No.: J.N.P.P.L./01/2019-20

Dear Sir,

Reference to the above & subsequent discussions we are pleased to inform that your offer for the above work as negotiated has been accepted.

The work will have to be carried out as per the works schedule terms & conditions and approval of the engineer in charge of our company.

This letter may be treated as formal work order. Please note that quality of work & timely completion will be the essence of contract.

Please confirm your acceptance by signing the duplicate copy of the letter. Copies of schedule of rate, terms & conditions are enclosed for your reference and compliance.

Thanking you,

Yours faithfully,

For Jyoti Netflex Projects Private Limited



Director

Enclosed - I. Annexure 'A' & Annexure 'B'

C.C. -II. Project Engineer J.N.P.P.L.

III. Account Department J.N.P.P.L.

R. Rakesh Rao

ANNEXURE - A

Terms & Conditions

- 1 Scope of Work : Construction of foundation-PCC, Footing, tie beam etc. upto plinth & Ground + 5 storey Residential building including RCC, Reinforcement, parapet, column, slab, beam casting, brick work, Plaster, elevation treatment, stair, stair roof, lift m/c room etc. as per drawings, specifications and direction of Architect / Engineer-in-charge.
- 2 Joint Measurement : Joint measurement of completed work will be done for finalisation of Bill
- 3 Date of Commencement of work : 01.09.2019
- 4 Time of Completion : Block- A:- 10 Months from date of commencement
Block -B:- 11 Months from date of commencement
Block -C:- 12 Months from date of commencement
- 5 Supply of Materials :
 - a) Reinforcement steel & cement, door frame, Sand, Stonechips, Bricks/ACC Blocks.
 - b) Steel & Cement shall be supplied free of cost at site including unloading charges. 3% maximum wastage will be allowed for steel & cement.
 - c) For excess of 3% consumption recovery for steel & cement at penal rate will be made @ **Rs. 50,000 /-** & **Rs. 60,000/- per M.T.** respectively.
 - d) The contractor will be responsible for storage, maintenance & security of all materials supplied to them required to execute the works.
 - e) Empty cement bags are to be returned at site. In case the empty bags are not returned **Rs. 2.00/-** (Rupees: Two only) **per bag** will be recovered from bill.
 - f) Sand, Stonechips and Bricks will be supplied free of cost
 - g) Door Frames will be supplied free of cost
- 6 Machineries/Tools & Plants : Machineries required to achieve the completion in time like Mixer machine, vibrator with needles, shall be provided by the Contractor and the Contractor will be responsible for operation & maintenance of these machineries. All tools & plants required to complete the work is to be borne by the Contractor.


R. Rajadas Rao

- 7 Site Office & Labour Hutment : The employer will arrange materials and labour cost on actual for labour hutment. The Contractor shall construct the hutment .
- 8 Infrastructure Facilities :
- a) The contractor shall make the latrine facilities for his workers at specific points . Cost of materials and labour on actual will be paid to the Contractor seperately.
 - b) The contractor shall arrange the cooking fuel if any required by his labourers.
 - c) No tree (if any) cutting within the complex is allowed.
 - d) Water connection will be given at one point with storage tanks, drums, pots etc. to meet up his requirements.
- 9 Working Guide : Drawings, specifications, relevant IS codes, norms of PWD/CPWD and direction of Architects /Consultants /Engineer-in-charge.
- 10 Idle Labour Charges : Claim for idle labour charges shall not be entertained. The agency will be required to programme the works with the approval of engineer-in-charge. In case if non supply of raw material is there ,mutually decided labour cost will be paid.
- 11 Terms of Payment : Only monthly running bills are to be prepared and submitted to site office.80% value of the bill will be paid within 7 days and balance within 28 days.
- 12 Retention Money : 2.5 % of the bill value will be deducted from every running and final bill and kept as security deposit. The same will be released at the expiry of defect liability period of 6 months after the completion of work.
- 13 Defect Liability Period :
- a) Defect liability period will be **180 days** after satisfactory completion of the work.
 - b) The agency shall be responsible for mending good any defect found within **180 days** from the completion of the work at his own cost.
- 14 Progress of Work : Time is the essence of contract. Proportionate work is to be done in proportionate time. Progress must be ensured as per approved time schedule for completion the job.
- 15 Undisciplined/Unsuitable Workers : Discipline is to be maintained at site. Any worker found undisciplined or considered unsuitable for any reason what-so-ever shall have to be replaced within 24 hours. In this regard decision of Project Manager of **JNPPL** will be final.



- 16 Labour Laws & labour Act Insurance Policy : The labour forces being directly engaged by the contractor, the question of ensuring welfare facilities to the labourers shall entirely be the responsibility of the contractor. Govt. rules regarding employment, salaries, fringe benefits etc. for the labourers to be followed by the contractor as per norms & laws of the Govt. Xerox copy of labour license is to be submitted at site office. The contractor shall make insurance policy for labourers as per Govt. rules & one photo copy of the same is to be submitted at site office. The contractor shall also indemnify the company in respect of any claim or proceedings and also in respect of any awards of compensation or damages arising there-of. The Employer shall be entitled to deduct the amount of any damage compensations, cost awards, charges or expenses arising or accrue from or in respect of any such claim or damages from any or all such due or to become due to the contractor with out prejudice to Employer's other rights in respect there of.
- 17 Design Mix : A design mix of M25 to be prepared from Jadavpur University by the contractor. Cost of preparing such design mix shall be borne by the employer. Same design mix will be used for the execution of the work.
- 18 Testing of Concrete Cubes : The agency shall organize making , curing and testing of concrete cubes in time at site. Testing cost to be borne by the Employer
- 19 Site Development : Desired site development for movement of vehicles etc. is already made.
- 20 Drawings : Working drawings will be issued to the contractor from site office. Indent for any specific drawing is to be made at least 15 days in advance.
- 21 Mode of Measurement : Unless other wise stated all the measurements will be carried out as per relevant IS codes - Payment is to be made on actual built-up floor area basis.
- 22 Access & Co-operation : The employer or his representative shall have a free access at any point of time to the working site. The contractor must arrange every facility and free access to employer or his representatives, architects, consultants to inspect the quality of workmanship, materials etc. The contractor will be required to co-operate with other contractors engaged by the employer and give him proper access and facility to carry out his job.
- 23 House Keeping : The contractor must maintain the site clean as per direction and to the requirement/desired by the employer.
- 24 Penalty/Liquidated Damages : Incase of failure on the part of contractor
a) To execute proportionate work in proportionate time.



R. Ralidas Rao

b) Non completion of work in specified time - The employer may recover 1 % of the contract value after 15 days of delay, & 2.5% of the contract value after 30 days or above of delay.

c) Employer shall have right to terminate the contract if the delay is beyond 60 days

25 Bonus

: Incase of early completion on the part of contractor

a) Early completion of work before specified time - The employer shall pay 2.5% of the contract value if the work will be completed before 30 days of the specified time, & 5% if the work will be completed before 60 days of the specified time

26 Safety

: The Contractor shall observe all safety measures under local & national law. Any consequences arising out of contractor's failure to adhere to above will be borne by the contractor & the employer will have every right to stop work on account of contractor's non-compliance with safety norms.

27 Site Acquaintance

: The Contractor has inspected the site, location & is well aware of the rules and regulation for doing this job and will not plea any ignorance later on.

28 Payable Area

: Payable area shall be calculated on the basis of the actual area of construction from outer wall to outer wall / column including all balcony / projection / elevation which shall be measured based on drawings without any deduction towards voids in lift, staircase, ducts and ramp area except Ducts bigger then 5 sq.mts are to considered while calculating Floor area. Stair roof and lift machine rooms shall be measured and paid extra at same square feet rate. The quoted rate is an average rate applicable for all floors including still floor.

29 Quoted Price

: Contractor quoted price as per annexure B shall be inclusive of supply of Shuttering materials of good quality. It also includes the cost of plant & machinery, labor, nails, shuttering Oil, binding wire expense and supervision charges to complete the work limited to the building area only including PCC, RCC, brickwork, internal and external plaster, reinforcement, shuttering.

30 Mobilization Advance

: Mobilization advance shall be paid as under phase-wise which is recovered on a pro-rata basis from each RA bill :-

Labour Mobilization : 2.5 Lac

Mobilization of Machine & Raw Material: 2.5 Lac

Mobilization of Shuttering Material: 5.0 Lac

TOTAL : 10 Lacs



K. Rakides Rao

ANNEXURE - B

1 Foundation up to Plinth

: Soling, P.C.C., shuttering, R.C.C., reinforcement, brickwork shuttering if required, back filling the foundation trenches or pits with excavated earth/silver sand (will be supplied by the employer) up to desired level below plinth & completion by soling, P.C.C., R.C.C. casting up to plinth level as per drawing & direction. Layout to be made on finished area of plinth.

2 Ground floor to final roof including Mummy room

: Slab area complete with all civil work items like brickwork (as per approved working drawing), shuttering work, reinforcement work, slab, column & beam casting work, plastering of inside & outside surfaces, frame fixing etc. complete in all respect.

| 3 | PROJECT SUMMARY | Rates |
|---|---|-----------------------------------|
| | Average Rate for all floors including Foundation slab | Rs.200.00 (Two Hundred) per sq.ft |
| | Total Payable Area | As per actual measurement |

| 4 | PAYMENT TERMS | % |
|---|---|---------|
| | Completion of all Columns | 10.00% |
| | On Completion of All RCC Work in each slab | 50.00% |
| | On Completion of Inside & Outside walls Brick Work in each slab | 15.00% |
| | On Completion of Internal Plaster in each slab | 10.00% |
| | On Completion of External Plaster | 15.00% |
| | Total | 100.00% |

| | |
|--|---------------------------------|
| U.G.R | Rs.10/- (Ten) per liter |
| O.H.R. | Rs.10/- (Ten) per liter |
| Lift Machine Room | Rs.200/- (Two Hundred)per sq.ft |
| Septic Tank | Rs.10 (Ten) per Cft |
| Parapet Wall including Elevation works | Rs.35/- (Thirty Five) per sq.ft |
| | |

Any other civil work like Drain etc. to be settled separately.