

MAHALAXMI CO-OPERATIVE GROUP HOUSING SOCIETY LTD.

Plot No-4, Sector-2, Dwarka, Phase-1, New Delhi-110075

Email ID: mahalaxmicghs@gmail.com

TENDER

**NAME OF WORK: Repairing of Mud Phaska & Water Tank Columns in
Mahalaxmi CGHS Ltd. Sector 2, Dwarka. New Delhi 110075**

(TECHNICAL BID)

MAHALAXMI CO-OPERATIVE GROUP HOUSING SOCIETY LTD.

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Email ID: mahalaxmicghs@gmail.com**TENDER****NAME OF WORK: Repairing of Mud Phaska & Water Tank
Columns in Mahalaxmi CGHS Ltd. Sector 2, Dwarka. New
Delhi 110075****CONTENTS OF TENDER DOCUMENTS**

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ACRONYMS

BG	Bank Guarantee
BIS	Bureau of Indian Standards
BOQ	Bill of Quantities
DSR	Delhi Schedule of Rates
GI	Galvanized Iron
MS	Mild Steel
NIT	Notice Inviting Tender
P/L/J	Providing/Laying/Joining
LOI	Letter of Intent
DLP	Defect Liability Period

MAHALAXMI CO-OPERATIVE GROUP HOUSING SOCIETY LTD.

Regd. Off.: Plot No-4, Sector-2, Dwarka, Phase-1, New Delhi-110075

Email ID: mahalaxmicghs@gmail.com

MCGHS/2025/T20250325

Date 25/03/2025

NOTICE INVITING TENDER

The Management Committee on behalf of Mahalaxmi C.G.H.S. Ltd Plot No.4, Sector-2, Dwarka, New Delhi-110075, invites Item Rate Tender from competent, reliable, experienced, and resourceful agencies for the work comprising of "Repairing of Mud Phaska & Water Tank Columns in Mahalaxmi CGHS Ltd. Sector 2, Dwarka. New Delhi 110075".

For details contact the office of the society at the above address.

Schedule of Events

S. No.	Event Discription	Time Line	Estimated Cost (In Lacs)	Time Allowed for completion of work
1.	Sale of Tender Document	25/03/2025 to 11/04/2025 up to 5:00 PM	Rs. 45.06	Four Months
2.	Site Visit	5/04/2025 at 11.00 AM To 04:30 PM		
3.	Pre-bid Meeting	5/04/2025 at 3.00 PM Onwards		
4.	Last Date of Receipt of Tender	12/04/2025 up to 2.30 PM		
5.	Date of Opening Technical Bids	12/04/2025 at 3.30PM		
6.	Opening of Price Bids	Will be intimated on 12/04/2025 during opening of Technical Bid		
7.	Cost of Tender	Rs. 2,000.00		
8.	Earnest Money	Rs. 91000/-		

Note

1. Validity of tender is 180 days from the date of opening of technical bid. NIT along with all the terms and conditions are available in the society's office.
2. Bidders are requested to attend opening of Technical Bid.

CHAPTER-I
INSTRUCTIONS TO BIDDERS
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INSTRUCTIONS TO BIDDERS

1. INVITATION TO TENDER

Mahalaxmi Co-operative Group Housing Society Ltd. (MCGHS), located at **Plot No-4, Sector-2, Dwarka, New Delhi-110075** (hereinafter referred to as the "**Society**"), invites tenders for the works specified in the **Notice Inviting Tender (NIT)**. Given the nature of the project, multiple activities will be executed **simultaneously**, requiring the contractor to ensure the availability of **adequate skilled labor, tools, and equipment (T&P)** to meet the project timelines efficiently. The contractor shall be responsible for **coordinating and managing resources** to avoid delays and ensure seamless execution of all tasks. Strict adherence to **quality standards, safety protocols, and timely completion** will be a key requirement of the contract.

2. SCOPE OF WORK

The scope of work includes the following activities to be carried out in all three blocks as per **BOQ (Bill of Quantities) and CPWD Specifications**:

1. Demolition & Surface Preparation

- **Demolishing** of existing **mud phaska** in terracing.
- **Chipping** of loose plaster, cement concrete, and thorough **cleaning of the surface** to ensure proper adhesion.

2. Waterproofing & Adhesive Application

- **Applying an adhesive coat** on the entire surface and on all chipped portions as per **BOQ and CPWD specifications** to enhance bonding strength.

3. Terrace Relaying & Structural Strengthening

- **Relaying of Mud Phaska** using existing **clay and tiles**, with **provision for new clay and tiles** if required.
- **Providing and fixing hard-drawn steel wire fabric** of **75x25 mm mesh** for reinforcement across all three blocks water tank columns.
- **Providing and laying SBR polymer-modified concrete jackets** (approved make, minimum 2% by weight of cement) for **structural strengthening of columns and other structural members**.

4. Masonry & Plastering Works

- **Brickwork** using **common burnt clay F.P.S. (non-modular) bricks** of class designation **7.5** in the **superstructure**.

- **15 mm thick cement plaster in 1:3 mix (cement: coarse sand)**, finished with a floating coat of neat cement on the rough side of **single or half brick walls**.
- **Repairing of plaster** on Parapets or Columns (12 mm to 20 mm thickness) to restore damaged surfaces.

5. Drainage & Finishing Works

- **Providing CC gola** and constructing **Khurras** (water drainage outlets) with **iron grating** to ensure proper water drainage and prevent leakage.

The contractor shall ensure that all work is executed with **strict adherence to CPWD norms, quality standards, and safety protocols**, ensuring durability and long-term performance.

All above are illustrative, for detail of works to be carried out, the bill of quantities (BOQ) may be referred to.

All materials provided by the contractor should be as per relevant BIS Code, technical specification and BOQ given in the tender documents. Transportation of all materials for execution of works at site shall be provided by the contractor and **nothing shall be paid on this account by the society**.

3. SAMPLE UNIT (Terrace & Water Tank Column)

Upon the award of the contract, the contractor shall be required to prepare a sample unit that includes one terrace and one water tank column. This sample unit must be completed in all respects, incorporating all necessary repairs, reinforcements, coatings, and any other specified works to ensure full functionality and compliance with the required standards within 3 Weeks from the date of placing LOI.

The purpose of this sample unit is to establish a clear benchmark for quality, workmanship, and adherence to the technical specifications outlined in the contract. It will serve as a reference point for evaluating the contractor's execution capabilities and ensuring consistency across the entire project.

Once the sample unit is completed, it will be subject to a thorough inspection by the Tender Committee and/or the designated representatives of the Society. This inspection will assess factors such as material quality, structural integrity, finishing standards, and overall adherence to the project requirements. Any necessary modifications or improvements suggested by the Tender Committee/Society must be implemented by the contractor before final approval is granted.

Only upon receiving formal approval of the sample unit from the Tender Committee/Society shall the contractor proceed with the full-scale execution of the remaining works on other terraces and water tank columns. Throughout the project, the contractor must ensure uniformity in quality, precision in workmanship, and strict compliance with the agreed-upon standards. The execution of all subsequent works shall be carried out under the continuous oversight and guidance of the Tender

Committee/Society to maintain consistency and to address any issues that may arise during implementation.

By following this structured approach, the project aims to uphold the highest standards of quality, ensuring the longevity and durability of the repairs while meeting the expectations set forth in the contract.

4. EARNEST MONEY DEPOSIT

To ensure the seriousness of the bid and financial security in the bidding process, the Earnest Money Deposit (EMD) shall be governed by the following terms and conditions:

i. Amount & Mode of Payment:

- Each bidder is required to submit an Earnest Money Deposit (EMD) of ₹ **91,000.00** along with the bid.
- The EMD shall be in the form of a **Demand Draft (DD)** drawn on any scheduled bank, made in Favor of **MAHALAXMI CGHS LTD**, payable at **New Delhi**. OR through Electronic Transfer via NEFT/ RTGS/ UPI/ QR code. (In case of electronic transfer, Society will give proper receipt of this payment made to society account. Vendor should enclose the photocopy of the same receipt, OR the statement having the transaction issued by vendor's Bank in the EMD envelope.)

Bank Details are as below:

Account Number: 520141001262129

Name: MAHALAXMI CGHS LTD MAINTANANCE ACCOUNT

IFSC Code: UBIN0904520

Branch: NEW DELHI – PALAM

- In the event that the EMD Demand Drafts expire due to unavoidable circumstances during the tender process, the bidder shall be required to submit a new Demand Draft. The previously submitted Demand Drafts will be returned thereafter.
- EMD submitted in any other form, including but not limited to cash, cheque shall not be accepted and will lead to outright rejection of the bid.

ii. Rejection Due to Non-Compliance:

- Bids that do not include the **exact EMD amount** or fail to submit it in the **prescribed format** shall be summarily **rejected** without further consideration.

iii. Submission Requirements:

- The **original Demand Draft (DD) must be submitted** in a separate sealed envelope enclosed with in the Technical Bid to the designated tender office/address as per the tender requirements.

iv. Refund & Adjustment of EMD:

- The **EMD of all unsuccessful bidders**, except the **selected bidder**, shall be refunded promptly after the tender is awarded & accepted by the successful bidder along with submission PBG.
- For the **successful bidder**, the **EMD amount shall be adjusted against the refundable Security Deposit** as per the contract terms and conditions.

v. Interest on EMD:

- No **interest** shall be payable on the **EMD or Security Deposit** at the time of refund, irrespective of the duration for which the deposit remains with the tendering authority.

5. TENDER FEE

The tender documents shall be available for collection as per the following terms and conditions:

i. Availability & Collection:

- The tender documents can be obtained from the **Society Office** on the **date and time specified** in the **Notice Inviting Tender (NIT)**.
- The documents will be issued only during the designated time frame mentioned in the NIT. Late requests for document collection shall not be entertained.

ii. Payment & Mode of Transaction:

- Bidders must pay a **non-refundable fee of ₹2,000.00** (Rupees Two Thousand only) at the time of document collection.
- Payment shall be made **digitally** at the Society Office through **QR Code/UPI or NEFT/ RTGS**.
- Society will issue proper receipt against above amount.
- No other mode of payment, such as cheque, Demand Draft (DD), or electronic transfer, shall be accepted.

iii. Non-Refundability:

- The tender document fee is **non-refundable**, regardless of whether the bidder chooses to submit a bid or not.

Bidders are advised to collect the tender documents within the stipulated period and ensure compliance with the payment terms to avoid any inconvenience.

6. TWO BIDS SYSTEM

The tenderer shall submit the offer under a **two-bid system**, comprising:

- **Part-A: Technical Bid** – This shall include all **technical details, eligibility documents, experience certificates, EMD (EMD shall be enclosed in separate sealed envelope inside the technical bid envelop), and compliance with tender specifications** as required.
- **Part-B: Financial Bid** – This shall contain the **pricing details, bill of quantities (BOQ), and financial offer** for the execution of the work.

Both bids shall be **submitted separately** in sealed envelopes, clearly marked as "**Technical Bid (Part-A)**" and "**Financial Bid (Part-B)**", and then enclosed in a **single separate sealed envelop** before submission. The **Technical Bid** will be evaluated first only for those whose EMD is found appropriate, and only technically qualified bidders will have their **Financial Bids** opened for further consideration.

Bid Part-A: (Technical)- Sealed Cover

Bid Part-A shall contain documents providing details of the eligibility criteria as specified in Annexure-I.

Annexure-I

- EMD in sealed envelop.
- Copy of PAN card.
- Copy of GST Registration Certificate** along with the **latest GST return filing proof**.
- Copy of Work Registration Certificate.
- Undertaking on Contractor's Letterhead** (as per **Annexure-II**) confirming that the bidder has **not been debarred/blacklisted** as of the date of submission by any government organization, department, or agency.
- Undertaking for confirmation of knowledge of tender document / consent on extension of validity as per Annexure III.**
- The eligible contractor must have satisfactorily executed building works/ water, sewer piping works/ building repair works as mentioned below, in the last 5 (Five) years ending the last day of the month previous to one month in which the tender is invited. The tenderer must also provide details such as address and contact number of the person, where works executed and satisfactorily completed the works by him in support of his tender as mentioned in **annexure xiv**.
 - One similar building works/ water, sewer piping works/ building repair works of each work cost not less than the amount equal to 80% of estimated cost put to tender or more.

OR

- Two similar building works/ water, sewer piping works/ building repair works of each work costing not less than the amount equal to 50% of estimated cost put to tender or more.

OR

- Three similar building works/ water, sewer piping works/ building repair works of each work costing not less than the amount equal to 40% of estimated cost put to tender or more.
- h. **Cost Adjustment for Inflation** – The value of executed works shall be adjusted to the **current cost level** by enhancing the actual value of work at a **simple annual rate of 7%**, calculated from the **date of completion** to the **last date of submission of tenders**.
 - i. **Financial Stability** – The bidder should not have incurred a **net loss (profit after tax should be positive) in more than two years** during the last **five consecutive balance sheets**, duly verified and **audited by a Chartered Accountant**.
 - j. **Receipt of payment of Tender Fee issued by the society office**

Bid Part-B: Financial Bid (Sealed Cover)

i. **Bid Part-B** of the tender shall consist of the **tender form and the Bill of Quantities (BOQ)**. Bidders are required to fill all columns of the price bid accurately. The **financial bids** will be opened only for those tenderers whose bids are found to be **substantially responsive** to the **Notice Inviting Tender (NIT), any addendum, and pre-bid clarifications** issued by the Society, and who are technically qualified as per the evaluation criteria.

ii. The tender will be received on the date and time mentioned in the NIT. **Bid Part-B** shall be opened only after the technical evaluation is completed and only for those bidders who fulfill the eligibility criteria and have submitted all required documents in **Bid Part-A**.

iii. **Deviation from the Eligibility Criteria as per Annexure I And / OR Conditional tenders, shall be summarily rejected.**

iv. The **Financial Bid (Part-B)** shall be submitted in a separate sealed envelope, clearly marked as "**Financial Bid - Part-B**". It must be submitted along with the Technical Bid (Part-A) in a third sealed envelope. The bidder's name shall be mentioned on both the **Technical Bid (Part-A) and Financial Bid (Part-B)** envelopes. These two envelopes shall be placed inside a third sealed envelope, which must be labelled with the Name of Work "**BID for Repairing of Mud Phaska & Water Tank Columns in Mahalaxmi CGHS Ltd.**" along with bidder name and address.

v. The bidder shall submit an **undertaking** confirming that they have read, understood, and agreed to all terms and conditions mentioned in the **NIT, Technical Specifications, Additional Conditions of Contract (if any), General Conditions of Contract, Important Definitions, and Safety Code, as per Annexure-III**. This confirmation acknowledges that these conditions shall form an integral part of the contract agreement executed with the selected contractor.

7. CORRECTION OF ERRORS

1. **Marking and Certification:**

- Any **corrections, alterations, or cuttings** made in the tender document must be **clearly marked and initialled** by the authorized signatory of the bidder.
 - Each correction should be **legible** and must not create ambiguity in the bid submission.
2. **Prohibition of Overwriting:**
- **Overwriting, illegible corrections, or tampering** with the tender document shall **not be permitted**.
 - Any **uncertified or unauthorized alterations** may result in the **rejection of the bid** without further consideration.
3. **Bid Rejection Criteria:**
- If any **corrections or modifications** are found without proper **authentication (initial/signature of the bidder)**, the tendering authority reserves the right to **disqualify** the bid.
 - **Incomplete or ambiguous alterations** affecting bid clarity may lead to the **outright rejection of the tender**.

Bidders are advised to carefully review their submissions and ensure compliance with the above requirements to avoid disqualification.

8. SUBMISSION OF TENDER

The tenders shall be submitted in person or through an authorized agent/representative of the tenderer, at the office of Mahalaxmi Apartment as per the time schedule mentioned in the Notice Inviting Tender (NIT).

Bidders shall be deemed to have **read and understood** the **drawings, specifications, clauses, and conditions** stated in the tender documents before quoting their rates. No claims shall be entertained on account of **any omission or oversight** in the tender documents.

Prior to submission, bidders are strongly advised to carefully review the **eligibility criteria, terms and conditions, and technical specifications** mentioned in the tender documents. The **complete tender document** is available in the society office and shall be uploaded on the official website of the society. (<https://mahalaxmicghs.com/>)

9. VALIDITY OF TENDER

Validity Period:

- The **rates quoted** in the tender shall remain **firm and valid for a period of 180 days** from the **last date of submission** of the tender, as specified in the **Notice Inviting Tender (NIT)**.

No Modification or Revision:

- No **request for revision, modification, or withdrawal** of the quoted rates shall be entertained after the submission of Tender.
- Any attempt to alter the quoted rates **after submission** may result in the **rejection of the bid** and potential **blacklisting** of the bidder for future tenders.

Extension of Validity:

- If required, the validity period may be **extended beyond 180 days**.
- The Society reserves the right to extend the validity by maximum 60 days, under exceptional circumstances, beyond the period of 180 days.
- The bidder shall confirm their acceptance of such an extension in writing as per **Annexure III** if requested by the Tender Committee/Society.

10. COMPLETION PERIOD

The completion period for all works under this contract shall be **4 months (This also includes sample units)**, commencing from the **10th day** after the issuance of the **Work Order** or from any other date **specifically mentioned in the contract**. The contractor shall ensure timely execution of all activities as per the agreed schedule.

11. ONE BID PER BIDDER

1. Single Bid Submission:

- Each **bidder is permitted to submit only one bid** for the tender.

2. Prohibition of Multiple Bids:

- Submission of **multiple bids** by the same bidder, either:
 - **Individually, or**
 - **In association with another entity (joint venture, consortium, or partnership)**
 shall result in **immediate disqualification** from the tendering process.

3. Disqualification & Rejection:

- If a bidder is found to have submitted **more than one bid**, all bids submitted by them shall be **summarily rejected** without further consideration.
- The bidder may also face **blacklisting** from future tenders issued by the Tender Committee/Society.
- EMD Deposited may be forfeited.

Bidders are advised to strictly comply with this provision to maintain fairness and transparency in the bidding process.

12. FORFEITURE OF EARNEST MONEY

If, after the **opening of the tender**, the contractor **withdraws or modifies** the bid before the expiry of the **tender validity period** (including any extended validity period), or if, after the **award of work**, the contractor **fails to sign the contract, commence the work within the stipulated time, or submit the Performance Bank Guarantee (as per the prescribed format in Annexure-VI) within the deadline specified in the tender documents**, the **Society shall have the full right to forfeit 100% of the Earnest Money Deposit (EMD) absolutely**, without any further notice or claim from the contractor. Forfeiture of earnest money may also take place as per the clause 11(3).

13. PRE-BID MEETING

- i. A **pre-bid meeting**, open to all **prospective bidders** who have **purchased the bidding documents**, is scheduled to be **held at the Society Office on 05/04/2025 at 3:00 PM** onwards in the meeting room of the Society. Any **change in the date or time or place** of the pre-bid meeting shall be **notified to the bidders at least three (3) days in advance**.
- ii. The purpose of this meeting is to **provide clarifications and address queries** related to any aspect of the **bidding document**.
- iii. The bidder is requested to submit queries in writing or e-mail (mahalaxmicghs@gmail.com) to reach the society office not later than 2 (two) days before the meeting, as per **Annexure-IV**.
- iv. The Tender Committee will prepare the minutes of Pre-Bidding meeting, which will be circulated to all the bidders by email.

14. CONFIDENTIALITY

- i. Any attempt by a **bidder to influence the Tender Committee/Society** during the process of **examination, clarification, evaluation, or comparison of bids**, or in decisions regarding the **award of contract**, may lead to the **rejection of the bidder's submission**.
- ii. All **documents, correspondence, decisions, and any other matters** related to the contract shall be considered **confidential and restricted**. The **contractor/successful bidder** shall not **disclose or grant access** to any **unauthorized person** without prior **written consent** from the Society. Violation of this confidentiality clause may result in **penalties, contract termination, or legal action** as deemed appropriate by the Society.

15. OPENING AND EVALUATION OF TENDER

The society Managing Committee (MC) has constituted a Sub-Committee to be referred as **"Tender Committee"** which will open the bids as per the specific programme in the

office as mentioned in the tender notice in the presence of intending bidders, or their authorized representative, who choose to remain present on the opening day at the schedule time. In case the bidder himself is not present at the time of opening of Tender, the bidder's authorized representative may attend the opening event by producing authorization letter in original as per **Annexure VII**. Following procedure will be adopted for opening of tender.

- a. First the envelope of Technical Bid will be opened.
- b. If EMD found in the Technical Bid Envelop passes through the process of verification and scrutiny, and is in order, then Technical Bid will be evaluated.
- c. The Society if needed, will obtain clarification by requesting such information from any or all tenderers in writing/e-mail as may be necessary.
- d. The bidder will not be permitted to change the substance of his bid/tender after it has been opened. Non-compliance with this provision within prescribed time could be a cause for disqualification.

In comparing the tender, the society will consider such factor as compliance with the tender specification, past experience, and bidder's capacity to perform shall form the basis for evaluation of Technical Bid. In addition, specific aspects, if any, mentioned elsewhere in the Tender specifications will also be considered.

BID Evaluation Process

Negotiation Process – After opening of financial bids of qualified bidders, a comparative chart will be prepared for all the bidders with marking L1, L2, L3 and so on. Tender committee shall do further negotiation with lowest three bidders (L1, L2, L3) in the best interest of the society.

- The committee **can negotiate with L1 (lowest bidder), L2 (second lowest), and L3 (third lowest) bidders** to get the most favourable terms.
- However, the **L1 bidder must be given the first opportunity** to match any revised terms.
- If the **L1 bid is abnormally low** and does not seem viable, the committee can **negotiate with L2 or L3**.

The society reserves the right to reject any or all the tenders without assigning any reason.

16. BID PRICES

- i. The contract shall be based on the unit rates / prices submitted by the bidder.
- ii. The bidder should quote his rates for each item, failing which the bid is liable to be rejected.
- iii. The bidder shall fill in rates and prices for all items of work described in the bill of

quantities including GST and all other taxes.

- v. Any bid which proposes any alteration in the work specified in the said form or bidding documents, conditions of any sort including conditional rebates will be summarily rejected.
- vi. In event, no rate has been quoted for any item(s) leaving space both in figure(s) and word(s) and amount blank, it will be presumed that the contractor has included the cost of this/these items in other items and rate for such item(s) will be considered as zero and work will be required to be executed accordingly.
- vii. The Tender Committee will examine the bids to determine whether they are complete, whether any computational errors have been made, whether required information have been provided as underlined in the bid document, whether the documents have been properly signed, and whether bids are generally in order. Arithmetical error will be rectified on the following basis. If there is a discrepancy between unit price and the total price that is obtained by multiplying the unit price and quantity, the unit price shall prevail and total price shall be corrected. If the bidder does not accept the correction of the errors, its bid will be rejected. If there is discrepancy between words and figures, the amount in the words will prevail. different rates quoted in figures and words, the rates corresponding to amount shall be considered. However, if amount worked out does not tally with the rates in words and figure or amount has not been worked out in that case rate quoted in words shall be considered.

17. AWARD OF CONTRACT

The contract shall be **awarded to the bidder** whose tender is **adjudged to be in the best interest of the Society**, in accordance with the **tender specifications** and evaluation criteria.

The successful bidder shall be required to submit the following documents before the award of work:

- **Constitution of the firm** (Proprietorship, Partnership, or Company registration documents).
- **Partnership Deed, if applicable.**
- **Power of Attorney of the authorized representative signing the contract documents.**
- **Non-Judicial Stamp Paper of ₹100/-**, as applicable, for the execution of the contract agreement. (Stamp papers shall be in the name of both Vendor and the Society)

The **authorized representative** of the successful bidder shall personally present himself at the Society Office, along with the necessary **seal/stamp**, for the **signing of contract documents** as per the prescribed procedure.

18. DOCUMENTS

Bidders shall **carefully examine** the tender specifications and fully acquaint themselves with **all conditions and factors** that may **affect the execution of work or its cost**. It is the responsibility of the bidder to ensure complete understanding of the scope, terms, and requirements before submitting their bid.

If a bidder identifies any **discrepancies, omissions, or ambiguities** in the tender specifications or is **uncertain** about their interpretation, they must **immediately** seek clarification from the **Tender Committee** before the **scheduled date of the pre-bid meeting so as to address the issues raised among all bidders who prefer to attend this meeting**. Any **clarifications, modifications, or interpretations** issued in response to such queries shall be formally communicated to all bidders through an **addendum**, which shall become an integral part of the tender document.

Society reserves the right to cancel the work order in case of failure of bidder to meet the time and quality specifications and may transfer the order to any other qualified bidder.

19. CLARIFICATION OF BIDDING DOCUMENTS & PRE-BID MEETING

Submission of Clarification Requests:

- Any prospective bidder requiring **clarification** regarding the bidding documents shall submit a **written request** to the **Society** within the **timeframe specified** in the **Notice Inviting Tender (NIT)**.
- Requests must be made in a **clear and precise manner**, specifying the relevant section(s) of the tender document for which clarification is sought.
- All such clarifications will be **addressed in the pre-bid meeting**

Response from the Society:

- The **Society shall provide a response** to all clarification requests, ensuring that **timely and accurate information** is communicated to the bidder.
- All clarifications shall be **officially documented and issued** through an **addendum or written communication or email** to ensure uniformity in interpretation.

Integration into Bidding Documents:

- Any **clarification or modification** issued in response to bidder queries shall become an **integral part of the bidding documents**.
- Bidders shall be required to **acknowledge and comply** with the clarifications provided, as they hold the same validity as the original tender conditions.

20. AMENDMENTS OF BIDDING DOCUMENTS

Authority to Modify:

- At any time prior to the **deadline for submission of bids**, the **Society** may, at its own initiative or in response to a **clarification request** from a prospective bidder, modify the **bidding documents** by issuing an official **clarification or corrigendum**.

Communication of Corrigendum:

- Any **corrigendum, amendment, or clarification** issued shall be **officially communicated** to all prospective bidders via **email** or any other official communication channel specified in the **Notice Inviting Tender (NIT)**.
- The **Society shall ensure transparency and uniformity** by providing the same information to all bidders, preventing any misinterpretation or advantage to specific participants.

Extension of Bid Submission Deadline:

- To allow bidders sufficient time to assess and incorporate the implications of the corrigendum into their bid preparation, the Society may, at its discretion, **extend the deadline for bid submission** as per **Clause 13** of this chapter.
- A **minimum period of five (5) days** shall be provided to bidders to review, analyze, and implement necessary modifications in response to the corrigendum before submission.

21. LANGUAGE BID

Official Language Requirement:

- The **bid**, along with all **correspondence, documents, and communications** exchanged between the **bidder and the Society**, shall be written **exclusively in the English language**.

Translation of Documents:

- If any document is **submitted in a language other than English**, it must be **accompanied by a certified English translation**.
- The translation must be carried out by a **recognized translation agency or certified translator**, ensuring accuracy and compliance with the original document.

Resolution of Discrepancies:

- In case of any **discrepancies, inconsistencies, or conflicts** between the original document and its English translation, the **English version shall prevail**

and be considered as the authoritative reference for all interpretations.

22. COST OF BIDDING

Bid Preparation Expenses:

- The **bidder shall bear all costs and expenses** related to the **preparation, documentation, and submission** of the bid.
- These expenses include, but are not limited to:
 - **Site visits and inspections**
 - **Feasibility assessments and technical evaluations**
 - **Administrative and documentation charges**
 - **Consultation fees for technical or legal advisory**
 - **Any other incidental expenses incurred during the bidding process**

No Liability of the Society:

- The **Society shall not be responsible or liable** for any **costs or expenses** incurred by the bidder at any stage of the bidding process.
- This applies **irrespective of the conduct, modification, postponement, cancellation, or outcome** of the bidding process.

No Claims for Reimbursement:

- Under no circumstances shall the **Society entertain any claim for reimbursement, compensation, or cost recovery** from the bidder.
- Bidders are advised to assess all associated costs before participating in the tender to avoid any financial implications.

The bidders will quote their rates including all taxes and GST in INR.

23. SITE VISIT

The **bidder** is strongly advised to **visit, inspect, and thoroughly examine** the site of work, its surroundings, and any existing structures or facilities that may affect the execution of the contract. The purpose of the site visit is to enable the bidder to **fully understand** the nature and scope of the work, assess potential challenges, and gather all relevant information necessary for **accurate bid preparation** and **effective execution** of the contract.

During the site visit, the bidder shall **assess and verify** various factors, including but not limited to:

- **Existing site conditions**, accessibility, and available working space.
- **Topographical features**, drainage patterns, and terrain challenges.
- **Availability of utilities** such as water supply, electricity, and storage areas.

- **Restrictions and limitations**, if any, such as safety regulations, environmental concerns, or municipal guidelines.
- **Coordination requirements** with residents, neighbouring properties, or third-party service providers.
- **Logistical considerations**, such as material storage, equipment movement, and labour deployment.

The **cost of the site visit** shall be entirely borne by the **bidder**, and the Society shall not be liable for any expenses incurred in this regard. Bidders must **obtain prior permission** from the **Society Office** before visiting the site in case of visiting the site on any other date or time than given in the tender page 3 (**NIT**). Site visits shall be permitted **between 10:00 AM and 1:00 PM** on any **working day**, except **Wednesday**, starting from the **date of tender publicity** until **one day before the last date of tender submission**.

Failure to visit the site shall not be considered a valid reason for any claims, requests for additional compensation, or modifications to the contract terms at a later stage. The bidder shall be solely responsible for **ensuring that all site-specific factors are accounted for** before submitting the bid.

Note: - **If there are varying or conflicting provisions made in any one document forming part of contract, the society shall be the deciding authority with regard to the intention of the document and its decision shall be final and binding on the contractor.**

Address For Correspondence

Any Correspondence pertaining to tender will be addressed to society at the address given below.

President,
Mahalaxmi Co-operative Group Housing Society Ltd.
Plot No-4, Sector-2, Dwarka, Phase-1,
New Delhi-110075.
Tel -011-45097203

CHAPTER-II
GENERAL CONDITIONS OF CONTRACT

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General Conditions of Contract

Clauses

1. DEFINATION

- **"Contract"** refers to the **governing conditions, technical specifications, drawings, price bid of quantities, letter of acceptance, and contract agreement** that collectively define the rights and obligations of the parties involved.
- **"Contractor"** means the **person(s), firm, or company** whose bid has been **accepted by the Society**, and includes the contractor's **personal representative(s), successor(s), or permitted assigns**.
- **"Committee"** refers to the **Tender Committee** formed by the **Management Committee of the Society**, with the **approval of the Annual General Body of Mahalaxmi CGHS Ltd.**
- **"Commencement Date"** is the **date on which the work begins**, which shall generally be the **10th day from the issuance of the work order**, unless otherwise specified in the contract.
- **"Completion Date"** refers to the **actual date of completion of the works**, as officially recorded by the **Society** upon final inspection and approval.
- **"Contract Price"** means the **agreed amount** for the **execution of works**, as stated in the **Letter of Acceptance/Work Order**, including any **adjustments** made in accordance with the contract clauses.
- **"Letter of Acceptance"** is the **formal letter issued by the Society** (or a designated person) to the contractor, **conveying the acceptance of the bid**, subject to any **reservations or modifications mutually agreed upon**.
- **"Letter of Intent"** is the **formal letter issued by the Society** (or a designated person) to the contractor, **indicating the Society's intention to award the contract**, subject to any reservations or modifications mutually agreed upon.
- **"Specification"** refers to the **detailed technical specifications** of the work included in the contract, along with any **approved modifications or additions** made by the Society during the contract period.
- **"Site"** means the **specific location(s)** provided by the **Society** where the **contracted works are to be executed**.
- **"Additional Conditions of Contract"** refers to the **terms and conditions** that set out the **rights and obligations of the parties**, specific to the particular contract, or

required due to the **nature of the work**. These form an integral part of the contract and are **laid out in Clauses 1 to 19** of chapter 3 of this agreement.

- **"Stipulated Date of Completion"** is the **scheduled date for completion** of the works, as mentioned in the **Work Order**.
- **"Society"** refers to **Mahalaxmi CGHS Ltd, Dwarka, New Delhi**, including its **successors, legal heirs, representatives, executors, and assignees**.
- **"Management Committee"** refers to the **governing body** of the **Co-operative Society**, responsible for managing its affairs in accordance with the applicable laws and regulations.
- **"MCGHS"** refers to **Mahalaxmi Co-operative Group Housing Society (Regd.)**, which is **registered under the Delhi Co-operative Society Act, 2003**, including any amendments made thereafter.
- **"President"** means the **President of Mahalaxmi Co-operative Group Housing Society**, including his **successors** in office.
- **"Tender Committee"** is the **committee constituted with the approval of the General Body**, by the **Management Committee of the Society**, for evaluating and awarding the tender.
- **"Block/ Blocks"** is the **designated name in the society which has three buildings named as Block A, Block B and Block C. together all will be names as blocks**.
- **"Stipulated Period of Contract"** means the **total duration allotted** for the **execution and completion of the contract**, starting from the **Commencement Date** and ending on the **Stipulated Date of Completion**.
- **"Defect"** refers to **any part of the work that is incomplete or has deficiencies** as per the contract specifications, either during execution or within the **Defect Liability Period**.
- **"Defect Liability Period"** refers to the **duration following the completion of works**, during which the contractor is responsible for **rectifying defects**, as specified in **Clause 41** of this contract.
- **"Parties"** refers to the **Society through its president and the Contractor**, individually or collectively, as per the context of the agreement.
- **"Physical Completion"** means that **all works have been executed as per contract specifications** and are **ready for use** in their intended purpose.
- **"CPWD"** means **Central Public Works Department**, which provides the **standards, guidelines, and specifications** applicable to this contract.

2. INTERPRETATION

In the context of this contract, words imparting the **singular** shall be deemed to include the **plural**, and words referring to the **masculine gender** shall also be interpreted to include the **feminine gender**, and vice versa, wherever applicable. The usage of **headings and subheadings** within this document is solely for reference and convenience purposes, and they shall not be considered as having any **legal or contractual significance** in determining the rights, obligations, or interpretations of any clause. Unless specifically defined otherwise, all words and phrases used in this contract shall be **understood and interpreted in their conventional and generally accepted meanings** in the English language, as per the context of their application.

Furthermore, the contractor shall **exercise due diligence** in reviewing all contract documents before commencing the work and shall not take advantage of any unintended omission or ambiguity for claims or deviations from the agreed contract scope. The Society's decision regarding **interpretation, correction, or modification** shall be **final and binding** on the contractor.

3. PRIORITY OF CONTRACT DOCUMENTS

The documents forming the contract are to be taken as mutually explanatory of one another. For the purpose of interpretation, the priority of the document shall be in accordance with the following sequence:

- a Letter of Intent.
- b. Contract Agreement.
- c. Work Order.
- d. Correspondence between parties.
- e. Corrigendum/Addendum issued including bidder's queries.
- f. General Conditions of Contract.
- g. Additional Conditions of Contract.
- h. Technical Specifications.
- i. Accepted Bid.
- j. Instruction to Bidder.
- k. NIT or any other document.

4. SIGNING OF CONTRACT

The **contract agreement** between the **Society through its President and the Contractor** shall be **signed by both parties within 10 (Ten) days** from the date of issuance of the **Work Order**.

This signing formalizes the agreement and ensures the commencement of work as per the terms and conditions specified in the **tender documents, work order, and contractual clauses**.

In the event that the **contractor fails to sign the contract** within the stipulated **10-day period**, the Society shall have the full right to **forfeit the Earnest Money Deposit (EMD)** submitted by the contractor. The forfeiture of EMD shall be **automatic and non-contestable**, and the contractor shall have **no claim or right to seek a refund or compensation** for the forfeited amount. The Society shall then have the discretion to take further action, including but not limited to:

1. **Awarding the contract to the next selected bidder** or calling for a fresh tender.
2. **Blacklisting or debarment of the contractor** from participating in future tenders issued by the Society.
3. **Recovering any additional costs incurred** due to delays caused by the contractor's failure to sign the contract.

Furthermore, in accordance with **Clause 09** of this contract, if the contractor **fails to sign the contract within the stipulated time**, the Society shall also have the right to **forfeit the Performance Bank Guarantee (PBG)** submitted by the contractor. The Performance Bank Guarantee serves as a security for the faithful execution of the contract, and its forfeiture shall act as a penalty for the contractor's **non-compliance and failure to meet contractual obligations**.

Before proceeding with the forfeiture of the **Performance Bank Guarantee**, the Society shall issue a **10 (Ten) days' notice** to the contractor, informing them of the impending forfeiture and granting an opportunity for compliance. If the contractor **still fails to sign the contract within the notice period**, the **forfeiture of the Performance Bank Guarantee shall be executed without any further recourse or claim from the contractor**.

This provision ensures that the contractor adheres to the contractual commitments in a timely manner and that the Society is **protected from any undue delays, financial losses, or operational disruptions** arising from the contractor's non-compliance.

5. COMMUNICATION

All **notices, communications, references, and representations** exchanged between either party under this **Contract** shall be made **strictly in writing**. Any verbal instructions, discussions, or informal communications shall not be considered **valid or legally binding** unless confirmed in writing.

All written communications shall be **duly signed** by the authorized representatives of the respective parties and shall be sent via **registered post, courier, email, or hand-delivery with acknowledgment receipt** to ensure proper documentation and record-keeping.

6. LANGUAGE & LAW

i. The **contract documents** shall be prepared and executed in **English**. All **correspondence, submissions, and documents** related to the bids shall be in **English**. Any **supporting documents** that are printed, handwritten, or otherwise produced must also be in **English**. If any document is in a language other than English, it must be accompanied by a **certified English translation**, which shall prevail in case of any disputes regarding interpretation.

ii. This **contract shall be governed by the laws of India** and shall be subject to the exclusive jurisdiction of the **courts in Delhi**. Any **dispute, claim, or legal proceedings** arising out of or in connection with this contract shall be **exclusively resolved within the territorial jurisdiction of Delhi courts**.

iii. The **contract documents** forming part of the agreement shall be considered **mutually explanatory** to each other. However, in the event of any **ambiguities, discrepancies, or conflicts** between documents, the documents shall take **precedence** in the order in which they are set out in the **Proforma of Agreement (Annexure-V)** and as defined under **Clause 3 of this chapter**. The interpretation provided by the **Society** in such cases shall be **final and binding**.

7. INSTRUCTIONS IN WRITING

All **instructions, directives, and communications** issued by the **Tender Committee/Society** shall be conveyed **exclusively in writing** or through **email**. Verbal instructions shall **not be considered valid or binding** unless confirmed in writing. The contractor shall be required to **acknowledge receipt** of all such written instructions and comply accordingly.

8. CONTRACT AGREEMENT

The **contractor**, when called upon, shall be required to **enter into and execute the contract agreement** as per the format provided in **Annexure-V**. The **agreement shall be prepared and completed at the contractor's own cost**, incorporating any **necessary modifications** as deemed appropriate by the **Society**. The contractor must ensure timely compliance with this requirement to avoid any delays in the commencement of work.

9. PERFORMANCE BANK GUARANTEE

To ensure the **proper performance and execution** of the contract, the **contractor** shall furnish an **Irrevocable Performance Bank Guarantee (PBG)** amounting to **5% (Five percent) of the total tender amount**, in addition to any other deposits required under the contract. This **Performance Bank Guarantee** shall serve as a **financial security** to guarantee the contractor's **faithful execution of work** as per the agreed terms and conditions of the contract.

The contractor shall be **required to submit the Performance Bank Guarantee within 10 (Ten) days** from the **date of issuance of the Letter of Intent (LOI)**. The **PBG must be issued by a**

scheduled bank in NCR, in the prescribed format provided in Annexure-VI. The Performance Bank Guarantee shall be in favor of the Society and must be enforceable on demand without any conditions.

The Society shall issue the work commencement order only after receiving the Performance Bank Guarantee in the specified format. If the contractor fails to submit the PBG within the stipulated time, the Society shall have the full right to forfeit the Earnest Money Deposit (EMD) without any further notice. In such a case, the Society shall also reserve the right to:

- 1. Terminate the award of work and reallocate the contract to another bidder.**
- 2. Recover damages incurred due to non-compliance by the contractor.**
- 3. Blacklist the contractor from participating in future tenders issued by the Society.**

The Performance Bank Guarantee shall initially be valid up to the stipulated date of completion of the contract. Additionally, it must remain valid for a minimum of 60 (Sixty) days beyond the completion date.

If required, the contractor shall extend the validity of the Performance Bank Guarantee as per the directions of the Society. Failure to extend the validity upon request shall result in the Society exercising its rights to invoke the PBG and recover any losses incurred.

Before proceeding with the forfeiture of the Performance Bank Guarantee, the Society shall issue a 10 (Ten) days' notice to the contractor, informing them of the impending forfeiture and granting an opportunity for compliance. If the contractor still fails to sign the contract within the notice period, the forfeiture of the Performance Bank Guarantee shall be executed without any further recourse or claim from the contractor.

This clause ensures financial security, contractor accountability, and uninterrupted execution of the project as per the agreed terms.

10. SECURITY DEPOSIT

i. **A Security Deposit shall be deducted at the rate of 5% of the gross amount from each running bill and the final bill until the total deducted sum, amounts to 5% of the total contract value. These deductions shall be held by the Society as Security Deposit, which shall be in addition to the Performance Bank Guarantee (PBG) submitted by the contractor.**

ii. **The Security Deposit deducted from the bills may be released against a Bank Guarantee issued by a scheduled bank in NCR for the equivalent amount of the Security Deposit. The validity of this Bank Guarantee shall be for a minimum period of one (1) year besides one month notice period, with an option for extension if required by the Society / Tender Committee. The contractor shall bear any associated costs for obtaining the Bank Guarantee.**

iii. Any **compensation, penalty, or sum of money** payable by the contractor under the terms and conditions of the contract, or any amount that the **Society is required to pay on behalf of the contractor** for any reason whatsoever, may be **deducted from the Security Deposit**. If the deductions exceed the available Security Deposit, the contractor shall be liable to **pay the balance amount immediately upon demand by the Society**.

11. REFUND OF SECURITY DEPOSIT

The **Security Deposit** shall be **refunded to the contractor** only upon certification by the **Tender Committee/Society**, confirming that **all terms and conditions** of the contract have been **duly and faithfully fulfilled** by the contractor. The refund shall be processed **only after the successful completion of the Defect Liability Period (DLP)** as specified in **Clause 41** of this contract.

The **Society shall ensure that no outstanding defects, pending obligations, or contractual liabilities** remain before approving the release of the Security Deposit. **No interest shall be payable** on the Security Deposit for the duration it remains with the Society.

12. MATERIAL SUPPLIED BY THE CONTRACTOR

The **contractor** shall, at **his own expense**, procure and provide **all materials** required for the execution of the works. All materials supplied by the contractor shall strictly **conform to the specifications** laid down or referred to in the **contract documents**.

The contractor shall be responsible for ensuring that all materials meet the **quality standards and technical requirements** specified. Upon request, the contractor must **furnish proof** of compliance, such as **manufacturer's test certificates, third-party test reports, or any other documentary evidence**, to the **satisfaction of the Tender Committee/Society**.

The Society reserves the right to **inspect, test, and reject** any material that does not meet the **approved standards**, and the contractor shall be responsible for replacing such materials **at his own cost without any claim for compensation or extension of time**.

13. EXECUTION OF WORK

i. Employment of Skilled and Qualified Personnel

The **contractor** shall be responsible for engaging and deploying only **qualified, skilled, and experienced technical personnel** for the proper execution of work. The **technical team** shall include professionals who have adequate knowledge and expertise in their respective fields, ensuring compliance with the contract's specifications.

The **contractor's supervisory staff** must be **competent, well-trained, and capable of overseeing the work effectively**, ensuring that all construction activities are carried

out as per the prescribed standards and guidelines. The Society/Tender Committee reserves the right to **verify, assess, and approve the technical qualifications** of the contractor's supervisory staff. If the Society finds that any personnel do not meet the required qualifications or are incapable of effectively performing their duties, the contractor shall be required to **immediately replace them** with suitably qualified personnel **without any additional claims for costs or time extensions**.

Additionally, the contractor shall employ an **adequate number of semi-skilled and unskilled labourers** as required for the **smooth and timely execution** of the work. The labour force should be **sufficiently trained and competent** to handle the required tasks efficiently, ensuring adherence to safety regulations and construction best practices. The contractor shall be fully responsible for the **welfare, wages, and legal compliance** related to the engagement of labour.

ii. Compliance with Technical Standards and Specifications

The contractor shall ensure that all work is executed **with precision and utmost care**, adhering strictly to the **approved technical specifications** and relevant **Bureau of Indian Standards (BIS) codes**, as referenced in the contract documents. In cases where specific technical specifications are **not mentioned** in the contract, the work shall be carried out in accordance with **BIS codes and CPWD (Central Public Works Department) specifications**, which shall serve as the standard guidelines for execution.

The contractor shall also be responsible for **maintaining high standards of workmanship, quality control, and safety measures** throughout the execution of work. Any materials, tools, or methods that **do not meet the prescribed standards** shall be **rejected**, and the contractor shall be required to **replace or rectify such deficiencies at their own expense**.

All work must be **systematically documented**, including proper record-keeping of **material testing reports, work progress reports, and compliance records**. The **Society/Tender Committee** may conduct **random quality inspections** at any stage of the project, and the contractor shall be required to **address any deficiencies or corrective actions** as directed.

iii. Order of Work Execution and Adherence to Society's Directions

The **order and sequence** in which the work is executed shall be **subject to the approval and direction of the Society**. The Society, in consultation with the Tender Committee, may issue **specific instructions regarding the sequence of tasks, material procurement schedules, site logistics, and other operational aspects**. The contractor shall comply with these instructions to ensure **efficient execution and coordination** of all activities.

However, any such **approval, guidance, or instruction from the Society shall not absolve the contractor from their primary responsibility** of executing the work properly, satisfactorily, and within the stipulated time frame. The contractor shall remain fully accountable for ensuring that all contractual obligations are met **without delays, defects, or lapses in quality**.

iv. No Claims for Variations in Execution Plan or Minor Specification Changes

The contractor shall **not be entitled to make any claims** for additional costs or time extensions due to **changes in the sequence of work execution** as directed by the Society. The execution plan may be modified to align with site conditions, operational efficiency, or other practical considerations, and the contractor shall comply accordingly.

Furthermore, any **minor amendments, modifications, or refinements** to the specifications or drawings, which do **not significantly alter the overall scope of work**, shall be considered an **integral part of the contract**. The contractor shall be required to **implement such modifications without seeking additional financial compensation or an extension of the contract period**.

The contractor shall also ensure that all necessary **adjustments, clarifications, or corrections** requested by the Society are incorporated seamlessly into the execution process **without causing disruptions or delays**. If the contractor fails to comply with these directives, the Society shall have the right to **enforce penalties or take corrective measures** at the contractor's expense.

14. WORK TO BE EXECUTED UNDER DIRECTION OF TENDER COMMITTEE/ SOCIETY

All works under the contract shall be **executed under the direction and supervision** of the **Tender Committee/Society**. The contractor shall be required to carry out the work **strictly as per the approved specifications, schedule, and guidelines issued by the Tender Committee/Society**.

The **Tender Committee** shall have the full authority to **approve, inspect, and direct** the execution of work at any stage. It shall also be entitled to issue specific instructions regarding:

1. **The exact locations and points** where the work is to commence.
2. **The sequence and scheduling of various construction activities** to ensure smooth execution.
3. **Adjustments in the execution plan**, if necessary, to address site conditions or unforeseen challenges.
4. **Quality control and compliance requirements** to maintain the required standards.

The contractor shall be **obliged to follow all directions issued by the Tender Committee/Society** and shall not proceed with any work **without obtaining necessary approvals**. Any deviations from the approved plan, unauthorized changes, or non-compliance with instructions may result in **penalties, rejection of work, or termination of the contract** at the discretion of the Society.

15. WORK TO BE EXECUTED TO THE SATISFACTION OF TENDER COMMITTEE / SOCIETY

The **contractor** shall execute and maintain all works **strictly in accordance with the contract** and to the **full satisfaction of the Society / Tender Committee**. The contractor shall ensure that the **quality, specifications, and timelines** prescribed in the contract are met without deviation.

The contractor shall **comply with and strictly adhere to all instructions and directions** issued by the **Society / Tender Committee** regarding any matter related to the works, whether such matters are explicitly mentioned in the contract or arise during the course of execution. Any modifications, clarifications, or additional requirements instructed by the Society shall be implemented by the contractor **without any claims for extra payment or time extensions**, unless otherwise approved in writing by the Society.

The contractor shall **receive instructions and directions exclusively from the Society** or its authorized representative. Any directions or approvals from **other parties or third-party personnel shall not be considered binding**, unless explicitly authorized by the Society in writing. Non-compliance with the Society's instructions may result in **penalties, rejection of work, or termination of the contract** at the discretion of the Society.

16. CONTRACTOR, HIS REPRESENTATIVES AND EMPLOYEES

i. Definition of Contractor

A **contractor** may be an **individual, firm, or company** that enters into a contract with the **Society**. The term "**contractor**" shall also include the contractor's **heirs, executors, administrators, successors, and legal representatives**, as applicable. In case of a **partnership firm or company**, all **partners, directors, or authorized representatives** shall be bound by the obligations under the contract.

ii. Contractor's Representative

The contractor shall appoint a **representative in a supervisory capacity** who shall be duly **authorized to act on behalf of the contractor**. This representative must be declared by the contractor and **authorized through a duly executed Power of Attorney**, as per the format provided in **Annexure-VII**.

The contractor's **representative** shall be:

- **Competent and experienced, a civil engineer** to ensure the proper execution of the contract.
- **Responsible for communicating with the Society / Tender Committee and implementing its instructions.**
- **Available on-site to supervise** and ensure compliance with the contract specifications.

Additionally, the contractor shall **employ a qualified civil engineer holding a diploma (or higher qualification)** to oversee the supervision of the works. This engineer shall be responsible for ensuring that all construction activities are **executed as per approved specifications and quality standards.**

iii. Submission of Engineer's Details

Immediately upon receiving the **Letter of Acceptance of the Tender** and **before the commencement of work**, the contractor shall submit a formal **written notification to the Society** providing details of the **engineer(s) employed** for site supervision. The details must include:

- **Name of the Engineer**
- **Educational qualifications** (diploma/degree in civil engineering)
- **Work experience** in similar projects
- **Age and contact details**
- **Aadhar Card**
- **Permanent and current address**
- **Copies of relevant certificates and credentials**

The **Society reserves the right to verify the qualifications and experience** of the appointed engineer and may direct the contractor to replace the engineer if deemed unsuitable.

iv. Appointment of a Responsible Representative

The contractor must:

- **Appoint a responsible engineer** to act on his behalf.
- Ensure that this **representative (engineer)** is **present at the worksite whenever the contractor is unavailable.**
- Ensure that the **representative (engineer)** is **capable of taking responsibility for work supervision** and responding to the Society's instructions.

The contractor shall be **fully responsible for ensuring the presence and competence** of the representative at all times during the execution of the contract. Failure to appoint a **qualified engineer** may result in **penalties or termination of the contract** at the discretion of the Society.

17. SUB-CONTRACTOR

All activities and works under this **contract shall be executed solely by the contractor** and shall **not be subcontracted** to any third party, firm, or individual. The **contractor shall be fully responsible** for the execution, supervision, and quality control of all works and services required under the contract.

Any **attempt to subcontract, assign, or delegate** any portion of the work without prior **written approval** from the Society shall be considered a **breach of contract**, and the Society reserves the right to:

- **Reject any unauthorized subcontracted work.**
- **Impose penalties or terminate the contract** due to non-compliance.
- **Forfeit the Performance Bank Guarantee (PBG) or Security Deposit** as per the contract terms.

The contractor shall ensure that **all manpower, equipment, and resources** required for the completion of the work are arranged and managed directly by them, in accordance with the terms and conditions of the contract.

18. CONTRACTOR TO KEEP SITE CLEAN

i. Maintenance of Cleanliness and Site Organization

During the execution of work, the **contractor** shall ensure that the **site remains free from unnecessary obstructions, debris, and waste materials**. All **materials and equipment** shall be **neatly stored and organized** to avoid any inconvenience, safety hazards, or disruptions to ongoing work.

During the execution of the project, the **contractor shall periodically clear and remove from the site all rubbish, debris, and temporary structures** that are no longer required. The entire **site and work area must be handed over in a clean and tidy condition**, meeting the **satisfaction of the Society**.

ii. Society's Right to Ensure Compliance

If the contractor **fails to comply** with the site cleanliness requirements as stated above, the **Society reserves the right to arrange for the site cleanup at the contractor's expense**.

Before taking such action, the Society shall issue a **written notice of 10 days** to the contractor, allowing them to comply within the stipulated time. If the contractor **fails to take necessary**

action within this period, the Society shall proceed with the cleanup and **recover the costs incurred** from the contractor through deductions from **pending payments, security deposits, or other financial recoveries** under the contract.

19. A. WORK PROGRAM SCHEDULE

i. Within **10 (Ten) days** from the date of issuance of the **LOI**, the **contractor** shall prepare and submit a **detailed work program schedule** for the completion of works **within the stipulated period**. The schedule shall cover **all major activities**, including but not limited to:

- **Material procurement timelines**
- **Workforce deployment**
- **Sequencing of construction activities**
- **Sample Units as desired**
- **Quality control and safety measures**
- **Inspection and reporting schedules**

ii. Any **modifications or adjustments** suggested by the **Tender Committee/Society** shall be **incorporated by the contractor** into the final work program schedule. The contractor must ensure that the revised schedule aligns with the **overall project completion timeline**.

B. MILE STONE

i. To ensure **continuous progress** during execution, the contractor shall **achieve the following milestone targets** within the stipulated time:

Milestone	Percentage of Work to be Completed	Time Period (Fraction of Total Time)
Milestone 1	1/8th (12.5%) of total work	1/4th (25%) of contract duration
Milestone 2	3/8th (37.5%) of total work	1/2 (50%) of contract duration
Milestone 3	3/4th (75%) of total work	3/4th (75%) of contract duration
Final Completion	100% completion of work	Full contract duration

ii. The contractor shall ensure **strict adherence** to the approved **time schedule** as outlined in the work program schedule. **Failure to achieve any milestone** shall result in **penal action** as per **Clause 26** of this contract.

iii. If any **rescheduling of milestones** is required due to unforeseen circumstances or instructions from the **Tender Committee/Society**, it shall be the **sole responsibility of the contractor** to incorporate such revisions into the **work progress schedule**. The contractor must **resubmit the revised schedule** within **10 (Ten) days** from the receipt of such communication from the **Tender Committee/Society**.

This clause ensures **structured project execution, timely completion, and accountability** from the contractor.

20. RESPONSIBILITY OF DAMAGE TO PERSON OR PROPERTY

If the **Society incurs any expenses** related to **damage, loss, or compensation payments**, including any amounts payable under the **Workmen's Compensation Act, 1923**, due to:

- **Negligence,**
- **Omissions, or**
- **Acts of the contractor, his employees, or subcontractors** such as urination in public places, spitting in society premises

the Society shall have the right to **recover such costs from the contractor**. This includes:

- **Direct costs for repairs or compensation.**
- **Legal fees and charges incurred in related proceedings.**
- **Any other expenses resulting from legal defence, settlement, or compromise.**

The contractor shall have **no right to dispute or challenge** any expenses incurred by the Society in fulfilling its obligations towards affected parties.

iii. Safety and Emergency Response Measures

The **contractor shall take all necessary steps** to ensure the **safety of workers and the public** at all times. This includes:

- **Prompt rescue operations** for any person in danger.
- **Provision of necessary first aid facilities** at the worksite.
- **Implementation of safety measures** to prevent accidents or injuries.

Adequate **safety gear, protective equipment, and emergency procedures** shall be maintained at the site throughout the duration of the contract.

iv. Mandatory Reporting of Accidents

If any **accident or injury** occurs at the worksite, the **contractor must immediately report** the incident to:

- **The Society / Tender Committee, and**

- **The Labour Commissioner** under the **Workmen’s Compensation Act, 1923**,

within **24 hours of its occurrence**. A detailed accident report must be submitted, including the **cause, extent of injury, and corrective actions taken**.

v. Contractor’s Responsibility for Compensation

Any **compensation awarded** by the **Labour Commissioner** or any other authority under the **Workmen’s Compensation Act, 1923**, shall be **borne entirely by the contractor**. The Society shall **not be liable for any such payments**, and if the Society is required to make any payments on behalf of the contractor, such amounts shall be **deducted from the contractor’s dues, Security Deposit, or Performance Bank Guarantee (PBG)**.

21. INCONVENIENCE CAUSED TO RESIDENTS

i. Storage of Materials and Site Management

The **contractor** shall ensure that **construction materials, debris, or equipment** are not **dumped, stored, or deposited** in a manner that **causes serious inconvenience** to the **residents of the Society**. The contractor must:

- **Keep pathways, parking areas, and common spaces clear** of obstructions.
- **Ensure safe and organized storage** of materials to avoid hazards.
- **Minimize dust, noise, and other disturbances** arising from work activities.

If the Society determines that any **materials, tools, or debris pose a risk or inconvenience to residents**, the contractor shall be required to **immediately remove or relocate** such materials as per the Society’s instructions. Failure to comply within the given timeframe shall entitle the **Society to remove the materials at the contractor’s expense**, and the **cost shall be deducted from the contractor’s dues or security deposit**.

ii. Conduct and Behavior of Workers/Staff

The **contractor shall be fully responsible** for ensuring that all **workers, laborers, and staff members** employed for the project **behave appropriately** with the residents of the Society. The contractor must:

- **Instruct all workers to maintain respectful and professional conduct** at all times.
- **Prevent any nuisance, misconduct, or inappropriate behavior** by workers.
- **Ensure that workers do not enter or interfere with private residential areas**.

Any complaints from residents regarding **misconduct, harassment, or disturbance caused by workers** shall be taken **seriously**, and the Society may **require the removal of any worker found violating these guidelines**. The contractor shall bear **full responsibility for any disputes or complaints arising due to the actions of their workforce** and shall take immediate corrective action as required by the Society.

Failure to adhere to these provisions may result in **penalties, deductions, or termination of the contract** at the discretion of the Society.

22. SUPPLY OF WATER, ELECTRICITY & USE OF ELEVATOR

i. Contractor's Responsibility for Water Supply

The **contractor** shall be solely responsible for **arranging, procuring, and storing** the water required for all **construction, curing, and other site activities** at his **own cost**. The Society shall **not be liable to provide water connections or facilities** for the execution of the works. The contractor must ensure that an **adequate and uninterrupted supply of water** is available throughout the project duration.

ii. Quality Standards for Construction Water

The **water used for construction** shall strictly comply with **Bureau of Indian Standards (BIS) specifications**, particularly as per **IS 456:2000 (Code of Practice for Plain and Reinforced Concrete)**. The contractor shall ensure that:

- The water is **free from impurities**, organic matter, and harmful substances that may affect the **strength and durability** of the structure.
- If required, the **water quality shall be tested** at an approved laboratory, and test reports shall be submitted to the **Society for verification**.

If the Society determines that the **water used does not meet the required standards**, the contractor shall be responsible for **immediately sourcing an alternative water supply** at his own cost. Non-compliance with this provision may result in **work rejection, penalties, or contract termination** at the discretion of the Society.

iii. The **consumption of electricity** for the purpose of the contract shall be borne by the contractor. However, the Society will provide a separate connection with an electricity meter and charge as per the Society's norms.

iv. The contractor shall not make use of residential lifts installed in the society premises for the use of **uplifting/ downloading the material** to the working area.

23. CLEARANCE OF SITE

Upon **completion of the works**, the **contractor** shall ensure that the **entire site is cleared** of all **melba, debris, surplus materials, temporary structures, and waste** before handing over the site to the **Society** in a **clean and fully workable condition**.

No **final payment** for the works shall be **released** to the contractor until the site has been **cleared to the full satisfaction** of the Society. If the contractor **fails to remove debris or restore the site**, the Society shall have the right to **carry out the clearance work at the contractor's expense**, and the costs incurred shall be **deducted from the contractor's final bill or security deposit**.

24. DEMOLITION / DISMANTLING

Before commencing any **demolition or dismantling work**, and throughout the **progress of such activities**, the contractor shall ensure that **all adjacent roads, pathways, and open areas near the work site** are either **closed or suitably protected** to prevent any hazards.

The contractor shall take **all necessary safety precautions** and implement **protective measures** to safeguard:

- **Workers, site personnel, and labourers** involved in the execution of the work.
- **Residents, pedestrians, and other occupants** in the vicinity of the site.
- **Vehicles, public property, and surrounding infrastructure** from potential damage.

All **practical steps** shall be taken to **eliminate risks of injury** to workers and residents, including but not limited to:

- **Erecting barricades, warning signs, and safety enclosures** around hazardous zones.
- **Using protective sheets or dust control measures** to minimize environmental impact.
- **Deploying safety personnel and implementing controlled demolition procedures.**
- **Ensuring compliance with all safety regulations** as per BIS and CPWD guidelines.

The contractor shall be **fully responsible** for maintaining a **safe working environment** and shall be liable for any **injuries, damages, or accidents** resulting from negligence in implementing adequate safety measures.

25. DISMANTLED MATERIAL

i. Removal of Unserviceable Material

The **contractor** shall be responsible for the **prompt removal** of all **unserviceable dismantled material** from the **Society premises** to ensure that the site remains **clean, organized, and free from obstructions** at all times. The contractor must maintain a **systematic waste disposal process** throughout the execution of work to prevent inconvenience to residents.

The **cost of dismantling, removal, and transportation** of such material shall be **entirely borne by the contractor**, without any additional claims for reimbursement.

ii. Proper Disposal of Debris and Waste

The **contractor** shall ensure the **proper disposal** of all debris, construction waste, and dismantled materials **in compliance with relevant environmental, municipal, and safety regulations**. The disposal process must follow **legal guidelines and best practices**, ensuring that:

- **No waste or dismantled materials are left unattended** within the **Society premises**.
- **All debris is disposed of at an approved landfill site or recycling facility**, as per local government norms.
- **Adequate precautions are taken to prevent air pollution, dust, or hazardous material exposure** during the disposal process.
- **Transportation of waste materials** is conducted in a manner that does not **cause spillage, obstruction, or safety hazards** within or outside the Society.

Failure to adhere to these guidelines shall entitle the **Society to arrange for the removal and disposal of waste at the contractor's expense**, with the cost deducted from the **contractor's final bill or security deposit**.

26. COMPENSATION FOR DELAY / LIQUIDITY DAMAGES

i. Liability for Delayed Progress and Completion

In the event that the **contractor fails to maintain the required progress** as stipulated under **Clause 19** of this contract, or **fails to complete the assigned work** within the **stipulated timeframe** as per the **Letter of Intent** or any **justified extended period** granted under **Clause 27**, the **contractor shall be liable to pay compensation** to the **Society**.

This **compensation shall be imposed without prejudice** to any **other rights or remedies** available to the **Society** under **applicable laws** due to such a **breach of contract**. The **quantum of compensation** shall be **determined by the Society**, considering:

- **Extent of delay** caused by the contractor.
- **Impact on the overall project schedule** and dependencies.
- **Consequential losses or inconvenience** caused to the Society or residents.

The Society's determination regarding the **amount and applicability of such compensation** shall be **final and binding** on the contractor. The **Society reserves the right** to recover the compensation from **any dues payable** to the contractor, including but not limited to:

- **Security deposits.**
- **Retention money.**
- **Pending payments under the contract.**

If the contractor **fails to adhere to the agreed timeline**, it shall be treated as a **contractual default**, and the **Society** shall be entitled to take further actions, including:

1. **Termination of the contract** due to non-performance.
2. **Blacklisting the contractor** from participating in future tenders.
3. **Engaging an alternate contractor** to complete the remaining work **at the defaulting contractor's risk and cost.**

The **contractor shall have no claim** against the Society for **any losses incurred** due to such compensation. Any disputes arising in this regard shall be **resolved as per the dispute resolution mechanism** outlined in this contract.

ii. Calculation of Compensation for Delayed Completion

If the contractor **fails to complete the work within the stipulated time** or any **extended period granted** under the contract, the contractor shall be **liable to pay a compensation amount**, which shall be calculated as follows:

- **1% of the balance work value that remains incomplete** for each month of delay, computed on a **per-day basis.**
- **Total compensation for delay shall not exceed 10% of the total contract price.**

The Society **reserves the right to adjust or set off** the compensation amount **against any sum payable** to the contractor under this contract.

iii. Milestone-Based Withholding of Payments

If the **contractor fails to achieve a particular milestone**, as defined in the **Work Program Schedule**, the Society shall **withhold the amount** corresponding to that milestone. However:

- If the contractor **catches up with the work progress** in subsequent milestones, the **withheld amount shall be released.**
- **No interest shall be payable** on the withheld amount during the period of delay.

This clause ensures **strict adherence to project timelines**, mitigates **financial risks for the Society**, and enforces **contractual accountability** for timely execution of works.

27. TIME AND EXTENSION FOR DELAY

i. Time as the Essence of the Contract

The **time allowed for execution of the works** or any **extended period** granted in accordance with this clause **shall be deemed as the essence of the contract.**

- The **execution of works** shall commence from the **10th calendar day** after the issuance of the **LOI**, or as specified in the Work Order.
- If the **contractor fails to commence the execution of work** within the stipulated time, the **Society shall have the right to:**

- **Forfeit the Earnest Money Deposit (EMD).**
- **Invoke and forfeit the Performance Bank Guarantee (PBG).**
- Take any other necessary action deemed appropriate, **without any liability to compensate the contractor.**
- The forfeited amount shall become **absolutely at the disposal of the Society**, and the contract may be **terminated**.

ii. Submission and Approval of Work Schedule

Within **10 days** from the **date of award of work**, the **contractor shall submit a detailed work program schedule** as required under **Clause 19** for each **milestone** and obtain approval from the **Tender Committee/Society**.

- The **schedule must be directly aligned** with the time period specified in the contract for completion of works.
- Any failure to submit the work schedule within the given time may lead to **delays in progress payments** or **penalties as determined by the Society**.

iii. Extension of Time for Delay

If the progress of work is **delayed due to unforeseen circumstances**, the contractor may be eligible for an **extension of time**, provided the delay is caused by:

1. **Force Majeure** – As defined under **Clause 28**.
 2. **Abnormally Bad Weather** – Documented severe weather conditions preventing execution of work.
 3. **Civil Commotion, Strikes, or Lockouts** – Nationwide protests, political disturbances, labor strikes, or unexpected shutdowns that affect project execution.
 4. **Any Other Unforeseen Cause** – As determined by the Society, provided it is beyond the control of the contractor.
- **Obligation of the Contractor:**
 - The contractor shall **immediately notify the Society in writing** when such delays occur.
 - The request for **extension of time must be submitted without delay** for proper assessment by the Society.
 - **Decision by the Society:**
 - The **Society shall assess the impact of the delay** and determine the **extension period, if any**.
 - The Society's decision on the **duration of extension** shall be **final and binding**.

- **No compensation or financial claim** shall be entertained for time extensions granted due to these causes.

iv. Delays Attributable to the Society

If the delay in execution of work is **attributable to the Society**, the Society shall:

- **Grant a fair and reasonable extension of time** based on the nature of the delay.
- **Reschedule the completion date** of the project accordingly.
- The contractor shall **not be penalized for such delays**, but **no additional compensation shall be paid** beyond the extension of time.

28. FORCE MAJEURE

i. Definition of Force Majeure

An **event of Force Majeure** refers to any **unforeseeable event or circumstance** (excluding payment obligations) that is **beyond the reasonable control of both the Society and the Contractor**, which **prevents either party from fulfilling its contractual obligations** under this contract. Events that may qualify as **Force Majeure** include, but are not limited to:

- **Natural disasters** (earthquakes, floods, hurricanes, lightning, pandemics).
- **Acts of war, hostilities, military actions, terrorism, riots, or civil unrest.**
- **Government-imposed lockdowns, embargoes, or trade restrictions.**
- **Nationwide strikes, labor disruptions, or industrial disputes beyond the contractor's control.**
- **Legislative or regulatory changes that prevent the execution of work.**

ii. Non-Breach Due to Force Majeure

Neither the **Society** nor the **Contractor** shall be considered in **breach of contract** or held liable for **any failure or delay** in performing their contractual obligations, provided that the delay is **directly caused by a Force Majeure event**.

iii. Entitlement to Time Extension

If the **contractor's execution of works is delayed** due to a Force Majeure event, the contractor shall be **entitled to an extension of time** for the **completion of works**. The extension shall be determined based on:

- The **duration and impact of the Force Majeure event**.
- The contractor's **efforts to mitigate the delay** and resume work.
- Any **alternative measures proposed by the contractor or directed by the Society**.

iv. Obligation to Continue Performance

Despite the occurrence of a **Force Majeure event**, the **contractor shall make all reasonable efforts** to continue **performing his contractual obligations** to the extent that it remains practicable. This may include:

- **Adopting alternative methods or work processes** that are not affected by Force Majeure.
- **Implementing contingency measures** to minimize project disruption.

The contractor **shall not take any alternative measures** unless **explicitly directed by the Society**.

This clause ensures **fair treatment of delays caused by Force Majeure events** while maintaining the **contractor's responsibility to mitigate disruptions** and keep the project on track.

29. TERMINATION OF CONTRACT

The **Society** reserves the **full right to terminate the contract** if the **contractor persistently fails** to fulfill his obligations, including but not limited to the following circumstances:

1. **Failure to Rectify Defective Work** – If the contractor **neglects or refuses to rectify, reconstruct, or replace defective work** despite repeated instructions from the Society.
2. **Unjustified Suspension of Work** – If the contractor **suspends or abandons work** without a valid reason, causing undue delay and disruption to the project.
3. **Failure to Complete the Work** – If the contractor **fails to complete the work within the stipulated completion date** or any extended period granted under the contract.
4. **Insolvency or Bankruptcy** – If the contractor is **declared insolvent** or adjudged bankrupt at any time during the execution of the contract.

Procedure for Termination

- Before termination, the **Society shall issue a formal notice** to the contractor, specifying the **grounds for termination** and granting a **reasonable period** to rectify the default.
- If the contractor **fails to respond or comply** within the given period, the Society shall have the **absolute right to terminate the contract**.

Consequences of Termination

- Upon termination, the contractor shall have **no claim for compensation** for any **loss sustained**, including:

- **Material purchases** made in anticipation of completing the work.
- **Work already executed** but not accepted due to non-compliance.
- **Financial losses or damages incurred** due to termination.
- The Society shall have the right to **forfeit the contractor's security deposits and invoke performance bank guarantee.**
- The Society may **engage another contractor** at the risk and cost of the **defaulting contractor** to complete the remaining work.

30. TERMINATION OF CONTRACT ON DEATH OF CONTRACTOR/PARTNER

The **contract shall be subject to termination** under the following circumstances:

i. Death of an Individual Contractor or Sole Proprietor

- If the **contractor is an individual** or a **sole proprietorship concern**, and the **individual or sole proprietor dies**, the contract shall be **subject to review by the Society.**

ii. Death of a Partner in a Partnership Firm

- If the **contractor is a partnership firm**, and one of the **partners dies**, the contract shall be subject to termination **unless the Society is satisfied** that:
 - The **legal representative(s) of the deceased contractor** or sole proprietor, or
 - The **surviving partner(s) of the firm**

Are capable of continuing and completing the contract satisfactorily.

iii. Right of the Society to Terminate the Contract

- If the Society determines that the **legal heirs of the deceased contractor** or the **remaining partners of the firm cannot or are not capable of executing and completing the contract**, the Society shall be **entitled to terminate the contract for its incomplete portion.**
- In such cases, the Society shall **not be liable to pay any compensation** to:
 - The **legal heirs of the deceased contractor.**
 - The **surviving partners of the partnership firm.**

iv. Further Actions Upon Termination

- The **Security Deposit and Performance Bank Guarantee** may be adjusted to cover **any liabilities, incomplete work, or pending obligations.**

- The Society shall have the **right to engage a new contractor** to complete the remaining work at the **risk and cost of the original contractor**.
- Any disputes arising from such termination shall be **handled as per the dispute resolution mechanism** outlined in the contract.

31. PAYMENT OF ESCALATION

The **rates quoted by the contractor** at the time of bidding shall be **fixed and firm** throughout the execution of the contract. **No escalation** in the cost of **materials, labour, fuel, transportation, or any other inputs** shall be **payable to the contractor**, irrespective of any fluctuations in market prices or inflation during the contract period.

- The contractor shall **bear all risks associated with price variations** and shall complete the work **at the rates quoted in the bid**, without any claim for additional payment due to **cost increases**.
- The **quoted rates shall remain valid until the actual date of completion** of the work, including any extended period granted for project completion.
- **No price adjustment, escalation claims, or compensation** shall be entertained under any circumstances.

32. MEASUREMENT AND PAYMENT

i. Quantities

- The **quantities mentioned** in the **Bill of Quantities (BOQ)** are **only estimated** and are **not the final quantities** of work that must be executed by the contractor.
- The actual **work executed and measured on-site** shall determine the **final payment**, based on **approved rates** in the contract.
- The **contractor shall not claim additional payments** if actual work executed is **less than the estimated quantity**, nor shall the Society be liable to pay for work not executed.

ii. Works to be Measured

a. Joint Measurement Process

- The **Tender Committee/Society and the Contractor or his authorized representative** shall jointly determine the **value of work done** through a **measurement process** as per contract terms.

b. Measurement Book

- Measurement of all items having **financial value** shall be recorded in a **Measurement Book**, which shall serve as an **official record of work done**.

c. Contractor's Responsibility

- The contractor shall provide, **without extra charges**, all necessary assistance, including:
 - **Measurement instruments.**
 - **Required labor.**
 - **Necessary tools and other materials for the measurement process.**

d. Standard Measurement Procedure

- **Measurements shall be taken** as per the procedure specified in the **Technical Specifications**.
- If any **item is not covered in the technical specifications**, the measurement shall be taken as per:
 1. **Bureau of Indian Standards (BIS) method of measurement.**
 2. **If no BIS standard exists, a mutually agreed method** between the Society and the contractor shall be adopted.

iii. Method of Measurement

a. Net Measurement

- The work shall be **measured net**, meaning **only the actual executed quantity** will be considered for payment.
- The contractor shall **ensure proper verification and documentation** of the work executed for accurate measurement.

b. Interim and Final Payments

- Recording of **measurements in the Measurement Book** or **interim payments (on account or final bill payments)** shall **not be considered conclusive evidence** of the sufficiency of the work done.
- The contractor shall remain liable for:
 - **Any corrections in measurement.**
 - **Defects noticed during or after execution.**
 - **Compliance with contract specifications until the completion of the Defect Liability Period (DLP).**

This clause ensures that **work is accurately measured, properly documented, and payments are made only for verified and approved work** while holding the contractor **liable for any defects or adjustments until the Defect Liability Period expires.**

33. PAYMENT OF RUNNING BILL

i. Minimum Value for Running Bill Payment

- The **payment of running bills** shall only be processed for work completed **amounting to at least ₹5.00 Lacs** or more.
- **Measurements of the executed work** shall be taken before processing the payment, and the **Society shall ensure timely payment** to the contractor.
- However, **any delay in payment processing shall not be considered a valid excuse** for the contractor's failure to **complete the work within the stipulated timeframe**.
- The **bidder must assess their financial capability** before bidding and ensure they have sufficient **working capital** to complete the project **without hindrance**.

ii. Submission of GST Invoice and Supporting Documents

The **contractor shall be contractually obligated** to submit a **valid GST invoice** for each running bill along with **photocopies of the following documents**:

a. Purchase Challans for Major Construction Materials

- The contractor shall submit **valid purchase challans** for all key materials used in the work, including:
 - **Clay & Tiles**
 - **Cement**
 - **Fixtures and accessories**
 - **Other major components used in execution**

b. Guarantee/Warranty Certificates

- Wherever applicable, the contractor shall **submit guarantee/warranty certificates** for items installed, such as **tiles, fixtures, plumbing accessories, electrical fittings, or other equipment**.

c. Manufacturer's Test Reports

- The contractor must submit **manufacturer's test reports** or **certificates of quality compliance** for materials such as:
 - **Cement, tiles, and other structural materials.**
 - **Any other materials requiring technical compliance.**

d. Responsibility for Authenticity of Documents

- The **contractor shall be fully responsible** for the **authenticity** of all submitted challans, test reports, and other documents.

- Any **discrepancy, forgery, or falsified documents** may lead to **penalties, rejection of bills, contract termination, or legal action** by the Society.

e. Original Challans for Verification

- The contractor shall be required to **produce original challans** for verification **before the Tender Committee/Society**, as and when requested.
- Failure to produce the original challans **may result in withholding of payments** until verification is completed.

iii. Mode of Payment

- **All payments shall be made via A/c Payee Cheque only** in the name of the contractor.
- **No cash payments** shall be made under any circumstances.
- The Society reserves the right to **deduct any applicable taxes, penalties, or recoveries** from the contractor's payment as per the contract terms.

34. PAYMENT OF FINAL BILL

- The **contractor shall submit the final bill** within **one month** from either of the following dates, **whichever is later**:
 1. The **date of physical completion** of the work.
 2. The **date of the final certificate of completion** issued by the **Tender Committee/Society**.
- The **final bill shall include all remaining claims** related to work execution, material supply, labor charges, and any other contractual payments.
- **No further claims** shall be entertained **after the submission of the final bill**. Any claims that are **not included in the final bill** shall be deemed to have been **waived and extinguished**, and the contractor shall **have no right to raise any subsequent claims** for additional payment, damages, or compensation.
- The Society reserves the right to **verify, inspect, and deduct any pending recoveries or penalties** before releasing the final payment.

This clause ensures **timely closure of financial transactions** and **prevents any post-settlement claims or disputes** from the contractor.

35. RATES

The **tender rates** quoted by the contractor under this **Item Rate Tender** shall be **inclusive of all costs** related to:

- **Skilled and unskilled labor** required for the execution of work.

- **Materials, tools, equipment, and machinery** necessary for completing the work.
- **Work carried out at all heights, depths, and leads** as per the site requirements.
- **Transportation, loading, unloading, and handling of materials** at the worksite.

No escalation in material and labour costs shall be applicable during the execution of the works, even in the event of:

- **Fluctuations in market prices** of raw materials, labour wages, or fuel.
- **Increase in statutory taxes, duties, or levies** (unless explicitly mentioned otherwise in the contract).
- **Any other unforeseen economic changes affecting cost factors.**

The **contract rates shall remain fixed and firm** for the **entire contract period till the completion of the entire project**, including any **extended period** granted for project completion unless otherwise explicitly stated in the contract.

36. TAXES PAYABLE BY CONTRACTOR

The **contractor shall be solely responsible** for the payment of all **taxes, duties, levies, and charges** applicable under the contract. This includes, but is not limited to:

- **Goods and Services Tax (GST)**
- **Income Tax (TDS deductions as per applicable laws)**
- **Labour Welfare Cess**
- **Professional Tax**
- **Customs/Import Duties (if applicable)**
- **Any other statutory taxes, duties, or levies imposed by Central, State, or Local authorities**

The Society shall not be liable for any claims, reimbursements, or financial obligations related to taxes, and the contractor shall **not be entitled to claim any additional payment** from the Society on this account.

Any **tax deductions at source (TDS)** required under applicable laws shall be **deducted by the Society from payments due to the contractor** and deposited with the respective government authorities.

The contractor shall **comply with all tax laws, timely file returns, and submit necessary tax-related documents** as required by the relevant authorities.

37. TAXES

i. Inclusion of Taxes in Contract Price

- The **contract price** shall be **inclusive of all applicable taxes**, including but not limited to:
 - **Goods and Services Tax (GST)**
 - **Customs duties, excise duties, and levies**
 - **Local body taxes, municipal charges, and other statutory levies**
 - **Labour Welfare Cess and Professional Tax** (if applicable)
- The contractor shall **not be entitled to any additional claims** for escalation in tax rates, new levies, or statutory changes **unless specifically provided in the contract**.

ii. Examination of GST and Other Tax Provisions

- The **tenderer shall carefully examine** all provisions under the **Goods and Services Tax (GST) Act**, including any **amendments and applicable tax rates**, before submitting the bid.
- Any **liability arising due to misinterpretation of tax laws, incorrect classification of goods/services, or non-compliance with tax regulations** shall be the **sole responsibility of the tenderer**.

iii. GST Registration and Compliance

- It is **mandatory** for the **tenderer/bidder** to be **registered under the GST Act** before applying for the tender and comply with all **GST filing, reporting, and payment obligations** as per government regulations.
- The **tenderer must submit a valid GST Registration Number (GSTIN)** along with the bid.
- The contractor shall be **responsible for timely GST payments and submission of invoices as per GST rules**.

iv. Additional Taxes, Cess, or Levies

- Any **additional tax, cess, or statutory levy** imposed by the government at the time of **final billing** shall be borne by the **contractor**.
- The Society **shall not be liable** for any claims related to new taxes, increased tax rates, or penalties due to non-compliance by the contractor.

38. INCOME TAX (TDS)

- **Deductions towards Income Tax (TDS)** shall be made from **every running payment** certified by the **Tender Committee/Society**, in accordance with the provisions of the **Income Tax Act, 1961**, and the applicable **TDS rates** as in force at the time of payment.

- The contractor shall be responsible for **ensuring compliance with all tax laws** and submitting any required documentation, including **PAN details and tax filings**, to avoid higher tax deductions due to non-compliance.
- Any **changes in tax rates or provisions** introduced by the government shall be **automatically applicable**, and deductions shall be made accordingly.
- The **Society shall provide TDS certificates** to the contractor for the deductions made, enabling the contractor to claim tax credits while filing tax returns.
- **Deduction of Labor cess:** Labor Welfare Cess as per the applicable laws shall be deducted from contractor's each running and Final Bill.

39. ALTERATION, ADDITIONS AND OMISSIONS

i. Deviation, Variation, and Extra Items

The **Society** reserves the **right and authority** to make **modifications** to the original scope of work, including:

- **Alterations** – Any changes in design, specifications, or methods of execution.
- **Additions** – Inclusion of new work not originally specified but required for the project.
- **Omissions** – Removal of certain portions of work due to design changes or other considerations.
- **Substitutions** – Replacement of specified materials or processes with alternatives.

In all such cases, the contractor shall be **paid as per prevailing market rates**, with the **mutual understanding** and **written agreement** between the parties. A separate bill should be raised by the vendor, and all payments will be made in compliance with the payment terms mentioned in this tender.

ii. Right to Omit Part of the Works

- The **Society reserves the right to omit any portion** of the work for **any reason**, including cost-saving measures or technical modifications.
- The contractor **shall not be entitled to claim compensation** for omitted work, except for the work already executed prior to the omission decision.

iii. Contractor's Obligation to Follow Instructions

- The contractor shall be **bound to carry out the works** in accordance with any instructions issued in **writing** by the **Society or the Tender Committee**.
- All **alterations, additions, omissions, or substitutions** shall form an **integral part of the contract** and shall be executed **under the same conditions** as originally agreed, including **pricing and quality standards**.

iv. Execution of Extra Items

- If any **extra item of material, labour, or work** is required **beyond the scope of the original contract**, the contractor shall be **obligated to execute the same** as per the **directions of the Tender Committee/Society**. A separate PO shall be issued for additional tasks.
- **Payment for extra work** shall be **mutually agreed upon** between the parties based on:
 - **Market rates prevailing at the time of execution, not beyond the rates specified in CPWD's Delhi Schedule of rates 2023 plus/minus percentage of contractors quoted rates or estimated costs.**
 - **Specifications and quality requirements approved by the Society.**
 - **Measurement and verification of extra work done.**

40. ADVANCE

- **No advance payment** shall be granted to the contractor under any circumstances.
- The contractor shall be responsible for **arranging all resources, materials, labor, and equipment** at his own cost, without expecting any **mobilization advance, secured advance, or material advance** from the Society.
- **All payments shall be made only after execution and verification of work**, as per the **measurement and payment terms** defined in the contract / Work Order.

41. DEFECT LIABILITY PERIOD AND MAINTENANCE

i. Contractor's Responsibility for Defects

- The **contractor shall be fully responsible** for any **defects, deficiencies, or faults** in the executed works or any part thereof, occurring:
 - **During the execution of works, or**
 - **Within the Defect Liability Period (DLP)** after completion.
- The contractor shall **rectify all defects** at his **own cost** and within a **reasonable timeframe** upon notification by the **Society or Tender Committee**.
- Failure to address defects within the specified period may result in the **Society arranging for rectification at the contractor's risk and cost**, and the **expenses shall be recovered** from the contractor's security deposit or other dues.

ii. Duration of Defect Liability Period

- The **Defect Liability Period (DLP)** for the entire works shall be **01 (One) year** from the **date of certified completion of work**, as issued by the **Tender Committee/Society**.
- If any defect arises in the waterproofing system within the DLP, the contractor shall **rectify the issue immediately** at his own expense.

iii. Refund of Security Deposit

- The **Security Deposit** held as per **Clause 10** shall be refunded to the contractor **only if**:
 - No defects are noticed during the **Defect Liability Period**, or
 - Any **defects pointed out are rectified satisfactorily** within the stipulated time.
- If any defect remains unresolved, the Society shall **retain the security deposit** until rectification is completed.

42. GOODS & SERVICE TAX (GST)

- The **contractor** shall submit his **bid including GST** as applicable under the **latest tax laws**.
- Bidders are requested to **quote their rates inclusive of GST**, ensuring that they comply with all **GST requirements** applicable at the time of tender submission.
- The **contractor shall be responsible for all GST-related obligations**, including **filing, reporting, and payment** of GST on the services provided under the contract / work order.
- Any **changes in GST rates or tax laws** after submission of the bid shall be **borne by the contractor**, and the **quoted rates shall remain unchanged** unless otherwise specified in the contract / work order.

43. INSURANCE

- Before commencing the **execution of works**, the contractor shall **obtain and maintain at his own cost** the necessary insurance coverage to adequately cover all **risks** associated with the work. This insurance must include:
 - **Staff and workforce insurance**, including coverage under the **Workmen's Compensation Act, 1923**, and other applicable **labour laws**.
 - **Accident insurance** for staff **not governed by the Workmen's Compensation Act**.
 - **Third-party liability insurance** to protect against any claims for damages or injuries caused to third parties, including members of the public or residents, due to the contractor's operations.
- The contractor shall ensure that the insurance is **valid and in force** throughout the **period of execution of the works** and **until the expiry of the Defect Liability Period**.
- Additionally, the contractor shall be required to provide **insurance coverage for any other risks** as may be specified by the **Tender Committee/Society** in the **Additional Conditions of Contract**.
- The contractor must submit **proof of insurance** to the **Tender Committee/Society** within **10 (Ten) days of issuance of LOI (Letter of Intent)**, along with **Performance Bank**

Guarantee and shall ensure that all premiums are **paid on time** to avoid lapses in coverage.

44. CONTRACTOR TO FOLLOW LAW & WAGES LAW

i. Employment Age Requirement

- The **contractor shall not employ any person** who has not completed **18 years of age** in connection with the works.
- The contractor is responsible for ensuring that all **labourers employed on the site are of legal working age** in compliance with applicable labour laws.

ii. Compliance with Labour Laws and Wage Laws

- The **contractor shall comply with all relevant labour laws**, including but not limited to:
 - **Minimum wages** as prescribed by the Government.
 - **Social security and benefits** required by law for workers, such as provident fund, insurance, and other applicable benefits.
- The contractor shall **indemnify the Society** against any **claims or legal actions** arising from the contractor's failure to comply with these legal requirements.
- The Society **reserves the right to take necessary action** to ensure compliance with labour laws. This may include:
 - **Enforcing legal obligations** on the contractor to rectify violations.
 - **Recovering the costs** of any actions taken to ensure compliance from the contractor.

iii. Conduct and Behaviour of Employees

- The contractor shall **take all necessary precautions** to prevent any **unlawful or disorderly conduct** by his employees during the execution of the work.
- The contractor shall be responsible for the **preservation of peace** and the **protection of persons and property** on the worksite.
- If any **employee or worker engages in disruptive behaviour** or actions that **jeopardize the safety, security, or well-being of others**, the **Society reserves the right** to direct the contractor to **remove the worker** from the Society premises.

45. SETTLEMENT OF DISPUTE

i. Amicable Resolution

- **Any dispute, difference, or controversy** arising between the parties in relation to this contract (referred to as the "Dispute") shall, in the first instance, be attempted to be resolved **amicably** by mutual discussions between the parties.
- Both parties shall **make a good faith effort** to reach a **mutual agreement** in resolving the issue. If a solution is found, the matter will be **considered settled** without further action.

ii. Arbitration for Dispute Resolution

- In case the parties fail to reach an **amicable settlement** or if either party is **dissatisfied with the decision** reached, the **dispute shall be referred to arbitration** for adjudication.
- The arbitration process shall be conducted through an **Arbitral Tribunal**, consisting of three arbitrators:
 - **Each party** (the Society and the contractor) shall appoint **one arbitrator**.
 - The **two appointed arbitrators** shall mutually appoint a **third arbitrator**, who shall act as the **presiding arbitrator**.
- **The arbitration shall be binding on both parties**, and the decision of the arbitrators will be **final and conclusive**.
- **In case the dispute is not settled through arbitration, it shall be subject to the exclusive jurisdiction of the courts in the New Delhi area.**

iii. Location and Language of Arbitration

- **The arbitration proceedings shall take place in New Delhi.**
- **The language of the arbitration proceedings and all related documents shall be in English.**

iv. Majority Decision

- The decision of the **majority of the arbitrator's tribunal of three arbitrators including presiding arbitrator** shall be **final and binding** on both parties, and shall have the same effect as a **court judgment**.

v. Costs of Arbitration

- **The costs of the arbitration**, as determined by the arbitrators, shall be **shared equally** by both parties.
- However, each party shall bear its own **expenses related to the preparation and presentation of its case**, including legal fees, expert fees, and other associated costs, both **before, during, and after** the arbitration proceedings.

- **All arbitration awards shall be in writing** and must **state the reasons** for the decision, including the amount awarded to the parties if applicable.
- **During the arbitration process, no work should be stopped by the contractor**

CHAPTER-III
ADDITIONAL CONDITIONS OF CONTRACT
TABLE OF CONTENTS

CLAUSE NO	TITLE OF CLAUSE
1 - 19	Additional Conditions of Contract

Additional Conditions of Contract

1. Cutting and Restoration of Structures

- **Cost of Cutting Holes:** Any necessary cutting of holes in walls, parapets, or other structures required during the execution of the work shall be **considered as part of the contractor's quoted price**. The contractor will not be entitled to any additional compensation for cutting or making holes in the structures.
- **Restoration:** If any cutting, dismantling, or alteration is carried out, the **contractor is responsible for restoring the affected structures** to their original condition at no additional cost. This includes **repairing or filling any holes, removing any damages**, and ensuring that the structure is restored as it was before the alterations.

2. Scaffolding and Safety

- **Scaffolding Requirements:** The contractor is responsible for ensuring that the scaffolding used on-site is **strong enough to bear the weight** of the laborers, materials, and equipment used during the execution of the work.
- **Verification:** A qualified engineer from contractor's side (other than contractor himself), shall **inspect and verify the scaffolding** to confirm it meets safety standards before work begins in the shaft or any elevated structure.
- **Certification:** A **certificate** confirming the adequacy and safety of the scaffolding must be submitted to the **Society** before work commences in any elevated areas.

3. Work Execution and Material Handling

- **Material Storage:** While the work is being carried out on the **first roof**, all materials, such as sand and tiles, will be **stored on the second roof**. Once work on the first roof is completed, the **storage and execution process will be reversed** to ensure that materials are always available at the site and work progresses smoothly. At no point there should be more than one floor material in the terrace per block.
- **Efficient Execution:** The work must be carried out in such a manner that there is minimal disruption or inconvenience to the **residents**, and **timely completion** is ensured.

4. Site Cleanliness and Material Transportation

- **Packaging of Materials:** **New tiles and sand** must be **properly packed in bags** to prevent spillage and **maintain cleanliness** in the **staircases and common areas**.

- **Debris Removal:** The contractor is **obligated to ensure that no debris is left in common areas** at the end of each workday. **Daily cleaning** of the site, including removing excess materials and maintaining the safety and cleanliness of the worksite, is mandatory.

5. Precautions in Case of Rain

- **Rain Protection Measures:** If it starts to rain during work, **plastic sheets or temporary sheds** must be **immediately deployed** to protect the work site and **prevent water seepage** into areas that could lead to damage or complaints from the residents.
- **Proactive Weather Measures:** The contractor must take all **necessary proactive measures** to safeguard the materials and work from adverse weather conditions and ensure that no **damage** occurs.

6. Leakage and Seepage Repair

- **Rectification of Seepage:** The contractor shall be responsible for **rectifying any leakage or seepage** in the newly laid **mud phaska** on the terrace. The contractor must remedy any issues at their **own cost** until the completion of the **Defect Liability Period**.
- **Failure to Rectify:** If the contractor fails to address the issue, the **Society reserves the right to carry out the necessary repairs** at the contractor's expense, and the costs will be deducted from the contractor's dues.

7. Safety and Welfare of Laborers

- **Adherence to Safety Norms:** The contractor must ensure that all safety standards and labor welfare regulations are followed on-site. This includes **providing safety equipment** (such as helmets, gloves, etc.) and ensuring workers' well-being throughout the duration of the project.
- **Responsibility for Incidents:** In the event of **any untoward incidents**, such as injuries or accidents, the contractor shall be **solely responsible** for addressing the incident and for **any liability arising** from such occurrences.

8. Working Hours and Labour Presence

- **Work Timings:** The contractor shall work according to the **mutually agreed working hours** not beyond **6:30 PM**. The contractor shall ensure that laborers are not allowed to **stay within the Society premises** before or after working hours.
- **Restricted Access:** Workers must adhere to **specific work schedules** and cannot access the premises outside of approved hours unless explicitly authorized.

9. Damage to Property

- **Liability for Damage:** If any **damage to property** belonging to residents, such as buildings, fittings, or other fixtures, occurs as a result of the contractor's work, the

contractor will be **fully responsible** for repairing or replacing the damaged property at their own cost.

10. Bill of Quantities

- **Estimated Quantities:** The quantities provided in the **Bill of Quantities (BOQ)** are **approximate estimates** meant to give a general understanding of the scope of work.
- **Actual Quantities:** Payments will be made based on the **actual work executed**. These quantities will be measured and jointly verified by the **contractor and the Society**.

11. Quoted Rates

- **Inclusion of All Costs:** The **quoted rates** must include all **construction plant and equipment, labor welfare, medical facilities** for laborers, **supervision, materials, temporary work, erection, maintenance, overhead charges, profit, GST, other taxes,** and the **transportation of materials and manpower**.
- The rates should account for all **general risks and liabilities** under the contract, including any **defects** that arise during the **maintenance period**.

12. Wastage and Additional Work

- **Wastage Inclusion:** The **description in the BOQ** should be understood to **include wastage** in execution, **carriage, cartage, hoisting, setting, fitting,** and all **labor** required for the execution and completion of the work.
- **Carriage and Handling:** The contractor is responsible for **transporting materials** to and from the site, including any incidental handling required for their safe delivery.

13. Work Timings Restrictions

- **Restrictions Imposed by Society:** The **Society may impose certain timing restrictions** for the execution of work (e.g., working hours, weekends). The contractor must take these **restrictions into account** when quoting rates to ensure they are capable of complying with the timing restrictions.

14. Safety Measures for Residents

- **Precautions for Safety and Security:** The contractor shall take all necessary steps to ensure the **safety and security** of the **residents** and the **property**. This includes providing **barricades, signs, and safety measures** around the work area at the contractor's cost to prevent accidents or disruptions.

15. Completion of Work

- **Completion of Items:** Bidders' **quoted rates** shall be for the **complete finished item** as per the BOQ and must include **all ancillary work necessary** to ensure completion of the work as per the specification. This includes all **leads, and any additional requirements** unless otherwise specified in the item description.

16. Material Procurement

- **Authorized Suppliers:** All materials shall be **procured from reliable and authorized suppliers** to ensure that the materials meet the specified **quality standards**. Any deviation from this requirement shall be deemed a violation of the contract.

17. Removal of Labor or Supervisory Staff

- **Removal of Workers:** The **Society may direct the contractor to remove any laborer or supervisory staff** from the worksite if the Society finds them unsuitable. The contractor is **bound to comply** with these instructions without delay.

18. Use of Dismantled Materials

- **Reusing Dismantled Materials:** Any **old serviceable tiles and clay** obtained during dismantling can be used by the contractor for re-laying, provided they meet the required standards. If new tiles or additional materials are needed, the **contractor must provide them at the same cost**.

19. Care during Dismantling

- **Care During Dismantling:** The contractor must take **great care during the dismantling of tiles and clay** to ensure **no damage** is caused to materials that will be reused.
- **Re-laying Tiles:** Only **undamaged tiles** shall be used for re-laying unless explicitly authorized by the Society to use damaged tiles.
- **Cleaning and Adhesive Application:** Before re-laying tiles, they shall be **thoroughly cleaned**, and the roof shall be **properly repaired**. An **adhesive coating** shall be applied to ensure that the tiles are firmly bonded to the roof.

CHAPTER-IV
TECHNICAL SPECIFICATIONS OF CONTRACT
TABLE OF CONTENTS

CLAUSE NO	TITLE OF CLAUSE
1	General Compliance
2	Material Standards
3	Execution and Workmanship
4	Quality Control & Inspections
5	Adherence to Safety & Environmental Norms
6	Final Acceptance & Certification
7	Cement Plaster (CP)
8	Additional Considerations

Technical Specifications

All works executed under this contract shall conform to the CPWD Specifications 2019, Vol. I & II, including all amendments and updates issued thereafter. The latest CPWD Works Manual, IS Codes, and guidelines prescribed by the Bureau of Indian Standards (BIS) shall be strictly followed in the execution of terrace and tank repair work.

While CPWD specifications shall serve as the primary benchmark for quality and execution, additional specifications for specific items are detailed below. Any deviation or modification from CPWD standards shall be approved in writing by the designated authority before implementation.

1. General Compliance

- All **materials, workmanship, and execution methodologies** shall conform to the **latest CPWD specifications and IS Codes**.
- No **substandard materials or unauthorized construction practices** shall be permitted.
- Any **modifications, additional works, or deviations** from standard specifications shall be **subject to prior approval** from the Tender Committee/ Society.

2. Material Standards

- **Only approved materials** conforming to **CPWD and BIS standards** shall be used for all **repair and waterproofing works**.
- The following materials shall meet the **prescribed quality, strength, and durability parameters**:
 - **Cement** – Shall comply with **IS 269 / IS 1489** (Ordinary Portland Cement or Portland Pozzolana Cement).
 - **Sand** – Shall be clean, well-graded, and conform to **IS 383**.
 - **Aggregates** – Shall be of specified grading and conform to **IS 2386**.
 - **Waterproofing Compounds** – Only CPWD/BIS-approved brands shall be used.
 - **Adhesives, Sealants & Tiles** – Must meet the requirements of relevant IS Codes.
- **Material Testing**
 - Testing of **cement, sand, aggregates, and waterproofing compounds** shall be carried out as per CPWD norms.
 - **Test reports** shall be submitted for verification whenever required by the supervising authority.

3. Execution and Workmanship

- The contractor shall employ **best construction practices** and follow **CPWD-approved methodologies** to ensure:
 - **Long-term durability** of terrace and tank repairs.
 - **Effective waterproofing measures** to prevent leakage and seepage.
 - **Structural stability and load-bearing capacity** are not compromised at any stage.
- **Surface Preparation & Application**
 - Proper surface **cleaning, levelling, and waterproofing application** shall be ensured before plastering or tile laying.
 - **Joints, cracks, and voids** shall be treated with suitable materials to prevent future damage.
- **Work Sequencing**
 - All works shall be **executed in a systematic manner**, ensuring quality control at every stage.

4. Quality Control & Inspections

- The work shall be subject to **regular inspections** by the designated **engineer or supervising authority**.
- **Quality checkpoints** shall be established for each stage, including:
 - **Material verification before use.**
 - **Adherence to mix proportions and curing time.**
 - **Ensuring uniform thickness and finishing of plaster/waterproofing layers.**
- Any **defects, non-compliance, or poor workmanship** identified shall be **rectified at the contractor's expense** before proceeding further.

5. Adherence to Safety & Environmental Norms

- The contractor shall ensure **all safety protocols** are followed to prevent:
 - **Accidents, material wastage, or environmental hazards** during execution.
 - **Damage to surrounding structures, property, or public spaces.**
- **Debris & Waste Disposal**
 - All **malba (construction waste), debris, and dismantled materials** shall be **collected and stacked at designated locations.**

- Disposal shall be carried out as per **municipal and environmental regulations**, ensuring **cleanliness at all times**.

6. Final Acceptance & Certification

- Upon completion, the work shall undergo **joint inspection** by the **Tender Committee/Society and the contractor**.
- If any **defects, inconsistencies, or deficiencies** are observed, the contractor shall:
 - **Rectify the identified issues** as per the prescribed CPWD standards.
 - Ensure final **compliance and approval before release of payment**.

The contractor shall be fully responsible for **ensuring compliance with all technical standards, quality norms, and safety regulations** as per CPWD guidelines.

7. Cement Plaster (CP)

The cement plaster with cement mortar shall be applied wherever necessary for **patch repairs, parapet walls, brickwork, or columns** to ensure structural integrity and a smooth, durable finish. The entire process shall be executed with precision and adherence to quality standards.

a. Surface Preparation & Application

1. Dismantling & Cleaning:

- Before commencing the plastering work, the **existing cement plaster shall be carefully dismantled** to expose the underlying brick or concrete surface.
- All **dust, loose mortar, and debris** shall be thoroughly removed by brushing and cleaning.
- The **joints shall be properly raked out** to ensure a strong bond between the new plaster and the substrate.
- The surface shall be **thoroughly washed with water, cleaned, and kept wet** for an adequate period before applying the plaster.

2. Application Process:

- Plastering shall begin from the **top of the parapet and progress downward towards ground level (GL)** to maintain uniform application and avoid inconsistencies.
- The applied plaster shall be **even and finished to a true surface**, ensuring a **uniform texture and durability**.
- All **corners, arises, angles, and junctions** shall be carefully aligned, maintaining strict **vertical and horizontal accuracy** as per the design specifications.

8. Additional Considerations:

- **Provision of grooves** at junctions or other specified locations shall be made **without any extra payment** to the contractor.
- Any **holes, gaps, or openings** in shafts or walls shall be properly filled with **cement concrete or cement mortar** before commencing the plastering work.

b. Curing

- Curing shall commence **once the plaster has hardened sufficiently** to prevent damage when exposed to water.
- The plastered surface shall be **kept wet for a period of 7 days** or as per the instructions of the **Tender Committee/Society** to ensure proper strength and durability.

c. Precautions & Defect Rectification

- In case of any **cracks** appearing on the plastered surface, or if any portion **sounds hollow when tapped, appears soft, or is otherwise defective**, the affected area shall be:
 - **Cut in a rectangular shape** and redone as per the specified standards.
 - Rectification shall be done **at no additional cost** to ensure long-term durability.
- All **debris, malba, and waste materials** generated from dismantling shall be **properly stacked at designated locations** before disposal.
- The contractor shall be responsible for **transporting and disposing of the debris** to the nearest **designated dumping ground outside the society campus** in compliance with environmental regulations.

d. Measurement & Payment

1. Measurement Criteria:

- **Length and breadth** of the plastered surface shall be measured to the nearest **centimetre (cm)**.
- The total **area shall be calculated in square meters (sq. m.)** for billing purposes.

2. Rate Inclusions:

- The quoted rate shall **include the cost of all labour and materials** required for plastering, including **surface preparation, application, finishing, and curing**.
- **Dismantling of existing cement plaster** shall be paid for **separately** as per contract provisions.
- **Filling of holes, grooves, and patchwork repairs** shall be deemed included in the plastering cost and **shall not be charged separately**.

Eligibility Criteria

Name of work	Repairing of Mud Phaska & Water Tank Columns in Mahalaxmi CGHS Ltd. Sector 2, Dwarka. New Delhi 110075
Contractor Name	

S. No	Particulars	Yes	No	Page No
1	D.D for Earnest money deposit.			
2	Copy of Pan Card			
3	Copy of GST registration and latest return of GST			
4	Copy of work registration			
5a	An undertaking for not been debarred/blacklisted as on date in any government organization, department / agency on contractor letter head, as per Annexure-II .			
5b	An undertaking for the confirmation of knowledge of Tender Document/ Consent for Bid Validity Extension as per Annexure-III .			
6	The eligible contractor must have satisfactorily executed building works/ water, sewer piping works/ building repair works as mentioned below, in the last 5 (Five) years ending the last day of the month previous to one month in which the tender is invited. The tenderer must also provide details such as address and contact number of the person, where works executed and satisfactorily completed the works by him in support of his tender. <ul style="list-style-type: none"> • One similar building works/ water, sewer piping works/ building repair works of each work cost not less than the amount equal to 80% of estimated cost put to tender or more. OR • Two similar building works/ water, sewer piping works/ building repair works of each work cost not less than the amount equal to 50% of estimated cost put to tender or more. OR • Three similar building works/ water, sewer piping works/ building repair works of cost not less than the amount equal to 40% of estimated cost put to tender or more. 			
7	The value of executed works shall be brought to the current costing label by enhancing the actual value of work at simple rate of 7% (Seven) per annum, calculated from the date of completion to previous day of last of submission of tenders.			
8	The bidders should not have incurred any loss (profit after tax should be positive) in more than two years during available last five consecutive balance sheets, duly verified and audited by Chartered Accountant. Duly Certified Balance Sheets and Profit & Loss account for last 5 years Attached?			
9	Photocopy of receipt issued by the Society for depositing of tender document fee.			

Signature of Contractor /Authorized Representative

Date: __/__/__

Name: _____

Designation with Seal _____

Annexure-II

Name of work	Repairing of Mud Phaska & Water Tank Columns in Mahalaxmi CGHS Ltd. Sector 2, Dwarka. New Delhi 110075
Contractor Name	

UNDERTAKING FOR HAVING NOT BEEN DEBARRED /BLACKLISTED

I/we hereby confirm and declare that M/s. _____, is not blacklisted/ De-registered/ debarred by any Government department/ Public Sector Undertaking/ Private Sector/ or any other agency for which we have Executed/ Undertaken the works/ Services.

Place: _____

Signature of Contractor /Authorized Representative

Date: __/__/__

Name: _____

Designation _____

Seal of the contractor

Annexure -III

Name of work	Repairing of Mud Phaska & Water Tank Columns in Mahalaxmi CGHS Ltd. Sector 2, Dwarka. New Delhi 110075
Contractor Name	

UNDERTAKING FOR CONFIRMATION OF KNOWLEDGE OF TENDER DOCUMENTS / CONSENT ON EXTENSION OF VALIDITY

I/We undertake that I/We _____ have gone through the NIT conditions, Technical Specifications, Additional Conditions of Contract, General Conditions of Contract along with necessary Proforma, Important definitions and Safety Code. I/We further confirm of having full knowledge that the above conditions are to form a part of the contract agreement executed.

I/We further agree that I/We have no objection in the case of extending the bid validity period by maximum 60 days on society / tender committee request as mentioned in clause 9.

Place: _____

Signature of Contractor /Authorized Representative

Date: __/__/__

Name: _____

Designation _____

Seal of the contractor

Proforma for Pre-bid Clarification

A Clarification related to Tender Documents

Name of work	Repairing of Mud Phaska & Water Tank Columns in Mahalaxmi CGHS Ltd. Sector 2, Dwarka. New Delhi 110075
Contractor Name	

S. No	Page No. Document.	Tender	Clause No.	Provision in referred clause	Clarification Sought

B Other Clarification related to Tender

Name of work	Repairing of Mud Phaska & Water Tank Columns in Mahalaxmi CGHS Ltd. Sector 2, Dwarka. New Delhi 110075
Name of Contractor	

S. No	General Query related to Tender	Comments/Clarification Sought

Authorized Signatory

Name _____

Designation _____

Seal of the contractor

Annexure-V

Contract Agreement No _____ (2024-2025)

This agreement is made at Delhi on this ____ day of ____

Between

Mahalaxmi Co-operative Group of Housing Society, Plot No-4, Sector-2, Dwarka, New Delhi-110075. Party of the first part. And

_____ hereinafter referred to as contractor the party of second part.

Whereas the party of the second part has agreed to execute the works “Repairing of Mud Phaska & Water Tank Columns in Mahalaxmi CGHS Ltd. Sector 2, Dwarka. New Delhi 110075 at the total cost of Rs. _____ as approved by Society _____ vide decision/ LOI dated _____.

Now this agreement witnesseth as under:

Whereas the party of the second part has agreed to execute the work _____

The parties have agreed to abide by the Instruction for bidders’ clauses 1 to 23, General conditions of contract clauses 1 to 45, Additional conditions of contract clauses 1 to 19, Technical Specifications clauses 1 to 4, bill of quantities with tender form and these shall form a part of the contract.

For due fulfilment of contractual obligation the contractor has deposited tender fee Rs. _____ vide _____ dated _____ with _____ in favour of society and Earnest Money Deposit _____. In case the contractor fails to start the work within stipulated period or to complete the work action shall be taken against the contractor as per the provision of Clause 12 (page no.9) for forfeiture of Earnest Money and vide Clause 04 (page no.17) for forfeiture of Performance Guarantee. The date of start of work is _____ and work will be completed within 120 days from the start date. Time shall be the essence of the contract. In witness, thereof the parties have executed agreement on the day and placed mentioned above.

Contractor

President

Witness

1

2.

Performance Bank Guarantee

In consideration of Mahalaxmi CGHS Ltd (Regd.) Plot No.4, Sector-2, Dwarka, New Delhi-110075 having offered to accept the terms and conditions of the proposed agreement between _____ and _____ (hereinafter called "the said Contractor(s)" for work (hereinafter called "the said agreement") having agreed to production of irrevocable Bank Guarantee for Rs. _____(Rupees) as a Security/ Guarantee from the Contractor(s) for compliance to his obligations in accordance with the terms and conditions in the said agreement.

1. We _____ do hereby undertake to pay the Society an amount not exceeding Rs. _____ (Rupees _____ only) on demand by the Society.
2. We _____ do hereby undertake to pay the amount due and payable under this guarantee without any demure, merely on a demand from the Society stating that the amount claim as required to meet the recoveries due or likely to be due from the said contractor(s). Any such demand made on the bank shall be conclusive as regards the amount due and payable by the bank under this Guarantee. However, our liability under this guarantee shall be restricted to an amount not exceeding Rs. _____ (Rupees _____ only).
3. We, the said bank further undertakes to pay the Society any amount so demanded notwithstanding any dispute or disputes raised by the contractor(s) in any suit or proceeding pending before any court or Tribunal relating thereto, our liability under this present being absolute and unequivocal. The payment so made this bond shall be a valid discharge of our liability for payment there under and the Contractor(s) shall have no claim against us for making such payment.
4. We, _____ further agree that the guarantee herein contained shall remain in full force and effect during the period that would be taken for the performance of the said agreement and that continue to be enforceable till all the dues of the Society under or by virtue of the said agreement have been fully paid and its claims satisfied or discharged or till Tender Committee on behalf of the Society certified that the terms and conditions of the said agreement have been fully and properly carried out by the said Contractor(s) and accordingly discharge the guarantee.
5. We, _____ further agree with the Society that the Society shall have fullest liberty without our consent and without affecting in any manner our obligation hereunder to vary any of the terms and conditions of the said agreement or to extend time of performance by the said Society from time to time or to postpone for any time

or from time to time any of the powers exercisable by the Society against said Contractor(s) and to forbear or enforce any of the terms and conditions relating to said agreement and we shall not be relieved from our liability by reason of any such variation, or extension being granted to the said Contractor(s) or for any forbearance act of omission on the part of the Society or any indulgence by the Society to the said Contractor(s) or by any such matter or things whatsoever which under the law relating to surety would, but for this provision, have effect so relieving us.

6. This guarantee will not be discharged due to the change in the Constitution of the Bank _____ or _____ the _____ Contractor(s).
7. We, _____ lastly undertake not to revoke this guarantee except with the previous consent of the Society in writing.
8. **This guarantee shall be valid up to _____ unless extended on demand by the Society. Notwithstanding anything mentioned above, our liability against this guarantee is restricted to Rs. _____ (Rupees _____ only) and unless a claim in writing is lodged with us within twelve months of the date of expiry or the extended date of expiry of this guarantee all our liabilities under this guarantee shall stand discharged.**
9. Dated the _____ day or _____ for _____ (indicate the name of Bank).

Annexure-VII

Name of work	Repairing of Mud Phaska & Water Tank Columns in Mahalaxmi CGHS Ltd. Sector 2, Dwarka. New Delhi 110075
Contractor Name	

Format for Power of Attorney

1. I/We_____ hereby nominate/appoint/declare Mr._____ as my/our representative to work in supervisory capacity for the works mentioned above and to comply with the instruction by the Mahalaxmi CGHS Ltd, PlotNo-4, Sector-02, Dwarka, New Delhi-110075, during the execution of works.
2. I/We_____ further undertake that Mr._____ is capable to perform and responsible person of our organisation. I/We further be responsible for acts done by him as if done by us.

Authorized Signatory

Name _____

Designation_____

Seal of the contractor

Personnel and Establishment

(Firm structure)

1. Name and address of the bidder :
2. Telephone Number :
3. Email ID :
4. Legal status of the bidder :
(Attach copies of original documents
Defining the legal status)
 - a. An individual.
 - b. A proprietary firm.
 - c. A firm is partnership.
 - d. A limited Company or Corporation.
5. Particulars of registration with various contract bodies (attach attested photocopy).

Organisation Place & Registration No.

- 1.
- 2.
- 3.

Signature of Bidder(s)

Seal of the contractor

UNDERTAKING FOR EARNEST MONEY DEPOSIT

(To be printed on firm's letter head)

I/We hereby submit undertaking that if I/We withdraw or modify our bids during the period of validity etc. I/We debarred in the event of re-tendering and society shall full right to forfeit my/our earnest money absolutely.

Date

Authorized Representative

Witness

Name

Name

Address

Address

Signature

Signature

Seal of the contractor

Form of Bid

To,

The President,
Mahalaxmi CGHS Ltd
Plot No-4, Sector-2,
Phase-1, Dwarka
New Delhi-110075.

Subject: - Repairing of Mud Phaska & Water Tank Columns in Mahalaxmi CGHS Ltd. Sector 2, Dwarka. New Delhi 110075

Sir,

With reference to the bidding documents vide NIT _____.

1. We the undersigned, having examined the conditions of contract, specifications and bill of quantities for the execution of above-named works offer to execute and complete the whole of the said works in conformity with the said conditions of contract, specification and bill of quantities given in the bidding documents for the sum _____ of _____ (Total Bid Price both in figures and words) or other sum as may be ascertained in accordance with the said conditions.
2. **The Bid security for the amount of Rs. _____ in form of Demand Draft No. _____ dt. _____ enclosed.**
3. We undertake, if our bid, is accepted to commence and the complete and deliver the whole of works comprised in the contract within four months. (Time should confirm to the timing specified by Tender Committee/Society in the bidding documents) calculated from the last day of the aforesaid period in which the works to be commenced.
4. If our bid is accepted, we will furnish a performance security in the form of the bank guarantee to be jointly and severally bound with us in an amount of (5%) Five percent of the above amount in accordance with the conditions of contract.
5. We agree to abide by this Bid for the period of (180 days) calendar year from the date of opening of technical bid & financial bid and it shall remain binding upon us and may be accepted at any time before the expiration of the period.
6. Unless and until a formal Contract Agreement is executed this Bid subsequent correspondences together with the letter of award / Purchase order of society shall constitute a binding contract between us and society.

7. We understand that society is at liberty not to accept the Bids. We also understand that society is at liberty not to accept any or all Bids and society is at liberty to negotiate with Bidder(s) at any stage.

Dated this _____ day of _____ 2025.

(Signature and full Name)

Title _____

Firm Address

Telephone

Email

Witness

Annexure-XI

Tender Form

To,

Date_____

The President,
Mahalaxmi CGHS Ltd
Plot No-4, Sector-2,Phase-1, Dwarka
New Delhi-110075.

Dear sir,

1. I/We read & examined the following tender documents relating to the under mentioned works.

Repairing of Mud Phaska & Water Tank Columns in Mahalaxmi CGHS Ltd. Sector 2, Dwarka. New Delhi 110075

2. I/We hereby tender for the entire works referred to in the documents mentioned in the contract documents upon the terms and condition contained or referred to in the aforesaid documents.
3. I/We agree to keep this tender open for acceptance for 180 days and extended period, if any, from the date of opening thereof and also agree not to make any modification in the terms and conditions on our own accord.
4. I/We agree that if I/We fail to keep the validity of tender open as aforesaid or make any modification in the terms & conditions of my/our tender on our accord and /or after the acceptance of our tender/ letter if intent, if I/We fail to commence the execution of the works as provided in the documents referred to in paragraph 1 above. I/We shall become liable for forfeiture of my/our earnest money as aforesaid and society shall without prejudice to any other right or remedy, be at liberty to forfeit the said earnest money absolutely. Should this tender be accepted. I/We agree to abide by and fulfil all the terms and conditions and provision of the above-mentioned tender documents.

Thanking you,

Yours faithfully

(Name of Bidder with signature)

Financial Information

Detail to be furnished duly supported by figures of balance sheet/profit& loss account for the last five (05) years duly verified by the Chartered Accountant, as submitted by the applicant for the Income Tax Department. (Copies to be attached)

Annual Turnover Data (Works only)

Year	Annual Turnover	Profit/Loss
2023-2024		
2022-2023		
2021-2022		
2020-2021		
2019-2020		
Average Annual Balance Turnover		

Balance sheets, Profit & loss statement auditors reports in case a Company/Corporation etc. List them below and attach copies duly certified by Chartered Accountant.

- (i) a. Gross Annual Turnover on construction works.
b. Profit & Loss
- (ii) Financial arrangement for carrying out the proposed works.
- (iii) Solvency certificate from bankers of the bidder in prescribed form.
- (iv) Self attested copy of Pan Card.
- (v) Self attested copy of GST number.

Signature of C.A with seal

Signature of Bidder

Seal of the contractor

Annexure -XIII

Preferred List of approved make of Materials

CEMENT	ACC, Birla, Ambuja, Jaypee, Ulta Tech, JK Cement, Shree Cement
Waterproofing Adhesives (For Terrace Repairs & Coatings)	Dr. Fixit 301 Pidicrete URP, Fosroc Brushbond / Nitocote, BASF MasterSeal, Sika Latex Power / SikaTop Seal, STP ShaliCrete, Weber Dry Seal

Tenderer Information Form
(To be filled by the eligible contractor)

1. Tenderer Details

- Name of the Contractor/Firm: _____
- Address: _____
- Contact Person Name: _____
- Phone Number: _____
- Email Address: _____

2. Work Experience (Last 5 Years)

(Please provide details of building works/ water, sewer piping works/ building repair works satisfactorily executed in the last five years ending the last day of the month previous to the one in which the tender is invited.)

Sr. No.	Name of Work & Location	Contract Value	Year of Completion	Contact Person Name	Contact Number
1.					
2.					
3.					
4.					
5.					

Jobs mentioned above shall be verified over the phone or in person by the tender committee / Society.

3. Declaration

I/We hereby declare that the information provided above is true and correct to the best of my/our knowledge. I/We understand that any false information may lead to disqualification.

- Authorized Signatory: _____
- Designation: _____
- Date: _____
- Company Seal (if any): _____

I/We do not have any objection if the tender committee / Society verifies the works mentioned above by me/us, through phone or in-person with the concerned parties.

- Authorized Signatory: _____
- Designation: _____
- Date: _____
- Company Seal (if any): _____

CHECK LIST

This check list should be the first document of your bid numbered as page-1.

Tender clause No.	The Bidding Document	Reference Page No. & Document
<p>Clause 6A Eligibility Criteria Page No. 6 & 7</p>	<p>a. D.D for Earnest money deposit.</p> <p>b. Copy of PAN card.</p> <p>c. Copy of GST registration and latest return of GST.</p> <p>d. Copy of work registration.</p> <p>e. An undertaking for not been debarred/blacklisted as on date in any government organization, department / agency on contractor letter head, as per Annexure-II.</p> <p>f. An undertaking for the confirmation of knowledge of Tender Document/ Consent for Bid Validity Extension as per Annexure-III.</p> <p>g. The eligible contractor must have satisfactorily executed building works/ water, sewer piping works/ building repair works as mentioned below, in the last 5 (Five) years ending the last day of the month previous to one month in which the tender is invited. The tenderer must also provide details such as address and contact number of the person, where works executed and satisfactorily completed the works by him in support of his tender.</p> <ul style="list-style-type: none"> • One similar building works/ water, sewer piping works/ building repair works of each work cost not less than the amount equal to 80% of estimated cost put to tender or more. OR • Two similar building works/ water, sewer piping works/ building repair works of each work costing not less than the amount equal to 50% of estimated cost put to tender or more. OR • Three similar building works/ water, sewer piping works/ building repair works of each work costing not less than the amount equal to 40% of estimated cost put to tender or more. <p>h. The value of executed works shall be brought to the current costing label by enhancing the actual value of work at simple rate of 7% (Seven) per annum, calculated from the date of completion to previous day of last of submission of tenders.</p> <p>i. The bidders should not have incurred any loss (profit after tax should be positive) in more than two years during available last five consecutive balance sheets, duly verified and audited by Chartered Accountant.</p> <p>j. Photocopy of receipt issued by the Society for depositing of tender document fee.</p>	

Regd.No.509 (GH)

Ph.011-45097203

MAHALAXMI CO-OPERATIVE GROUP HOUSING SOCIETY LTD.

Plot No-4, Sector-2, Dwarka, Phase-1, New Delhi-110075

Email ID: mahalaxmicghs@gmail.com

TENDER

**NAME OF WORK: Repairing of Mud Phaska & Water Tank Columns in
Mahalaxmi CGHS Ltd. Sector 2, Dwarka. New Delhi 110075**

(FINANCIAL BID)

Repairing of Mud Phaska & Water Tank Columns in Mahalaxmi CGHS Ltd. Sector 2, Dwarka. New Delhi 110075

BILL OF QUANTITIES (BOQ)

S.NO	DESCRIPTION OF ITEM	QTY	UNIT	RATE (INR)	AMOUNT (INR)
1	Demolishing mud phaska in terracing and disposal of material within 50 metres lead.	2800	SQM		
2	10 cm thick (average) mud phaska of damped brick earth on roofs laid to slope consolidated and plastered with 25 mm thick mud mortar mixed with bhusa @ 35 kg per cum of earth and gobri leaping with mix 1:1 (1 clay : 1 cow dung) and covered with flat tile bricks, grouted with cement mortar 1:3 (1 cement : 3 fine sand) mixed with 2% of integral water proofing compound by weight of cement and finished neat by using Existing Clay & serviceable tiles and adding extra clay and brick tiles of class designation 10, if needed (the cost of the new tiles or brick and adding fresh clay to maintain proper slop is included) a. With common burnt clay F.P.S.(non modular) brick tile of class designation 10	2800	SQM		
3	Providing, mixing and applying bonding coat of approved adhesive on chipped portion of RCC and over terrace surface, after properly cleaning of surface as per specifications and direction of Engineer In-charge complete in all respect SBR Polymer (@10% of cement weight) modified cementitious bond coat @ 2.2 kg cement per sqm of surface area mixed with specified proportion of approved polymer	2800	SQM		
4	Making khurras 45x45 cm with average minimum thickness of 5 cm cement concrete 1:2:4 (1 cement : 2 coarse sand : 4 graded stone aggregate of 20 mm nominal size) over P.V.C. sheet 1 m x1 m x 400 micron, finished with 12 mm cement plaster 1:3 (1 cement : 3 coarse sand) and a coat of neat cement, rounding the edges and making and finishing the outlet complete	60	Each		
5	Providing and fixing to the inlet mouth of rain water pipe cast iron grating 15 cm diameter and weighing not less than 440 grams.	60	Each		
6	Providing gola 75x75 mm in cement concrete 1:2:4 (1 cement : 2 coarse sand : 4 stone aggregate 10 mm and down gauge), including finishing with cement mortar 1:3 (1 cement : 3 fine sand) as per standard design In 75x75 mm deep chase	750	MTR		

7	Repairs to plaster of thickness 12 mm to 20 mm in patches of area 2.5 sq.meters and under, including cutting the patch in proper shape, raking out joints and preparing and plastering the surface of the walls complete, including disposal of rubbish to the dumping ground, all complete as per direction of Engineer-in-Charge. With cement mortar 1:4 (1cement: 4 coarse sand)	500	SQM		
8	Chipping of unsound/weak concrete material from slabs, beams, columns etc. with manual Chisel and/ or by standard power-driven percussion type or of approved make including tapering of all edges, making square shoulders of cavities including cleaning the exposed concrete surface and reinforcement with wire brushes etc. and disposal of debris for all lead and lifts all complete as per direction of Engineer-In-Charge	228	SQM		
9	Providing and laying SBR Polymer modified (of approved make @minimum 2% by wt. of cement used) plain/reinforced concrete jacketfor the structural members e.g. columns, pillars, piers, beams etc withconcrete having the specified minimum characteristic compressivestrength [with ordinary portland cement, coarse sand and graded stoneaggregate of 10 mm maximum size in proportion as per design criteria]with specified average thickness all-round existing core of RCC member. Note: Rates shall be for finished surface area of concrete and shall include the cost of making holes in existing RCC slab, if required, forpouring concrete in shuttering mould of jacket and appropriate approved Super-Plasticiser for rendering concrete as flowable self-compacting and SBR polymer cantering and shuttering, strutting, propping but shall exclude cost of reinforcement, bond coat, ShearKeys, etc (Payment underthis item shall be made only after proper wet curing has been done andsurface has been satisfactorily evaluated by sounding/tapping with a bluntmetal instrument):75 mm thick in Grade M25 with cement content not less than 330 kg per cum	68	SQM		
10	Providing, mixing and applying SBR polymer (of approved make) modified Cement mortar in proportion of 1:4 (1 cement: 4 graded coarse sand with polymer minimum 2% by wt. of cement used) as per specifications and directions of Engineer-in-charge. Note: Measurement and payment: The pre-measurement of thickness shall be done just after the surface preparation is completed and Payment under this item shall be made only after proper wet curing has been done and surface has been satisfactorily evaluated by sounding / tapping with a blunt metal instrument and/or the 75 mm size cube crushing strength at the end of 28 days to be not less than 30 N/Sqmm2). 25 mm average thickness in 2 layers.	148	SQM		

11	Providing and fixing hard drawn steel wire fabric of size 75 x25 mm mesh or other suitable size wire mesh to be fixed & firmly anchored to the concrete surface by means of "L" shaped mild steel shear key welded with existing reinforcement including the cost of materials, labour, tool & plants as approved by Engineer-in-charge.	68	SQM		
12	Brick work with common burnt clay F.P.S. (non-modular) bricks of class designation 7.5 in superstructure above plinth level on roof terrace in all shapes and sizes in: a. Cement mortar 1:4 (1 cement: 4 coarse sand)	23	CUM		
13	15 mm cement plaster 1:3 (1 cement: 3 coarse sand) finished with a floating coat of neat cement on the rough side of single or half brick wall.	137	SQM		
				TOTAL	
<p>Note: The rates should include the cost of all input involved for the execution of above items such as material, transportation, labour, taxes, cess etc. no additional charges to be paid for any other items.</p> <p>All measurements related to the executed work shall be recorded and verified at the time of final payment to ensure accuracy and correctness in the billing process.</p> <p>The measurements shall be conducted in compliance with CPWD norms and standard measurement practices, ensuring transparency and accountability.</p> <p>Payments shall be made strictly based on actual measured quantities, ensuring that the bidder is compensated fairly for the work executed.</p>					

Authorized Signatory

Name _____

Designation _____

Seal