

- a. This Contract shall come into effect from the date the Contract is signed by the MC and Contractor.
- b. The Contractor shall begin carrying out the work no later than 15 days after the Effective date of the Contract.
- c. Any modifications or variation of the terms and conditions of this Contract, including any modification or variation of the scope of work, may be made by the MC and Consultant as per the ground realities without assigning any reasons whatsoever to the Contractor.

13. FORCE MAJEURE:

For this Contract, "Force Majeure" means an event which is beyond the reasonable control of a Party and which makes a Party's performance of its obligations under the Contract impossible or so impractical as to be considered impossible under the circumstances, confiscation or any other action by the government agencies. The period of completion of job would be extended till the force majeure conditions are not cleared subject to maximum of six months.

14. TERMINATION:

The Contract would be terminated by the MC at any time in the event of violation of any of the tender conditions by the Contractor. The remaining job under the Contract would be got done through other sources at the cost & risk of the Contractor.

15. GOOD FAITH AND INDEMNITY:

The Parties undertake to act in good faith with respect to each other's right under this Contract and to adopt all reasonable measures to ensure the realization of the objective of this Contract.

16. SETTLEMENT OF DISPUTES:

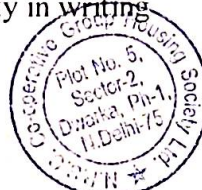
a. Amicable Settlement

The parties agree that the avoidance or early resolution of disputes is crucial for the smooth execution of the Contract and success of the assignment. The Parties shall use their best efforts to settle amicably all disputes arising out of or in connection with this Contract or its interpretation.

In the event of any dispute between the parties arising out of or in connection with this Contract, including the validity thereof, the parties, hereto, shall Endeavour to settle such dispute amicably in the first instance. The parties, hereto, after reasonable attempts, which shall continue for not less than 30 days, give a notice to this effect to the other party in writing.

b. Arbitration:

In case of such failure, to resolve the dispute amicably, the same shall be referred to a sole



Arbitrator, who shall be appointed by the parties by mutual consent. The arbitration proceedings shall be governed by the Arbitration and Conciliation Act, 1996 and any subsequent amendments thereto. The place and seat shall be New Delhi, India, and the proceedings shall be conducted in English language. The fee applicable to the Arbitrator would be shared equally by both the parties.

c. Jurisdiction:

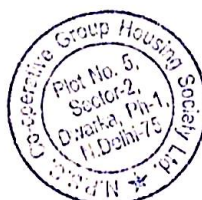
The language of arbitration proceedings shall be English. Any disputes arising in relation to this Contract which are not solved amicably shall be subjected to the jurisdiction of courts at the premises i.e., Dwarka, Delhi. The court at Dwarka, Delhi, shall have exclusive jurisdiction in relation to the said Contract.

17. WORKING CONSTRAINTS:

The buildings are in use and shall remain operational during the work progress. The nature of surroundings is fire hazard prone. Also, the entire premises is sensitive from a security point of view. There will be constraints in working.

A congested network of pipes, electrical wires and other fixtures are running very closely to the structural elements to be retrofitted.

The working space will be less and there will be loss of time due to removal and relocation of these.



SECTION - 3.0

SPECIAL CONDITIONS OF THE CONTRACT

2. Contract Agreement

The Employer and the Contractor have entered into and executed the Contract with the following terms and conditions:

The Contractor shall be responsible for the completion of the work within the specified time and budget.

The Contractor shall be responsible for the safety of the work and the workers.

The Contractor shall be responsible for the quality of the work and the materials.

The Contractor shall be responsible for the maintenance of the work and the materials.

The Contractor shall be responsible for the disposal of the waste and the debris.



SPECIAL CONDITIONS OF THE CONTRACT:

Important Terms:

- The drawings enclosed are tentative. During the execution, certain changes may be proposed by the consultant. Some methodological change might also be suggested as per the actual condition. No claim or deviation can be claimed by the Contractor on account of this.
- The Consultant may change the methodology during execution and deviation from the scope of work
- The engineer in charge may change item or drawing as per site requirement
- In case of any ambiguity in the written clauses in this tender documents, the Client's decision will be final
- No Payment will be made to the Contractor for damages caused by rains & other natural calamities during execution of the work and no such claim on this account will be entertained

1. Notices:

Any notice, request or consent required or permitted to be given in this Contract shall be in writing. Any such notice, request or consent shall be deemed to have been given or made when delivered in person to an authorized representative of the party to whom the communication is addressed.

2. Contract Agreement:

The selected Bidder shall enter into and execute the Contract with the Client. The Contract agreement shall include the

(i) bid document, (ii) copy of the bank guarantee (BG) for performance security, (iii) minutes of the pre bid meeting if any, (iv) all letters exchanged between the Bidder and Client before the date of execution of the Contract, (v) scope of work, (vi) Contract fee, (vii) payment schedule, (viii) project time schedule, and (ix) other clauses like indemnity clause, provisions for modification of the Contract, termination of the Contract, confidentiality, obligations and liability of the parties, settlement of disputes, liquidated damages, representations, warranties and disclaimer, force majeure, serviceability, survival clauses etc. The Contract will be executed within 30 days from the date of issue of the Letter of Intent (LOI).

3. Rate Variation:

The bidder should take all necessary measures to ascertain that the information in its possession allows it to define the Contract price. The Contractor has fully



considered that the said information only reflects the situation as known at the date of award of the Contract and has to take into account that the said situation shall necessarily change during the life of the project. **The bidder further confirms that once the Contract is awarded and or signed at the agreed Contract price, there will not be any price variation / escalation.**

If the rate for additional, altered or substituted work is directly available in the contract for the work, the contractor is bound to carry out the work at the same rates as are available in the contract for the work. There will be no rate revision if the quantity exceeds

4. **Deployment of Specialized Supervisory Manpower:**

S. No.	Details	Nos
1.	Site Engineer (Graduate/Diploma Civil Engineer with minimum 3 years' experience)	02 (Full Time)
2.	Supervisor	03

5. **Standard of Performance:**

The Contractor shall undertake the work and carry out its obligations hereunder with all due diligence, efficiency and economy, in accordance with generally accepted professional standards and practices and employ the qualified technical staff and effective equipment, machinery, material and methods. The Contractor shall execute the work and act always under the guidance of the Consultant.

6. **Working Constraints:**

- The building is in use and shall remain operational during the work progress. The nature of surrounding is fire hazard prone. Also, the entire premises is sensitive from the security point of view. There will be constraints in working.
- The Contractor shall, at his own expense, remove all scrap and rubble on a daily basis and dispose of it in accordance with the applicable guidelines and laws, after obtaining the necessary approvals from the authorities. The disposal process must also comply with the pollution control regulations.
- Measures should be taken to ensure that:
 - DTH service is not interrupted for more than 8 hours in a day,
 - Internet service is not disrupted for more than 8 hours a day, and
 - There is no interruption in the gas supply during breakfast and dinner hours.
- The driveway inside the complex is not conducive for any Trailer load entry and even long Truck load may have problem of turning radius.
- The driveways around the two towers are mostly having parked vehicles. Utmost care must be taken to avoid any damage from debris falling on the parked vehicles. Any damage caused on this account shall be totally at the cost and expenses of the Contractor.



- (f) Many apartments have extended temporary shade over balcony at various heights which may hamper the normal erection of scaffolding. The Contractor may dismantle the shade carefully to re-erect the same after the repair job is over at no extra cost to the owner /Client.
- (g) The working space will be less and there will be loss of time due to removal and relocating these.

7. Confidentiality:

The Contractor has to maintain the confidentiality of this Contract. The Contractor and his personnel shall not share any work information and status with anyone without the written consent of the Client and Consultant.

8. Accounting and Documents:

- a) The Contractor shall keep accurate and systematic accounts and records in respect of the works under this Agreement, following established accounting principles. These records must be detailed and clearly identify all the relevant time changes and costs, along with the supporting documentation such as Bills, Measurement Books, Challans, Inventory, and Notices.
- b) All the measurements & inspections will be taken jointly by the nominated Representative of the Contractor & the Consultant/Client. These measurements & inspections shall be duly recorded in the register, to be maintained at the site by the Contractor, duly signed by both the parties. These recorded measurements & inspections shall form the basis of payment(s) through RA Bill(s)/ Final Bill.
- c) Any Additional work, which may be added at the later stage with the mutual consent of the Client and Contractor, will be settled only at the rates provided in the original bid.
- d) The quantities given in the schedule are provisional and actual executed quantities shall be paid to the Contractor.
- e) During execution of the work, certain items of the Schedule may not be executed at all and the Contractor shall have no claim for omitting these items totally.
- f) The Tenderer's unit rates in the Schedule shall be deemed to include for full and entire completion of all work as described thereafter and in accordance with good engineering practice and recognized principles. The specifications, drawings, and IS provisions are to complement each other. In case of any detail missing or incomplete, the documents shall supplement the draw-back. The details of constructions which may not have been inadvertently specified or shown on drawing but are apparently and obviously required for making the building trades and services functional and are essential for the completion of the work, shall be deemed to be included in the unit rates quoted by the Contractor. The details of such work shall have appropriate quality and specifications comparable to the general specifications of this Contract. The decision of the Owner/Consultant in such matters shall be final and binding.



NPSC Society Dwarka Delhi-110075.
Grit wash Repairs and Plumbing Shaft Repair

- g) All the work under this Contract shall commence simultaneously and the period of completion for the entire work shall be as mentioned from the date of commencement which shall be within seven days from the date of signing of the Acceptance Letter.
- h) For the purpose of keeping the record of material, particularly cement and reinforcement twisted bars, brought to the site and consumed in works, the Contractor shall maintain bound register in the form approved by the Client/Consultant/Site Engineer showing the daily receipts, consumption and balance in hand.
- i) The register shall be kept at the work site and shall on demand produce the same for verifications by the society/Consultant/Site Engineer.
- j) On completion of the work, the register(s) shall be handed over to the Site Engineer for record of the society.

SECTION - 10

9. Clearance of the Site on Completion:

- a) On completion of works, the Contractor shall, within 15 days, clear away and remove from site all the construction plant, surplus material, rubbish and temporary works of every kind, and leave the whole site of work clean, tidy and in a workman like condition to the satisfaction of the Owner.
- b) No final payment for the settlement of the account for works shall be made or considered until the site has been cleared by the Contractor.
- c) Such clearance may be made by the Project Engineer through any other service provider at the expense of the Contractor in the event of the Contractor's failure to comply with this provision within 7 days after receiving notice to that effect from the Project Engineer.
- d) Should it become necessary for the Project Engineer to have the site cleared at the expense of the Contractor, the Client and/or the Project Engineer shall not be held liable, for any loss or damage to the Contractor's property on the site due to such removal there from.
- e) The removal may be affected by means of public sale of such plant, material and property or in such a manner as may be deemed fit and proper by the Project Engineer. All expenses on such removal/clearance shall be debited to the Contractor as loans due from the Contract or to the Client, and the Client shall become entitled to recover the same from the Contractor's on account or final bills, or from the Performance Security amount or from any other amount payable to the Contractor.



SECTION - 4.0

PAYMENT TERMS



1. PAYMENT TERMS:

- a. No mobilization advance will be given.
- b. For Material, No Advance shall be given also.
- c. The Bill of work done to be raised every month and payment shall be made within a week after verification of the bill by the authorized supervisor of the owner/PMC.
- d. No dispute regarding the delay of payment will be entertained from the Contractor.
- e. Extra item shall be payable as per DSR 2023 - % quoted. The relevant rate quoted to be considered for evaluation of the extra item.
- f. No payment will be made to the Contractor for damages caused by rains & other natural calamities during execution of the work and no such claim on this account will be entertained.
- g. The Contractor should abide by the norms of NGT. The Client will not be responsible for payment of any challan from NGT.
- h. The Green Cloth, as per the NGT Norms, shall be erected. Also, covers for protection of cars should be done by the Contractor at own cost.
- i. Security of 5% as retention money is to be deducted from every running bill. However, the EMD of the successful Bidder will be converted into Security Deposit on the award of the Contract. This retained security will be adjusted towards 10% security deduction from the approved amount of every running bill till it is completely adjusted.
- j. The security money will be refundable after 1 years from the date of satisfactory completion of the entire project/ issuance of the Completion Certificate by the MC provided all the defects notified to the Contractor have been rectified.
- k. The final retention shall be released after completion of the defect liability period (DLP) for a period of 12 months.
- l. All the payments will be made through "Account Payee Cheques" or "Electronic Transfers", after deducting TDS etc., at applicable rate. GST is inclusive on the rates quoted. GST Tax invoices to be raised accordingly.



- m. The drawings enclosed are tentative. During the execution, certain changes may be proposed by the consultant. Some methodological change might also be suggested as per the actual conditions. No claim or deviation can be claimed by the Contractor on account of this.
- n. The Consultant may change the methodology during execution and deviation from the scope of work.
- o. In case of any ambiguity in the written clauses in this tender document, the Client's decision will be final.

1) **FORMAT OF THE BILL**

Invoice: - As per the GST format

Summary Sheet:

SUMMARY SHEET			
S. No	Particulars	Previous Bill	RA Bill
1	RA Bill-01		
	Total [A]		
	GST [B]		
	Net Total [A+B]		
	Deductions	Previous Deduction	RA Bill Deduction
1	TDS @ 2%		
2	Security Deposit @ 5%		
	Total Deductions		
	Payment Received		
1	Cheque No. / dated-		

2) Abstract Sheet:

S. No	DESCRIPTION	Unit	Rate	Tender Qty.	Previous Bill Qty.	This Bill Qty.	Total Qty.	Previous Bill Amount	This Bill Amount	Total Amount
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[illegible]

3) Measurement Book (MB) Sheet Format:

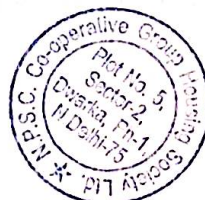
Project:				Page:		
Date of measurement:				Tender Sec:		
Item:		Unit		Item No.		
S. No	Particulars	Nos.	L	B	H	Content or Area



SECTION - 5.0

SAFETY COMPLIANCE

TECHNICAL SPECIFICATIONS



1. SAFETY CODES & INSTRUCTIONS

INTRODUCTION:

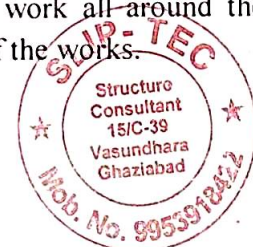
1. This document entails some of the actions to be undertaken by the Contractor on "site" and "offsite" in connection with the "works" to avoid hazards to those engaged in the work and others who may be working, standing or passing in the vicinity. Not with standing the contents of this document, the Contractor shall take all additional actions required for the safe operation while carrying out the works under the Contract and be responsible for it.
2. It is expected from the Contractor to practice high standards of safety. Therefore, the Contractor must know and strictly follow all the relevant laws, statutory requirements and rules both for establishments, and workers and to conduct their business and methods of work to conform to the best safety practices. Particular attention is drawn in this regard to the "building and other construction workers" (Regulation of employment and condition of service) Act 1998.
3. The present document is to highlight, some of the common hazards, and suggested preventative measures in connection with the erection, construction of plant, machinery, buildings etc. These are for guidance and in no way limit the scope of the Contractor's safety obligation under the Contract.
4. Immediately on commencement of works under the Contract, the Contractor shall identify one responsible person designated as the 'Safety Officer', who shall be responsible for the implementation of safe work practices.
5. This report shall provide complete details of the safety hazards noticed at site, and remedial actions taken. It shall also provide details of any accidents, injuries, action taken and remedial actions taken or contemplated in that regard.

SAFETY GUIDELINES FOR GENERAL OBSERVATIONS:

1. There shall be a readily accessible place for first aid appliance, to be provided by the Contractor including adequate supply of sterilized dressings & cotton wool.
2. Safe working practices must be observed at all times.
3. Certain areas are designated hazardous (e.g. noisy and dusty areas) or otherwise risky. Warning signs must be displayed in these areas and their obedience ensured.
4. Where the Contractor's work presents a potential hazard, appropriate notices must be supplied and displayed, and the area made secure by proper fencing etc., to ensure safety of the staff and others.
5. An injured person shall be taken to a public hospital, without loss of time, in cases where the injury necessitates hospitalization.
6. Vehicle parking will be in the designated areas only.
7. Warning signs and speed restrictions must be observed.
8. The place of work should be left in a tidy and safe condition at the end of each work period.



9. Every opening in the floor of a building or in a working platform should be provided with suitable means to prevent the fall of persons or material by providing suitable fencing or railing whose minimum height shall be one meter.
10. No floor, roof or other part of the structure shall be so overloaded with debris or material as to render it unsafe.
11. Those engaged in welding works shall be provided with welder's protective eye-shields & gloves.
12. [a] No paint containing lead or lead products shall be used except in the form of paste or ready made paint.
[b] Suitable face masks shall be supplied for use by the workers when the paint is applied in the form of spray or surface having lead paint dry rubbed & scrapped.
13. Overall accessories shall be supplied by the Contractor to the painters & adequate facilities shall be provided to enable the working painters to wash during the periods of cessation of work.
14. Hoisting machines & tackle used in the works, including their attachments, anchorage & supports shall be in perfect condition.
15. The ropes used in hoisting or lowering material or as a means of suspension shall be free from wear & tear and of durable quality, adequate strength and free from defects.
16. The rates quoted shall be inclusive of providing covering to the existing openings /doors / windows with temporary plywood before starting of the repair works including removal of the same after completion of the works.
17. The rates quoted shall be inclusive of providing double steel / metal scaffolding having two sets of vertical supports which shall be provided. The supports shall be sound and strong, tied together with horizontal steel / metal support pieces over which scaffolding planks shall be fixed properly & secured and removal of the same after completion of the works up to 35 m. No extra rate shall be claimed on account of height.
18. The rates quoted shall also include the provision of props & other necessary temporary supporting arrangements such as bracings, steel angles, plates etc., which shall be provided for the areas in the vicinity in adequate numbers as directed by the Consultant and removal of the same after completion of the works.
19. The rates shall also include the safety netting required for the work all-around the buildings & structures and removal of the same after completion of the works.



20. The rates shall also include all the safety gadgets for the work-force such as goggles, hand-gloves, helmets, suspending belts & hooks, aprons, protective shoes & boots etc., complete and at no point of time the work-force should be seen without the same.
21. At no point of time, the electrical wires or cables shall remain loose, suspended or without proper casing-capping or clamping. No loose tapping shall be allowed and connections shall be properly secured including necessary cables, wires etc., & all the necessary precautions regarding the proper electrification shall be followed during the course of execution of all the works on site.
22. In case of ban on the construction period by the NGT, the same days shall be granted in extension to the Contractor.
23. The NGT norms at the construction site shall be followed by the Contractor at his own cost.
24. Any challan regarding pollution by the construction activities shall be borne by the Contractor.

EMERGENCY ACTION PLANS:

1. Fire and explosion;
2. Collapse of lifting appliances and transport equipment;
3. Collapse of building, sheds or structures, etc.;
4. Gas leakage or spillage of dangerous goods or chemicals;
5. Drowning of building workers, sinking of vessels;

2. TECHNICAL SPECIFICATIONS FOR GRIT WASH REPAIR AND PLUMBING SHAFT REPAIR

A. GRIT WASH REPAIR WORK IN BLOCK A, B, C & D

GRIT WASH REPAIR

1. Carefully dismantle and remove damaged grit wash and base plaster in required patches/areas, including edge cutting and groove making to match existing levels, without damaging adjoining surfaces. Dispose of all debris at designated locations with all leads and lifts complete.
2. Prepare and clean the exposed surfaces by wire brushing and water cleaning to remove dust, laitance, and loose particles and ensure proper bonding of the new finish.



3. Provide and apply 12 mm thick underlayer plaster in cement mortar 1:4 (1 cement : 4 coarse sand), finished rough to provide a proper mechanical key for bonding of subsequent layers.
4. Provide and apply 15 mm thick top layer in cement mortar 1:½:2 (1 cement : ½ coarse sand : 2 stone chippings of 10 mm nominal size), including formation of grooves/panels as per the approved pattern and washing/scrubbing to uniformly expose aggregates and achieve a grit wash finish matching the existing work.
5. Cure the completed work for a minimum period of 7 days and finish true to line, level, and profile, including making good all adjoining surfaces, complete.

Note: In case the thickness of the repair area exceeds 50 mm, the same shall be repaired using approved micro concrete or Structural grade PMM as directed by the Consultant/Engineer-in-Charge.

B. PLUMBING SHAFT WORK IN (BLOCK A, B, C&D)

1. Carefully dismantle and remove damaged PVC/CI pipes, including clamps, supports, and fittings, without affecting adjacent services or structural elements, and dispose of the debris at designated locations as per site requirements.
2. Carefully dismantle and remove old plaster from the shaft.
3. Clean the shaft area, remove obstructions, and provide temporary pipe/bypass arrangements wherever required for smooth execution of work.
4. Carry out necessary shaft plaster repair/plastering work using approved material, including making good damaged surfaces and preparing the shaft area prior to installation of new pipes.
5. Provide and install new approved quality pipes of required size with proper clamps, supports, alignment, and necessary slope for drainage lines complete
6. Carry out leak-proof jointing using approved solvent/adhesive and provide all necessary bends, tees, fittings, and connections with the existing system.

. NOTES

Use approved materials and fittings for all works. Follow necessary safety measures during execution in shaft areas. Quantities may vary by ±10–15%, and the methodology may be modified as per site conditions or instructions of the Engineer-in-Charge.

