

Whereas the employer is desirous of carrying out Extension work and has caused drawings and Specifications describing the works to be done to be prepared by **M/s DESIGN 'N' DESIGN S-4, Anupam Plaza, I.I.T. Crossing, Hauz Khas, New Delhi-110016** their Architects (hereinafter referred to as the Architects)

and WHEREAS all the documents i.e. Press Notice, Letter submitting tender, instruction to tenderers, draft agreement, general condition of contract, Special condition of contract, additional conditions to the contract, appendix-1, list of approved make of materials (for civil work), General specifications for electrical work, schedule of quantities, enclosed with the agreement are integral part of the contract and shall be binding on parties hereto and WHEREAS the Contractor has agreed to execute upon and subject to the conditions set forth herein (hereinafter referred to as "the said Conditions") the work shown upon "the said drawings" and described in "the said Specifications" and said "Priced Schedule of Quantities"

NOW IT IS HEREBY AGREED AS FOLLOWS : -

1. The rates quoted in schedule of quantities of the tender shall be treated as consideration for the contract. In consideration of the payments to be made to the Contractor as herein after provided he shall subject to the said conditions execute and complete the works awarded strictly in terms of said drawings and such further detailed drawings as may be furnished to Employer by the said Architects and described in the Specifications, scope of work.
2. The employer shall pay the Contractor such sum as shall become payable hereunder at the times and in the manner specified in the said conditions.
3. The term the "Architect" in the said Conditions shall mean the said **M/s DESIGN 'N' DESIGN** or in the event of their death or ceasing to be Architects for the purpose of this Contract, such other persons as shall be nominated or appointed for that purpose by the employer, not being a person to whom the Contractor shall object for reasons considered to be sufficient by the Employer.
4. The plans, Agreement and document above mentioned shall form the basis of this contract and the decision of the said Employer in reference to all matters of dispute as to the material, workmanship of account and as to the intended interpretation of the clauses of this Agreement or any other document attached here to shall be final and binding on both parties.
5. The said Contract comprises of the work above-mentioned and all subsidiary works connected therewith at the same site as may be ordered to be done from time to time by the said Employer for the time being even though such works may not be specifically shown on the drawings or described in the said Specifications or the Priced Schedule of Quantities.
6. The Employer reserves the right of altering the drawing and nature of the work and of adding to or omitting any items of work or of having portions of the same carried out by the Employer through third party agencies or otherwise and such alterations or variations as shall be carried out by the contractor.



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INDIA NON JUDICIAL

Government of National Capital Territory of Delhi

₹100

e-Stamp

Certificate No.	: IN-DL02887880026483Y
Certificate Issued Date	: 01-May-2026 05:09 PM
Account Reference	: IMPACC (IV)/ dl886703/ DELHI/ DL-ESD
Unique Doc. Reference	: SUBIN-DL02887880026483Y
Purchased by	: KHOSLA COMPRESSORS STAFF C G H S LTD.
Description of Document	: Article 5 General Agreement
Property Description	: Not Applicable
Consideration Price (Rs.)	: 0 (Zero)
First Party	: KHOSLA COMPRESSORS STAFF C G H S LTD
Second Party	: OMSTAR CONSTRUCTIONS PVT LTD
Stamp Duty Paid By	: KHOSLA COMPRESSORS STAFF C G H S LTD
Stamp Duty Amount(Rs.)	: 100 (One Hundred only)



Please write or type below this line

AGREEMENT

Made at New Delhi This 23 day of May, 2026 Between the **KHOSLA COMPRESSORS STAFF Co-Operative Group Housing Society Ltd.** situated at Plot No. 16, Sector - 5, Dwarka, Phase-I, New Delhi (hereinafter referred to as the Employer which expression shall include his heirs, Executors, Administrators & Assigns) of the one part and **M/s OMSTAR CONSTRUCTIONS PVT. LTD., C-134, 1st Floor, Pandav Nagar, Delhi - 110092,** trading in the name and style of self (hereinafter referred to as the Contractor which expression shall include his heirs, Executors, Administrators & Assigns) of the other part.

Cont...2

Statutory Seal



1. The authenticity of this stamp may be verified at www.stamped.gov.in or using e-Stamp Mobile App. Any discrepancy in the details mentioned here and as available on the website / Mobile App renders it invalid.

2. The cost of checking the legitimacy of users of the certificate.

3. In the event of any discrepancy, reference should be made to the Registrar, Government of National Capital Territory of Delhi.

TENDER
(FINANCIAL BID)

EXTENSION WORK

FOR

**KHOSLA COMPRESSORS STAFF
CO-OPERATIVE GROUP
HOUSING SOCIETY LTD.**

AT

PLOT NO. 16, SECTOR - 5, DWARKA, PHASE-I NEW DELHI

ISSUED TO :-

OMSTAR CONSTRUCTIONS Pvt Ltd.
New Delhi

ARCHITECT :-

M/s DESIGN 'N' DESIGN
S-4, Anupam Plaza, I.I.T. Crossing,
Hauz Khas, New Delhi - 110016
Cyber : designndesign2421@rediffmail.com



29/3/26
KS

SO
29/3/26
29/3/26



**SCHEDULE OF PAYMENT
(FLAT WISE)**

Ser. No.	SCHEDULE	%AGE
1.	Work completed upto D.P.C. level (for all storeyed).	12%
2.	Work completed upto roof level columns only.	12%
3.	Brick work upto roof level.	8%
4.	Work completed upto roof casting.	30%
5.	Providing and fixing all door frames & shutters for toilet & bedroom	4%
6.	Brick work on parapets & coba treatment on terrace	3%
7.	Completions of internal plaster work.	7%
8.	Completion of External Plaster	8%
9.	Completion of railing	3%
10.	Providing & Fixing C-PVC & U-PVC pipes (Internal & External)	7%
11.	On laying Electric conduits & M.S. Boxes in wall & ceiling	2%
12.	Internal wiring , Fixing switch etc. including testing.	2%
13.	White washings misce. work & handing over	2%
TOTAL =		100%

PAYMENT SCHEDULE FOR STILT

Ser. No.	Schedule	%age
1.	On completion of foundation upto plinth	15%
2.	On completion of columns upto roof level	15%
3.	On casting of roof slab.	40%
4.	On completion of flooring	10%
5.	Plaster on ceiling, electric work, Painting work etc. & handing over	20%
TOTAL =		100%

[Handwritten Signature]
 Khosla Construction Pvt. Ltd.
 Plot 16
 Sector-5
 Dwarka
 Delhi

[Handwritten Signature]
 29/3/26

[Handwritten Signature]
 29/03/26

[Handwritten Signature]
 29/3/26



7. The said Conditions stated herein or as modified subsequently shall be read as and construed to be forming part of this Agreement and the parties hereto will respectively abide by and submit themselves to the conditions and stipulations and perform the agreement on their parts respectively in such conditions contained.
8. All disputes shall be settled in line with the clause no. 29 of GCC of the tender documents and the courts at New Delhi shall have exclusive jurisdiction.
9. Nothing in this agreement shall restrict in any manner the right of the Employer to terminate, in whole or in part, the contract awarded to the Contractor, if the performance or execution of contract is, in the opinion of the Employer, delayed or not in accordance with other terms and conditions or specifications including drawings, as stipulated. The Contractor would, in such circumstances, be entitled to a 30 days notice prior to such termination.
10. The initial tender documents, Bill of quantities, Schedule of payment (attached) and APPENDIX-1 will be the part of this agreement.
11. The Covered Area rates for Extension work in flats on lump sum per sq.ft [(Stilt + 4) & (G + 4) Storeyed] is Rs. 1580/- (Rupees One Thousand Five Hundred Eighty Only) and Stilt Area rates is Rs. 1250/- (Rupees One Thousand Two Hundred Fifty Only) Plus GST Extra as applicable.
12. If any other extra item becomes applicable, it shall be paid as per DSR 2021 plus 18% GST.

As witness our hands on 23 May, 2026.

In the presence of

1. _____

2. _____



For **KHOSLA COMPRESSORS**
STAFF C.G.H.S. Ltd.



For **CONTRACTOR**

APPENDIX-1

S. No.	Description	Condition
1.	Date of Commencement	As per the date of order to start the work or date of handing over possession of site to be duly acknowledge in writing by the contractor and Employer.
2.	Date of completion	18 (Eighteen) Calendar Months from the date of commencement.
3.	Period of final measurement	2 (Two) months from the date of completion
4.	Liquidated damages	1% for each week on balance work after 18 (Eighteen) Calendar Months from the date of Commencement subject to a maximum of 10% of the contract value.
5.	Value of work for interim / running account bill	Rs. 25.00 Lacs
6.	Retention percentage for security deposited which is to be refunded after one year from the date of completion i.e. after defect liability period. No. interest shall be paid on the said deposit.	5% from each running bill. Maximum Rs. 30 Lakhs excluding EMD. The contractor may submit bank guarantee for earnest money and security deposit separately.
7.	Period of Honoring certificate	10 days
8.	Taxes	Quoted Rates should be exclusive of GST
9.	Mobilization advance (interest free)	5% of tender amount shall be paid as mobilization advance and shall be recovered on pro-rata basis
9.	a) Specification for civil work b) Specification for sanitary and water supply work	CPWD Specification 2019 Vol-I & II with upto date correction slips.
10	Specification of Electrical work	(i) CPWD General Specification for electrical work Part-I Internal -2013 with upto date amendments. (ii) CPWD General Specification for electrical works part-II (External)1994 with upto date correction slip.

[Handwritten Signature]



BILL OF QUANTITIES


S. No.	Item	Quantity (in Sq.Ft.)	Rate (Per Sq. Ft.)	Amount
1.	Extension work in flats on lump sum per sq.ft. basis as per detailed specifications mentioned herein including cost of all civil and Internal Electric work etc. complete as per drawings enclosed for building. (Stilt + 4) & (G + 4) Storeyed		Rs.	
	(a) Covered Area	32200 sqft.	Rs 1599/-	5,14,87,800 = 00
2.	Same as above in item No. 1 but Stilt Area	2800 sqft.	Rs 1250/-	35,00,000 = 00
			Total Rs.	5,49,87,800 = 00

+ GST

Note :-

i) All rates shall be excluding GST

ii) In case there is any cutting / overwriting / mismatched in quoted rates the rates mentioned in words shall be considered.

[Handwritten Signature]




Signature of The Contractor with seal

NOTE

- ① The above Rates are inclusive of shifting of Kitchen waste pipe with New pipe and shifting of Manhole
- ② The fixing of tile in each flat are also include in above rates. The tile shall be provided ~~by~~ by the individual member at site for fixing.

[Handwritten Signature]
28/3/26
29/3/26

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29/3/26





TENDER
(TECHNICAL BID)

EXTENSION WORK

FOR

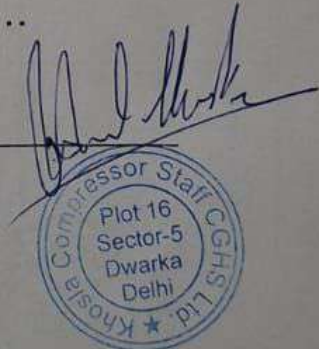
**KHOSLA COMPRESSORS STAFF
CO-OPERATIVE GROUP
HOUSING SOCIETY LTD.**

AT

PLOT NO. 16, SECTOR - 5, DWARKA, PHASE-I NEW DELHI

ISSUED TO :-

Omstar Constructions Pvt. Ltd.
New Delhi



ARCHITECT :-

M/s DESIGN 'N' DESIGN
S-4, Anupam Plaza, I.I.T. Crossing,
Hauz Khas, New Delhi - 110016
Cyber : designndesign2421@rediffmail.com

*Recd
for Khosla Compressor
Staff CHS Ltd
New Delhi
01/03/26*

[Signature]
01/03/26*



*[Signature]
01/3/26*

Letter Submitting Tender (SAMPLE)

To
The President/Secretary,
KHOSLA COMPRESSORS STAFF C.G.H.S. Ltd.
Plot No.16, Sector – 5,
Dwarka, New Delhi - 110075

Dear Sir,
With reference to the tender invited by you for **Extension of Drawing Room & Kitchen and construction of Toilet & Balcony at KHOSLA COMPRESSORS STAFF CGHS Ltd. Plot No. 16, Sector-5, Dwarka, New Delhi – 110075**

I / We hereby offer to execute the works under "contract" at the respective rates mentioned in the Schedule of Quantities.

I / We have examined the drawings, inspected the site to my satisfaction, and read and examined the articles of agreement, conditions of contract, specifications and special clauses forming part of the schedule of quantities. I/We hereby agree that having apprised ourselves of the physical conditions, status and the details of the documentation as stated above, I/We are ready to undertake the execution of whole of above work and our rates submitted herewith hold good. I / We agree to finish the whole of the works within **18 months** from the date of getting possession of the site or Notice to Start /order to start work. Until a formal agreement is prepared and executed, acceptance of this tender by a letter of Award shall constitute a binding contract between Employer and the Contractor subject to modifications, if any, as may be mutually agreed to between us and indicated in the letter of acceptance/letter of award of my / our offer for this work.

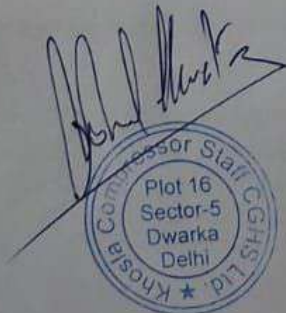
I / We have deposited the stipulated Earnest Money of **Rs. 15,00,000/- (Rupees Fifteen Lakhs Only)** by way of **Bank Draft / Bank Guarantee** of Nationalized Bank in favour of **KHOSLA COMPRESSORS STAFF C.G.H.S. Ltd.**, which Earnest Money amount is not to bear any interest. I / We do hereby agree that this sum shall be forfeited by you if:

- (a) In the event our tender is accepted and I / We fail to execute the contract when called upon to do so.
- (b) I / We do not commence work within 15 days of receipt of Award of Work Contract /Letter of Award to that effect.

I / We understand that you are not bound to accept the lowest or any tender that you receive and the Society (Employer) is free to reject any Tender without assigning any reason / any reference to the undersigned.

Name of Proprietor / Name of the firm/ Name of Company with seal

Date :

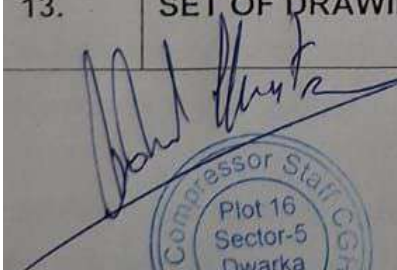



Yours faithfully,



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INSTRUCTIONS TO TENDERERS

1.0 GENERAL

Tenderers are advised to acquaint themselves fully with the description of work. Scope of services, time schedule and term and conditions including all the provisions of the tender document before framing up their tender.

2.0 SITE PARTICULARS

Tenderers are advised to inspect and examine the site and its surroundings and satisfy themselves before submitting their tenders as to nature of work, site conditions, means of access to the site etc. Non-familiarity with the site conditions will not be considered a reason either for extra claims or for not carrying out the work in strict conformity with the specifications. For site visit and any clarification /information /Assistance, the intending tenderers may contact The Secretary of the society (Employer).

3.0 SUBMISSION OF TENDER :- Sealed tenders under two bid System

a) Tender is to be submitted in Two Parts i.e. Envelope – I (Technical) & Envelope – II (Financial). The following requirements are mandatory and have to be complied with. Failure to submit the tender in the manner as stipulated below would warrant a rejection of the tender.

b) Both the envelopes, each sealed and signed separately should be placed in single envelope captioned "Tender for Extension of Bed room Toilet & Balcony etc. in 92 DUs for KHOSLA COMPRESSORS STAFF C.G.H.S. Ltd., Plot No.- 16, Sector-5, Dwarka, Phase-I, New Delhi-110075 and sent through registered post/ courier or delivered by hand in the Society office at the above mentioned address.

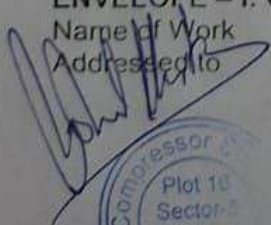

c) The tender complete in all respect shall be submitted along with Earnest Money. Tenders without Earnest Money Deposit will be outrightly rejected. The Society (Employer) will not be responsible for any postal delay with respect of receipt of Tenders.

Tenders received after scheduled date & time will be rejected.

Tenders shall be submitted in two separate sealed envelopes super scribing as following

ENVELOPE – I: CAPTIONED "TECHNICAL BID" (TECHNICAL PART)

Name of Work : Extension work in 92 DUs
Addressed to : The President/Secretary KHOSLA COMPRESSORS
STAFF C.G.H.S. Ltd.,
Plot No.- 16, Sector-5, Dwarka, New Delhi-110075



NOTICE INVITING TENDER

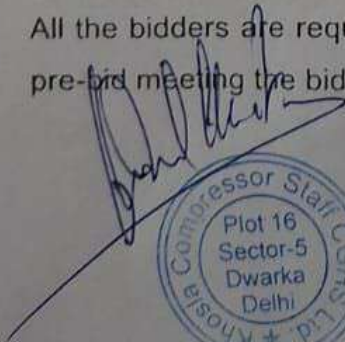
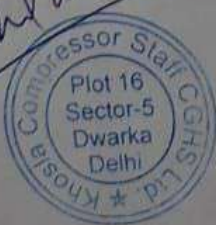
Sealed Tenders are invited for Extension of Drawing Room & Kitchen and construction of Toilet & Balcony in 92 flats in 2 blocks at **KHOSLA COMPRESSORS STAFF C.G.H.S. Ltd. Plot No. 16, Sector - 5, Dwarka, Phase-I, New Delhi – 110075** for estimated cost of Approx Rs. 6 crore (Rs. Six Crore Only).

Tender document can be purchased from the office of **DESIGN 'N' DESIGN**, S-4, Anupam Plaza, IIT Crossing, Hauz Khas, New Delhi-110016 by paying Rs. 2,500/- in cash (Non-refundable) from 19/02/2026 to 28/02/2026 between 10.00 hrs. to 17.00 hrs.

Sealed tenders shall be addressed to The President **KHOSLA COMPRESSORS STAFF Co-operative Group Housing Society Ltd.** situated at Plot No. 16, Sector No. 5, Dwarka, Phase-I, New Delhi-110075 and shall be submitted alongwith an earnest money deposit of Rs. 15,00,000/- (Rupees Fifteen Lakhs only) (i.e. 2% of estimated value) in shape of Bank Draft / Bank Guarantee drawn on any Nationalized bank in favour of **KHOSLA COMPRESSORS STAFF Co-operative Group Housing Society Ltd.** The complete tender shall be submitted at the office of **KHOSLA COMPRESSORS STAFF Co-operative Group Housing Society Ltd.** upto 1.00 PM by 01/03/2026 and shall be opened on the same day at 1.30 pm at society office.

The society reserves the right to reject any or all the tenders without assigning any reason thereof and does not bind itself to accept the lowest tender.

The pre-bid meeting shall be held on 22/02/2026 at 1.0 p.m. at society office. All the bidders are requested to see the site before submitting tender. During pre-bid meeting the bidders may have any clarification regarding tender.



INDEMNITY BOND BY CONSTRUCTION CONTRACTOR

This Indemnity Bond is executed on this ___ day of _____, 20___, at _____.

BY:

M/s _____, having address at _____
_____ hereinafter referred to as the

"Contractor" (which expression shall unless repugnant to the context or meaning thereof include its successors, legal heirs, executors, administrators and permitted assigns).

IN FAVOUR OF:

KHOSLA COMPRESSORS STAFF CGHS Ltd. having its registered address at **Plot No. 16, Sector-5, Dwarka, New Delhi - 110075** hereinafter referred to as the "Employer" (which expression shall include its office bearers, members, successors and assigns).

WHEREAS:

1. The employer has permitted the Contractor to carry out construction / renovation / repair work within the premises of the Employer.
2. The Contractor has agreed to indemnify and keep indemnified the Society against any loss, damage, injury, claim, demand, penalty, legal action or liability arising out of or in connection with the construction work carried out by the Contractor, its workers, agents, or subcontractors.

NOW THIS BOND WITNESSETH AS UNDER:

1. The Contractor shall comply with all applicable laws, rules, safety regulations, labour laws, municipal requirements and society bylaws during execution of the work.
2. The Contractor shall be solely responsible for:
 - (a) Safety of workers, residents, visitors and property.
 - (b) Any structural damage, fire, accident, or injury caused during the work.
 - (c) Payment of wages, insurance, compensation, PF, ESI or statutory dues of labourers.
3. The Contractor agrees to indemnify and keep indemnified the employer, its managing committee, members and representatives from and against all losses, damages, costs, charges, expenses, claims or legal proceedings arising out of the said construction work.
4. The Contractor shall restore any common area damage (lift, staircase, lobby, parking, compound, etc.) to original condition at its own cost.
5. This indemnity shall remain valid until completion of work and settlement of all claims, if any.

IN WITNESS WHEREOF, the Contractor has executed this Indemnity Bond on the day, month and year first above written.

Contractor Signature

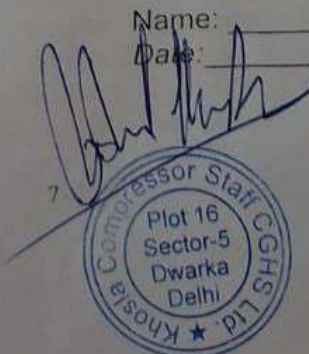
Employer Signatory

Name: _____

Name: _____

Date: _____

Date: _____



From :

Name & address of the Tenderer:

This envelope shall contain the following:

(i) Tender documents Part - I (Technical)

- (a) Earnest Money Deposit (EMD) amounting to Rs. 15,00,000.00 (Rs. Fifteen Lakhs only) should be deposited by way of Bank F.D.R. assigned /Bank Pay Order /Demand Draft, (as applicable), in favour of KHOSLA COMPRESSORS STAFF C.G.H.S. Ltd., Plot No.- 16, Sector-5, Dwarka, Phase-I, New Delhi-110075.
- (b) Experience certificate of bidders for civil work of Rs. 50 crore in single work order (Work order + Completion Certificate) and have completed minimum four work in Dwarka of similar nature.
- (c) Financial Turn Over for the last three years must be Average Rs. 5 Crore per annum and also submit list of works carried out in last three years.
- (d) Registration certificate of GST.
- (e) PAN No.
- (f) Details of pending cases in arbitration/ court, if any.
- (g) Details of Tools, Plants & Machineries
- (h) Details of Technical staff to be employee with qualifications and experiences (minimum one graduate Civil Engineer and two diploma in civil engineer, one diploma electrical engineer)
- (i) Indemnity Bond on Rs. 10.0 Stamp paper as per Ann.-A

ENVELOPE – II: CAPTIONED “FINANCIAL BID” (FINANCIAL PART)

Name of Work : Extension work in 92 DUs

Addressed to : The President / Secretary KHOSLA COMPRESSORS STAFF C.G.H.S. Ltd.,

Plot No.- 16, Sector-5, Dwarka, New Delhi-110075

From: Name & Address of the Tenderer: *M/s Omslar Constructions Pvt. Ltd.*

This part shall contain details specification and BOQ. It is to be noted that the sealed envelope containing this part shall contain only RATES AND PRICES and no conditions i.e. deviations/ assumptions/ stipulations/ clarifications/ comments/ any other request whatsoever and the conditional offers will be rejected.

Note:-

1) All the papers of Tender Documents inside both the envelopes shall be attested by the notary and signed by the authorized signatory and submitted with Tender.



2) The Financial/ Price bid shall be opened for those contractors only who qualify in the Technical bid. Date of opening shall be intimated later to those tenderer only who qualify in the technical bid.

3) Price Bid shall be written in figures as well in words.



AGREEMENT

Made at New Delhi This 23 day of May, 2026
Between the KHOSLA COMPRESSORS STAFF Co-Operative Group
Housing Society Ltd. situated at Plot No. 16, Sector - 5, Dwarka, Phase-I,
New Delhi (hereinafter referred to as the Employer which expression shall
include his heirs, Executors, Administrators & Assigns) of the one part and
M/s trading in the name and style of self

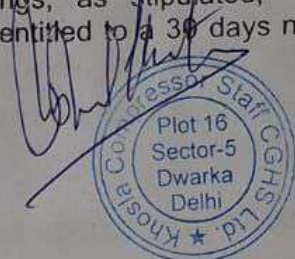
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the same carried out by the Employer through third party agencies or otherwise and such alterations or variations as shall be carried out by the contractor.

7. The said Conditions stated herein or as modified subsequently shall be read as and construed to be forming part of this Agreement and the parties hereto will respectively abide by and submit themselves to the conditions and stipulations and perform the agreement on their parts respectively in such conditions contained.
8. All disputes shall be settled in line with the clause no. 29 of the tender documents.
9. Nothing in this agreement shall restrict in any manner the right of the Employer to terminate, in whole or in part, the contract awarded to the Contractor, if the performance or execution of contract is, in the opinion of the Employer, delayed or not in accordance with other terms and conditions or specifications including drawings, as stipulated. The Contractor would, in such circumstances, be entitled to a 30 days notice prior to such termination.

10. As witness our hands on 23.5.2026.



In the presence of

For KHOSLA COMPRESSORS
STAFF C.G.H.S. Ltd

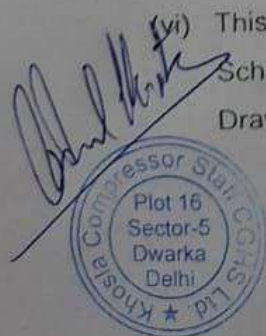
1. _____
2. _____



GENERAL CONDITIONS OF CONTRACT (GCC)

DEFINITIONS

1. The contract means the documents forming the tender and acceptance thereof and the formal agreement executed between the President / Secretary **KHOSLA COMPRESSORS STAFF C.G.H.S. Ltd.** and the contractor, together with the documents referred to therein including conditions mentioned therein, design, the specifications, drawings and instructions issued from time to time by the Employer and all these documents taken together, shall be deemed to form one contract and shall be complementary to one another.
2. In the contract the following expressions shall, unless the context otherwise required, have meaning, thereby respectively assigned to them.
 - (i) "Employer" shall mean **KHOSLA COMPRESSORS STAFF C.G.H.S. Ltd.**, Plot No.-16, Sector-5, Dwarka, New Delhi – 110075 ACTING THROUGH The President / Secretary, or any other person duly authorized for the purpose by the Managing Committee and its (their) heirs, legal representatives, assigns and successors.
 - (ii) Contractor shall mean heirs, legal representatives, assigns and successors, and his heirs
 - (iii) The competent authority means The President / Secretary **KHOSLA COMPRESSORS STAFF C.G.H.S. Ltd.**, Plot No.- 16, Sector - 5, Dwarka, New Delhi – 110075, or any other person duly authorized for the said purpose by the Managing Committee.
 - (iv) Contract Management Consultant / authorized agent means the Consultant and engineer appointed by the Employer
 - (v) "Site" shall mean the site of the contract works as shown, bounded red on the site plan attached hereto, including any buildings and erections thereon and any other land attached thereto (inclusively as aforesaid allotted by the Employer for the Contractor's use.
 - (vi) This contract shall mean the Agreement, these Conditions, the Price Schedule of Quantities, the Specifications, the Appendix, and the Drawings, additional instructions issued till the receipt of the tender



(hereinafter referred to as the Contractor which expression shall include his heirs, Executors, Administrators & Assigns) of the other part.

Whereas the employer is desirous of carrying out Extension work and has caused drawings and Specifications describing the works to be done to be prepared by M/s DESIGN 'N' DESIGN S-4, Anupam Plaza, I.I.T. Crossing, Hauz Khas, New Delhi-110016 their Architects (hereinafter referred to as the Architects)

and WHEREAS all the documents i.e. Press Notice, Letter submitting tender, instruction to tenderers, draft agreement, general condition of contract, Special condition of contract, additional conditions to the contract, appendix-1, list of approved make of materials (for civil work), General specifications for electrical work, schedule of quantities, enclosed with the agreement are integral part of the contract and shall be binding on parties hereto and WHEREAS the Contractor has agreed to execute upon and subject to the conditions set forth herein (hereinafter referred to as "the said Conditions") the work shown upon "the said drawings" and described in "the said Specifications" and said "Priced Schedule of Quantities"

NOW IT IS HEREBY AGREED AS FOLLOWS :-

1. The rates quoted in schedule of quantities of the tender shall be treated as consideration for the contract. In consideration of the payments to be made to the Contractor as herein after provided he shall subject to the said conditions execute and complete the works awarded strictly in terms of said drawings and such further detailed drawings as may be furnished to Employer by the said Architects and described in the Specifications, scope of work.
2. The employer shall pay the Contractor such sum as shall become payable hereunder at the times and in the manner specified in the said conditions.
3. The term the "Architect" in the said Conditions shall mean the said M/s DESIGN 'N' DESIGN or in the event of their death or ceasing to be Architects for the purpose of this Contract, such other persons as shall be nominated or appointed for that purpose by the employer, not being a person to whom the Contractor shall object for reasons considered to be sufficient by the Employer.
4. The plans, Agreement and document above mentioned shall form the basis of this contract and the decision of the said Employer in reference to all matters of dispute as to the material, workmanship of account and as to the intended interpretation of the clauses of this Agreement or any other document attached here to shall be final and binding on both parties.
5. The said Contract comprises of the work above-mentioned and all subsidiary works connected therewith at the same site as may be ordered to be done from time to time by the said Employer for the time being even though such works may not be specifically shown on the drawings or described in the said Specifications or the Priced Schedule of Quantities.
6. The Employer reserves the right of altering the drawing and nature of the work and of adding to or omitting any items of work or of having portions of



DRAWING AND SCHEDULE OF QUANTITIES

4. One complete set of the Drawings and Specifications and Schedule of Quantities shall be furnished by the Employer to the Contractors, and the Employer shall furnish, within such time as they may consider reasonable, one copy of any additional drawing which in their opinion may be necessary for the execution of any part of the work. Such copies shall be kept on the works at site and the Employer and their representatives shall at all reasonable times have access to the same, and they shall be returned to the Employer by the contractor before the issue of the certificate for the balance of his account under the Contract. This Contract and the signed Drawing and Specification and Schedule of Quantities shall remain in the custody of the Employer.

CONTRACTOR TO PROVIDE EVERYTHING NECESSARY

5. The Contractor shall provide everything necessary for the proper Execution of the work according to the intent and meaning of the Drawings, Priced Schedule of Quantities and Specification taken together whether the same may not be particularly shown or described therein provided that the same can reasonably be inferred therefrom and if the Contractor finds any discrepancy therein he shall immediately inform in writing to the Employer whose decision shall be final and binding. Figured dimensions shall be followed in preference to scale. The Contractor shall provide himself water for the carrying out of the work at his own cost

In case of water from any other source the same shall be got tested and used only after specific written permission from the Employer. The Employer shall not charge the Contractor for his own unrented ground. The Employer shall on no account be responsible for the expense incurred by the Contractor for hired water obtained from elsewhere.

The Contractor shall supply, fix and maintain at his cost, during the execution of any works all the necessary centering, scaffolding, green sheet covering, staging, planking, timbering, strutting, shoring, pumping, hoarding, watching covering the area for spreading of dust, etc.



and lighting by night as well as by day, required not only for the proper execution and protection of the said work, but also for the protection of the public and all other erections, matters or things, and the Contractor shall take down and remove any or all such centering, scaffolding, staging, planking, timbering, strutting, shoring etc, as occasion shall require or when ordered so to do, and shall fully reinstate and make good all matters and things disturbed during the execution of the works to the satisfaction of the Employer.

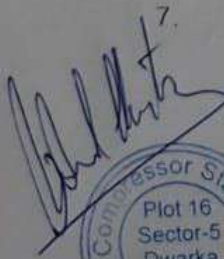

AUTHORITIES NOTICES AND PATENTS

6. The Contractor shall conform to the provisions of any Acts of the Legislature relating to the works, and to the Regulations and Byelaws of any Authority, and of any Water, Lighting and other Companies and/or Authorities with whose systems the structure is proposed to be connected, and shall, before making any variations from the Drawing or Specifications that may be necessitated give to the Employer written notice, specifying the variation proposed to be made and the reason for making it, and apply for instructions thereon. In case the contractor shall not within seven days receive such instructions, it shall be deemed that permission has been denied and he shall proceed with the work conforming with the provisions, Regulations or Byelaws in question.

The Contractor shall indemnify the Employer against all claims in respect of patent rights, and shall defend all actions from such claims and keep the employer indemnified and harmless unless he has informed the Employer before any such infringement and received their permission to proceed and shall himself pay all royalties, license fee, damages, costs and charge of all and every sort that may be legally incurred in respect thereof.

SETTING OUT WORKS

7. The Contractor shall be responsible for proper and effective setting out of the works and shall be responsible for the true and perfect setting out of the same and for the correctness of the positions and levels.





and subsequent correspondence if any till the date of acceptance of tender, and the letter of acceptance of contract.

- (vii) "Notice in writing" or written notice shall mean a notice in written, typed or printed characters sent (unless delivered personally proved to have been received) by registered post or by Email to the last known private or business address or registered office of the addressee and shall be deemed to have been received when in the ordinary course of post it would have been delivered.
- (viii) "Virtual Completion" shall mean that building is in the opinion of Employer fit for occupation.
- (ix) Words imputing persons include firms and corporations. Words imputing the singular only also include the plural and vice versa where the context so requires

SCOPE OF CONTRACT

3. The contractor shall carry out and complete the works in every respect in accordance with this Contract and in accordance with the directions issued and to the satisfaction of the Employer. The Employer may in their absolute discretion from time to time issue further drawings and/or written instructions, details, directions and explanations which are hereafter collectively referred to as the Employer Instructions in regard to following at the cost of Contractor:

(a) The variation or modification of the design, quality or quantity of works or the additions or omission or substitution of any work.

(b) Any discrepancy in the drawings or between the Schedule of Quantities and/or Drawing and/or specifications.

(c) The removal from the site of any materials brought thereon by the Contractor and the substitution of other materials therefore.

(d) The removal and/or re-execution of any works executed by the Contractor.

(e) The dismissal from the works of any persons thereupon.

(f) The opening up for inspection of any work covered up.

(g) The amending and making good of any defects.



dimensions and alignments of all parts thereof If at any time any error shall appear during the progress of any part of the work the Contractor shall at his own expense rectify such error, called upon to the satisfaction of the Employer.

CONTRACTOR TO REMOVE ALL OFFENSIVE MATERIAL

8. All soil, malba or other material of an offensive nature, taken out of any trench sewer drains, cesspool or other place shall not be deposited on the surface, but shall be at once carted away by the Contractor to some pit or place outside the premises of the Employer designated decided by the local authority.

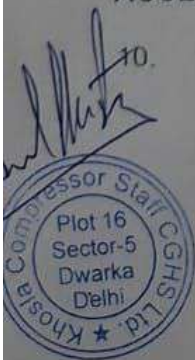
MATERIAL AND WORKMANSHIP TO CONFIRM TO DESCRIPTION

9. All materials and workmanship so far as procurable be of the respective kinds described in the Priced Schedule of quantities and/or Specification and in accordance with the Employer instructions and the Contractor shall upon the request of the Employer furnish them with all invoices, accounts receipts, and other vouchers to prove that the materials comply therewith. The Contractor shall at his own cost arrange for and/or carry out any test of materials which the Employer may require. The Specification to be followed for execution of work are:

- (i) CPWD specification 2019 Vol. I & II with upto date correction slip for civil work.
- (ii) CPWD General Specification for electrical works part-I Internal-2013 with upto date correction slip.
- (iii) CPWD General Specification for electrical works part-II (External)1994 with upto date correction slip.
- (iv) Relevant Bureau of Indian Standard code for the item which is not covered in (i), (ii) & (iii) above.

ACCESS

10. The Architects, their representative and the Employer shall at all times have free access to the work and or to the workshops, factories, or other places where materials are being prepared or constructed for the contract and also to any places where the materials are being stored.



is completed, Subject to the limitations of relevant clause the Contractor shall take instruction only from the Employer.

DISMISSAL OF WORKMEN

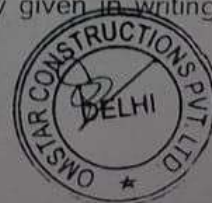
- 13 The Contractor shall on the request of the Employer, immediately remove from the works, any person employed thereon who may, in the opinion of the Employer, be unsuitable or incompetent or who may misconduct himself any such person shall not be again employed or allowed on the works without the permission of Employer.

DELAY AND EXTENSION OF TIME

14. The time allowed for execution of the works is **18 months** from the Notice to proceed. Extensions, if any, shall only be granted by the Employer at a written request of the Contractor accompanied by justification/reasons for such extension and every extension, if granted, has to be recorded in writing only. The execution of the works shall commence from such time period as mentioned in the contract. If the Contractor commits default in commencing the execution of the work as aforesaid, Employer shall without prejudice to any other right or remedy available in law, be at liberty to terminate the contract and/or forfeit the security deposit absolutely.

The Contractor shall submit a Time and Progress Chart within 7 days from the date of Award of Work and get it approved from the Employer. The Chart shall be prepared in direct relation to the time stated in the Contract documents for completion of items of the works. It shall indicate the forecast of the dates of commencement and completion of various trades of sections of the work and may be amended as necessary by agreement between the Employer and the Contractor within the limitations of time imposed in the Contract documents, and further to ensure good progress during the execution of the work.

The submission for approval by the Employer of such program (the project or any part thereof) or such particulars shall not relieve the contractor of any of the duties or responsibilities under the contract. The approval by the Employer has to be specifically given in writing.



This is without prejudice to the right of Employer to take action against the contractor as per terms and conditions of the agreement.

If the work(s) be delayed by:-

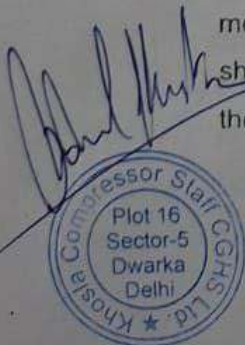
- (i) force majeure, or
- (ii) abnormally bad weather, or
- (iii) serious loss or damage by fire, or
- (iv) civil commotion, local commotion of workmen, strike or lockout, affecting any of the trades employed on the work, or
- (v) delay on the part of other contractors or tradesmen engaged by Employer in executing work not forming part of the Contract, or
- (vi) any other cause which, in the absolute discretion of the Employer is beyond the Contractor's control. then upon the happening of any such event causing delay, the Contractor shall immediately give notice thereof in writing to the Employer but shall nevertheless use constantly his best endeavors to prevent or make good the delay and shall do all that may be reasonably required to the satisfaction of the Employer to proceed with the works.

ASSIGNMENT

15. The whole of the works included in the Contract shall be executed by the Contractor and the Contractor shall not directly or indirectly transfer, assign or sublease the contract any part, share or interest therein, nor shall he take a new partner without the written consent of the Employer..In the event of Subletting allowed in writing by the Employer, the Contractor shall not be absolved from its full and Entire responsibility of the Contract or from active superintendence of the work during its progress

SCHEDULE OF QUANTITIES

16. The Schedules of Quantities unless otherwise stated shall be deemed to have been prepared in accordance with the method of measurement mentioned in shall be considered to be approximate and no liability shall attach to the Employer for any error that may be discovered therein



This is without prejudice to the right of Employer to take action against the contractor as per terms and conditions of the agreement.

If the work(s) be delayed by:-

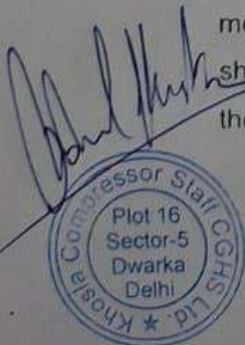
- (i) force majeure, or
- (ii) abnormally bad weather, or
- (iii) serious loss or damage by fire, or
- (iv) civil commotion, local commotion of workmen, strike or lockout, affecting any of the trades employed on the work, or
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which they are being obtained, and the Contractor shall give every facility to Employer / Architects / Employer agent and their representative necessary for inspections and examinations and test of the materials and workmanship. Except the representative of Public Authorities no person shall be allowed on the work at anytime without the written permission of the Employer.

SUPERVISION

11. The Contractor shall give all necessary personal superintendence during the execution of the work and as long thereafter as the Employer may consider necessary until the expiry of the "Defect Liability Period" stated in the Appendix hereto. The Contractor shall also during the whole time the works are in progress, employ a competent technical staff approved by the Employer who shall be constantly in attendance at the building while the men are at work. Any directions, examinations, instructions or notices given by the Employer to such technical staff shall be deemed be given to the Contractor.

CONSULTANT / ENGINEER OF WORKS

12. The term "Consultant / Engineer of Work" shall mean the person approved and authorized by the Employer to supervise the work in the absence of the Employer. The Contractors shall afford the Consultant / Engineer of Works every facility and assistance for examining the work and quality of materials and for checking the measurement of the work done.

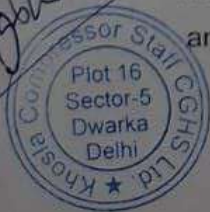
The Engineer of Work, or any representative of Employer, shall have power to give notice to the Contractor or to his technical staff of non-approval of any work materials and such work shall be suspended or the use of such materials shall be discontinued until the decision of the Employer, is obtained. The work will, from time to time, be examined by the Employer/Architects, the Consultant / Engineer of works or the Architects representatives, but such examinations shall not in any way exonerate the Contractor from the obligations to remedy and detects which may be found to exist at any stage of the work or after the same



rain or other inclemency of the weather. The Contractor shall indemnify the Employer and hold him harmless in respect of all and any expense arising from any such injury or damage to persons or property as aforesaid and also in respect of any claim made in respect of injury or damage under any acts of Government or otherwise and also in respect of any award of compensation of damage consequent upon such claim,

The Contractor shall reinstate all damage of every sort mentioned in the Clause, so as to deliver up the whole of the Contract works complete and perfect in every respect and so as to make good or otherwise satisfy all claims to the property of third parties.

The Contractor shall indemnify the Employer / residents living at the site of Employer against all claims which may be made against the Employer by any member of the public, or a third party in respect of anything which may arise in respect of the works or in consequence thereof and shall at his own expense arrange to effect and maintain, until the Virtual Completion of the Contract, with an approved Office a policy of insurance in the joint names of the Employer and the contractor against such risk and deposit such policy or policies with the Employer from time to time during the currency of the Contract. The contractor shall also indemnify the Employer against the claims which may be made upon the Employer whether under the workmen's Compensation Act or any other Statute including the Labour Code or any other enactment or amendment concerning the welfare of labour, employees etc as may be applicable to the contract, in force-during the currency of this Contract or at common Law in respect of any Employee of the Contractor or any Sub-Contractor and shall at his own expense effect and maintain, until the virtual Completion of the Contract, with an approved Office a policy of Insurance in the joint name of the Employer and the Contractor against such risk and deposit such policies of Policy with the Employer from time to time during currency of this Contract. The Contractor shall be responsible for anything which may be excluded from the Insurance Policies above referred to and also for all other damages to any property arising out of and incidental to what is stated here-in-before.



WORKMAN COMPENSATION

17. Workman compensation (WC) policy and labour license are required to be taken by the contractor prior to start of the work in the name of awarded work.

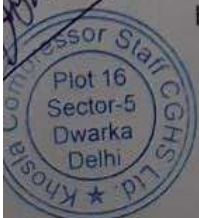
VARIATIONS

18. The Contractor may, when authorized, and shall, when directed, in writing by the Employer add to, omit from, or vary the works shown upon the Drawings or described in Specification or included in the Priced Schedule of Quantities, but the Contractor shall make no additions, omission or variations without such authorization or direction. A verbal authority or direction by the Employer under this clause shall if confirmed by the Contractor in writing within 7 days and not repudiated by the Employer within next 15 days be deemed to have been given in writing.

No claim for any extra shall be allowed unless it shall have been executed under the provisions of the Clause or by the authority of the Employer herein mentioned. Any such extra is herein referred to as an authorized extra. No variations, i.e. additions, omissions or substitutions, shall vitiate the Contract.

DAMAGE TO PERSONS AND PROPERTY INSURANCE IN RESPECT OF ALL DAMAGES

19. The Contractor shall be responsible for injury to any persons, animals or things and for all damage to the structural and/or decorative part of property which may arise from the operations or neglect of himself or of any Sub-Contractor or of any of his or Subcontractors employees whether such injury or damage arise from carelessness, accident, or any other cause whether in any way connected with the carrying out of this Contract. This clause shall be held to include, inter alia, any damage to Movable and Immovable properties including Motor vehicles buildings, whether Immediately adjacent or otherwise, and any damage to roads, footpaths, or ways as well as all damage caused to the buildings, and the works forming the subject of this Contract by Frost



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FAILURE BY CONTRACTOR TO COMPLY WITH EMPLOYER INSTRUCTIONS

23. In the event the Contractor after receipt of written notice from the Employer requiring compliance with such further drawings and or Employer instructions fails within seven days to comply with the same, the Employer may employ and pay other persons to execute any such work whatsoever as may be necessary to give effect thereto and all costs and expenses incurred in connection therewith, directly or indirectly, shall be recoverable from the Contractor by the Employer as a direct loss or may be deducted by him from any moneys due to the contractor.

MEASUREMENTS MENTIONED IN THE SPECIFICATIONS.

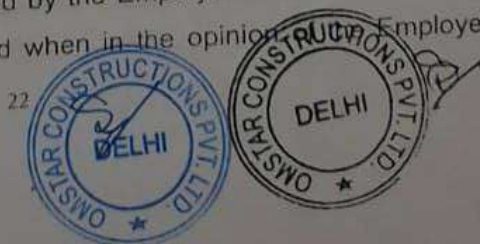
24. The Employer and the Contractor or their Agents may at the time of measurements take such notes of measurements as they may require. The final measurements and valuation in respect of the Contract shall be completed within the period of Final Measurements.

BILLING & PAYMENT TO CONTRACTOR

25. The contractor has to submit the running bill at the end of every month supported by measurement books as per CPWD format and as per the CPWD specifications and measurement of work. The approved measurement and bill as approved by Employer needs to be accepted by the contractor before the payment by the employer. No payment will be made unless the approved measurements and bill as approved by Employer is accepted by the contractor. No payment will be allowed for the items which are incomplete and items which are subject to testing and commissioning.

The Contractor will submit theoretical consumption of cement and steel including wastage with each running bill, wastage of steel and cement will be on the account of the contractor.

The Contractor shall be paid by the Employer from time to time under interim Certificates to be issued by the Employer to the Contractor on account of the works executed when in the opinion of the Employer,



CONTRACTOR ALL RISK INSURANCE COVER

20. The contractor all risk insurance cover shall be arranged by the Contractor before commencement of work. The insurance cover shall be for the total amount of the Contract accepted and shall be for the total period of the Contract including extensions if any. All the expenditure for the above insurance cover shall be borne by the Contractor. The insurance cover shall be in the name of the Employer. In case the completion period gets extended for any other reasons then the Contractor shall arrange extension of Insurance cover.

PLANT EQUIPMENT AND TRANSPORT

21. The Contractor shall at his own cost and expenses arrange all tools, plants, equipment's and transport required for the execution of the work.

All tools, plant and equipment's brought to the site, shall not be removed from the site without the prior written approval of the Employer. But whenever the works are finally completed, the Contractor shall forthwith remove from the site all tools, plants and equipment's but before removal of tools, plants and equipment's from the site he shall obtain clearance in writing from the Employer.

COMPENSATION FOR DELAY

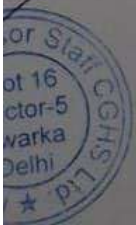
22. If the Contractor fails to complete the works by the Date of Completion stated in the Appendix or within any extended time under Clause 14 hereof and the Employer certify in writing that in their opinion the same ought reasonably to have been completed, the contractor shall, without prejudice to all and any other legal remedy available to the Employer, pay or allow the Employer the sum named in the Appendix as "Liquidated Damages" for the period during which the said works shall so remain incomplete and the Employer may deduct such damages from any moneys due to the Contractor



work as per bill of quantity and as per measurement and value named in the Appendix as value of Works for interim Certificate (or less at the reasonable discretion of the Employer) has been executed in accordance with this Contract, subject, however, to a retention of the percentage of such value named in Appendix hereto as "Retention percentage for interim Certificates. The Employer may in their discretion include in the interim Certificate such amount as they may consider proper on account of material delivered at the site by the Contractor for use in the works and when the works have been virtually completed and the Employer shall have certified in writing that they have been so complete the Contractor shall be paid by the Employer, in accordance with the Certificate issued by the Employer, the sum of money named in the Appendix as "Installment after Virtual Completion and the Contractor shall be entitled to the payment of the final Balance in accordance with the final Certificate to be issued in writing by the Employer at the expiration of the period referred to as "Defects Liability Period in the Appendix hereto from the date of Virtual Completion or soon after the expiration of such period as the works shall have been finally completed and all defects made good according to the true intent and meaning hereof whichever shall last happen. Provided always that the issue by the Employer of any certificate during the Progress of the works at or after their completion shall not relieve the Contractor from his liability under contract.

UNFIXED MATERIALS WHEN TAKEN INTO ACCOUNT TO BE THE PROPERTY OF THE EMPLOYER

26. When in any certificate of which the Contractor has received payment the Employer have included the value of unfixed materials intended for and or placed on or adjacent to the works, such materials shall become the property of the Employer for any loss or damage to which the Contractor shall be responsible and they shall not be removed from the site except for use upon the works without the written authority of the Employer. The value of such unfixed material shall be 75% of Actual cost.



- 28.5 The Employer shall also certify at the end of the defects liability period regarding the state of rectification carried out during defects liability period. The balance amount of Retention Money shall be released subject to compliance of the contract and relevant conditions

SETTLEMENT OF DISPUTE

- 29 All disputes and differences of any kind whatever arising out of or in connection with the Contract or the carrying out of works (whether during the progress of the works or after their completion, and whether before or after the determination abandonment or breach of the Contract) shall be first refer to and settled by the Employer who shall try and settle the dispute amicably within 30 days of reference of such dispute. In case no amicable settlement is reached between the parties, the parties shall refer the dispute to a sole Arbitration jointly appointment by both parties. The proceedings shall be in accordance with the Arbitration and conciliation Act, 1996 (as amended upto date). The venue and site of Arbitrator shall be New Delhi. The arbitration shall be written in English. The courts at New Delhi shall have exclusive jurisdiction.

SUSPENSION

30. If the contractor fails to execute the work awarded to him vide this contract in accordance with the condition of the contract it will be treated as non-performance of the contract and the employer shall give a notice in writing to the contractor. If the contractor fails to comply within 7 days of issue of notice then the employer has the right to suspend the work. The onus of such suspension and its consequence shall rest with the contractor.

TERMINATION OF CONTRACT BY EMPLOYER

31. If the Contractor (being an individual or a firm) commit any "Act of insolvency or shall be adjudged an insolvent, shall make an assignment or composition for the benefit of the greater part in number or amount of his creditors, or shall enter into a Deed of Assignment with his creditors or (being an incorporated company) shall have an order made against him or pass an effective Resolution or winding up either compulsorily or subject to the supervision of the court or voluntary, or if the official assignee of the contractor shall repudiate the contract or if the official assignee or the liquidator in any such winding up shall be unable within seven days after notice to him requiring him to do so, to show to the reasonable satisfaction of the Employer that he

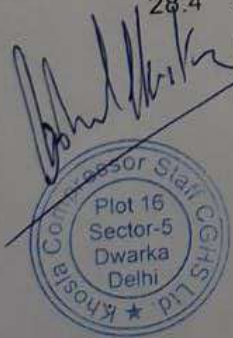


CERTIFICATE OF VIRTUAL COMPLETION

27. The works shall not be considered as completed until the entire work is completed and the Employer have certified in writing that they have been virtually completed and the Defects Liability Period shall commence from the date of such certificate.

DEFECTS LIABILITY PERIOD

- 28.1 Defects liability period shall be twelve calendar months after virtual completion and handing over the project. Any defect in material or workmanship observed in the entire execution of work or within defect liability period shall be notified in writing by the employer to the contractor and shall be rectified by him at his own cost within time as specified by the Employer.
- 28.2 To facilitate prompt attention to the defects the Contractor shall employ a team of tradesmen like masons, painters, carpenters, plumbers, fitters and labour covering all traders along with necessary material and spares as per instructions from the Employer. The nature of their work being in the form of after sales services and the defects rectified being such that they could have been executed properly in the first instance, no extra payment / claim shall be admissible on this account.
- 28.3 In case of default of Contractor in carrying out the rectifications as per Employer. The Employer may employ any other agency to rectify or make good such defects. All expenses consequent thereon or incidental thereto shall be borne by the Contractor and shall be recoverable from him by the Employer and shall be deducted from his bills or retention money or any other amount of the Contractor available with the Employer.
- 28.4 Should any works done or material by any Sub-Contractor employed turns out to be defective, the Contractor shall be liable to make good the same in the same manner as if such work or material has been done or supplied by the Contractor



- (i) determine the Contract, but without thereby affecting the power of Employer or the obligations and liabilities of the Contractor, the whole of which shall continue to be in force as fully as if the Contract had not been so determined and as if the works subsequently executed has been executed by or on behalf of the Contractor.
- (ii) And further, the employer by his agents or servant may enter upon and take possession of the works and all plants, tools, scaffolding sheds, machinery etc., and use the same as his own property or
- (iii) may employ the same by means of his own servants and workmen in carrying on and completing the works by employing any other contractors or other person or persons to complete the works, and
- (iv) the Contractor shall not in any way interrupt or do any act, matter or thing to prevent or hinder such other Contractor or other persons of persons employed for completing and finishing or using materials and plant for the work.

When the work shall be completed, or as soon thereafter as convenient the Employer shall give a notice in writing to the Contractor to remove his surplus materials and plant and should the Contractor fail to do so within a period of 14 days after receipt thereof by him, the employer may sell the same by public auction and shall give credit to the Contractor for the amount after deducted the amount incurred by society in auction so realized. The Employer shall thereafter ascertain and certify in writing under their hand what (If anything) shall be due or payable to by the Employer, for the value of the said plant and materials so taken possession of by the Employer, and the expense or loss which the Employer shall have been put to in getting the works to be so completed and the amount if any owing to the Contractor and the amount which shall be so certified shall, thereupon, be paid by the Employer to the Contractor or by Contractor to the Employer, as the case may be, and Certificate of the Employer shall be final and conclusive between the parties.



DISPUTES TO BE FINALLY DETERMINED BY EMPLOYER

32. The decision, opinion, direction, certificate or valuation with respect to all or any of the matters as decided by the Employer shall be final and conclusive and binding on the parties hereto and shall be without Appeal.

DEPOSIT

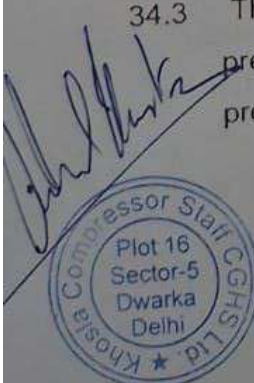
33. The Security Deposited and Earnest Money with the Employer by the Contractor along with his Tender shall be retained with the Employer. The Earnest money Rs. 15.0 Lakhs shall be returned on completion of the work and security deposit Rs. 30.0 Lakhs shall be returned to the Contractor after completion of defect liability period i.e. One year. In case of default in any of the foregoing conditions the deposit amount shall be forfeited by the Employer.

ALTERATION IN SPECIFICATION AND DESIGNS

- 34.1 The Employer shall have right to make any alteration in, omission from addition to, or substitution for, the original specifications and drawings, designs and instructions that may appear to be necessary during the progress of works, and the contractor shall carry out the work in accordance with the instructions which may be given to them in writing by the Employer.

- 34.2 The rates for such addition, altered or substitution work under this clause shall be workout on the basis of DSR-2023 rates including contractor quoted enhancement/ abetment which will be intimated by the Employer at time of award of letter.

- 34.3 The rate of non-schedule item shall be workout on the basis of prevailing market rate. The 15% shall be added towards contractor profit & overheads. However, no escalation will be paid on such items.



is able to carry out and fit the Contract and if required by the Employer to give security therefore or if the Contractor. (whether an individual, firm or incorporated Company) shall suffer execution to be issued, or if the Contractor shall suffer any payment Contractor shall assign or sublet the Contract without the consent in writing of the Employer first obtained, or if the contractor shall charge or encumber this contract or any payments due or which may become due to the Contractor there under shall certify in writing to the Employer that in their opinion the Contractor.

(1) has abandoned the Contract

(2) has failed to commence the work, or has without any lawful excuse under these conditions suspended the progress of the work for fourteen days after receiving from Employer a written notice to proceed, or.

(3) has failed to proceed with the works with such due diligence and failed to make such due progress as would enable the works to be completed within the time agreed upon, or

(4) has failed to remove materials from the site or to pull down and replace works within seven days after receiving from the Employer written notice that the said materials or work were condemned and rejected by the Employer under these conditions, or

(5) has neglected or failed persistently to observe and perform all or any of the acts, matter or things by this Contract to be observed and performed by the Contractor for seven days after written notice shall have been given to Contractor requiring the Contractor to observe or perform the same, or

(6) has to the determinant of good workmanship or in defiance of the Employer Instructions to the contrary sublet any part of the Contract.

Then and in any of the said causes the Employer may, notwithstanding any previous waiver, after giving 15 days notice in writing to the Contractor



SAMPLING OF MATERIALS

36. Sample of building materials fittings and other articles required for execution of work shall be got approved from the Employer. Articles manufactured by companies of repute and approved by the Employer shall only be used. Articles bearing BIS certification mark shall be used in case the above are not available, the quality of samples brought by the contractor shall be judged by standards laid down in the relevant BIS specifications. All materials and articles brought by the contractor to the site for use shall conform to the samples approved by the Employer which shall be preserved till the completion of work.

MAINTENANCE OF REGISTER

- 37.1 All the register of test to be carried out at construction site or in outside laboratories shall be maintained by the contractor which shall be issued to the contractor by Employer
- 37.2 All the entries in the register will be made by the designated engineering staff of the contractor and same should be regularly reviewed by Employer / Authorized agent.

INCOME TAX DEDUCTION AT SOURCE

- 38.1 Income tax 2% and surcharge on the income tax at prevailing rate of Income tax on the gross amounts will be deducted from the Contractors bills at source as per section 194-C of Income Tax Act or such other tax as may become applicable at the time of execution of the work.

SPECIAL CONDITIONS OF CONTRACT

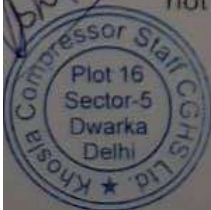
1. Sealed tenders should be addressed to The President / Secretary
KHOSLA COMPRESSORS STAFF C.G.H.S. Ltd., Plot No.-16,
Sector-5, Dwarka, Phase-I, New Delhi - 110075 (hereinafter referred to
as the Employer which shall include its heirs, Executors, Administrators



& Assigns). Subscribed Tender for Extension of Room, Balcony & Toilet in at **KHOSLA COMPRESSORS STAFF C.G.H.S. Ltd.** Plot No. 16, Sector - 5, Dwarka, Phase-I, New Delhi-110075.

2. Tender shall remain valid for a period of 90 days from the date of opening the tender. The employer may extend the said period. The employer does not bind itself to accept the lowest or any tender and reserves to itself the right to accept or reject any or all the tenders, in whole or in part without assigning any reasons for doing so.
3. (a) Each of the Tender Documents is required to be signed by the person or persons submitting the tender in token of his/their having acquainted himself/themselves with the General Conditions of Contract, General Specifications, Special Conditions, etc. as laid down. Any tender with any of the documents not so signed will be rejected.

(b) The tender submitted on behalf of a firm shall be signed by all the partners of the firm or by a partner who has the necessary authority (on behalf of the firm) to enter into the proposed contract otherwise the tender is liable to be rejected. The copy of Authority to be enclosed with the Tender. Similarly tender submitted on behalf of the company needs to be signed by Authorized Director of the company. The copy of the resolution to be enclosed with Tender papers.
4. The tender form must be filled in English and all entries must be made by hand and written in ink. If any of the documents is missing, or unsigned the tender will be considered invalid.
5. Overwriting of figures is not permitted: failure to comply with all the above conditions will render the tender invalid. No advice of any change in rate or condition after the opening of the tender will be entertained.
6. Intending tenderers shall pay required Tender fee, Earnest money by pay order / Bank draft / F.D.R. assigned in favour of **KHOSLA COMPRESSORS STAFF C.G.H.S. Ltd.** employer. A tender which is not accompanied by earnest money will be treated as invalid. The



TEST LABORATORY AT SITE

35.1 The contractor shall establish a lab at site and provide testing equipment and material for the field test to be conducted at site as mentioned in the list of mandatory test given in CPWD specification. In addition to the tested equipment as per CPWD specification the contractor shall establish the arrangement of cube testing machine for compressive strength at site of work. The list of equipment for concrete / RCC is detailed below

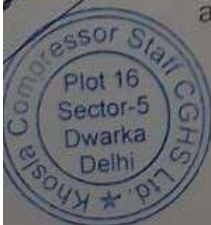
- | | | |
|---|---|--------|
| (i) Concrete cube moulds 15 x 15 x 15 cm | - | 18 Nos |
| (ii) Pruning Rods 2 Kg weight length 40cm and ramming face 25mm | - | 1 No. |
| (iii) Extra Bottom plates for 15cm cube mould | - | 6 Nos. |
| (iv) Standard Vibration table for cubes | - | 1 No. |
|) | | |
| (v) Dial gauges 25mm travel – 0.01 mm division Least count | - | 1 No. |
| (vi) Compression testing machine of 100 tonne capacity | - | 1 No. |
|) | | |

35.2 Other laboratory

The contractor shall arrange carrying out all tests required under the agreement through the laboratory as approved by the Employer and shall bear all charges in connection therewith including charges for testing for all materials. Water to be used for concrete shall be tested beforehand and it should meet the specification criteria as per Indian Standard.

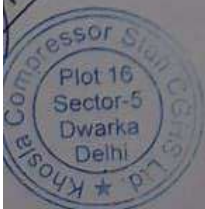
Quality and Workmanship of Work

The contractor shall maintain quality of work and workmanship to the satisfaction of Employer. It will be checked by the Employer or appointed representative. Employer has full right to discard any work which is found to be sub-standard and Contractor will bear all charges of rectification. Testing of water proofing of expanded Rooftop and additional Toilet shall be to the satisfaction of Employer.



12. A Schedule of probable quantities in respect of such work and specification accompany these special Conditions. The Schedule of probable quantities is liable to alterations by omission, or additions at the discretion of the Employer. Each tender should contain not only the rates but also the value of each item of work entered in a separate column and all the items should be totaled up in order to show the aggregate value of the entire tender.
13. The tenderer must obtain for himself on his own responsibility and at his own expense all the information which may be necessary for the purpose of making a tender and for entering into a contract and must examine the drawings and must consider and inspect the site of the work and acquaint himself with all local conditions, means of access to the work, nature of the work and all matters pertaining thereto.
14. The rates quoted in the tender shall include all charges for double scaffoldings, centering materials water and meter charges, electric charges, temporary plumbing, cost of cisterns, hire for any tools and plants, sheds for materials, marking out and clearing of site, watering concrete as mentioned in the specifications. The rates quoted shall be deemed to be for the finished work to be measured at site. The quoted rate shall be exclusive of GST, labour cess and other taxes levied by Govt. of India and Delhi Govt.
15. It is a lump sum contract on per sqft. basis. The quantities may vary $\pm 15\%$.
16. Time shall be considered as the essence of the Contract. The entire constructions must be completed in **18 months** from the date of award of work contract including electrical installation, sanitary, water supply and drainage arrangements etc. It is inclusive of two months period required for installations and finishing items. The tenderer shall before commencing work prepare a detailed work program within a weeks time which shall be approved by the employer.

WORKS TO BE CARRIED OUT



17. The work to be carried out under the contract shall, except as otherwise provided in these conditions, include all labour, material, tool, plants, equipments and transport which may be required in preparation of and for and in the full and entire execution and completion of the works. The description given in the schedule of quantities shall, unless otherwise stated be held to include wastage of materials, cartage and carriage, carrying and return of empties, hosting setting, fitting and fixing in position and all other labour necessary in and for the full entire execution and completion of the work as aforesaid in accordance with good practice and recognized principles.

SUFFICIENCY OF TENDER

18. The contractor shall be deemed to have satisfied himself before tendering as to the correctness and sufficiency of his tender for the works and of the rates and price quoted in the schedule of quantities, which rates and price shall except as otherwise provided, cover all his obligations under the contract and all matters and things necessary for the proper completion and maintenance of the works.

DISCREPANCIES AND ADJUSTMENT OF ERRORS

19. The several documents forming the contract are to be taken as mutually explanatory of one another, detailed drawings being followed in preference to small scale drawings and figured dimensions in preference to scale and special condition in preference to general conditions.

- 19.1 In the case of discrepancies between the schedule of quantities, the specification and / or the drawings, the following order of preference shall be observed –

- (a) Description of schedule of quantities
- (b) Drawings
- (c) CPWD specifications
- (d) Indian Standard specification of B.I.S.

there are varying or conflicting provision made in any of the documents forming part of the contract, The President / Secretary



earnest money will be returned to the tenderer if his tender is not accepted but without any interest (Within 60 days from the date of opening of Tender).

7. The earnest money paid by the successful tenderer at the time of submission of tender shall be held by the employer as part of retention money for the execution and due fulfillment of the contract. No interest shall be paid on the said deposit of Earnest Money / Retention Money.
8. The Contractor is bound to implement the contract within fourteen days from the date of award of work contract by signing an agreement in accordance with the draft agreement and the Schedule of Conditions. Until a formal Agreement is executed between the Employer and the Contractor, the acceptance of Work Contract / Tender /letter of award shall deem to constitute a binding contract on the Contractor subject to modifications, as may be mutually agreed to between the parties hereto irrespective of the fact whether such formal contract is or is not subsequently entered into.
9. All compensation or other sums of money payable by the contractor to the employer under the terms of this contract may be deducted from his earnest money and the security deposit if the amount so permits and contractor shall unless such deposit has become otherwise payable, within ten days after such deduction make good the amount so deducted.
10. The Contractor, must not assign/Sublet the contract or any part thereof. except with the written consent of the Employer failing which the Employer will terminate the contract by giving notice in writing in which case the security deposit of the Contractor shall be forfeited at absolute discretion of the Employer.
11. The Contractor shall carry out all the works strictly in accordance with drawings, details and instructions of the Employer. (If at any stage changes and modifications are required to be made) in the opinion of the employer, the Contractor shall carry out the same without any extra charge. The Employer's decisions in such cases shall be final and binding on the Contractor.



KHOSLA COMPRESSORS STAFF C.G.H.S. Ltd. shall be deciding authority with regard to the intention of the documents and his decisions shall be final and binding on the contractor.

21. The contractor shall not be entitled to any compensation for any loss suffered by him on account of delays in commencing or executing the work whatever the cause of delays may be, including delays arising out of modification to the work entrusted to him or any sub contracts connected therewith or delays in awarding contracts for other trades of the project or in commencement or completion of such works or in procuring Government controlled or other building materials or obtaining water and power connection for construction purposes or for any other reason whatsoever and the Employer shall not be liable for any claim in respect thereof. The employer does not accept liability for any sum besides the tender amount subject only to such variations as may be provided for herein
22. The successful tenderer is bound to carry out any items of work necessary for the completion of job even though such items are not included in the quantities and rates. Schedule of instructions in respect of such additional items and their quantities will be issued in writing by the Employer .
23. If the Headquarters of successful tenderer are elsewhere than in Delhi he shall have a duly authorized Agent in Delhi from commencement of the work until the building is occupied by the employer. Such agent shall be authorized to act on behalf of the successful tenderer to accept service of notice of contract and to agree to extras omissions and varied item of works and rates for the same. Such Agent shall maintain on his staff a qualified engineer approved by the employer and such office Personnel as may be required for the efficient execution of works. Any notice under the contract shall be deemed to have been served on the successful tenderer if served upon such agent or sent by registered letter to his address. Such agent shall not be changed and shall not leave during the duration of the contract, unless the consent of the employer shall have been previously obtained. If the



shall order the tenderer to carry out any construction under the terms of the contract after the building is completed. The Contractor shall be liable for any damage to the building or any other work being carried out.

24. The successful tenderer must cooperate with the other work appointed by the employer if any so that the work shall go smoothly with least possible delay and to the satisfaction of the Employer.

25. Water : (a) The contractor shall make his own arrangements of fit for construction purpose or make his own arrangement for the of municipal water including obtaining (municipal connection) labour as well as construction purpose and all charges for water to be borne by him.

Power / Electricity : (b) The contractor shall have to make his own arrangements to obtain power connections and maintain, at his expense, an efficient service of electric light and power and shall pay for the electricity consumed. The Employer shall give all possible assistance to the contractor to obtain the requisite permission from various authorities, but the responsibility for obtaining the same shall be that of the contractor.

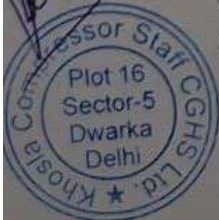
26. The contractor shall execute the whole and every part of the work in the most substantial and workmanlike manner both as regards materials and otherwise in every respect in strict accordance with the specifications. The contractor shall also conform exactly, in all respects, faithfully to the design, drawings and instructions in writing in relation to the work assigned by the Employer. The work shall be carried out in accordance with the latest CPWD specification of Civil & Electrical.

The contractor shall comply with the provisions of the contract and shall with care and diligence execute and maintain the works and provide labour and materials, tools and plants including for measurement and supervision of all works, structural plans and other things.



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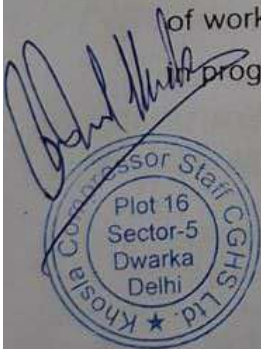
or permanent nature required for such execution and maintenance in so far as the necessity for providing these, is specified or is reasonably inferred from the contract. The Contractor shall take full responsibility for adequacy, suitability and safety of all the works and methods of construction.

27. The security deposit of the successful tenderer will be forfeited if he fails to comply with any of the conditions of the contract.

EMPLOYMENT OF TECHNICAL STAFF AND EMPLOYEE

28. The Contractor shall provide all necessary superintendence during execution of the work and all along thereafter as may be necessary for proper fulfilling of the obligations under the contract.

The contractor shall immediately after receiving letter of the acceptance of tender and before commencement of the work, intimate in writing to the President / Secretary KHOSLA COMPRESSORS STAFF C.G.H.S. Ltd., the name(s), qualifications, experience, age and other particular along with certificates of Project Manager (Civil), Site Engineer (Civil), Site Engineer (Electrical), certified plumber & electrician, supervisor etc. All the technical staff shall be present at site of work for supervision at all times when any construction activities are in progress.



Settlement of Dispute, Arbitration

All disputes and differences of any kind whatever arising out of or in connection with the Contract or the carrying out of works (whether during the progress of the works or after their completion, and whether before or after the determination abandonment or breach of the Contract) shall be referred to and settled by the Architects who shall state their decision in writing. Such decision may be in the form of a final certificate or otherwise. The decision of the Architect with respect to any of the excepted matters shall be final and without Appeal.

But if either the employer or the Contractor be dissatisfied with the decision of the Architect or any matter question or the dispute or any kind (except any of the excepted matters) or as to withholding by the Architect of any certificate to which the Contractor may claim to be entitled, then and in any such case either party (the Employer or the Contractors) may within 28 days after receiving notice of such decision give a written notice to the other party through the Architects requiring that such matters in dispute be arbitrated upon. Such written notice shall specify the matters which are in dispute and such dispute of difference of which such written notice has been given and no other shall be and is hereby referred to the arbitration and final decision of a single Arbitrator being Fellow of the Indian Institute of Architects to be agreed upon and appointed by both the parties or in case of disagreement as to the appointment of a single arbitrator, to the arbitration of two Arbitrators being both Fellows of the Indian Institute of Architects one to be appointed by each party, which Arbitrators shall before taking upon themselves the burden of Reference appoint an Umpire.

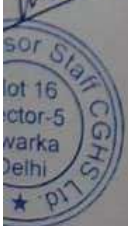
The Arbitrator, the Arbitrators or the Umpire shall have power to open up, review and revise any certificate, opinion, requisition or notice, save regard to the excepted matters referred to in clause No. 35 and to determine all matters in dispute which shall be submitted to him or them and which notice shall have been given as aforesaid.

Upon every or any such reference the cost of and incidental to the Reference and Award respectively shall be in the direction of the Arbitrators or 'Arbitrators' or the Umpire who may determine the amount thereof, or direct the same to do taxed as between Attorney and Client or as

between party and party shall direct by whom and to whom in what manner the same shall be borne and paid. The submission shall be deemed to be a submission to arbitration within the meaning of the Indian Arbitration Act 1940 or any statutory modification thereof. The award of the Arbitrator or Arbitrators or the Umpire shall be final and binding of the parties. Such Reference except as to the withholding by the Architects of any Certificates to which the Contractor claims to be entitled shall not be

opened or entered upon until after the completion or alleged completion of the works or until after the actual cessation of the works arising from any cause unless with written consent of Employer and the Contractor. Provided always that the employer shall not withhold the payment of the Interim Certificate nor

Contractor except with the consent in writing of the Architects in any way delay the carrying out of the works by reason of any such matter, question or dispute referred to Arbitration but shall proceed with the work with all due diligence and shall until the decision of the Arbitrator or Arbitrators or the Umpire be given be bound by the contractor of his obligation to adhere strictly to the Architects' instructions with regard to the actual carrying out of the work. The employer and the contractor hereby also agree that Arbitration under this clause shall be condition precedent to any right or action under the Contract.



Settlement of Dispute, Arbitration

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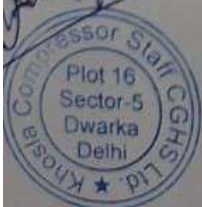
But if either the employer or the Contractor be dissatisfied with the decision of the Architect or any matter question or the dispute or any kind (except any of the excepted matters) or as to withholding by the Architect of any certificate to which the Contractor may claim to be entitled, then and in any such case either party (the Employer or the Contractors) may within 28 days after receiving notice to such decision give a written notice to the other party through the Architects requiring that such matters in dispute be arbitrated upon. Such written notice shall specify the matters which are in dispute and such dispute or difference of which such written notice has been given and no other shall be and is hereby referred to the arbitration and final decision of a single Arbitrator being Fellow of the Indian Institute of Architects to be agreed upon and appointed by both the parties or in case of disagreement as to the appointment of a single arbitrator, to the arbitration of two Arbitrators being both Fellows of the Indian Institute of Architects one to be appointed by each party, which Arbitrators shall before taking upon themselves the burden of Reference appoint an Umpire.

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Between party and party shall direct by whom and to whom in what manner the same shall be borne and paid. The submission shall be deemed to be a submission to arbitration within the meaning of the Indian Arbitration Act 1940 or any statutory modification thereof. The award of the Arbitrator or Arbitrators or the Umpire shall be final and binding of the parties. Such Reference except as to the with holding by the Architects of any Certificates

to which the Contractor claims to be entitled shall not be opened or entered upon until after the completion or alleged completion of the works or until after the practical cessation of the works arising from any cause unless with written consent of Employer and the contractor. Provided always that the employer shall not withhold the payment of the Interim Certificate nor the Contractor except with the consent in writing of the Architects in any way delay the carrying out of the works by reason of any such matter, question or dispute referred to Arbitration but shall proceed with the work with all due diligence and shall until the decision of the Arbitrator or Arbitrators or the Umpire be given abide by the contractor of his obligation to adhere strictly to the Architects' instructions with regard to the actual carrying out of the work. The employer and the contractor hereby also agree that Arbitration under this clause shall be condition precedent to any right or action under the Contract.



shall order the tenderer to carry out any rectification under the terms of the contract after the building is completed the Contractor shall have the same or another duly authorized Agent while such rectifications are being carried out.

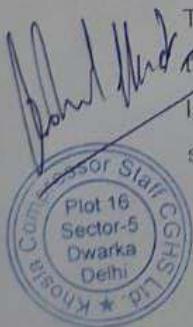
24. The successful tenderer must cooperate with the other contractor appointed by the employer if any so that the work shall proceed smoothly with least possible delay and to the satisfaction of the Employer.

25. **Water :** (a) The contractor shall make his own arrangements of water fit for construction purpose or make his own arrangement for the supply of municipal water including obtaining Municipal connection for his labour as well as construction purpose and all charges for water shall be borne by him.

Power / Electricity : (b) The contractor shall have to make his own arrangements to obtain power connections and maintain, at his own expense, an efficient service of electric light and power and shall pay for the electricity consumed. The Employer shall give all possible assistance to the contractor to obtain the requisite permission from the various authorities, but the responsibility for obtaining the same shall be that of the contractor.

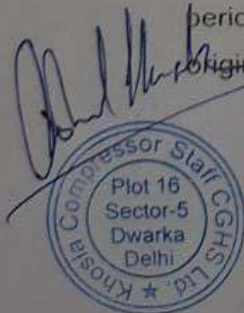
26. The contractor shall execute the whole and every part of the work in the most substantial and workmanlike manner both as regards to the materials and otherwise in every respect in strict accordance with the specifications. The contractor shall also conform exactly, fully and faithfully to the design, drawings and instructions in writing in respect of the work assigned by the Employer. The work shall be carried out as per latest CPWD specification of Civil & Electrical.

The contractor shall comply with the provisions of the contract and with the care and diligence execute and maintain the works and provide all labour and materials, tools and plants including for measurements and supervision of all works, structural plans and other things of temporary



Disaster Management bodies from time to time. The contractor shall ensure compliance of all applicable labour laws.

11. All employment and Safety rules & regulation as per Govt. norms for Labour pertaining to construction activity shall be followed by Contractor.
12. The Contractor will get the insurance of labour working at site. They will be responsible for any accident etc.
13. Drinking Water, Wash Room and other essential facilities for Labour shall be provided by the Contractor for which no extra payment shall be made.
14. In case of any dispute, the decision taken by the Employer shall be final and binding on the Contractor.
15. It is the responsibility of the contractor that for extension work the wooden partition wall / protection to the flat is to be provided for control of dust so that members/ resident of the society who is residing in the flat will be comfortable and privacy shall be maintained. Nothing extra will be paid on this account.
16. The Contractor shall be responsible for all the compliances like smoke guns installation etc to fulfill the green environmental conditions.
17. The rates will be firm till completion of work. No escalation shall be paid.
18. Contractor will be responsible for their material tools & plans during non-working hours.
19. Shifting of storm water drain is the part of contract.
20. Shifting of Lighting arrester is the part of contract.
21. Contractor should have accidents policy for all daily workers.
22. The Contractor have to use the Green Area of society during construction period. After, completion of work, the Green Area will be re-stored in original shape and will hand over to society.



APPENDIX-1

S. No.	Description	Condition
1.	Date of Commencement	As per the date of order to start the work or date of handing over possession of site to be duly acknowledge in writing by the contractor and Employer.
2.	Date of completion	18 (Eighteen) Calendar Months from the date of commencement.
3.	Period of final measurement	2 (Two) months from the date of completion
4.	Liquidated damages	1% for each week on balance work after 18 (Eighteen) Calendar Months from the date of Commencement subject to a maximum of 10% of the contract value.
5.	Value of work for interim / running account bill	Rs. 25.00 Lacs
6.	Retention percentage for security deposited which is to be refunded after one year from the date of completion i.e. after defect liability period. No. interest shall be paid on the said deposit.	5% from each running bill. Maximum Rs. 30 Lakhs excluding EMD. The contractor may submit bank guarantee for earnest money and security deposit separately.
7.	Period of Honoring certificate	10 days
8.	Taxes	Quoted Rates should be exclusive of GST
9.	Mobilization advance (interest free)	5% of tender amount shall be paid as mobilization advance and shall be recovered on pro-rata basis
9.	a) Specification for civil work b) Specification for sanitary and water supply work	CPWD Specification 2019 Vol-I & II with upto date correction slips.
10	Specification of Electrical work	(i) CPWD General Specification for electrical work Part-I Internal -2013 with upto date amendments. (ii) CPWD General Specification for electrical works part-II (External)1994 with upto date correction slip.

[Handwritten Signature]
 Professor Staff CGHS Ltd
 Plot 16
 Sector-5
 Dwarka
 Delhi



ADDITIONAL CONDITIONS TO THE CONTRACT

1. No Labour shall be allowed inside the society in the night. Contractor will make arrangement of Labour to bring at the site in the morning and will take out in the evening.
2. All material has to be stocked at proper place as per instructions of the Site Engineer so that movement of vehicle is not disturbed.
3. Contractor have to work in occupied society. He should be very careful during construction activities. There should be no damage to movable and Immovable property including vehicles parked inside the society.
4. All work shall be carried out from outside the flat. Society's Lifts / stair case shall not be used by the Contractor and his Labour for lifting of any material.
5. Contractor has to repair all road etc if damaged during construction work.
6. Contractor has to make his own arrangement of Electricity and Water as per the specifications provided herein.
7. The Working hours for the Contractor's labour shall be from 9.00 AM to 6.00 P.M.
8. Contractor has to use Jaal / covering material to avoid dust during construction as per existing MCD / NGT rules.
9. Contractor shall ensure compliance of all the instructions of the local Government bodies pertaining to construction activity as well as local bye-laws / control of state pollutions as per pollutions control board – Rules and regulations. No additional money shall be paid by the Employer for the such compliances. Anti-smoke Gun is to be provided at site during construction period.
10. Contractor shall ensure all compliances pertaining to COVID 19 pandemic protocol in respect of workforce. Further all safety means, rules and regulations in respect of Labour deployed by the Contractor at site shall strictly as per the directives issued by the Local Government / State



DETAILED SPECIFICATIONS AND SCOPE OF WORK
FOR LUMP SUM (EXTENSION WORK)

PART - I

1. GENERAL: -

- 1.1 The specification are intended for General Description of quality and workmanship of materials / finished work and not intended to cover minute details and shall be the same as being described in Vol. I & II of the CPWD specification 2019 Vol. I & II with correction slips upto the date of receipt of tender / relevant ISI standard for works not covered by the above.
- 1.2 Rates quoted shall include labour, site grading, leveling and earth work, materials, tools, plants applications, transport equipment, taxes, duties, octroi, levies, contractors supervision, overheads, profits and all that the necessary for the satisfactory completions of the job. GST shall be paid by the society.
- 1.3 After completion of work, the site should be neat & clean.
- 1.4 All debris should be disposed off at suitable place.
- 1.5 No labour would be allowed to stay inside the society in night.
- 1.6 Contractor has to make his own arrangement of water & Electricity for construction work.
- 1.7 The outer finish of building should match with existing building

2. SCOPE OF WORKS: -

- 2.1 Include all civil, plumbing, fire fighting and Internal Electrical Work, as per drawing enclosed. This is the extension work. Work should be executed as per drawings. The work also includes, re-barring, dismantling of existing balconies etc & disposal of debris out-side the site at suitable place, shifting the existing pipelines i.e. water lines, sewer lines Electrical cabling etc.

3. WORKS NOT INCLUDED IN SCOPE OF WORK: -

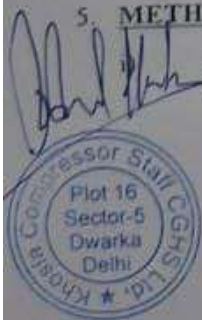
Following works are not included in Scope of Work.

- 3.1 Wood work in wardrobes.
 - 3.2 Geyser bath tub in toilets & all fittings & fixtures.
 - 3.3 All floor & wall tiles work
 - 3.4 POP / paint etc inside bedroom etc.
4. All work shall be done as per latest approved drawings.

- i) Extra items, if any, shall be carried out only after the approval of rates and the written permission from the owner.

5. METHOD OF MEASUREMENT & VALUATION :-

Lump sum covered area rate shall include all items mentioned in 'Detailed specifications and scope of work' and as per drawings.



- ii) Lump Sum covered area rate per square feet shall be quoted for building work including internal electrical & plumbing work and shall include all items mentioned under scope of works to be provided by the contractor.
 - iii) Covered area shall be measured for building work as per horizontal slab on different floor levels including balconies, wardrobes, sun shades, pipe shafts, as flat horizontal area including walls of new construction & slab inserted in walls for additional area extended from existing area.
6. No measurements shall be given for paragolas loft and pipe shaft.
 7. All work shall be done as per drawings and specification mentioned. Architect can change any drawing at any time and no extra shall be paid to the contractor on that account even if some dismantling is done due to change in drawing. These charges will be done in sample flat only.
 8. After completion of work, the contractor has to make the site level and clean.
 9. Contractor will submit a construction programme chart and the same shall be approved by the Architect / Employer and the work shall be carried out accordingly.
 10. Re-barring should be done with approved chemical solution.
 11. **EARTH WORK: -**
 - 11.1 Earth work in excavation in hard / dense soil in foundation trenches or drains for all depths, widths and plan area including dressing of sides, ramming of bottoms, shoring, struting, bailing out water, all lifts or earth etc., complete.
 - 11.2 Stacking the excavated earth (required for the development work of the society) within and around the premises of the society and disposal of the surplus excavated earth any where beyond the premises of the society, as directed by the society / Architect. If the earth is short, the same shall be brought from outside the site free of cost.
 - 11.3 Filling available excavated earth (excluding rock) in trenches plinth, sides of foundations etc., in layers not 20 cm in depth consolidation etc., each deposited layer by ramming and watering, all leads and lifts.
 - 11.4 Bringing approved earth from outside required for to bring the level of the site upto (+, -) (0'-0"). (Proposed ground level).
 - 11.5 Providing and injecting chemical emulsion for preconstructional antitermite treatment and creating a chemical barrier under all around the columns pits, wall trenches, basement excavation top surface of plinth filling junction of wall and floor along the external perimeters of building, expansion joints, surroundings of pipes and conduits etc., complete with aldrin emulsifiable concentrates (0.5%), chloropyriphos (2%)

- 11.6 Filling in plinth with good earth in layers under floor including watering, ramming, consolidating and dressing etc., complete.



**LIST OF APPROVED MAKE OF MATERIALS
(FOR CIVIL WORKS)**

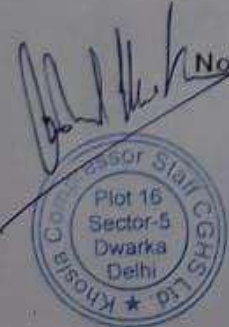
NOTE: - 1) A list of Preferred Brand names of various Materials/Products are shown below for usage in execution of work. However, Approved equivalent material of any other specialized Companies/Firms may also be used in case it is established that the Brands specified below are not available in the market and subject to Approval of the alternate brand by the Employer.

2) It must be ensured, in general, that all materials to be used in the works shall bear BIS Certification mark. In cases where for a particular material/product, BIS Certification Mark is not available, then the material proposed to be procured can be used subject to the condition that it should conform to CPWD Specifications and relevant BIS codes. In such cases written approval of the Employer shall be obtained before use of such material in their works.

3) The list given below does not absolve the Executing Agency from their responsibility for using these products. It is only after, they are satisfied about the quality and performance, the products shall be used. To achieve this, proper check on the quality of the product, actually to be used, should be exercised.

S.No.	Materials	Approved make
1.	(i) Cement OPC (Grade 43)	JK / Wonder / Ultra Tech
	(ii) White Cement	Birla White, JK white
2.	Reinforcement steel (TMT-Fe500 D)	Sail / Tata
3.	Construction chemical used in repairing	Fosroc, Pidilite, CICO, Sika, BASF Hiltti
4.	Admixtures	Fosroc, MBT, Sika, CICO, Asian
5.	Rebaring chemical	Hiltti Chemical
6.	Electric Wire / conduit	Finolex, Havels
7.	Chemical to be used for joining old / new concrete.	NITO - Bond
8.	PVC Pipe (UPVC & CPVC)	Supreme / Astral
9.	Toilet Fitting	CERA / HIND

Note :- The Employer will decide any one make in the above list.



14. CEMENT PLASTER:-

- 14.1 6 mm thick cement plaster of mix 1:3 (1 cement: 3 fine sand) on ceiling as per the drawing including providing groove, in ceiling/drip course.
- 14.2 12 mm thick cement plaster of mix 1:6 (1 cement: 6 coarse sand) on wall as per the drawings.
- 14.3 15 mm thick cement plaster of mix 1:6 (1 cement: 6 coarse sand) on the rough sides of the brickwork.
- 14.4 Finishing external walls with gri wash matching with the existing building.
- 14.5 Forming groove of uniform size 15mm wide and 15mm deep in the top layer of washed stone gri plaster as per approved pattern using wooden battens, nailed to the under layer including removal of wooden battens, repair to the edges of panels and finishing the groove complete as per specifications.
- 14.6 The internal walls will be finished with plain plaster. White wash shall be provided on all walls & ceiling.
- 14.7 Painting with synthetic enamel paint (two or more coats) over a coat of suitable primer to give an even shade on new steelwork / wood work.
- 15 Water proof cement paint on inside face of parapet walls, shaft walls and stilt etc. wherever is required shall be applied.
16. FLOORING :- All tiles work shall be done by members
- 17.1 FLOORING IN STILTED PORTION :-
100 mm thick concrete 1:3:6 (1 cement: 3 badarpur : 6 stone aggregate of 40 mm nominal size) in base. 50 mm thick concrete flooring over the base in cement concrete 1:2:4 (1 cement: 2 badarpur : 4 stone graded aggregate of 20 mm nominal size) laid in alternate panels without glass strip and finished with a floating coat of neat cement slurry.
- 17.2 100 mm high 18 mm thick cement plaster skirting with cement mortar 1:3 (1 cement : 3 coarse sand) finished with a floating coat of neat cement including rounding of the junctions with floor

18. PLUMBING WORK :-

- The toilet will be flush with floor no sunken slab will be laid. The U-PVC pipes of soil & waste will pass through core-cutting in slab & finished with seal coat. PVC with aluminum frame, false ceiling shall be provided with provision of door opening. Following work shall be included.
- 1) 100mm U-PVC pipe for soil & waste including all fitting & clamps etc and making connections.
20-50mm C-PVC pipe for water supply system including internal & external work chase cutting & repair etc.



iii) Toilet will be with provision of following items

- a) One white English W/C
- b) One White wash basin of size 300 x 450 mm. with hot & cold water mixer.
- c) One shower with hot & cold water mixer.
- d) Provision of Gysser etc. (All stop cocks & PVC / copper connections shall be provided by members)
- e) Making connection of soil & waste pipe to main sewer at Ground Floor.

19. **DOORS AND WINDOWS & WOOD WORK :-**

19.1 All door frames shall be of size () X 2-1/2") made of **MIRANDI WOOD** with hold fast, grouted in cement concrete 1:3:6. Wooden chawkhats shall be painted on wall face with solignum paint. Tapered beading shall also be provided of same wood. Rowel plug shall be fixed in chawkhats on column face.

19.2 Providing and fixing factory made (Dooking or Kanchan make) 35mm thick commercial flush door shutters with 4" long 4 Nos. M.S. hinges. All flush door shutter should be ISI mark and hot pressed phenolformeldehyde bonded. All Aluminium fittings & locks are to be provided.

19.3 Wooden door shall be provided in bed room & toilet only.

19.4 **GLAZING & WINDOWS :**

All glazing & windows will be of U-PVC and shall be supplied & fixed by members

20. **MISCELLANEOUS:-**

20.1 Providing and laying damp proof course, 40mm thick with cement concrete 1:2:4 (1 cement, 2 coarse sand, 4 graded stone aggregated 12.5 mm nominal size) with **CICO** Water proof liquid compound.

20.2 Providing a coat of residual petroleum bitumen of penetration 80/100 of approved quality using 1.7 Kg/M² OR Dr. Fixit solution on damp proof course after cleaning the surface with brush and finally with a piece of cloth lightly soaked in kerosene oil in D.P.C., sunken portions of Toilet & roof terracing etc. wherever required.

20.1 Making plinth protection 50 mm thick cement concrete 1:3:6 (1 cement: 3 coarse sand: 6 graded stone aggregate 20mm nominal size) over 75 mm bed of dry brick ballast 40 mm nominal size well rammed and consolidated and grouted with fine sand including finishing the top smooth.

20.2 10cm thick (average) mud phuska of damped brick earth on roofs laid to slope consolidated and plastered with 25 mm. thick mud mortar mixed with bhusa at 35 Kgs per Cum., of earth and gorhi leaping with mix 1:1 (1 clay: 1 cow dung) and covered with flat tile bricks of class designation 100 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 with F.P.S. brick tiles



- 11.7 Supplying and filling 40 mm nominal size brick ballast on roofs/toilets and sunken areas in the structure light ramming etc., complete and applying two coat of bitumen paint of grade 85/25 OR water-proof compound of Dr. Fixit. The top will be finished with 100 mm thick cement concrete 1:3:6 (1 cement : 3 Badarpur : 6 graded stone aggregate 20 mm nominal size). OR In case toilet is not sunken, then false ceiling with commercial ply with door opening etc. shall be provided.

12. CONCRETE WORK :-

- 12.1 Providing and laying lean concrete of grade 1:3:6 (1 cement : 3 coarse sand : 6 graded stone aggregate 40 mm nominal size) in foundations, as shown on the drawing. 100mm thick P.C.C. in stilt and flats at ground floor is to be provided.
- 12.2 Structure : all structure drawings are Earth Quake resistant R.C.C. frames structure designed as per latest I.S.I. Code.
- 12.3 Reinforced cement concrete work of the grades M-250 or as specified in the drawings, in foundations, footings, piers, abutments, pillars columns, walls attached plaster, buttresses, plinth string course, fillets, fixed lintels, beams basements, suspended floors, roofs, landing, ase, balconies, selves etc., for all level including finishing and plastering the exposed surface with cement mortar 1: 3 (1cement : 3 fine sand) of thickness not exceeding 6 mm to give a smooth and even surface, curing provisions of construction / contraction control joints etc., complete.

OR

RMC of same grade may be used in foundation slabs & beams instead of cast in situ cement concrete. No extra shall be paid for RMC

- 12.4 Providing erecting, centering and shuttering including strutting as per Specifications and instruction of society/Architect including removal of formwork as per IS Code for all level for the types of works mentioned in 9.2 above.
- 12.5 Providing and laying steel reinforcement for RCC works as mentioned in 9.2 Above including straightening, decoiling, cutting, bending, placing and binding securely. In position with black anemalled wire (18 gauge) as per drawings, specifications and instructions of Society Architect at all level for.
- 12.6 Mild Steel.
- 12.7 Cold Twisted Steel.
- 12.8 Reinforced cement concrete work of grades as specified in drawing. The grade of concrete will be M-250 for all R.C.C. works.

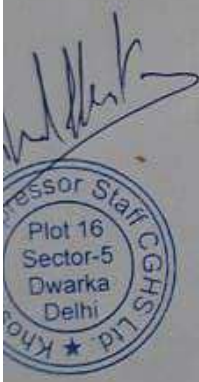
13. BRICK WORK :-

- 13.1 Brick work with best quality locally available bricks in foundation, plinth and super structure as per drawing in cement mortar 1:6 (1 cement : 6 coarse sand) including curing etc., complete.

Half brick work with best quality locally available bricks as per drawing in cement mortar 1:4 (1 cement: 4 coarse sand) including curing etc., complete.



- 21.8 Ceiling fan boxes shall be provided with every fan point.
- 21.9 Wiring for light point PVC insulated 2.5 sqmm copper conductor cable in PVC conduits with 5 Amp. Modular switch.
- 21.10 Wiring for 3 pin 5 Amp. plug point with PVC insulated 2.5 sqmm copper conductor cable in PVC conduit including providing and fixing 3 pin 220 volt 5 amp. Socket outlet and 220 volt 5 Amp. earthing the 3rd pin 14 SWG ware copper wire etc. complete as required with modular switch.
- 21.11 Wiring for ceiling fan/exhaust fan point with PVC insulated 2.5 sqmm copper conductor cable in PVC conduits including earthing the regulator with 14 SWG bare copper wire and 5 amp. Modular switch.
- 21.12 Wiring for 3 pin, 5 amp. plug point with PVC insulated 4.0 sqmm copper conductor cable in PVC conduit including providing and fixing 3 pin, 15 amp. 220 volt socket outlet and 220 volt, 15 Amp. Modular switch of approved shade and including earthing of the third pin with 14 SWG bar copper wire completes as required. The power plugs should be multi plug.



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OR

Coba treatment as per CPWD specifications.

- 20.3 Providing gola 75 X 75 mm in cement concrete 1:2:4 (1 cement : 2 coarse sand : 4 stone aggregate 20 mm) and down gauge including finishing with cement mortar 1:3 (1 cement : 3 fine sand) as per standard design in 74 X 74 mm deep chase.
- 20.4 Making khurras 45 X 45 cm with average minimum thickness of 5 cm cement concrete 1:2:4 (1 cement: 2 coarse sand: 4 graded stone aggregate 20 mm nominal size) over PVC sheet 1m X 1m X 400 micron finished with 12mm cement plaster 1:3 (1 cement: 3 coarse sand) and a coat of neat cement, rounding the edge and making and finishing the outlet complete.
- 20.5 Providing and fixing 1.20 meter high S.S railing of grade 304 and 14 Gauge as per approved design.
- 20.6 Providing M.S. footrests including fixing in manhole with 20 X 20 X 10 cm. cement concrete blocks 1:3:6 (1 cement: 3 coarse sand : 6 graded stone aggregate of 20 mm nominal size) as per standard design with 20 mm square bars.
- 20.7 Providing chicken mesh at the junction of R.C.C. column beam and brick masonry and embedded in plaster.
- 20.8 Making groove/drip course in the grit finish and plaster at the junction of wall and ceiling as per the instruction of Architect.
- 20.9 Providing and mixing waterproof compound in plaster in sunken portions of Toilets.

21. ELECTRICAL WORK

- 21.1 **Electrical :-** All material used in the electrical installation shall confirm to the latest Indian standard specifications where ever the exist. In the absence of I.S. specifications relevant B.S. standards shall be applicable.
- 21.2 All wiring shall be concealed copper wiring 4.0 sqmm for power, 2.5 sqm for light, it will be **Plaza & Havells** make or as approved by society.
- 21.3 2 mm thick PVC conduits alongwith the junction boxes of suitable sizes shall be used (conduits shall be Polypack/Allwin make or as approved by Society.)
- 21.4 Location of lights and power points shall be as per the detail drawings.
- 21.5 All electric system shall be connected with existing electric system.
- 21.6 No fans and fancy fittings shall be provided.
- 21.7 All modular switches shall be of make Anchor / Orpat or as approved.

