VEENA COOPERATIVE GROUP HOUSING SOCIETY LTD.

Plot No.5D, Sector-22, Dwarka, New Delhi - 110077

TENDER FOR,

Strengthening and Retrofitting works of Basement as per BOQ including water proofing.

Scope of Work	Strengthening and Retrofitting works of
	Basement Columns, Beams, Slab, water proofing
	of Basement Slab, Plaster and Paint complete.
Period of Completion	90 days from the date of work order/ commencement.
Date of issue of Tender	05/11/2024
Date of Submission of	16/11/2024 Before 4:00pm
Tender	
Date of opening of Tender	16/11/2024 Before 5:00pm
Cost of Tender	Rs1000/- through DD in favour of VEENA CO-
	OPERATIVE GROUP HOUSING SOCIETY LTD.
Date of Commencement:	
Period of completion	Entire work should be completed within 90 days.
	Detail activity wise Flow chart indicating activities
	and days required for each activity will be submitted
	by the contractor within Seven days from date of
	LOI.
Technical Specification	All working drawings and specification along with procedure /instructions for repair/retrofitting will be supplied by our Architect. You will follow his instruction in letter and spirit and in case of any clarification shall get in touch with MC or Architect Use of different Chemicals/ including rust remover, bonding chemicals, Epoxies etc. for repair and plastering etc. should be as per mentioned in BOQ. The application should be as per procedure laid down by the Manufacturing Company. Complete Video recording of such applications should be provided with running bills to verify the procedure.
	provided with running bills to verify the procedure followed by the contractor. Proper Curing must be carried out for at least seven days.
Retention Percentage/	Performance Security of 5% is to be deducted from
Performance Guarantee	every running Bill.
Penalty for delay	Rs. 10,000/- per week subject to a Maximum of 10% of the cost of Works.
Defects liability Period	12 months from the date of virtual completion.
Type of Contract	Contract being fixed as per the items /repair /

	retrofitting etc. specified above and in BOQ.
Fluctuations /Escalations	The Contractor shall not claim any extras for fluctuation (rise and fall) of prices of Labors/workers & material and the contract price shall not be subjected to any kind of fluctuation whether its impact is rise or fall in prices.
TAXES	Rates / Contract Is inclusive of all applicable taxes payable including GST at Delhi. No claim on this account shall be submitted by you at any stage. However, TDS or any other applicable taxes as per law will be deducted.
Engineer in charge / Consultant	Engineer in Charge/ Consultant shall mean the person approved and appointed by MC to supervise & approve the process, quality of work done.
Site Instructions	If within seven days of instructions fom MC requiring compliance with an instruction the Contractor does not comply hence-with, then the MC may get the work executed through another agency at the risk and cost of the Contractor.
Electricity and Water	Contractor will be provided electricity and water at a single point for performance of construction/ repair of the building free of cost.
General Condition of Works	Enclosed as Annexure "A"
Special Condition of Works	Enclosed as Annexure "B"
Final BOQ with your rates	
Official Email, address for correspondence	veenacghs@gmail.com ,Plot No-5d,Sector- 22,Dwarka,Delhi-110077

TECHNICAL CRITERIA FOR QUALIFICATION/ SELECTION OF CONTRACTOR:

1. EXPERIENCE OF MINIMUM 10YRS WORKING IN SIMILAR NATURE OF JOBS.

2. <u>COMPLETED TWO PROJECTS WORTH OF 30 LAKHS IN DWARKA OF SIMILAR NATURE IN LAST 5 YEARS.</u>

Annexure 'A'

General Terms & Conditions: -

- The term "Contractor" used herein in the tender documents is referred to as the Tenderer/ Bidder who is issued with a letter of Acceptance' of tender. "VEENACGHS Ltd." is referred to as the "MC", / Owner and the person authorized/ nominated by the MC to supervise the work is referred to as the Architect and Consultant also means 'Architect'
- The time for the completion of entire work is 90 days from date of Award of the contract, unless it is delayed due to the reasons beyond the control of both the parties under unforeseen circumstances (FORCE MAJEURE). In such eventuality the rates quoted in the Original Bid will remain applicable for the extended period as well.
- 3. Any Additional work, or procedure of repair which may be added at the later stage with the mutual consent of Managing Committee and Contractor on advise of consultant / Structural engineer, will be settled only at the rates provide in the original bid / as per market rate or as mutually agreed.
- 4. Any extra item rates shall be decided by the Consultant /Engineer in-charge and the MC of the Society.
- 5. The tendered rates are for all items of work, unless clearly specified, and shall include the cost of material etc., cost of permit, labour, latest machinery, equipment, tools, plants & other inputs involved in the execution of the work.
- 6. No escalation/ increase in the **rates/ will be** allowed during the original period of contract as well as the extended period of contract.
- 7. The contractor shall strictly conform to the quality & brand/make of the material, as specified in the tender /BOQ document and abide by instructions laid down by competent consultant /Engineer assigned by MC (VEENA Management) while executing the repair & retrofitting work.
- 8. The material brought by the Contractor on the site need to be checked by the Engineer or MC authorised person before use. The work will be monitored on regular basis by the Consultant/Structural Engineer. The contractor will work under the supervision, guidelines and advise of the Consultant/Structural Engineer. The Consultant/Architect can even suggest deviations in the scope of work as per the ground realities of the work.

- 9. To facilitate smooth execution of the work, immediately after the award of work & before start of work, Contractor shall nominate & inform, in writing, about his Representative/ Supervisor who will interact/ co-ordinate with the Consultant/Structural Engineer &MC, for & on behalf of the Contractor, at the site of work.
- 10. The Contractor shall make his own arrangements for storing the material brought at site for use in the work, against damage due to sun, rain, dampness, fire, theft etc. No extra claim whatsoever shall be entertained on this account. Material shall be stacked in such a manner as to ensure the preservation of their quality and fitness for work.
- 11. The Contractor will not erect any hut or tented accommodation for his Labour or for any other member of his staff in society premises and outside the Apartment along the boundary wall.
- 12. The work under the contract is in the society complex where all the flats are occupied. The Contractor shall, ensure that the execution of the work is carried out without interruption and in a very reasonable time so that the residents are put to least possible inconvenience during the execution of the contracted work.
- 13. The Contractor will remove the Malba from the society by mechanical means including loading/unloading to a safe ground on daily basis at his own cost. Malba removal is included in the contract so no extra payment will be made in removing malba from society premises.
- 14. The Contractor shall provide suitable barricading for the unhindered execution of the work and shall remove the same after the completion of the work.
- 15. No payment will be made to the contractor for damages caused by rains & other natural calamities during execution of the work and no such claim on this account will be entertained.
- 16. The contractor shall be solely responsible & liable for any or all requisite insurance covers relating to workman's compensation, storage, third party liability, etc. till the date of issue of Completion certificate from the date of starting work. Contractor shall be liable to indemnify/ compensate the society against/ for any such claim. Further, on receipt of the Acceptance Letter & before the start of the work, the Contractor shall indemnify the MC against any claim related to the above.
- 17. The Contractor will take due precautions for the safety of his own staff as well as of society residents and their property. Any damage/loss due to gross negligence of the contractor or his Labour/ staff will be made good by the Contractor only.

- 18. The Contractor shall ensure that his staff & Labour follow the Covid guideline during the entire period of execution of contracted work.
- 19. The contractor shall make good, without any extra cost, any damage or loss to the society's property caused/ made by his Labour/ staff during the execution of the work.
- 20. On satisfactory completion of the work, the contractor shall be given a **Completion Certificate** signed by the MC. This certificate shall form the basis for the Final bill of the contractor against this contract.
- 21. The contract may be terminated by the MC (**VEENAManagement**) under the following conditions: -
 - A) Work is not being executed satisfactorily & despite being informed/ pointed out, Contractor fails to address the issue satisfactorily/ rectify the same within five (05) days, <u>&/ OR</u>
 - **B)** Contractor during the execution stops the work for a period of five (05) days continuously without assigning any valid reason, acceptable to the Consultant/Structural Engineer / MC. (VEENAManagement)
- 22. All measurements & inspection will be taken jointly by the nominated Representative of the Contractor & the Consultant/Structural Engineer as per standard method adopted by CPWD. These measurements & inspection shall be duly recorded in the register, to be maintained at site by the Contractor, duly signed by both the parties. These recorded measurements & inspection shall form the basis of payment(s) through RA Bill(s)/ Final Bill as approved by the Architect.
- 23. Action and compensation will be payable by Contractor in case of bad work. If it appears to the Management Committee of The VEENACGHS Ltd of the work, that any work has been executed with unsound, imperfect, or unskillful workmanship, or with materials of any inferior description, or that any materials or articles provided by him, for the execution of the work are unsound, or of a quality inferior to that contracted for, or otherwise not in accordance with the contract, Contractor shall on demand in writing from The Management specifying the work, materials or articles complained of notwithstanding that the same may have been inadvertently passed, certified and paid for, forthwith rectify or remove and re-construct the work so specified in whole or in part, as the case may require, or remove the unacceptable materials or articles so specified and provide other proper and suitable materials or articles at his own proper charge and cost; and in the event of his failing to do so within a period to be specified by the Management Committee in the demand aforesaid, then Contractor shall be liable to pay compensation at the rate of one percent on the amount of the estimate for every day not exceeding ten days, while his failure to do so shall continue and in the case of any such failure the Management Committee may rectify or remove, and re-

execute the work or remove and replace with others, the materials or articles complained of as the case may be at the risk and expense in all respects of Contractor.

Contractor shall give not less than five days' notice in writing to the Management Committee, Consultant/Structural Engineer of The VEENACGHS Ltd before covering up any item of work or otherwise placing beyond the reach of measurement of any work. If any work shall be covered up or placed beyond the reach of measurement without such notice having been given or consent obtained the same shall be uncovered at the Contractor's expense.

No escalation of costs is permitted on any ground.

- 24. No Labour below the age as specified in the Child Labour (Prohibition and Regulation) Act 1986 and the amendments thereof shall be engaged for the work.
- 25. The Management Committee may get the site premises cleared of the surplus materials, rubbish etc. and recover the cost from the bill of Contractor, if the latter shows slackness in observing this clause.
- 26. Contractor shall be responsible for ensuring throughout the contract period that proper and adequate protection measures are taken to ensure safety of the residents of the society, workmen and all others who are or will be present in the society during the working period. Contractor shall provide and erect to the approval of the Management Committee of The VEENACGHS Ltd such supports as may be required to protect efficiently all structures or works which may be endangered by the execution of the Works or otherwise take such permanent measures as may be required by the Management Committee to protect the structures or Works.
- 27. Contractor will submit the name of their employees along with photographs, ID card such as Aadhaar / PAN Card / Driving license to issue gate passes by the Society. No person will be allowed without the gate pass.
- 28. In case of any dispute, the same shall be referred to the sole Arbitrator, to be appointed by the President / Secretary of VEENA CGHS for resolution/adjudication as per the Arbitration & Conciliation Act, 1996, (as amended up to date). Further, all disputes between the parties are subject to Delhi jurisdiction only.

Annexure' 'B'

SPECIAL CONDITIONS of CONTRACT

- 1. Quantities given in the attached BOQ are based on the visual observation / markings and therefore subject to variation after the concrete core of the Columns / Beam are exposed during progress of execution and thereafter inspection carried out by competent consultant / Structural Engineer. Accordingly Payment shall be made as per the remeasured quantities / quality of completed approved works within value of the contract.
- Water & Electricity required only for the execution of work shall be made available to the contractor, at a single point within existing system, free of charge. Extension of these services to work site shall be the responsibility of the Contractor.
- 3. Products having restricted expiry period will be allowed to be brought to site only if they have sufficiently long Shelf Life as per the time schedule of their application.
- 4. Application of all Products shall strictly be as per the published specifications of the Manufacturer and well within the expiry period.
- 5. Written records of Client Approval must be maintained for each stage of Retrofitting steps of each individual Column.
- 6. Effect of adverse weather conditions shall be taken in account in execution of specific work.
- 7. The Contractor shall indemnify the VEENACGHS Limited, for any claim that may arise due to Intervention of Labour Department or Labour Bye Laws and will follow any such department, any claim from his sub vendor, any claim due to damage of any Property, life or any other such things. The Contractor shall be responsible for its insurance and other compliances with associated department.
- 8. The Decision of The Management Committee of VEENACGHS Limited will be final about Quality and related Works. The Contractor will follow MC((VEENAManagement)) or their authorized Representative Instructions on this matter. The Contractor has to re-do any defective work which is not up to the quality mark level of the society on his own cost. Society will not pay for it.
- 9. The Contractor shall be fully responsible for all Safety Measures and Precautions.

10. COMPLETION PERIOD -

Time is the essence of contract. The period of completion of work, starting from the zero date i.e The time Period For Completion of All Works **shall be 90** Days from

the Date of Signing of the Contract/ date of work order whichever is earlier. Any request for the extension of time by the contractor, if given in writing before the original date/ time of completion of the work & supported by reasons which are beyond the control of the contractor, may be considered by the MC if the same are found valid & satisfactory by the MC..

11. Progress Chart

Contractor shall prepare a progress chart and submit the same for approval of the **Management committee /Consultant/Structural Engineer**.

12. TERMS OF PAYMENT -

- No mobilization advance will be given.
- ➤ Bill of work done to be raised every month based on quantity carried out during the month and payment shall be made within a week after verification of the bill by the Consultant/Architect.
- ▶ Performance Security of 5% is to be deducted from every running Bill, this Security money will be refundable after 6 months from the date of defects liability Period is over.
- All the payments will be made through "Account Payee Cheques or Electronic Transfers", after deducting TDS etc. at applicable rate.

13. MAINTAINENCE GUARANTEE -

There shall a Maintenance Guarantee Period of 18 months, commencing from the date of final Completion of full scope of works accepted by the Owner. During this period any defect noticed and reported by the Owner in the executed works, shall be rectified/ redone to acceptable state by the Contractor at no cost to the owner, with in the time specified by the Owner.

RETENSION MONEY

In order to cover the Contractor's obligations under this Maintenance Guarantee, Owner shall deduct an amount equal to 5% from each progressive payment of the Contractor. This amount shall be released by Owner to the Contractor at the end of successful completion of Maintenance Guarantee Obligations without any interest.

Bidder Signature & Stamp