

AKASH ENCLAVE APARTMENT OWNERS' WELFARE AND MAINTENANCE ASSOCIATION

Ground Floor, Society Club Office, Akash Enclave, Sector 6A, Vrindavan Yojana, Rae Bareilly Road, Lucknow - 226029. (UP)

Reg : 418 - 2014 / File No. 1-173686

Rajeev Sharma, IAS (Retd.) President ☎ 9452577194	Om Narain Dixit Vice President ☎ 9839036995	Dr. Mrityunjai Kumar Singh Secretary ☎ 9560959421	Sunil Kumar Kushwaha Treasurer ☎ 8172884888
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Ref : 99/AE/2024/25


Date : 17/03/2025

QUOTATION NOTICE

Sealed Quotation are invited by the undersigned for the Balcony Piping work at Akash Enclave Campus, Sector-6, Vrindavan Yojna, Lucknow as detailed given below. Quotation shall be received at Akash Enclave Society office, Lucknow upto 3.00 PM on 23.03.2025 and shall be opened on the same day at 3.30 pm.

Sl. No.	ITEMS OF WORK	Qty	Unit	Rate in Rs.
	Supply & fixing 90 mm Supreme make UPVC pipe from 11 th floor to ground floor / basement to inter connect all balconies outlet of one series i/c connecting the 40 mm dia balcony outlet to 50 mm UPVC pipe and also to attach from 90 mm UPVC pipe with necessary elbow, socket, Y, bend, reducer bush, M.S. clamp, M.S. chanal of appropriate size, P/S trap at G.F. or basement level and 90 mm main pipe attach with bathroom waste disposal pipe with Tee or required accessories also core cutting of basement slab, M.S. / Bamboo scaffolding upto terrace level from G.F., repairing of balcony outlet and other holes with 1:3 cement and coarse sand mortar, repaired surface finished with putty, fixing of new tile in balcony if damaged during work complete in all respect. (All pipes and its accessories should be 6kg/cm ²)	01	Job	

1. All works shall be carried out as per direction of UP Jal Nigam / PWD specification and Board of Members.
2. Work shall be completed within 15 days.
3. Payment should be done after satisfactory completion of the work with site clearance.


(Rajeev Sharma)
President

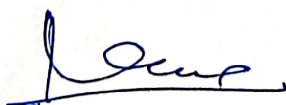
Renovation work of Akash Enclave
Appartment Condominium

Part-II Price Bid

Bill of Quantity (BOQ)

BILL OF QUANTITIES

S.No.	Details of job to be carried out	Approximate Area	Unit	Rates given by contractor	Amount. INR
1	Removing dry or oil bound distemper, water proofing cement paint and the like by scraping sand papering and preparing the surface smooth including necessary repairs to scratches etc complete job. (work executed as per attached scope of work)	1452100.00	Sqft		
2	Apply Two or more coat of Water proofing chemical recommended as per company on exterior or interior surface specially where leakage has been repaired also as required as per site condition i/c scraping the surface properly clear all loose material, dust, apply chemical properly complete in all respect as per norms time gap maintain between two coats as per product recommendation. (work executed as per attached scope of work)	26000.00	Sqft		
3	Providing and applying white cement based putty of average thickness 1 mm, of Approved brand (JK / Birla) and manufacture, over the plastered wall surface to prepare the surface even and smooth complete job. (work executed as per attached scope of work)	1195200.00	Sqft		
4	Finishing walls with two or more coat 100% Premium acrylic emulsion paint having VOC less than 50 gm/liter and UV resistance as IS 15489: 2004, Alkali and fungal resistance , dirt resistance exterior paints of required shades (Company Depot Tinted, life 10 year) with silicon additives - two or more coats applied @ 1.43 ltr/10 sqm over and including primary coat of exterior primer applied @ 0.90 ltr/10 sqm. (work executed as per attached scope of work)	872200.00	Sqft		



5	Finishing walls with two or more coat 100% Premium acrylic emulsion paint having VOC less than 50 gm/liter and UV resistance as IS 15489: 2004, Alkali and fungal resistance , dirt resistance exterior paints of required shades (Company Depot Tinted, life 10 year) with silicon additives - two or more coats applied @ 1.43 ltr/10 sqm over and including primary coat of exterior primer applied @ 0.90 ltr/10 sqm (work executed as per attached scope of work)	39400.00	Sqft		
6	Wall painting with two or more coat premium acrylic emulsion paint of interior grade having VOC (Volatile Organic Compound) content less than 50 grams/litre of approved brand and manufacture, including applying additional coats wherever required to achieve even shade and colour. (work executed as per attached scope of work)	3,23,000.00	Sqft		
7	Finishing walls with water proofing cement paint of required shade (two or more coats applied @ 3.84 kg/10 sqm) including cleaning the surface properly complete in all respect. (work executed as per attached scope of work)	2,17,500.00	Sqft		
8	Painting with two or more coat synthetic enamel paint of approved brand and manufacturer of required color to give an even shade of approved brand and manufacture including repairing of damaged railing by MS pipe and flat of existing sizes with welding machine, fastener and other necessary material and T&P, scraping the wooden/M.S. surface, filling the damaged surface with M.S. putty, apply one coat red oxide primer on both type of surface complete in all respect. (work executed as per attached scope of work)	34,300.00	Sqft		

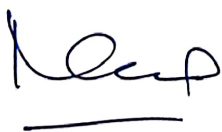


9	Leakage repair in vertical PVC pipe in duct / shaft i/c dismantled the defected old pipe & its specials like PVC Tee, elbow, socket, spout pipe, clamp & other necessary part repair with 4 kg/cm ² grade supreme make pipe & accessories of required size as per site requirement, also labour, T&P, material as per direction of site engineer. (work executed as per attached scope of work)	319.00	Nos		
10	Repairing the damaged surface in Akash Enclave at places like exterior or interior surface of tower, basement, balcony railing, boundary wall and other structure i/c dismantled the damaged surface, clear all loose material, where steel or other M.S. structure exposed in air which is earlier embedded in RCC structure scraping the rusting properly apply two coat PU primer, two coat of anti rust chemical them apply self curing plaster / 1:4 cement and coarse sand mortar as per required on damaged surface to maintain a leveled surface complete in all respect. (work executed as per attached scope of work)	8,000.00	Sqft		
11	Total				
12	GST @18%				
13	Grand Total				

NOTE:

1. Contractor should consider cost of scaffolding wherever required for the work while quoting the quote no extra cost will be considered during execution.
2. During execution existing Ground and floors will be used by the residents so contractor should consider the factor of safety of occupants and should provide safety net without extra cost apart from the contract cost along the peripheral of the building so that construction material should not fall on ground during the execution.
3. GST Will is paid as actual.

Signature of contractor



Tender Document

for

Carrying out External /Internal Painting, Civil and plumbing Repair work of
Towers A, B1, B2, B3, B4, C1, C2, D1, D2, CLUB, Basement & Boundry wall etc
in Multi Storey Akash Enclave Building

PART- I TECHNICAL BID

Notice inviting tender no.91/AE/2024-25 dated 06 March 2025

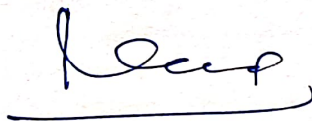
Cost of tender Document: Rs 10000.00 (Non-Refundable)

Last date & Time of Submission of Tender Document: 18.03.2025, upto 12:00 Noon

Name of Bidder: M/S

Address:

Issued on



Signature

**AKASH ENCLAVE APARTMENT OWNER'S WELFARE AND MAINTENANCE
ASSOCIATION**
Vrindavan Yojna, Sector 6-A, Lucknow-226029

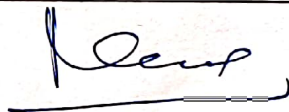
Tender Document

for

**Carrying out External /Internal Painting, Civil and plumbing Repair work of
Towers A, B1, B2, B3, B4, C1, C2, D1, D2, CLUB, Basement & Boundry wall etc
in Multi Storey Akash Enclave Building**

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NOTICE InvitingTender For Renovation Work ofAkash Enclave Apartment Condominium

Sealed tenders in Two bid system are invited by Secretary, AEAOW&MA from Tenderers who fulfill the minimum eligibility criteria as outlined in this Tender, for Carrying out External /Internal Painting, Civil and plumbing Repair work of Towers A, B1, B2, B3, B4, C1, C2, D1, D2, CLUB, Basement and Boundry wall in Multi Storey Akash Enclave Building locatedat Vrindavan Yojna .Sector-6A, Lucknow 226029.

The tender documents (both Technical and Price Bid) can be obtained from the office of **AKASH ENCLAVE APARTMENT OWNER'S WELFARE AND MAINTENANCE ASSOCIATION** from 6th March 2025 to 12th March 2025.

The tender shall consist of

Part1: Technical Bid document containing Technical specifications, qualifications, general conditions of contractetc.

Part 2: Price Bid

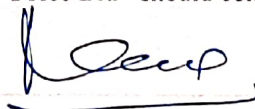
The cost of tender document is Rs. 10,000/- (Rupees Ten thousand Only)and non – refundable and payable online.

The EMD of Rs 2,00,000/-shall be paid in the form of a DD/FDR from any Scheduled Bank payable at Lucknow, in favor of “Akash Enclave Apartment Owners Association” and shall be enclosed **along with Technical Bid Documents**.Tenders submitted without EMD will be rejected.

The tenders shall be submitted in two separate sealed covers superscribed “Technical Bid” and “Price Bid” in Duplicate.The envelope containing the Technical Bids shall also include the Demand Draft / Pay Order against EMD amount.

The envelope containing the Technical Bid should also contain all technical pamphlets and literature about the kind of crack-filler, primer, and paints proposed to be used, certificates in support of earlier works carried out, along with such other details / data required for the evaluation of the Technical bid. It is essential that any technical information considered useful should be furnished at the first instance itself in this envelope and at a later date any additional or supplementary in formation shall not be entertained unless it is found necessary and sought by the Employer in form of written clarification to clear any pertinent doubts.

The second envelope superscribed as “**Price Bid**” should contain the Price Bid and should be

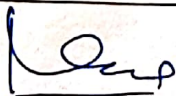


submitted simultaneously along with Technical Bid. Non submission of the same along with Part I (Technical Bid) shall automatically result in the entire tender being rejected. This envelope should contain duly filled in Schedule of quantities (enclosed in the tender document) with values written in words and figures, and as detailed else where in the tender documents.

Both the envelopes as described above containing the Technical and Price Bids shall be submitted together in a single sealed envelope superscribed "**Tender Carrying out External/Internal Painting, Civil and plumbing Repair work of Towers A, B1, B2, B3, B4, C1, C2, D1, D2, CLUB, Basement and Boundary wall etc in Multi Storey Akash Enclave Building located at Vrindavan Yojna, Lucknow-226029**".

1. Silent Features of Contract:

Estimated Cost of Work	Rs.1,00,00,000/- (Rupees One Hundred Lakhs only) or One crores
Earnest Money Deposit	Rs.2,00,000/- (Two Lakhs Only) to be paid by crossed demand draft / FDR Payable at Lucknow and drawn in favor of "Akash Enclave Apartment Owners Association" from any scheduled bank in favour of Akash Enclave Apartment" Lucknow
Retention Money Deposit (RMD)	5% of the each Bill Amount
Security Deposit	7% of the total contract price (2%EMD+5%RMD)
Warrenty Period	12 Months from the date of virtual completion.
Defects Liability Period	36 Months from the date of virtual completion.
Date of Commencement of Work	Within 14 days from the date of issue of Work Order or the date on which the site is handed over, whichever is later.
Date of Completion	One year from the date of issue of Work Order, or the date on which the site is handed over, whichever is Later.
Liquidated Damages for Delay	0.5 % per week of the Contract Value for intermediate and final deadlines, subject to maximum total of 10 % of the Contract value
Period of honouring certificate for each interim payment.	21 days from the date of receipt of Bill payment Recommendations received from the Supervisor / Contractor.
Period of honouring Final Bill	Two weeks from the date of receipt of Bill payment
Ten Year Security Deposit	1% Security deposit should be released after 10 years from the date of virtual completion.

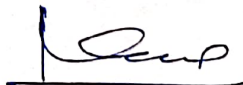


	along with recommendations from the Supervisor / Site engineer.
Dates for obtaining the Tender	From 06/03/2025 to 12/03/2025
Last date and Time of Submission of tenders	Before 18/03/2025 till 12:00 Noon
Opening of Technical Bid	2.00 PM on 18/03/2025
Opening of Price Bid	11.00AM on 19/03/2025

- ❖ Validity of offer shall be 90 days from the date of opening of tender (Technical Bid).
- ❖ The rates quoted by the tenderer shall be based only on the specifications and conditions of the tender documents. Any conditional tender will be rejected by Board of Management.
- ❖ **The tenderers are advised to inspect the site before quoting for the job.** The site will be available for inspection on all working days between 10.00 am & 5.00 pm. **The Tenderer shall ensure that the painting shall be carried out as per the existing site conditions without disturbing the functioning of residents within the building. Hence, the tenderers are advised to inspect the site in this regard before quoting for the job.**

Note:

- 1) The tender without complete information and certified photocopies of documents in support of fulfilling the Pre-qualification criteria will not be entertained.
- 2) If any information furnished by the Tenderer is found in correct at a later stage, he shall be liable to be debarred from further work.
- 3) Akash Enclave Apartment Owner's Welfare & Maintenance Association reserves the right to verify the particulars furnished by the Tenderer independently.
- 4) Short- listing of Tenderers will be finalized after inspection of works carried out by them previously, and only those firms who fulfill the Pre-qualification criteria as specified in the **Technical bid**.
- 5) The tenderer shall take care to price his tender rationally. Extreme under-pricing or over pricing in item-rates or total amount will be considered adversely in the assessment of tenders. The tenderer shall on demand submit analysis of rates of some items of work if so required by the Employer.
- 6) The Employer is not bound to accept the lowest tender and reserves the right to accept or reject any or all tenders, either in whole or in part, without assigning any reason for doing so.



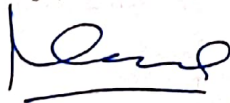
ELIGIBILITY CRITERIA

1. The Tenderer shall have at least 3 years' experience in carrying out the external and Internal painting of Multi Storey-residential buildings which are having minimum of 6 floors excluding ground floor. The tenderer shall produce the details of work done and enclose work orders / agreements and satisfactory work completion certificate in each one of the last 3 years.
2. The Tenderer should have carried out
 - a) at least **Three** similar works each costing not less than 40% of the estimated cost, OR
 - b) at least **Two** similar works each costing not less than 60% of estimated cost, OR
 - c) at least **One** work costing not less than 80% of estimated cost / executed under Central/ State government department / PSU / private single agreement / during the last 3 years ending with 31.03.2023.

Similar work shall mean: Construction/Repair & renovation of High Rise building and Painting works.

The value of executed works shall be brought to current costing level by enhancing the actual value of work at simple rate of **7%** per annum calculated from the date of completion to last date of application for tenders.

Completion certificate issued by competent Authority will only be considered as credential.
3. **PAN Card** of the individual or the Firm is mandatory, and a **photocopy of the same shall be submitted along with the Technical Bid.**
4. The Tenderer should have a solvency for an amount of **Rs. 10 lakhs** duly certified by any Scheduled bank obtained on or after **01.04.2023** and enclose copy of the same.
5. The Tenderers should furnish the contact particulars of their local office including landline numbers, mobile numbers of contact personnel, and email id(s) if any.
6. The tenderer shall produce copies of work orders and Completion Certificates for the work claimed under the aforesaid eligibility criteria as a proof of having been so empanelled.
7. Tenderers who have carried out exterior painting works for PSUs / Banks / State / or Central Government Offices or private work shall be given preference.
8. Tenderers who have prior experience in carrying out exterior painting of high-rise buildings (above 22 metres high) shall be given preference.



TENDER DECLARATION

To,

The President/Secretary

**AKASH ENCLAVE APARTMENT OWNER'S WELFARE AND MAINTENANCE
ASSOCIATION**

Vrindvan Yojna, Sector 6A, Lucknow 226029

I/We have read and examined the notice inviting tender, Schedules, applicable specifications, Conditions of contract and other documents and rules referred to in the conditions of contract and all other contents in the tender documents for the work.

I/We hereby submit tender for the execution of the work specified for Akash Enclave Multi Storey Building, Lucknow within the time frame specified in the tender and in accordance in all respects with the specifications and instructions in writing referred to in General conditions of contract.

We agree to keep the tender open for 90 days from the due date of opening of Tender (Technical Bid) there of and not to make any modifications in its terms and conditions.

A sum of Rs-----/-is enclosed in the form of demand draft / FDR to wards EMD.

I/Wehere by declare that I/we shall treat the tender documents, and other records connected with the work as secret /confidential documents and shall not communicate the information derived there from to any person other than a person to whom I /we am/are authorized to communicate the same or use the information in any manner prejudicial to the safety of the state.

Dated :

Signature of the tenderer

Witness Signature

Name:

Postal Address:

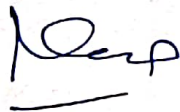
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It is to certify that

- 1) I / We have submitted the Tender document in the proforma & there is no change in formatting, number of pages etc.**
- 2) I / We have submitted Tender document which are same / identical as available in the Tender.**
- 3.) I / We have not made any modification / corrections / additions etc in the Tender documents obtained by me / us.**
- 4) I / We have checked that no page is missing and all pages as per the index are available & that all pages of Tender document submitted by us are clear & legible.**
- 5) I / We have signed (with stamp) all the pages of the Tender document are for submitting the same.**
- 6) I / We have sealed the Tender documents properly before submitting the same.**
- 7) I / We have submitted the EMD with Tender document.**
- 8) I / We have read carefully & understood the instructions to all the Tenderers & to the Tenderers who have down-loaded the Tender document from the web.**
- 9) In case at any stage later, it is found that there is difference in our downloaded Tender documents from the original, Board of Management shall have the absolute right to take any action as deemed fit without any prior intimation to me/us.**

Dated:



Signature of the tenderer

SPECIAL CONDITIONS OF CONTRACT

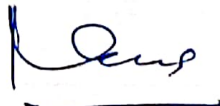
1. Scope of Work:

The scope of work for the purpose of this tender constitutes complete exterior and interior painting of the building designated as "Akash Enclave", and located at Vrindavan Yojna Sector 6A, Lucknow 226029. The works should be carried out in accordance with the "Schedule of quantities". The scope of work includes not only painting of the outer and inner walls of the 11-storied building 9 towers, but also carrying out minor civil works of ducts, toilet walls of Floors and club building, and painting of the exteriors of the other ancillary structures such as, parapet walls of the terrace above 11th floor as well as balcony on the each floor, and including grills wherever fitted, with choice of colours and shades as approved by the Employer.

2. Price Basis:

- a. The unit rates mentioned in schedule of rates shall remain firm and shall not be subjected to any escalation through out the currency of the contract.
- b. The quoted rates shall be inclusive of supply of all materials required for completing the item works.
- c. Payment shall be made on the actual quantum of work executed, duly certified by the Manager.
- d. The rates quoted shall be based on laws, levies, taxes and duties applicable on the date of submission of Tender, and any Statutory Variations thereto and / or new levies due to an act or enactment, after the date, shall be to the Employer's account against documentary evidence within the contractual completion date. Any such variation/imposition of new taxes and levies beyond the contractual completion date shall be to the Tenderer's account.
- e. **The Tenderer shall clearly indicate every element of taxes, duties, levies and cess considered in the quoted price.**
- f. Tenderer shall satisfy himself on the applicability of various taxes, duties, levies, octroi, including GST, Works Contract tax, turnover tax, etc. as applicable for such work and quoted prices shall be inclusive of all such liabilities. Employer/ shall not be liable for any liability of the Tenderer on this account. Tenderer shall periodically produce documentary proof of having fulfilled his obligations in time, including proof of payment, proof of filing of returns, etc., failing which Employer reserve the right to take appropriate action at the cost and consequence of the Tenderer. Service Tax, Education Cess and Secondary & Higher Education Cess, as applicable at the prevailing rates, shall be shown separately in Tenderer's Bills. Service Tax would be reimbursable only if the Tenderer is registered with the authorities, and on submission of Service Tax Registration Certificate.
- g. Income Tax, at applicable rates, shall be deducted from the Tenderer's Bills, as per Income Tax Act and TDS Certificate issued thereof.

3. Terms of Payment:



PAYMENT SCHEDULE

Stage	Unit of Work	Percent share of work	Payment condition
I	Material supply FOR destination to Akash Enclave store	95% of bill amount	Payment against mater received in store
II	Basement and CWR painting	8% of Contract value	After completion satisfactory performance work
III	Enamel painting on metal surfaces	3% of Contract value	-do-
IV	A Block surfaces	7% of Contract value	do
V	B1 Block surfaces	10% of contract value	do
VI	B2 Block surfaces	10% of contract value	do
VII	B3 Block surfaces	10% of contract value	do
VIII	B4 Block surfaces	10% of contract value	do
IX	C1 Block surfaces	8% of Contract value	do
X	C2 Block surfaces	8% of Contract value	do
XI	D1 Block surfaces	8% of Contract value	do
XII	D2 Block surfaces	8% of Contract value	do
XIII	Club Bhawan	3% of contract valur	do
XIV	Boundary wall	2% of contract value	do
XX	After completion of all works	5% of Contract value	do

Note :-

1. Final payment of contract shall be made after joint measurement as per actual work by employer and contractor Engineer.
2. No advance payment against mobilisation of work.
3. Advance payments of I/R Bill of material supply (paint etc) shall be adjusted in four parts @25% in subsequent payment as approved by Executive Committee..
- a) 5% retention money should be released after completion of warranty period i.e. one year from the date of payment of final Bill after submitting "NO CLAIM" certificate by the firm / contractor on recommendation of Executive Committee.
5. 1% Security deposit should be released after completion of Defect Liability period i.e. three years from the date of payment of final Bill on recommendation of Executive Committee and @1% security deposit should be release after 10 years from the paymet of final bill on recommendation of Executive Committee.

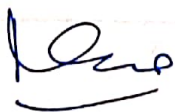
Employer may with hold payment on account of any defect / deficiency in the work already executed and payment released, based on subsequently discovered evidence, failure to make payments to Sub-Tenderers, damage caused by the Tenderer to Employer's property, properties of other agencies with in the premises, unfulfilled statutory obligations, etc.

The "Completion Certificate" shall be issued by the employer / site engineer only after total job completion and fulfillment of all contractual obligations by the Tenderer.

PAYMENT SCHEDULE STAGES

Exterior Painting of Tower and Club House (IV Stage)

1. Scraping and two coat putty.
2. Scraping and priming coat.



3. First coat exterior paint
4. Second coat exterior paint
- Interior Painting of Tower and club house (IV Stage)**
 1. Scraping and First coat putty.
 2. Second coat putty and scraping.
 3. First coat acrylic paint
 4. Second coat acrylic paint
- Enamel Painting on MS / wooden Surface (III Stage)**
 1. Scraping and red oxide priming coat
 2. First coat enamel paint.
 3. Second coat enamel paint.
- Basement and CWR Painting (II Stage)**
 1. Scraping and First coat white cement.
 2. Second coat white cement.
- Boundary wall painting (II stage)**
 1. Scraping and First coat painting
 2. Second coat painting

4. Effective date, Time schedule and Liquidated damages for delay:

- a) The date of issue of Work Order / letter of intent or the date on which the site is handed over, whichever is later, shall be deemed as the "Effective Date" of contract.
- b) The entire work covered under the contract shall be completed in all respects within one years from the Effective Date.
- c) Time is the essence of this project and hence completion schedule of one year should be strictly adhered to.

5. Measurement:

The Quantities setout in the schedule of items and rates are estimated quantities of work. The final quantities of work executed by the Tenderer in fulfillment of his obligations under the contract shall be jointly measured by the Tenderer and the site engineer. The Employer/ site engineer will be final authority for the measurement relating to bills.

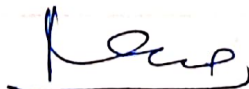
The intending tenderers are also required to make their own assessment of adequacy and correctness of the quantities before submitting their tenders.

6. Responsibility:

Site engineer reserve the right to inspect the materials brought to the site to verify adherence to technical specifications.

However, such inspection / Release order shall not absolve the Tenderer of his responsibility to supply the materials in the required quantities and carry out the work as per technical specifications.

Unless otherwise specified in the contract / Work order / Purchase Order, the completion of work shall not be deemed to have been achieved until all the works required to be carried out under the contract have been completed to the entire satisfaction of the Consultant in all respects, and Completion Certificate is issued.



It is the responsibility of the Tenderer to obtain all statutory approvals from statutory and local authorities which are related to the scope of work in this tender and handover to the Employer through the Consultant.

7. Progress Report:

The Tenderer shall submit to the Employer once in two weeks progress report for the previous period showing up-to-date cumulative progress and progress during the preceding period alone on all progress items of each section or portion of the works in the proforma prescribed by the Employer

8. Tenderer's Supervisor:

The Tenderer shall keep a fully qualified and experienced Supervisor to supervise the work for full time during execution of work for this entire Contract.

9. Equipment:

The Tenderer shall make his own arrangement to procure all required machinery and equipment for his work. He shall also submit with the tender, the type and number of different machineries with their capacities in good working conditions, which he will use on the site to ensure completion of the work in specified time. All materials and machinery once brought by the Tenderer to the site are not to be removed from there without the written approval from the Employee.

10. Extra Items:

Extra items, if any, shall be paid on the basis of analysis of rate of cost of materials and labour produced by Tenderer, and the item-rates agreed upon with the Employer/ site engineer.

The execution of extra items is compulsory in order to complete the project work. In case the Tenderer fails to execute any extra item, the Employer will have the right to execute these items through other agency/agencies at the risk and cost of the Tenderer.

While arriving at the agreed rate of extra items, profit shall be considered to the tune of 10% of cost of materials and labour.

Employer / Consultant reserve the right to verify the price of material through market survey.

11. Guarantees / Liabilities:

The outer finished work shall be guaranteed for a period of ten years from the date of Completion of the same against defective materials, shortfall in performance and faulty workmanship. The guaranty shall cover everything other than:

- a) Paint failures due to water leakage, seepage and continuous dampness of surface
- b) Inherent construction problems such as efflorescence, cracks, salt petre action and salt



bleaching affecting the painted surface.

- c) Natural calamities and fire.
- d) Physical damage of the wall.

The guaranty shall be limited only to the extent of making good the affected areas only. It shall not cover any consequential losses.

The work shall be carried out in a workman like manner.

12. Work Front:

Work front for the Tenderer may / may not be guaranteed throughout the pendency of the contract, especially during monsoon. No compensation will be paid for idle labour hours and other incidental charges. Tenderer may suitably arrange requisite labour/ manpower/equipment to meet the requirement of lean period, if any.

The Tenderer may have to execute the work in such place and condition where other agencies may also be engaged for other works, such as mechanical, electrical, instrumentation work, etc. No claim shall be entertained due to work being executed in the above circumstances. The Tenderer should ensure that there is no interference with the work of other agencies at Site.

13. INCOMETAX CLEARANCE (I.T.C) CERTIFICATE

Attested copy of the latest Income Tax Clearance Certificate in the proforma prescribed by the Government of India should be attached with the bid document. The I.T.C. Certificate should be in the name of the firm/individual who has quoted for the tender. In the absence of the above clearance certificate, Tenderer may not be awarded the work tendered for, in the light of government directives/ instructions in this regard.

14. INSURANCE

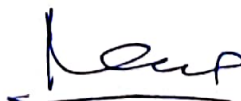
Tenderer shall obtain and maintain any and all necessary insurance cover for the entire work up to the completion of work, which may be required under any law or regulations applicable, including but not limited to the following:

- All materials and Tenderer's own machinery, equipment, tools & tackles, vehicles, etc.
- Third Party liability.
- Workmen Compensation
- ESIC
- Employer's Liability

The quoted price shall be inclusive of all costs for such insurance coverage. In all such policies, Employer shall be made 'Co-insured'. The insurance shall be obtained from any insurance company.

15. COMPLETION TIME:

Tenderer shall complete the entire work within one year from the date of issue of



Work Order/ letter of intent or the date, on which the site is handedover, whichever is later.

16. GENERAL

These Special Conditions of Contract (SCC) shall be read in conjunction with the terms and conditions stipulated in the General Conditions of Contract (GCC). However, if there is any contradiction between the terms and conditions mentioned in this SCC and those in the GCC, stipulations of SCC shall prevail to that extent.

17. Work shall be executed as per colour scheme decided by employeeer.
18. There is no transaction of bill payment in cash.
19. Tenderer should not be allowed to sublet the work if there is any subletting by the tenderer the employer has right to terminate the contract bond and forfeit the EMD and retention money.
20. Paint company should be ensure that after starting the painting work under contract bond a experienced site engineer deputed by company for this the declaration certificate which is issued by paint company attached with contract bond by tenderer.
21. Work progress chart/ PERT chart should be attached with tender form by contractor.



ARTICLES OF AGREEMENT

THIS AGREEMENT is made on this.....day of.....2025 between Secretary, Akash Enclave Apartment Owner's Welfare & Maintenance Association (here in after referred to as the "Employer") which expression shall mean and include its successors, legal representatives and assigns of the onepart.

AND

* _____ S/D/o _____ Shri
resident of _____ the sole proprietor of
M/s _____ having office at the following address

* M/s. _____ the partnership firm having an administrative /
principal office at _____ represented by its Managing /duly authorised partner.

* M/s. _____ company/body corporate in incorporated under the
provisions of the Companies Act 1956 having its registered office at the following address
_____,duly represented at _____duly represented
by its constituted and authorised Managing Director, Shri _____

(here in after referred to as the "Tenderer") which expression shall include its successors, legal representatives and assigns of the second part.

WHERE AS THE Employer intends to Carrying out External /Internal Painting, Civil and plumbing Repair work of Towers A, B1, B2, B3, B4, C1, C2, D1, D2, CLUB, Basement and Boundry wall in Multi Storey Akash Enclave Building the exterior and interior painting of their building located at Vrindavan Yojna Sector 6A, Lucknow- 226029, and other allied works as detailed in the Scope of Work.

AND WHERE AS the Employer has called for tenders for carrying out the exterior and interior painting as per Employer's Notice Inviting Tender dated-----and where as the tender dated-----

Submitted by the Tenderer has been accepted for such sum as may be ascertained to be payable in terms of the Schedule of Quantities and which sum is estimated to be Rs.....

(Rupees.....) here in after referred to as the said "Contract Sum".

AND WHERE AS the Tenderer has agreed to execute the work as per the specifications, terms and conditions of contract of the tender, and Work Order for the Employer' sproject of "Carrying out External /Internal Painting, Civil and plumbing Repair work of Towers A, B1, B2, B3, B4, C1, C2, D1, D2, CLUB, Basement and Boundry wall etc in Multi Storey Akash Enclave Building located at Vrindavan Yojna Sector 6A, Lucknow- 226 029

AND WHERE AS the parties here in desirous of reducing the agreed terms into writing as under:



NOW THIS AGREEMENT WITNESSETH AS FOLLOWS:-

- 1) In consideration of the said Contract Sum to be paid at the times and in the manner set forth in the said Conditions of the Contract, the Tenderer shall carry out and complete all the Works as per terms and conditions contained herein and according to the general conditions of the contract, notice inviting tender, special conditions of contract, general scope of work, technical specifications, schedule of rates and instructions to be given by the site engineer and to the entire satisfaction of the Employer.

2) Contract Price, Taxes and Payment Terms:

Total contract price is Rs which is inclusive of cost of materials, Labour, T&P required for execution of the work. Above price is inclusive of all taxes & duties except G.S.T. including excise duty, sales tax, works contract tax, income tax, octroi etc. in respect of this contract. No claim in this respect will be entertained. Works Contract Tax & Income tax on payments will be deducted and deposited by Employer in accordance with the law of the state and the provisions of tax deductions at source under Income Tax Act 1961.

However, interim payment will be made as per the site measurements on Item Rate basis and certification of the Consultant:

3) Completion Period:

Time is the essence of the Contract. The work is to be completed in all respects within one year from the date of receipt of the Work Order /letter of intent by the Tenderer or handing over of site, whichever is later. If the Tenderer fails to complete the job within the agreed time period the Tenderer will have to bear liquidated damages as per the relevant clause mentioned in the Tender Documents.

4) Earnest Money:

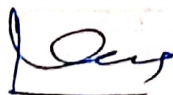
The Tenderer has deposited FDR / Demand Draft for an amount of Rs.-----/(Rupees -----only) as **EMD** (Earnest Money Deposit).

5) Inspection of Site:

The Tenderer has inspected the site before submitting his tender and has satisfied himself as to the nature of the work to be executed on the site. Any difficulties which the Tenderer may come across in the course of the work shall in no way entitle the Tenderer to claim or receive extra payment unless the Employer is of the opinion that such difficulties could not have been foreseen and the Employer consents in writing.

6) Supply of Material and Labour:

The Tenderer shall arrange all labour, materials, equipments, and everything necessary for the completion of the work. The Tenderer will assume all responsibility for the safety, protection and accounting of all material and equipment and the work during construction. All materials used by the Tenderer shall be of the best quality conforming to the required specification mentioned in the tender document and will be subject to the approval of the site engineer. All such materials not approved by site



engineer / Employer shall be removed at once by the Tenderer at his own expense. The Tenderer shall also at his own expense arrange for carrying out any test of materials which the site engineer / Employer may from time to time require.

7) Defective Work/Materials:

If any part of the work done by the Tenderer is found defective in workmanship or if bad or inferior materials have been used the Tenderer shall at his own risk and cost demolish all such defective work and rebuild the same and / or replace the bad or inferior materials used within a time frame mentioned to the satisfaction of the 'site engineer / Employer'. The decision of the Employer / President in this regard shall be final and binding on the Tenderer. In case of default of the Tenderer to remove the defective work and rebuild the same or replace bad or inferior materials as directed by the Employer, the Employer shall be entitled to employ any one else to carry out the same at risk and cost of the Tenderer and recover all expenses incurred in this regard from the Tenderer.

8) Inspection of Work:

During progress of the work the site engineer of the Employer and consultant/ Employer shall be entitled at all times to have access to and inspect the work. If the work is inspected by any Government/ AEAOW&MA's authorized persons, the Tenderer will fully co-operate and extend all help to meet the observations.

9) Supervision:


The Tenderer shall provide one or more competent and technically qualified Supervisor duly and fully authorized to act on his behalf in all matters relating to the works to be carried out under or any other matter concerning this agreement and who shall at all times be present at the works while any work is in progress as per directions, explanations & instructions of Employer

10) Compliance with Statutory Regulations & Work Rules:

The Tenderer shall be responsible for complying with the applicable laws / bye laws / Regulations in force from time to time and shall have to bear all statutory liabilities to the workers / personnel engaged for the job. Nothing will be paid extra in this regard. If any amount is paid by the Employer in this regard the same amount shall be deducted from the Tenderer's dues. The Tenderer shall have to arrange insurance cover for the workers / personnel engaged by him for the job.

11) Determination of Contract:

In the event of Tenderer failing to keep / adhere to agreed schedule of work, or in the event of the Tenderer failing to comply with the provisions of this contract by default and / or negligence and / or suspension of work or in the event of Tenderer failing to complete the work within the stipulated period, the Employer may terminate this Agreement forth with and employ, at the Tenderer's risk and cost, another Tenderer or sufficient number of workmen to complete the work.



12) ForceMajeure:

In case any Force Majeure condition here in mentioned occurs and continues for a period exceeding 15 days the party's here to under take to sit together and devise ways for expeditious and proper performance of the obligations of the parties under this order.

This clause will be operative only if the work is delayed by

- a) Acts of God
- b) Earth quake or similar natural calamities.
- c) Serious loss or damage by fire or lightning.

13) Resolution of Disputes:

Any dispute under this agreement related to the scope of work as detailed in the Tender shall be referred for adjudication to the Courts at Lucknow City (Uttar Pradesh State) only and such Courts shall have exclusive jurisdiction over the same.

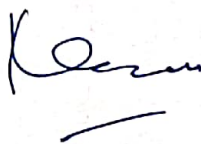
IN WITNESS where of the said contracting parties have set their hands and seals on the day and year first here in above witness.

Name & Address of Witness

Employer

Name & Address of Witness

Tenderer

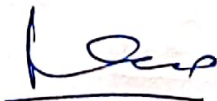


GENERAL CONDITIONS OF CONTRACT

1. DEFINITIONS / INTERPRETATIONS:

In construing these Conditions and the Specifications, Schedule of Quantities and Contract Agreement, the following words, shall have the meanings here in assigned to them except where the subject or context otherwise requires:

- (a) The 'Contract' means the documents forming the tender and acceptance thereof and the agreement duly executed between the Employer and the Tenderer, together with the documents referred to therein including those conditions, specifications, schedule of quantities, tender agreement, and instructions issued from time to time by the Employer. All these documents taken together, shall be deemed to form one contract and shall be complementary to one another.
- (b) Contract Price shall mean the final accepted rates in the Price Bid/Financial Bid here to.
- (c) Date of Contract means the Calendar date on which the Employer and Tenderer have signed the Agreement on the Stamp Paper.
- (d) Accepting Authority shall mean the Employer.
- (e) 'Approval' wherever used in the specifications or schedule of Quantities shall mean, respectively, approved by or approval of the 'Accepting Authority' in writing.
- (f) 'Notice in writing' or 'written notice' shall mean a notice in writing, typed or printed characters, delivered to or sent by registered post to the last known address, private or business address, or registered office address, and shall be deemed to have been received when in ordinary course of post it would have been delivered, and/or delivered personally, or otherwise proved to have been received.
- (g) 'Virtual completion' shall mean that the work is complete in all respects in the opinion of the Employer and for which the completion/clearance certificate has been issued and the Employer is satisfied with the work carried out.
- (h) Letter of Acceptance shall mean an intimation by a letter issued by the Accepting Authority to tenderer that his tender has been accepted in accordance with the provisions in the said letter.
- (i) "Defect Liability Period"(DLP) shall mean a period of Thirty Six (36) months. The DLP shall commence from the date of virtual completion of work as specified in this Tender.
- (j) "Schedule of quantities" shall mean the schedule of quantities as specified and forming part of this contract.
- (k) "Priced Schedule of Quantities" shall mean the schedule of quantities duly priced with the accepted quoted rates of the tenderer.
- (l) "The work" shall mean the work or works to be executed or done under this contract.



(m)"Act of Insolvency" shall mean any act defined by the Presidency Towns Insolvency Act or in Provincial insolvency Act or any amending statutes.

2. SCOPE OF WORKS TO BE CARRIED OUT: Carrying out External /Internal Painting, Civil and plumbing Repair work of Towers A, B1, B2, B3, B4, C1, C2, D1, D2, CLUB, Basement and Boundry wall in Multi Storey Akash Enclave Building located at Vrindavan Yojna, Sector 6A, Lucknow 226029 as well as painting of the exteriors of the other ancillary structures such as parapet walls of the terrace above 11th floor as well as balcony on the each floor including grills wherever fitted with choice of colours and shades as approved by the Employer / .**The work should be carried out in accordance with the "schedule of quantities".** It includes providing all the materials, labour, scaffolding transport, machinery, equipment and management necessary for and incidental to the completion of the work. All work during its progress and upon completion shall confirm to the specifications as given in this Tender. Should any detail essential for efficient completion of the work be omitted from this Tender and specifications it shall be the responsibility of the Tenderer to inform the employer and obtain necessary clarification so that upon completion of the work the same will be acceptable to the Employer.

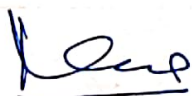
If there are varying or conflicting provisions made in any one or more document(s) forming part of the contract, the Accepting Authority shall be the deciding authority with regard to the intention of the document and his decision shall be final and binding on tenderer.

Any error in description or quantity or rate in Schedule of Quantities or any omission there from shall not vitiate the Contract or release the Tenderer from the execution of the whole or any part of the works comprised there in according to drawings and specifications or from any of his obligations under the Contract.

Employer or their authorized representative may in their absolute discretion issue further drawings and/or written instructions ,details, directions & explanations which are here after collectively referred to as "The employer's instructions" in regard to:

- a) The variation or modification of the design quality or quantity of works or the addition or omission or substitution of any work.
- b) There removal from the site of any defective material brought there on by the Tenderer and substitution of any other material thereof.
- c) The demolition, removal and re-execution of any work executed by the tenderer/s.
- d) The dismissal from the work of any persons employed there upon.
- e) The opening up for inspection of any work covered up.
- f) The rectification and making good of any defects under clauses here in after mentioned and those arising during the defect liability period (retention period).

The Tenderer shall forth with comply with and duly execute any work comprised in such Employer's or his agent/Engineer's instructions ,provided always that verbal instructions,directions and explanations given to the Tenderer or his representative upon the works by the employer or his agent shall, if involving a variation, be confirmed in writing to the Tenderer within seven days. No works for which rates are not specifically mentioned in the priced schedule of quantities, shall be taken up without written permission of the employer or his



agent. Rates of items not mentioned in the priced schedule of quantities shall be fixed by the employer as provided in clause "variation".

Regarding all factory-made products, for which ISI marks are available, only products bearing ISI marking shall be used in the work.

Materials of approved makes as prescribed in tender shall only be used and also colours to be used as advised by and as approved by the employer.

3. TENDERER SHALL VISIT THE SITE: The tenderers are advised to have a free inspection of the site before tendering and thoroughly acquaint themselves with the local site conditions, nature and requirements of the works, facilities of transport conditions, effective labor and materials, access and storage for material and removal of rubbish. Tenderer shall provide in their tender for cost of carriage, freight and other charges as for any special difficulties and including the police restriction for transport etc., so as to ensure proper execution of works as indicated in the drawings. The successful tenderer will not be entitled to any claim of compensation for difficulties faced or losses incurred on account of any site condition which existed before the commencement of the work or which in the opinion of the Employer or his agent/engineer might be deemed to have reasonably been inferred to be so existing before the commencement of work.

4. ADHERENCE TO SPECIFICATIONS: The Work shall be carried out to the entire satisfaction of the Employer and the site engineer and in accordance with the specifications and other Contract documents and such further details as may be provided by the Consultant and in accordance with such written instructions, directions and explanations as may from time to time be given by the Employer. No claim for payment for extra work shall be allowed under any circumstances.

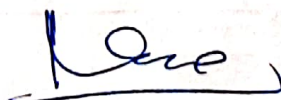
5. SCHEDULE OF QUANTITIES: The Schedule of the Quantities unless otherwise stated shall be deemed to have been prepared in accordance with the standard procedure of quantity measurement, and shall be considered to be approximate and no liability shall attach to the Employer for any error that may be discovered therein.

6. SUFFICIENCY OF SCHEDULE OF QUANTITIES: The Tenderer shall be deemed to have satisfied himself before tendering as to the correctness and sufficiency of his tender for the works and of the prices stated in the Schedule of Quantities. The Tenderer's Rates and Prices shall cover all his obligations under the Contract, and all matters and things necessary for the proper completion of the works.

7. ERRORS IN SCHEDULE OF QUANTITIES: Should any error appear in the Schedule of Quantities, other than in the Tenderer's prices and calculations, it shall be rectified, and such Rectification shall not vitiate the Contract but shall constitute a variation of the Contract and shall be dealt with as an authorized extra or deduction.

8. NOTICES: The Tenderer shall give all notices and pay all fees and royalties to the Government departments in connection with his activities and shall comply with all Acts and Regulations for the successful completion of the Contract Works.

9. TENDERS: The entire set of tender paper issued to the tenderer should be submitted fully priced and also signed on the last page together with initials on every page. Initials / signature will indicate the acceptance of the tender papers by the tenderer (Also see General Rules and



instructions for the guidance of Tenderer).

The schedule of quantities shall be filled as follows

- a) The "Rate" column to be legibly filled in ink in both English figures and English words.
- b) Amount column to be filled in for each item and the amount for each subhead as detailed in the schedule of quantities.
- c) All corrections to be initialed.
- d) The "Rate" column for alternative items shall be filled up.
- e) The "Amount" column for alternative items of which the quantities are not mentioned shall not be filled up.
- f) In case of any errors / omissions in the quoted rates, the rates given in the tender marked "Original" shall be taken as correct Rates.

No modifications, writings or corrections can be made in the tender papers by the tenderer, but he may at his option offer his comment modifications in a separate sheet of paper attached to original tender papers.

The employer reserves the right to reject the lowest or any tender and also to discharge any or all of the tenders for each section or to split up and distribute any item of work to any specialist firm or firms, without assigning any reason.

The tenderer should note that the tender is strictly on item rate basis and their attention is drawn to the fact that the rates for each and every item should be correct, workable and self-supporting. If called upon by the Employer, detailed analysis of any or all the rates shall be submitted. The Employer shall not be bound to recognize or accept the Tenderer's analysis.

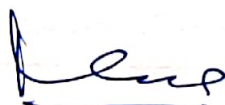
The works will be paid for as "measured work" on the basis of actual work done and not as "lump-sum" contract, unless otherwise specified.

All items of work described in the schedule of quantities are to be deemed and paid as complete works in all respects and details including preparatory and finishing works involved, directly related to and reasonably detectable from the specifications and schedule of quantities and no further extra charges will be allowed in this connection. In the case of lump-sum charges in the tender in respect of any item of works, the payment such items of work will be made for the actual work done on the basis of lump-sum charges as will be assessed to be payable by the Employer/.

The Employer reserves the right to add to, or omit from, any work as described in the specifications or included in schedule of quantities and intimate the same in writing but no addition, omission or variation shall be made by the tenderer without authorization from the Employer. Any unauthorized variation made by the Tenderer shall vitiate the contract.

The tenderer shall note that his tender shall remain open for consideration for a period of 90 days from the date of opening of the price bid of the tender.

10. **AGREEMENT:** The successful tenderer, shall be required to sign the contract agreement, the proforma of which is enclosed and shall pay for all stamps and legal expenses, incidental thereto.



- 11. PERMITS AND LICENSES:** Permits and licenses for release of materials or its purchases which are under Government control will be arranged by the tenderer. The employer will render necessary assistance, and sign any forms or applications that may be necessary.

It may be clearly understood that no compensation or additional charges can be claimed by the tenderer for non-availability of such materials in due time on this account or according to his own requirements. The tenderer may, however, be eligible to a proportionate extension of time on this account that in the opinion of the Employer is reasonable.

- 12. GOVERNMENT AND LOCAL RULES:** The tenderer shall conform to the provisions of all local bye-laws and acts relating to the work and to the regulations etc. of the Government and Local Authorities. The tenderer shall give all notices required by law, and any applicable Rules, Regulations and bye-laws etc., and shall indemnify the Employer against such liabilities and shall defend all actions arising from such claims or liabilities. The tenderer shall get necessary approvals, if any, required from the competent authority at their own cost for carrying out the work.

- 13. TAXES AND DUTIES:** The tenderer must include in their quoted tender prices all duties, royalties, cess and sales tax; value added tax or any other taxes and/or local charges if applicable. No extra claim on this account will be entertained.

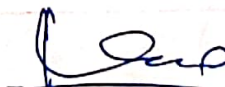
The tenderer shall keep necessary books of accounts and other documents for the purpose of this condition as may be necessary and shall allow inspection of the same by a duly authorised representative of the Employer and / or the Engineer-in-charge and further shall furnish such other information / document as the Employer may require from time to time.

- 14. QUANTITY OF WORK TO BE EXECUTED:** The quantities shown in the schedule of quantities are intended to cover the entire works as per the scope of work, and therefore the Tenderer is bound to complete the works at the same quoted rates in the event of quantity exceeding the estimated quantity, but the Employer reserves the right to execute only a part of the whole or any excess thereof without assigning any reason whatsoever.

- 15. OTHER PERSONS OR AGENCIES ENGAGED BY THE EMPLOYER:** The Employer reserves the right to execute any part of the work included in this contract by other agency or persons and Tenderer shall allow reasonable facilities and use of his facilities for the execution of such work. The Tenderer shall extend all co-operation in this regard.

- 16. EARNEST MONEY, INITIAL SECURITY DEPOSIT, RETENTION MONEY & TOTAL SECURITY DEPOSIT:** The Tenderer will have to deposit the specified amount in the form of Demand Draft / FDR drawn in favour of "Akash Enclave Apartment" payable at Lucknow. At the time of submission of tender as Earnest Money. No interest shall be paid on the earnest money. The earnest money of unsuccessful tenderer will be refunded without any interest soon after the acceptance of the selected Tenderer or after the expiry of the validity period of the tender.

The successful tenderer to whom the contract is awarded will have to deposit as Initial Security Deposit 2% (two percent) of the value of the accepted tender including the Earnest Money. The Initial Security Deposit will have to be made within 14 days from the date of acceptance of tender failing which the employer at his discretion may revoke the letter of acceptance and forfeit the Earnest Money Deposit furnished along with the tender. The



security deposit may be furnished in the form of Demand Draft / FDR payable in favour of "Akash Enclave Apartment" for the duration of the contract period plus defect liability period of 36 months.

The Initial security Deposit (2%) made above together with retention money deducted from the progressive running bills @5% (five percent) of the Gross value of each running bill will constitute **Total Security Deposit** i.e. The initial Security Deposit plus retention money equals to; 7.0 % of the contract value. After completion of warranty period 5% security money shall be refunded from one year of virtual completion of work. The Balance Security Deposit of 1% will be refunded after completion of the Defect Liability Period ie 36 months from the date of virtual completion of the work. Further the balance Security Deposit 1% held by the employer for 10 years from the date of virtual completion of the work.

17. TENDERER TO PROVIDE EVERY THING NECESSARY: The Tenderer shall provide everything necessary for the proper execution of the work according to the intent and meaning of the scope of work, technical specifications, and schedule of quantities taken together whether the same may or may not be particularly shown or described there in, provided that the same can be reasonably inferred there from, and if the Tenderer finds any discrepancies there in, he shall immediately and in writing, refer the same to the employer / site engineer whose decision shall be final and binding.

The rates quoted against individual items will be inclusive of everything necessary to complete the said items of work within the contemplation of contract, and beyond the unit price no extra payment will be allowed for incidental or contingent work, labor and /or materials inclusive of all taxes and duties whatsoever except for specific items, if any, stipulated in the tender documents.

The Tenderer shall supply, fix and maintain at his own cost, for the execution of the work, all tools, tackles, machineries and equipments and other required facilities for execution of work including the safety aspects.

The Employer on no account shall be responsible for storage of materials or loss or pilferage or theft either in respect of the material stored or material already built and paid for by the Employer.

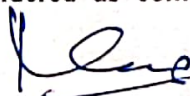
The Tenderer shall at all times give access to workers employed by the Employer.

Any facilities available at site shall be utilized only with prior permission of the Employer or the in-charge of the site / building Employer and cannot be taken as granted and for such services utilized the Employer is entitled to charge. No extra charges shall be paid over and above what has been quoted for any of the above or for similar such services.

18. TIME OF COMPLETION, EXTENSION OF TIME & PROGRESS CHART::

i). **Time of Completion:** The entire work is to be completed in all respects within stipulated period of one year (including time for obtaining approval from any local authorities). The work shall be deemed to be commenced within 14 days from the date of acceptance letter or date of handing over site whichever is later. Time is the essence of the contract and this shall be strictly observed by the Tenderer.

The work shall not be considered as complete until the Employer/ site engineer have



certified in writing that the work has been virtually completed and the defect liability period shall commence from the date of such certificate.

ii). **Extension of Time:** If in the opinion of the Employer a) by reason of any exceptionally inclement weather, or b) by reason of instructions from the employer in consequence of proceedings taken or threatened by or disputes with adjoining or neighbouring occupants or c) by the works, or delay, of other Tenderers or tradesmen engaged or nominated by the employer and not referred to in the specification or d) by reason of authorized extras and additions or e) by reason of any combination of workmen or strikes or lockout affecting any of the building trades or f) from other causes which the employer may consider being beyond control of the Tenderer, the employer at the completion of the time allowed for the contract shall make fair and reasonable extension of time for completion in respect thereof. In the event of employer failing to give possession of site upon the day specified hereinabove, the time of completion shall be extended suitably.

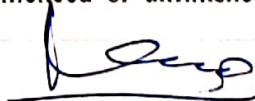
In case of such strikes or lock-outs, as are referred to above, the Tenderer shall immediately give the employer written notice thereof. Never the less the Tenderer shall use his best endeavors to prevent delay and shall do all that may be reasonably required to the satisfaction of the employer to proceed with the works and on his doing so, this would constitute a valid ground of consideration by the employer for an extension of time as has been provided above.

The decision of the Employer as to the period to be allowed for an extension of time for completion here under (which decision shall be final and binding on the Tenderer) shall be promulgated on completion of the work or at the conclusion of such events based on which the extension of time was sought by the Tenderer, and the Employer shall then, in the event of an extension being granted, determine and declare the final completion date. The provision in clause 14 with respect to payment of liquidated damages shall in such case, be read and construed as if the extended date fixed by the employer were substituted for and the damage shall be deducted accordingly.

iii). **Progress of Work:** Work will be executed simultaneously one or more tower wise. During the period of work, the Tenderer shall maintain proportionate progress on the basis of a **program chart submitted by the Tenderer before the commencement of work.** Tenderer should also include planning for procurement of scarce materials well in advance and reflect the same in a program chart so that there is no delay on the part of the Tenderer in completion of the project.

19. LIQUIDATED DAMAGES: Time is the essence of the contract. Hence the Tenderer shall be aware that non-completion of the work will affect the Employer's committed programs and thus the loss by way of delayed services/completion of related works etc, are valuable and can not be easily quantified. Therefore, it is part of the agreed terms that in the event of any delay in completion of the work, employer reserves the right to initiate any suitable action against the Tenderer as it may deem fit, without the necessity of providing for any details of such losses suffered by it.

Hence if the work is not completed as per the contract terms or to the satisfaction of the employer within the stipulated period, the Tenderer shall be bound to pay to the employer a sum of amount calculated at **0.5% of the contract sum per week of delay subject to a ceiling of 10% of the contract sum** by way of liquidated damages and not as penalty during which the work remains un-commenced or unfinished after the expiry of the scheduled



completion date. For this purpose the term 'Contract sum' shall be value at the tender rates of the work as ordered/ accepted. Therefore the Tenderer is required to maintain progress in strict adherence to the Program chart, so as to complete the work within the stipulated period.

20. TOOLS, STORAGE OF MATERIALS, PROTECTIVE WORKS AND SITE OFFICE REQUIREMENTS: The Tenderer shall provide fixup and maintain his establishment in an approved position at site and clear away all debris and waste materials on completion of the works and make good all works disturbed.

The Tenderer shall not fix or place any advertisement of any description or permit the same to be fixed or placed in or upon any hoarding, gantry, building structure other than those approved by the Employer.

Tools: Theodolite, prismatic compass, steel tape, threads, brushes, spray-painting equipment, and all other tools, equipment, and instruments found necessary on the works shall be provided by the Tenderer for the due performance of the contract as instructed by the employer.

All suitable scaffolding, ladders and stools that may be required for safe taking of the measurements shall be supplied by the Tenderer.

Storage of materials: It shall be the responsibility of the Tenderer to provide and maintain proper enclosures for the storage and adequate protection of materials and tools at the space allocated for the purpose including their watch & ward arrangements. Any materials taken out of the premises shall get the "gate pass" from the employer.

Protective Measures: The Tenderer shall make suitable arrangements for watching and protecting the works and materials. The Tenderer shall indemnify the employer against any possible damage to the building, roads and members of public in course of the execution of the work.

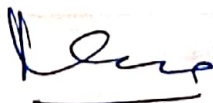
The Tenderer shall make suitable provisions for all the above and reasonable facilities for the use of his scaffolding, tools and plant etc., or their work, while quoting their rates.

21. NOTICE AND PATENTS OF APPROPRIATE AUTHORITY AND EMPLOYERS:

The Tenderer shall conform to the provisions of any Acts of the Legislature relating to the work, and to the regulations and bye-laws of any authorities, and or other Companies (Indian or International) and / or Statutory Authorities, with whose system and design or technical know how are/were proposed to have connection with this work.

So also the Tenderer shall before making any variations from the specifications that may be associated to so conform, give the Employer / Consultant written notices specifying the variations proposed to be made and the reasons for making them and apply for instruction thereon. The Employer / Consultant on receipt of such intimation shall give a decision within a reasonable time.

The Tenderer shall arrange to give all notices required for by the said Acts, regulations or Bye-laws to be given to any authority, and to pay to such authority or to any public officer



all fees that may be properly chargeable in respect of the work and lodge the receipts with the Employer.

The Tenderer shall indemnify the Employer against all claims in respect of patent rights, royalties, damages to buildings, roads, or to members of public in the course of execution of work and shall defend all actions arising from such claims and shall keep the Employer saved and harmless and indemnified in all respects from such actions, cost and expenses.

- 22. CLEARING SITE AND SETTING OUT WORKS:** The site shall be cleared of all obstructions, waste materials, and rubbish of all kinds. All material damages at the site like on the walls, ceiling or flooring or on any other connected place/ equipments, materials or installations shall be re-done to maintain originality and shall be carried out at Tenderer's own cost.

The Tenderer shall set out the works and shall be responsible for the true and perfect execution of the works and for the correctness and adherence to specifications of the work executed. If at any time, any error shall appear during the progress of any part of the work, the Tenderer shall at his own expenses rectify such error, if called upon to the satisfaction of the Employer. No extra expenditure on this account will be entertained.

- 23. TENDERER IMMEDIATELY TO REMOVE ALL OFFENSIVE MATTERS:** All waste materials and other matters of any offensive nature shall be taken out once the works are completed. The Tenderer shall keep the site free from dangerous materials & shall not carry with in the site or building any materials which are explosive in nature. Any such offensive materials which are essentially required in course of work shall be undertaken with due written permission of the Employer provided such materials are permissible under Law.

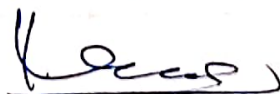
- 24. ACCESS :** Any authorized representatives of the Employer shall at all reasonable times have free access to any place where materials are lying, or from where they are being obtained, and the Tenderer shall extend necessary facility to the Employer or their representatives for inspection, examination, and testing of the materials and workmanship.

Except the representatives of the Employer, no person shall be allowed at any time without the written permission of the Employer.

The work shall be offered for inspection at every stage of the work and more specifically before application of primer, first coat of paint, and second coat of paint.

- 25. MATERIALS, WORKMANSHIP, SAMPLES, TESTING OF MATERIALS :** All the works specified and provided for in the specifications or which may be required to be done in order to perform and complete any part thereof shall be executed in the best and most workman like manner with materials of the best approved quality of the respective brands in accordance with the particulars contained in and implied by the specifications and according to such other additional particulars, and instructions as may from time to time be given by the Employer during the execution of the work, and to their entire satisfaction.

All material required for the full performance of the work under the contract must be provided through proper channels and must include duties, taxes, octroi, and other charges if any and must be best of their kind available and the Tenderer must be entirely responsible for proper and efficient carrying out of the works. Samples of all the materials proposed to be used must be submitted / displayed to the Employer / Consultant when so directed by the



Employer or Consultant.

Should the work be suspended for any reason, the Tenderer shall take all precautions necessary for the protection of work at his own expenses and shall make good any damages arising from any cause.

26. REMOVAL OF IMPROPER WORK: The Employer shall during the progress of the work have power to order in writing from time to time the removal, from the work site within such reasonable time as may be specified in the order, of any materials which in the opinion of the Employer are not in accordance with specification or instructions, or the substitution or proper re-execution of any work executed with materials or workmanship not in accordance with specifications or instructions.

In case the Tenderer refuses to comply with the order the Employer shall have the power to employ and pay other agencies to carry out the work and all expenses consequent thereon or incidental thereto as certified by the Employer shall be borne by the Tenderer or may be deducted from any money due to or that may become due to the Tenderer.

No certificate which may be given by the Consultants / Employer shall relieve the Tenderer from his liability in respect of unsound work or bad materials.

27. SAFETY PRECAUTIONS: The Tenderer shall follow all necessary safety precautions with respect to the work. All necessary safety equipments / gadgets shall be used by the workmen. The Tenderer shall comply and ensure the enforcement of rules and regulations relating to the safety precautions. The arrangements to be made by the Tenderer shall be open for inspection by any statutory authorities.

28. TENDERER'S EMPLOYEES: The Tenderer shall employ technically qualified and competent supervisors for the work who shall be available by turn throughout the work and shall participate during site meetings and be available to take and comply with instructions of the Employer. The Tenderer shall employ in connection with the work persons having the appropriate skill or ability to perform their job efficiently. Any laborers supplied by the Tenderer to be engaged on the work on day work basis either wholly or partly under the direct order or control of the Employer or his representative shall be deemed to be a person employed by the Tenderer.

CHILD LABOUR: No Labourer below the age of eighteen years or who is not an Indian national shall be employed on the work.

LABOUR LEGISLATION: The Tenderer shall comply with the provision of the payment of all legislation including the requirement of The payment of Wages Act, 1936, Minimum Wages Act, 1948, Employer's Liability Act, 1938, Workmen's Compensation Act, 1923, Industrial Disputes Act, 1947, Maternity Benefits Act, 1961, and the Contract Labour (Regulation and Abolition) Act 1970, Apprentices Act 1961, or the modifications thereof or any other laws relating thereto and the rules made thereunder from time to time. Report on PF & ESI paid to the employees on monthly basis has to be submitted to the employer.

The Tenderer shall keep the Employer indemnified against any or all claims of any of the workmen employed by him, and all costs and expenses as may be incurred by the employer in connection with any claim that may be made by any workmen.

The Tenderer shall make arrangements to provide first-aid treatment to the labourers engaged



on the site. He shall within 24 hours of the occurrence of any accident at or about the site or in connection with execution of the works, report such accident to the Employer and also to the concerned authorities where such report is required bylaw.

The Tenderer shall indemnify and keep indemnified the Employer against payments to be made under and for the observance of the laws aforesaid and the Tenderers 'Labor Regulations. The laws aforesaid shall be deemed to be a part of this contract and any breach there of shall be deemed to be a breach of this contract.

Compliance of Labour Regulations: The Tenderer shall at his own expense arrange for all the safety provisions for the safety of all workers and employees directly or indirectly employed on the work by the Tenderer.

The Tenderer shall be fully responsible for compliance of all the labor regulations and rules to be observed by him. The Tenderer shall fully indemnify the Employer against any action by the state and/or Central Government for any default or all egedde fault by the Tenderer or sub-Tenderer of any of such rules and regulations. If, due to any default of the Tenderer or his sub-Tenderers, the Employer has to incur any expenditure for compliance of the rules and regulations or for any other reason connected with such default, the Employer shall be entitled to recover from the Tenderer all such expenditure in full from any payment due to the Tenderer.

29. DISMISSAL OF WORKMEN: The Tenderer shall on request of the Employer immediately dismiss from works any person employed there on by him, who may in the opinion of the Employer be unsuitable or incompetent or who may behave in an indisciplined manner. Such discharge shall not be the basis of any claim for compensation or damages against the Employer or any of their officer's or employees.


30. ASSIGNMENT :: The whole of the works included in the contract shall be executed by the Tenderer and the Tenderer shall not directly or indirectly transfer, assign or sublet the contract or any part of it, or share or interest therein, to any other party without the written permission of the Employer. Any such subletting, even with the written permission of the Employer, shall not relieve the Tenderer from the full and entire responsibility of the contract or from active superintendence of the work during its progress.

31. INJURY TO PERSONS AND DAMAGE TO PROPERTY-INSURANCE:

The Tenderer while executing the work under this Contract, shall be responsible for any and all injuries to any persons, animals or things and for all damages to the structural and/or decorative part of property which may arise from the operations or neglect of himself or his employees, whether such injury or damage arise from carelessness, accident or any other cause what so ever.

The clause shall be held to include interalia, any damages to buildings whether immediately adjacent or otherwise, and any damage to roads, streets, footpaths or ways as well as damages caused to the buildings and the works forming the subject of this contract by rain, wind or other inclemency of the weather.

The Tenderer shall indemnify the employer and hold harmless in respect of all and any expenses arising from such injury or damages to persons or property as aforesaid and also in respect of any claim made in respect of injury or damage under any acts of compensation or damages consequent upon such claim.



The Tenderer shall reinstate and rectify all damage of every sort mentioned in this clause, so as to deliver the whole of the contract works complete and perfect in every respect and so as to make good or other wise satisfy all claims for damages to the property of third parties.

The Tenderer shall take out all the insurance necessary as detailed elsewhere in this document, and indemnify the employer entirely from all responsibility in this respect. The Insurance must be placed with a company approved by the employer and must be effected jointly in the name of the Tenderer and the employer and the policy lodged with the latter. The scope of insurance is to include loss or damage to the work and workmen due to carelessness, accident including fire, earthquake, floods, etc., damage or loss to the contract itself till this is made over in a complete state. Insurance is compulsory and must be effected from inception stage. The Tenderer shall also be responsible for anything which may be excluded from damage to any property arising out of incidents, negligence or defective execution of this contract.

The employer shall be at liberty and is here by empowered to deduct the amount of any damages, compensations, costs, charges and expenses arising or occurring from or in respect of any such claim or damages from any sums due or to become due to the Tenderer.

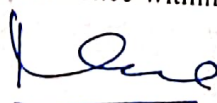
Unless otherwise instructed the Tenderer shall insure the works and keep them insured until the virtual completion of the contract against loss or damage by fire and /or earth quake, flood. The insurance must be placed with a company approved by the Employer, in the joint names of the Employer and the Tenderer for such amount and for any further sum if called to do so by the employer and lodge receipts of premiums paid with the employer within 21 days from the date of issue of letter of acceptance unless otherwise instructed.

In default of the Tenderer taking out insurance as provided above, the Employer on his behalf, may so insure and may deduct the premiums paid from any money due, or which may become due to the Tenderer. In the event of any loss which is claimable under the insurance, the Tenderer shall, as soon as the claim under the policy be settled or the work reinstated by the Insurance Company should they elect to do so, proceed with due diligence with the completion of the works in the same manner as though the loss had not occurred and in all respects under the conditions of the contract. Subsequent to the commencement of work after a loss, the Tenderer shall be entitled to extension of time for completion as the Employer may deem fit.

32. ACCOUNTS RECEIPTS & VOUCHERS: The Tenderer shall, upon the request of the Employer furnish them with all the invoices, accounts, receipts and other vouchers that they may require in connection with the works under this contract. If the Tenderer shall use materials less than what is required under the contract, the value of the difference in the quantity of the materials that was required to be used and that actually used shall be deducted from his dues. The decision of the Employer shall be final and binding on the Tenderer as to the amount of materials the Tenderer is required to use for any work under this contract.

33. MEASUREMENT: Tower wise works shall be completed. Measurements of completed works shall be as per Bureau of Indian Standards code IS-1200 & its relevant parts.

Before taking up the measurement of any work, the Employer shall give reasonable notice to the Tenderer. If the Tenderer fails to attend at the measurements after such notice or fails to countersign or to record the difference within a week from the date of measurement in the



manner required by the Employer then in such event, the measurements taken by the Employer or by the person deputed by them shall be final and binding on the Tenderer and the Tenderer shall have no right to dispute the same.

The measurements particularly those which are in areas difficult to access shall be jointly taken and recorded and such statement of measurement shall be enclosed along the bill or running bills.

The works will be paid for as "measured work" on item-rate basis i.e. on actual work done. All items of work described in the schedule of quantities are to be deemed and paid for as complete works in all respects, and details including preparatory and finishing works involved, directly related to and reasonably detectable from the drawings, specifications and schedule of quantities, and no further extra charges will be allowed in this connection. The work shall be strictly according to the given specifications. The payment will be restricted to the given dimensions and no payment will be made due to increase in thickness / depth / width.

- 34. PAYMENTS:** All bills shall be prepared by the Tenderer in the form agreed or furnished by the Employer based on the accepted measurements. All bills shall be in proper form and must be duly accompanied by detailed measurements in support of the quantities of the work done and must show deductions for all previous payments.

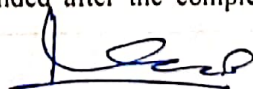
The Employer shall issue a certificate after due scrutiny of the Tenderer's bill stating the amount due to the Tenderer from the Employer and the Tenderer shall be entitled to payment there of, within 21 days from the date of the receipt of the recommendations of the consultant on the interim bill. In case of delay due to some reasons in the processing of such bills for payment, an adhoc advance of 75% of the billed amount may be paid on the request of the Tenderer for the smooth progress of the work.

All interim payments accepted by the Tenderer shall be regarded as payments by way of advances against final payment only. These shall not preclude requiring of bad, unsound and imperfect or unskilled work to be rejected, removed, taken away and reconstructed or re-erected, or be considered as an admission of the due performance of the contract or any part thereof in any respect, or approving of any claim, nor shall conclude, determine or affect in any way the power of the employer under these conditions for any of them as to the final settlement and adjustment of the accounts or otherwise or in any other way vary or affect the contract.

All payments are subject to statutory deductions of Income Tax & its Surcharge, deductions or any other statutory deductions as notified by respective State/Central Government/Authority and any such instructions conveyed from time to time. From the interim bills, the retention money as detailed elsewhere in this tender shall also be deducted.

The final bill shall be submitted by the Tenderer within 1 (one) month from the date of completion of work or from the date of certification of virtual completion certified by the employer. No further claims shall be made by the Tenderer after submission of the final bill.

The final bill shall be accompanied by no claim certificate issued by consultant and a certificate of completion from the Employer. Payments of final bill shall be made after deduction of all previous payments and Retention Money as specified in clause 16 of the second conditions, which sum shall be refunded after the completion of the Defects Liability



Period after receiving the Employer certificate that the Tenderer has rectified all defects to the satisfaction of the Employer. The acceptance of payment of the final bill by the Tenderer would indicate that he will have no further claim in respect of the work executed.

35. VARIATION / DEVIATION: The Employer shall have power to make alteration in, omissions from, additions to or substitutions in the original specifications and instructions, that may appear to him to be necessary or advisable during the progress of the work, and the Tenderer shall be bound to carry out the works in accordance with any instructions given to him in writing signed by the employer. Such alterations, omissions, additions or substitution shall form part of the contract as if originally provided therein and any altered, additional or substituted work which the Tenderer may be directed to do in the manner specified above as part of the works, shall be carried out by the Tenderer on the same conditions in all respects including price on which he agreed to do the main work except as here after provided.

- (a) No work which radically changes the original nature of the contract shall be ordered by the employer as a deviation.
- (b) The price of all such additional items / non tendered items will be worked out on the basis of rates quoted for similar items in the contract wherever existing or on engineering rate analysis based on prevalent fair price of labour, material and other components as required.

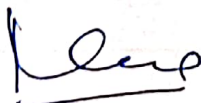
The tendered rates, shall hold good for any increase or decrease in the tendered quantities up to variation of 25% and as stipulated else where for legitimate completion of works as per original design or scope of work and on account of any modification or alteration suggested and where the variation for the respective item is beyond 25%, the rate for the respective item may be reviewed on mutually agreed terms.

In the event of any deviation being ordered which in the opinion of the Tenderer changes the original nature of the Contract, he shall within fifteen days of having been so ordered, bring this to the notice of the Employer setting out the reasons in detail, but never the less carry it out and any disagreement as to the nature of work and the rate to be paid there for shall be referred to the Employer, and his decision shall be final and binding on the Tenderer.

36. SUBSTITUTION: Should the Tenderer desire to substitute any materials and/ or workmanship, he must obtain the approval of the Employer in writing for any such substitution well in advance. In respect of Materials whose makes are not specified in the tender, specific approval of the Employer has to be obtained in writing before their usage.

37. PREPARATORY WORK FOR UTILIZATION OF THE FACILITY AFTER COMPLETION: The whole of the work shall be thoroughly inspected by the Tenderer before commencement of the work, and deficiencies & defects, if any shall be brought to the notice of the Employer who shall arrange for rectification of such defects. On completion of such inspection, the Tenderer shall inform the Employer that they have completed the work and it is ready for inspection.

38. CLEARING SITE ON COMPLETION: On completion of the works the Tenderer shall clear away and remove from the site all construction materials, plant & equipments, tools, surplus materials, scraps, rubbish, debris, and temporary works of every kind and leave the whole of the site and the works clean and ready for immediate usage to the satisfaction of the Employer.



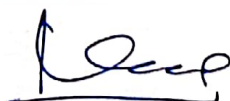
39. **ESCALATION** ::The rate quoted shall be firm through out the tenure of the contract(including extension of time, if anygranted)and will not be subject to any fluctuation due to increase in cost of materials,labour, Octroi or for any other reason.

40. **IDLE LABOUR**:: Whatever the reasons may be, no claim for idle labour, additional establishment, cost of hire and labour charges of tools and plants would be entertained under any circumstances.

41. **SUSPENSION OF WORKS** ::If the Tenderer except on account of any legal restraint upon the Employer preventing the continuance of the work or in the opinion of the Employer shall neglect or fail to proceed with due diligence in the performance of his part of the contract or if he shall more than once default in performing his obligations under this Contract, the Employershall have the power to give notice in writing to the Tenderer requiring the work to be proceeded with,in a reasonable manner and with reasonable dispatch, and such notice shall purportto be a notice under this clause.

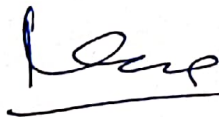
After such notice shall have been given theTenderer shall not beat liberty to remove from the site of the works or from any ground contiguous there to,any materials or machinery.If theTenderer fails to start the work within seven days after such notice has been given to proceed with the works, the Employer may proceed as provided in **clause 42(Termination of Contract by Employer)**.

42. **TERMINATION OFCONTRACTBYEMPLOYER** : If the Tenderer being a company goes into liquidation whether voluntary or compulsory, or being a firm shall be dissolved, or being an individual shall be adjudicated in solvent or shall make anassignment or a composition for the benefit of the greater part in number of amount of his creditors, or shall enter into a Deed or arrangement with his creditors,or if the Official Assignee in in solvency, or the Receiver of the Tenderer in in solvency, shall repudiate the contract, or if a Receiver of the Tenderer's firm appointed by the court shall be unable,within fourteen days after notice to him requiring him to do so, to show to the reasonable satisfaction of the employer that he is able to carry out and fulfill the contract, and if so required by the employer to give reasonable security therefore, or if the Tenderer shall suffer execution to be issued, or shall suffer any payment under this contract to beattached by or on behalf of and of the creditors of the Tenderer , or shall assign, charge or encumber this contract or any payments due or which may be come due to the Tenderer, there under, or shall neglect or fail to observe and perform all or any of the acts matters of things by this contract, to be observed and performed by the Tenderer within three clear days after the notice shall have been given to the Tenderer in manner here in after mentioned requiring the Tenderer to observe or perform the same, or shall use improper materials or workmanship in carrying out the works, or shall in the opinion of the employer not exercise such due diligence and make such due progress as would enable the work to be completed within due time agreed upon, and shall fail to proceed to the satisfaction of the employer after three clear days notice requiring the Tenderer to do so shall have been given by the Employer, or shall a band on the contract, the nandin any of the said cases, the Employer may not with standing any previous waiver determine the contract by a notice in writing to the effect as here in after mentioned, but without there by effecting the powers of the employer of the obligations and liabilities of the Tenderer the whole of which shall continue in force as fully as if the contract, had not been so determined and as if the works subsequently executed had been executed by or on behalf of the Tenderer (with out there by creating any trust in favour of the Tenderer). Further the employer or his agent, or servants, may enter upon and take possession of the work and all plants, tools, scaffolding, sheds, machinery, steamand other power, utensils and materials lying upon premises or the adjoining



lands or roads and sell the same as his own property or may employ the same by means of his own servants and workmen in carrying on and completing the works or by employing any other Tenderers or other persons or person to complete the works, and the Tenderer shall not in any way interrupt or do any act, matter of thing to prevent or hinder such other Tenderers or other persons or person employed from completing and finishing or using the materials and plants for the works when the works shall be completed, or as soon there after as conveniently may be, the employer shall give notice in writing to the Tenderer to remove his surplus materials and plants and should the Tenderer fail to do so within a period of 14 days after receipt by him the employer may sell the same by Public Auction and shall give credit to the Tenderer for the amount realized. Any expenses or losses incurred by the employer in getting the works carried out by other Tenderers shall be adjusted against the amount payable to the Tenderer by way of selling his tools and plants or due on account of work carried out by the Tenderer prior to engaging other Tenderers or against the Security Deposit.

- 43. SETTLEMENT OF DISPUTES:** Any dispute between the Tenderer and the Employer, shall be referred to the Arbitrator/Court at Lucknow City (UP).
- 44. CO -ORDINATION OF WORKS:** The Tenderer shall execute the works in co-ordination with the other agencies who may be employed at the site. The work site shall be neatly cleaned as and when necessary so that the works of other agencies can be carried out. Failure on part of the Tenderer to clean the work site will empower the employer to engage other agencies and recover the cost from the Tenderer.
- 45. ELECTRICAL POWER, WATER AND TOILET FACILITIES:** The Employer shall provide electricity at fixed points, but the Tenderer has to make his own arrangements for extending the electrical power to the actual site of work. The Tenderer shall engage a licensed electrician to carry out and maintain his electrical system. The work shall not be stopped on account of power failure.
- A adequate water supply is available at site and would be provided by the Employer.
Common toilet facility is available at the work site. A portion of the same can be used by the tenderer and they shall always maintain the same in clean and hygienic condition.
- 46. TENDERED VALUE:** The lowest tendered value shall be the total value of all the materials, labour, cost of hire charges for machinery and/ or scaffolding etc. and all necessary expenses incurred for completion of the work under this Tender.
- 47. The work should be carried out with full co-ordination / co-operation of occupants in the building without damaging any permanent structures or furniture belonging to them. If any damage occurs, the cost of same will have to be reimbursed by the Tenderer.**



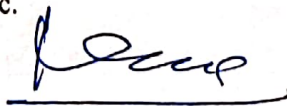
SAFETYCODE

Scaffolds

- i) Suitable scaffolds shall be provided for workmen for all works that cannot safely be done from the ground, or from solid construction except in the case of short duration work which can be done safely from ladders. When a ladder is used, it shall be of rigid construction made either of good quality wood or steel. The steps shall have a minimum width of 450 mm and maximum rise of 300 mm. Suitable hand holds of good quality wood or steel shall be provided and the ladder shall be given an inclination not steeper than $\frac{1}{4}$ to 1 ($\frac{1}{4}$ horizontal and 1 vertical).
 - ii) Scaffolding or staging more than 4 m above the ground floor, swung or suspended from an overhead support or erected with stationary support shall have a guard rail properly bolted, braced or otherwise secured, at least 1 m above the floor or platform of such scaffolding or staging and extending along the entire length of the outside and ends thereof with only such openings as may be necessary for the delivery of materials. Such scaffolding or staging shall be so fastened as to prevent it from swaying from the building or structure.
 - iii) Working platforms, gangways and stairways shall be so constructed that they do not sag unduly or unequally and if the height of the platform, gangway or stairway is more than 4 m above ground level or floor level, they shall be closely boarded and shall have adequate width and be suitably fenced as described in (ii) above.
 - iv) Every opening in the floor of a building or in a working platform shall be provided with suitable means to prevent the fall of persons or materials by providing suitable fencing or railing whose minimum height shall be 1.00 m.
- Wherever there are open excavations in ground, they shall be fenced off by suitable railing and danger signals installed at night so as to prevent persons slipping in to the excavations.
- v) Safe means of access shall be provided to all working places. Every ladder shall be securely fixed. No portable single ladder shall be over 9 m in length while the width between side rails in rung ladder shall in no case, be less than 260 mm for ladder up to and including 3 m in length. For longer ladders this width shall be increased at least 20 mm for each additional meter of length.
 - vi) A sketch of the ladders and scaffolds proposed to be used shall be prepared and approval of the Engineer obtained prior to construction.

Other Safety Measures

- vii) All personnel of the Tenderer working within the plant site shall be provided with safety helmets, belts etc. All welders shall wear welding goggles while doing welding work and all metal workers shall be provided with safety gloves. Persons employed on metal cutting and grinding shall wear safety glasses.
- viii) Adequate precautions shall be taken to prevent danger from electrical equipment. No materials on any of the sites of work shall be so stacked or placed as to cause danger or inconvenience to any person or the public.

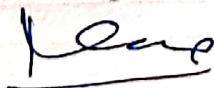


Personal Safety Equipments

- ix) All necessary personal safety equipment as considered adequate by the Engineer should be kept available for the use of the person employed on the site and maintained in a condition suitable for immediate use, and the Tenderer should take adequate steps to ensure proper use of equipment by those concerned.
- a. Workers employed on mixing asphaltic materials, cement and lime mortars shall be provided with protective foot wear and protective goggles.
 - b. Those engaged in white washing and mixing or stacking of cement bags or any material which is injurious to the eyes shall be provided with protective goggles.
 - c. Those engaged in welding works shall be provided with welder's protective glasses.
 - d. Stone breakers shall be provided with protective goggles and protective clothing and seated at sufficiently safe intervals.
 - e. When workers are employed in sewers and manholes, which are in use, the Tenderer shall ensure that the manhole covers are opened and are ventilated at least for an hour before the workers are allowed to get into manholes and then an holes so opened shall be cordoned off with suitable railing and provided with warning signals or boards to prevent accidents to the public.
 - f. The Tenderer shall not employ men below the age of 18 years and women on the work of painting with products containing lead or any toxic material in any form. Where ever men above the age of 18 are employed on the work of such painting the following precautions should be taken:
 - i. No paint containing lead or lead products shall be used except in the form of paste or ready made paint. Paints like vinyl and epoxies having toxic fumes should be applied after following all precautions laid down by manufactures.
 - ii. Suitable face masks should be supplied for use by the workers when paint is applied in the form of spray or a surface having lead paint dry rubbed and scraped.
 - iii. Overalls shall be supplied by the Tenderer to the work men and adequate facilities shall be provided to enable the working painters to wash after the cessation of work.
- x) When the work is done near any public place where there is risk of drowning, all necessary equipments should be provided and kept ready for use and all necessary steps taken for prompt rescue of any person in danger and adequate provision should be made for prompt first aid treatment of all injuries likely to be sustained during the course of the work.

Hoisting Machines

- xi) Use of hoisting machines and tackle including their attachments anchorage and supports shall conform to the following standards or conditions:



- a. These shall be of good mechanical constructions sound material and adequate strength and free from patent defect and shall be kept in good repair and the good working order.

Every rope used in hoisting or lowering materials or as means of suspension shall be of durable quality and adequate strength and free from latent defects.

- b. Every crane driver or hoisting appliance operator shall be properly qualified and no person under the age of 21 years shall be in-charge of any hoisting machine including any scaffolding winch, or give signals to operator.
- c. In case of every hoisting machine and of every chain ring hook, shackle shovel and pulley block used in hoisting or as means of suspension the safe working load shall be ascertained by adequate means. Every hoisting machine and all gear referred to above shall be plainly marked with the safe working load. In case of a hoisting machine having a variable safe working load, each safe working load and the conditions under which it is applicable shall be clearly indicated. No part of any machine or any gear referred to above in this paragraph shall be loaded beyond the safe working load except for the purpose of testing.
- d. In case of departmental machines, the safe working load shall be notified by the Engineer. As regards Tenderer's machines, the Tenderer shall notify the safe working load of the machine to the Engineer whenever he brings any machinery to site of work and get it verified by the Engineer concerned.

xii) Motors, gearing, transmission, electric wiring and other dangerous parts of hoisting appliances should be provided with efficient safeguards. Hoisting appliances should be provided with such means as will reduce to the minimum the risk of any part of a suspended load being coming accidentally displaced. When work is done on electrical installations which are already energized, insulating mats, wearing apparel such as gloves, sleeves, and boots as may be necessary, should be provided. The workers should not wear any rings, watches and carry keys or other materials which are good conductors of electricity.

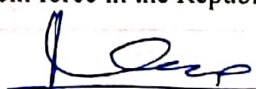
xiii) All scaffolds, ladders and other safety devices mentioned or described herein shall be maintained in safe condition and no scaffold, ladder or equipment shall be altered or removed while it is in use.

Adequate washing facilities should be provided at or near places of work.

xiv) These safety provisions should be brought to the notice of all concerned by display on a notice board at a prominent place at work spot. The person responsible for compliance of the safety code shall be named therein by the Tenderer.

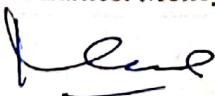
xv) To ensure effective enforcement of the rules and regulations relating to safety precautions the arrangements made by the Tenderer shall be open to inspection by the Labour Officer, Engineers of the Department or their representatives.

xvi) Notwithstanding the above clause from (i) to (xviii), nothing shall exempt the Tenderer from the purview of any other Act or Rule in force in the Republic of India.



GENERAL INSTRUCTIONS FOR THE GUIDANCE OF TENDERER

1. Canvassing in connection with tenders is strictly prohibited and the tenders submitted by the Tenderers who resort to canvassing will be liable to rejection.
2. All rates shall be quoted on the proper form of the tender alone.
3. A tender containing percentage below/above will be summarily rejected. However, where a tenderer voluntarily offers a rebate for payment within a stipulated period, this may be considered.
4. On acceptance of the tender, the name of the accredited representative(s) of the Tenderer who would be responsible for taking instructions from the Employer / Diploma Engineer shall be communicated to the Employer.
5. Special care should be taken to write the rates in figures as well as in words and the amounts in figures only, in such a way that interpolation is not possible. The total amount should be written both in figures and in words. In case of figures, the words "Rs." should be written before the figure of rupee and words "P" after the decimal figures, e.g. Rs.2.15p. and in case of words, the word "Rupees" should precede and the word "Paise" should be written at the end, unless the rate is in whole rupees and followed by the words "only", it should invariably be up to two decimal places. While quoting the rate in schedule of quantities, the word "only" should be written closely following the amount and it should not be written in the next line.
6. The tender for works shall remain open for acceptance for a period of **90 days** from the date of opening of Technical Bid. If any tenderer withdraws his tender before the said period, then the Employer shall be at liberty to forfeit the Earnest Money paid along with the tender.
7. The tender for the work shall not be witnessed by a Tenderer or Tenderers who himself / themselves has / have tendered or who may and had / have tendered for the same work. Failure to observe this condition would render tenders of the Tenderers tendering as well as witnessing the tender liable to summary rejection.
8. **It will be obligatory on the part of the tenderer to tender and sign tender documents for all the component parts and that, after the work is awarded, he will have to enter into an agreement for each component with the Competent Authority in the Akash Enclave Apartment Owner's Welfare & Maintenance Association.**
9. The tenderer shall submit a blank copy of price bid indicating quoted / not quoted in the relevant column. This is to enable the Employer to verify that the tenderer has quoted against all relevant items.
10. The Tenderer, whose tender is accepted, will be required to furnish by way of security deposit for the due fulfillment of his contract, such sum as will amount to two percent of the contract value within 14 days from the date of placement of order.
11. The EMD of the Tenderer, whose tender is accepted, shall be forfeited in full in case he does not remit the Initial Security Deposit within the stipulated period or start the work by the stipulated date mentioned in the award letter. The successful tenderer to whom the contract is awarded will have to deposit as initial security deposit of 2% of the value of accepted tender cost including the Earnest Money as per General Conditions of the Contract.



The acceptance of any tender will rest with the Employer who is not bound to accept the lowest tender, and reserves the right to reject any or all of the tenders received without assigning any reason. All tenders in which any of the prescribed conditions are not fulfilled or are in complete in any respect are liable to be rejected. The employer reserves the right to accept the tender in full or in part and the tenderer shall have no claim for revision of rates / other conditions if his tender is accepted in part.

12. All rates shall be quoted on the proper form of the tender alone.

13. Quoted rates and units different from those prescribed in the tender schedule will be liable to be rejected.

An item rate tender containing percentage below/above will be summarily rejected. However, where a tenderer voluntarily offers a rebate for payment within a stipulated period, this may be considered.

All taxes including GST, work contract tax, or any other tax, any royalties, duties, levies, cess, entry tax, Octroi, profession tax, Sales Tax, purchase tax, turnover tax, or any other tax on material or finished work in respect of this contract shall be payable by the tenderer and the Employer will not entertain any claim whatsoever in respect of the same, and no thing extra shall be paid / reimbursed for the same subsequently.

14. Further the tenderer shall agree that until a formal agreement on stamp paper is prepared and signed, this tender shall constitute a binding contract between the tenderer and the Employer.

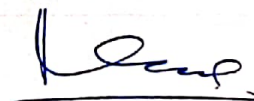
15. The tenderer, apart from being a competent Tenderer must associate himself with agencies of appropriate class who are eligible to tender for other related works connected directly or indirectly with the contract and employed by the employer.

The Employer is not bound to accept the lowest or any tender and reserves the right to accept the whole or part of any tender and the tenderer shall be bound to perform the same at the rate quoted by him.

The prospective Tenderers are advised to inspect and examine the site and its surrounding and satisfy themselves before submitting their tenders as to the nature of the site and dimensions, the means of access to the site, and obtain all necessary information as to risks, contingencies and other circumstances which may influence or affect their tender. The Tenderer shall ensure that the painting shall be carried out as per the existing site conditions. Hence, the tenderers are advised to inspect the site carefully in this regard before quoting for the job.

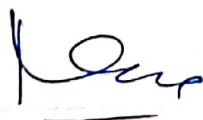
A tenderer shall be deemed to have full knowledge of the site whether he inspects it or not and no extra charges consequent on any misunderstanding or otherwise shall be allowed. Submission of a tender by a tenderer implies that he has read this notice and all other contract documents and has made himself aware of the scope and specification of the work to be done and local site conditions and other factors which have a bearing on the execution of the work.

16. All the competitive tenders will be received on the specified date and time. On the same day or on specified date & time in event of any compelling circumstances, the tenders



will be opened in the presence of the available tenderers.

17. Both the envelope superscribed as "Technical Bid" and "Price Bid" will be simultaneously accepted, but the envelope superscribed as "Technical Bid" alone will be opened and details of EMD etc., shall be recorded, while the Price Bid shall be maintained in the safe custody of the Employer.
18. After the technical evaluation, and if necessary after discussions with the tenderers, such of those tenders found technically acceptable will be short listed and their envelope containing "Price Bid" shall be opened on a given date and time in presence of the short listed tenderers with prior notice to them. The tenderers are expected to attend the tender opening and their inability in participating will not in any way prevent the employer undertaking the opening of the bids.
19. In case of the unsuccessful tenderers, EMD shall be returned to the individual bidders. The Employer reserves the right to accept or reject any of the offers without assigning any reason and a dispute or negotiation will be entertained in this regard. The Employer's decision will be final in the matter.
20. The notice inviting tender, general rules & instructions for the guidance of tenderers shall form a part of the contract document. The successful tenderer/Tenderer, on acceptance of his tender by the Accepting Authority, shall, within 14 days from the stipulated date of start of the work, sign on a stamp paper the contract consisting of:-
 - a) Standard form of Agreement on stamp paper.
 - b) Notice inviting tender, all the documents including tender, drawing if any, forming the tender as issued at the time of invitation of tender and acceptance thereof together with any correspondence leading thereto, General conditions, Schedules leading to Technical Specifications, Special Conditions, Technical Brochures in schedule submitted by the tenderer etc., Price Bid / Schedule of Quantities.
21. The Tenderer shall take any measurement with the Employer's representatives / consultant and furnish all particulars and assistance in taking such measurement and calculations.
22. Final payment of the bill of the Tenderer will be made after the necessary completion certificate is issued by the Employer / Site Engineer.
23. The rates quoted in the tenders shall include all charges of any tools and plants, freight, labour conditions and fluctuations in the rates, VAT, sales tax, excise duty and other taxes and shall be firm for the duration of the contract. No escalation in the rates will be allowed under any circumstances. Time should be considered as the essence of the contract.
24. Income tax as well as work contract tax as applicable shall be deducted from the bills.
25. For litigations, if any arising there of, the competent court at Lucknow alone will have jurisdiction.
26. For any item of work not covered above or any unforeseen items of work, payment will be made according to the rates as approved for similar nature of work and costing done by the Engineer or as per the current PWD / CPWD schedule or as per the analysis of materials costs including labour and 10% of profit to be supplied by the Tenderer.



TECHNICAL DETAILS OF WORK TO BE CARRIED OUT

Prior to the commencement of the painting work, the following minor civil works (repairs) shall be carried out in the ducts of Floors, toilet wall of the building (11 towers) and Club. The civil work consists of filling up the gaps between the fins, and the gaps between the window frame grill and wall (wherever observed), with a suitable cement mortar aggregate, so as to present a uniform finished surface for carrying out the painting. After the work is completed, the Tenderer shall ensure curing of the finished surface for a minimum period of 5 days, and only thereafter the painting work shall be taken up.

The painting needs to be carried out from ground floor to the terrace, on all sides, using necessary scaffolding, spraying machines, and "jhula" wherever necessary. For all cement surfaces the work shall be carried out as detailed in the following manner :

Step 1 : All surface cracks shall be filled up using ordinary crack filling powder for minor cracks, and suitable waterproofing compound for bigger cracks.

Step 2 : The complete surface shall be sanded thoroughly and all dust, grease, and flakes removed (surface cleaning).

Step 3 : One coat of Silicon Based Primer shall be applied.

Step 4: TWO coats of High Performance Premier Exterior Acrylic Silicon Based Paint having dust /dirt-repellent, anti-fungal, damp-resistant, and high protection alkali and Ultra-violet degradation qualities shall be applied after allowing sufficient time gap between application of the two coats of paint.

Suitable time shall be provided between each step as instructed by the Employer

In case it is found that the painting is insufficient in any area even after 2 coats of paint, further coats shall be applied to give a satisfactory finish.

Painting process shall be carried out using Spraying machines as far as possible, and only in inaccessible areas, shall brushes be utilized.

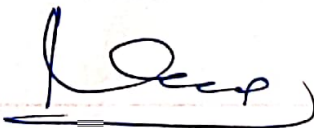
For all metallic surfaces such as grills, gates, etc., the work shall be carried out as follows :

Step 1 : The surface to be painted shall be first treated so as to be free of grease and rust by suitable treatment such as sanding with Emery paper, etc.

Step 2 : In case of minor dents or surface imperfections, suitable paste-filler shall be used to rectify the surface so as to give an unblemished look.

Step 3 : In case of nonferrous metal surfaces like aluminium, galvanised iron, etc., the surface shall be pre-treated with suitable Primer, while corrosion-resistant metal primer shall be applied for ferrous surfaces.

Finally two coats of High Gloss Enamel paint shall be applied over the surface.



Suitable time shall be provided between each step as instructed by the Employer / Consultant.

In case it is found that the painting is insufficient in any area even after 2 coats of paint, further coats shall be applied to give a satisfactory finish.

All required materials including materials, equipment, machinery, scaffolding and all that is necessary for the completion of the work shall be provided by the Tenderer.

Electric supply would be made available at fixed points wherever installed by the Employer, but the Tenderer would have to make his own arrangements for extension cords, temporary wiring, power switches or sockets, and making all arrangements to extend the power supply from the fixed point to the actual site of work wherever required.

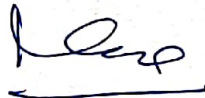
Approvals

It is the responsibility of the Tenderer to get the approval from any relevant government, municipal or other local authorities.

The fee payable to such authorities if any shall be borne by the Tenderer.

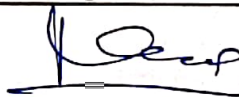
Quantities

Payment will be made for the actual quantity of work executed. Tenderer is instructed to quote rates for all measurable items of work as per pricing sheet enclosed.

A handwritten signature in black ink, appearing to be 'R. S. S.', is written above a horizontal line.

APPROVED MAKES OF MATERIALS

No.	MATERIAL	APPROVED MAKE/BRAND
1.	Cement(53grade)	Ultratech,A.C.C.,Birlashakti,Ambuja
2.	Sand	Coarse sand only
3.	PPC	Ultratech, A.C.C.,Birlashakti, Ambuja
4.	White cement	Birla,J.K.,ACC.
5.	Putty	Birla White / JK White
6.	Enamel Paint	Asion - Apcolite Enamel paint
		Berger - Luxol Hi - gloss enamel paint
		Nerolac - Nerolac synthetic enamel paint
7	Acrylic Emulsion Paint (Interior)	Asian - Trector Emulsion paint
		Berger - Bison Acrylic Emulsion paint
		Nerolac - Beauty Smooth Acrylic Emulsion paint
8	Exterior Paint	Asian - Apex Ultima Protek paint
		Berger - Long Life 10 Berger weather Coat
		Nerolac - Excel Top Guard
8	Wall Primer	Asian - True Clear Exterior Primer
		Berger - Home Shield Seal-O -Prime
		Nerolac - Excel Top Guard Base Coat
8	Water Proofing Chemical	Asian - Hydro lac
		Berger - Damp stop Elasto / Damp Stop Advance
		Nerolac - Nerolac Polymer
	PVC Pipes its fittings	Supreme Make (6 kg /cm ²)



Scope of Work

Civil Work

1. Dismantling the damage/Crack area.
2. Rubbing the mild steel surface clear rusting.
3. Applying two coat PU metal Primer.
4. Applying two coat Anti Rust Chemical/Enamel.
5. Repairing of surface will be done by self-curing plaster.
6. Surface cracks filled with crack seal or equivalent chemical/ material.
7. Aluminium shuttering ties fix at many places after removal these ties gap filled by putty.
8. Any other unforeseen civil work.

A. Plumbing Work

1. After searching source of leakage apply suitable procedure to fix the leakage.
2. Use standard Material in repairing of pipe line like sanitary pipe – SUPREME make and its fittings (6 Kgs/Cm2), cpvc pipe and its fittings – ASTRAL.3.
3. Any other unforeseen plumbing work.

B. Painting

(i) Exterior Painting of Towers and Club House

Scraping of surface

Apply two coat of water proofing chemical on leakage affected area

Two coat Putty (JK/Birla) on whole exterior surface

Scraping of putty surface and priming coat on prepared surface

Two coat exterior Paint (10 Yrs warranty)

(ii) Interior Painting of Towers and Club House

Scraping of surface

Apply two coat of water proofing chemical on leakage affected area

Two coat Putty (JK/Birla) on whole interior surface including stairs etc.

Scraping of putty and priming coat on prepared surface

Two coat acrylic Paint

(iii) Basement and CWR Painting

Scraping of surface

Two coat white cement

(iv) Boundary wall painting

Scraping of surface

Damaged edges / surface repair by JK / Birla Putty

Two coat exterior paint (10 Yrs warranty)

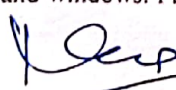
(v) Enamel paint at MS /Woodden surface

Scraping of surface

Priming coat of Red Oxide

Two coat enamel paint

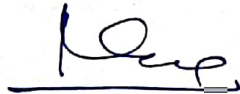
Enamel paint work includes MS doors and windows in CWR, main meter panels room doors and windows. Fire fighting pipes, hose cabinet campus electric poles, all entry gates,



all balcony, corridor and staircase railing, main gate overhead shade truss, OTS shades M.S. structure, OTS staircase railing, ground floor meter panels wiremesh partition. LV and electrical duct wooden doors at every floor., mummy door at terrace, boundary wall railing, generator wiremesh partition, Common water closet (ladies & gents) door and chauthat, club house staircase railing and its toilets doors and chauthat and other ms/wooden structure in Akash enclave campus as per direction of BOM.

Warranty: Paint Company shall give written warranty for Paint Life 10 years and shall ensure to execute any defects observed during the warranty period.

16. Payment: Material payment 95% on submission of authorised bill of Paint Company and work payment 95% after joint verification of satisfactory work by vendor and site engineer after completion of block wise unit work final payment should be done after receiving of 10 years warranty certificate from Paint Company.

A handwritten signature in blue ink, appearing to be 'Rup', is written above a horizontal line.

PAINTING PROCEDURES

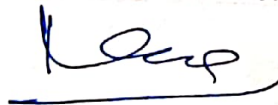
Necessary machinery, equipment and tools required:

- Barricading items/tools, ropes, sign boards etc.
- Plastic sheet, tripal and other necessary items for covering
- Spider Jhula kits, Scaffolding etc.
- Necessary & Possible PPE's
- Rollers/brushes
- Metal Patra, hammer, trowels, iron tasla
- Broom, cottons, wirebrushes, measurement tape etc

Painting procedure—Exteriors Marvin surface

Surface Preparation Process includes below steps as:-

- **Barricading and covering** of nearby/required locations / items, horticulture etc.
- **Installation of equipment's/machinery** on site/paintable facade
- **Scrapping & Cleaning** of loose paints, and loose under coats material & other loose material over the surface etc. for weak surface & Seepage/ dampness areas with wire brushes, metalpatra, clothe, sanddry brushes (Any possible option can be used). Deep sanding or jetwash can be preferred to remove the loose powder from the surface and it will be used based on prior discussion/ negotiation only.
- **Information to site team for running/livesee page areas** (if visible any where during the job) and wait for its rectification through site team (civil expert of site) before paint system application.
- **Surface repairing/plaster repairing (If any)** –Post scrapping there will be required various types of repairs in patch forms as RCC/ concrete repairs, thick plaster repairs, minor plaster repairs etc. and all repairing will be done with suitable/technically correct material only.
As Cement-sand-concrete mixture for RCC/concrete repairs, coarse Sand-cement mixture/levelplast (Dry mortar) for plaster repairs.
Additionally, **Aquatech Waterproof Repair Polymer (WRP)** is a latex based bonding agent/ cement additive, which to be used for all cementious repairs and it reduces the shrinkage & crack formation etc.
- **Drying of repairs**—leave surface for drying as surface must be dry before to any application.
- **Cracks, holes/ dents filling (if any)**—cracks/ holes filling will be done with sand cement



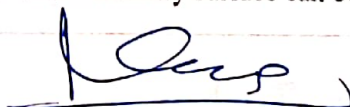
plaster, level

Plast and/or Aquatech crack fillers, depending on the crack's sizes and mentioned instructions here -

- Sand cement mixture/level plast will be used for major cracks repairing
- Minor surface cracks will be repaired with Dulux Aquatech cracks fillers
- Hairline cracks can be covered with recommended Weather shield paint system only and its no need to repair.
- **Algae & Fungus Treatment**– A special product Aquatech Pre-treatment coat must be used for a lgaе/fungiar reste dare a sand be foreany paint system application or with Sealer coat (It's Optional product for extra prevention/ protection as recommended product system already has algae/ fungus resistant property).
- **Surface undulations and repair joints** are the surface-oriented problems and may appear after final coat at a certain level. Patchiness due to undulation, new repair work, and repair joints may be visible with repainting job.
- **Required support from customer/site team**–Proper channeling for balcony & A Coutlet water and terrace water, slope on chhajja's and para pets, tray arrangement or sloping for plantation on balconies proper fixing of DTH/ Tata sky antenna etc.
- **Rising dampness** must be attended with site team & with the help of experts and gaps between windows and window frame to be filled with the suitable sealants. And the whole repairing work must be done before start painting application.
- **Surface preparation will be time consuming process** as surface should be repaired, clean & dry properly, and do not apply paint / primer on dirty/ wet surface.

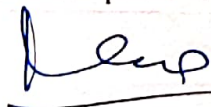
Application Notes & Project handover

- ❖ Cleaning of surface is must with Scraping/sanding for lose Paints, loose under coats, dust, Algae/fungus and other lose material removal before to start any application.
- ❖ Unwanted weeds plants (available plants on the surface) removal and avoid to plantation near by painted walls in future.
- ❖ All civil repairing work must as –plumbing, replastering for damp locations, pipe blockages, seepages/ dampness/ damages rectification, major and minor cracks repairing, touch up plaster etc.
- ❖ Sanding on exterior/ Interior's whole masonry surface can be done based on



prior discussion/ rate negotiation only while it will be done for new repairing patches as per its requirement only.

- ❖ It is advised that do not use putty for filling and damaged plaster repair on exterior, putty may be use for levelling only.
- ❖ Needed few supports from client that A Coutlets water is harmful for the paints and it should be away from the painted surface.
- ❖ Ensure no seepages, water logging, and leakages leading to accumulation or movemen to water in side the wall and surface is dry before painting
- ❖ Applicator will Start paints system application after complete surface preparation only.
- ❖ Purpose of primer coat-better adhesion between the paint film and surface.
Makes surface less absorbent & increases the spreading capacity of the paint.
- ❖ Purpose of Two coats paint-to get the desired finish and colour.
- ❖ Duration between the no. of coats-Each coat must be completely dry before the next one is applied.
- ❖ Dilution of the products-dilution and drying time will vary depending on the surface porosity, practical coverage and weather condition.
- ❖ Product coverage - All given coverage details are as per company standard and it may be varying with the surface to surface therefore to control the product coverage dilution ratio of Exterior/Interior primer and paints can be changed / reduced with the practical experience/ obtained coverage at site.
- ❖ Incomplete paints system weakens the paints film strength and product system as delay between two coats paints impacts the adhesion between the coats, film strength, system DFT (Dry film thickness), finish quality and it weakens the performance of complete system too hence complete the system at any location ASAP, as per company recommendations and within continue process.
- ❖ Any undercoat like Sealer and Basecoat doesn't have more weather resistant property itself as it is used for their other specific properties and required top coat over it always to protect the same.
- ❖ In normal condition, drying time for any applied undercoat (Sealer, Texture, Base coat) is maximum 4- 8 hours and after drying top coat must be apply over it ASAP to protect the undercoats from weather impacts. Reinspection is must, in case of work gets delayed for more than 15 - 30 days after any under coat application and touch up work or re application of under coat may be required also if quality of applied under coat found unsatisfactory during inspection & top coat application.
- ❖ Stability of thinned paints is 24 hrs, ignore over dilution and storage of diluted



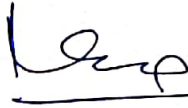
material.

- ❖ For deep shades may required coat paints application for proper hiding((3rd coat is not must)
- ❖ During monsoon season-cover/protect the Building (Painting areas) from rain water and immediate stop painting if heavy Rain is continuing, immediate rains are forecasted and there is no Sun light.
- ❖ Once the work will be completed with all snag's removal and approve with Akzo Nobel and customer satisfaction level, project will be handover and warranty would be processed as per agreement.
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Details of Bank Account

Sl No.	Particulars	
1	Name	Akash Enclave Apartment Owners Association
2	Bank Account No.	56630100000238
3	Type of Bank Account	Saving Bank Account
4	Name of Bank	Bank of Baroda
5	Branch Name/Address	Vrindavan Yojna, Lucknow
6	Branch Code of the Bank	5663
7	MICR No	226012093
8	IFS Code No	BARBOVJRIN
9	UTR No (to be filled by vendor)	

