

**JANAKI COOPERATIVE GROUP HOUSING SOCIETY**

**INVITATION TO TENDER (ITT)**

**FOR**

**EXTERNAL AND INTERNAL PAINTING OF THE**

**JANAKI CGHS BUILDING**

**TENDER NO: JANAKI /PAINTING/ 2019-20**

Date of Opening- 15-09-2019

**JANAKI COOPERATIVE GROUP HOUSING SOCIETY**

**Plot-7, Sector-22, Dwarka**

**NEW DELHI-110075**

**August 2019**



To,

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Dear Sir,

Please find attached the Tender Document for External & Internal painting of Janaki Cooperative Group Housing Society, Sector-22, Plot-7, Dwarka, New Delhi-110077.

The tender document consists the following:

<b>Scope of work,</b>	<b>Annexure-I</b>
<b>Price Format Bill of Quantities</b>	<b>Annexure-II</b>
<b>Bid Evaluation Criteria (BEC),</b>	<b>Annexure-III</b>
<b>General terms &amp; Conditions</b>	<b>Annexure-IV</b>
<b>Special terms and conditions</b>	<b>Annexure-V</b>
<b>Technical specifications</b>	<b>Annexure-VI</b>
<b>List of approved makes</b>	<b>Annexure-VII</b>
<b>Agreement for painting work</b>	<b>Annexure-VIII</b>
<b>Indemnity Cum Undertaking</b>	<b>Annexure-IX</b>
Type of Tender:	<b>Two Bid System.</b>

Bid Submission date and Place: Mentioned in the Tender Document attached herein.

It is requested to kindly submit your bid accordingly.

Best regards.

For Secretary of the society



**INVITATION TO TENDER (“ITT”) External & Internal Painting of EXISTING BUILDING OF JANAKI CGHS LTD.**

**JANAKI COOPERATIVE GROUP HOUSING SOCIETY, SECTOR-22, PLOT-7, DWARKA (OPPOSITE TO SECTOR-23 POLICE STATION)** hereby invites competent Bidder to submit sealed tender *under Two bid systems* to undertake External & Internal painting of existing building of the Janaki Cooperative Group housing Society, sector-22, plot-7, Dwarka, New Delhi-110077 (opposite to sector-23 police station and Delhi International School).

1. The brief information about the tender is stated below: **Type of Tender: Two Bid System.**

1.1	ITT No. / Tender No.	:	Janaki /Painting/2019-20
1.2	Description of the Works	:	<b>External &amp; Internal painting of EXISTING BUILDING as per Scope of Work Placed at Annexure-I of the tender</b>
1.3	Tender Fee	:	<b>Rs. 500 - in Cash or DD</b> (Downloaded bidders should pay at the time of opening of Technical bid.
1.4	Estimated Value :	:	Rs. 40 Lakhs (Rs. Forty Lakhs)
1.5	EMD Amount (to be submitted along with the Technical Bid)	:	Rs. 1,00,000/- (Rs. One lakh) in the form of D.D./Banker’s cheque drawn in favour of ‘Janaki CGHS Ltd’ payable at New Delhi
1.6	Bid Issuing date and time		From 25.08.2019 to 15.09.2019 upto 14.00 hrs
1.7	Pre-bid meeting		1 <sup>st</sup> September 2019 (16.00 to 18.00 hrs)
1.8	Bid submission date and time	:	Sealed Envelopes to be submitted on or before 15 <sup>th</sup> September 2019 upto 17.00 hrs
1.9	Date of Opening of Technical bid (Part-A)	:	15 <sup>th</sup> September 2019 at 18.00 hrs
1.10	Date & Time for Opening of Price bid (Part-B)	:	To be intimated later on to technically qualified bidders



1.11	Address for Pre Bid Meeting and Bid Submission.	:	<b>Janaki CGHS, Sector-22, Plot-7, Dwarka, New Delhi-110077. Contact Person, Shri Sunil Kumar. Telephone no-: 011 42804314 Mobile no: 9015551802 E-mail: <a href="mailto:janakicghs1@gmail.com">janakicghs1@gmail.com</a></b>
1.12	Price Evaluation		As indicated in <b>Annexure-II of tender</b>
1.13	Bid Evaluation Criteria		As per <b>Annexure-III of the tender</b>
1.14	Draft Contract Conditions to be signed with Successful Bidder		As per <b>Annexure-IV to IX of the tender</b>
1.15	Bid Validity	:	60 days from Bid opening date.



**SCOPE OF WORK**

**Scope of work consist of :**

- a. External painting of Janaki CGHS building having height upto 30 meter with Premier all weather acrylic smooth exterior paint mixed with silicon additives with smooth finish.
- b. External painting of the balcony fins (upto 7 floor), parapet wall of roof top, Dome and / or any other area may be identified by the Society at later stage (height upto 30 meter from ground level) with premier all weather acrylic smooth exterior paint mixed with silicon additives with smooth finish.
- c. Internal painting of stilt and basement area / common area of Janaki CGHS building with premier acrylic interior paint.
- d. Groove Filling : Providing laying groove treatment / filling for all heights, providing and laying two layers of waterproofing material in grooves consisting of acrylic polymer based modifier mixed with white cement in ratio 1: 2 (modifier 1 : 2 white cement ), mixed with desired colour.

**Note: It is requested to kindly make a site visit on or before 31.08.2019 to assess the quantum and complexity of the work to avoid any future disputes. Janaki CGHS is 7 stories Building.**

**A pre Bid meeting with potential Bidders is proposed to be held on 1<sup>st</sup> September 2019 during 16.00 to 18.00 hrs Society Office. During Pre Bid meeting, potential Bidder is requested to ask questions regarding tender scope, terms & conditions, if any, as there may not be any occasion to seek technical / commercial clarification after opening of Technical Bids.**

**ANNEXURE-II****PRICE BID  
BILL OF QUANTITIES**

Sl.	Description of Item	Unit	Qty (Aprox)	Rate	Amount
1.	Surface Preparation + 2-3 Coats of Putty (wherever required) + 1 Coat of Exterior Primer + 2 Coats of Premier all weather acrylic smooth exterior paint mixed with silicon additives with smooth finish. Coverage must be as per CPWD norms i.e @ 1.43 ltr./10 sqm over and including priming coat of exterior primer applied @2.20 ltr/10 sqm to give an even shade <b>Note-</b> No extra payment will be made for sand faced and rough cast plaster of exterior faces. Contractor will be paid on the basis of plain elevational area.	SQFT	3,25,000/-		
2.	Surface Preparation + 2-3 Coats of Putty (wherever required) + 1 Coat of Interior Primer + 2 Coats of Internal wall painting with premium acrylic emulsion paint of interior grade of approved make and colour with 2 or more coats to achieve even shade and colour and having VOC (Volatile Organic Compound ) content less than 50 grams/ litre.(Coverage must be as per cpwd norm i.e. 0.86Ltr/10 Sqm.) <b>Note-</b> No extra payment will be made for sand faced and rough cast plaster of exterior faces. Contractor will be paid on the basis of plain elevational area.	SQFT	25,000/-		
3.	Groove Filling : Providing laying groove treatment / filling for all heights, providing and laying two layers of waterproofing material in grooves consisting of acrylic polymer based modifier mixed with white cement in ratio 1: 2 (modifier 1 : 2 white cement ), mixed with desired colour.	RFT	5,000/-		
4.	Applicable GST on Works @-----				
<b>GRAND TOTAL</b>					

**Note: Quoted price of above items MUST INCLISIVE of arranging proper ladders, scaffolding and jhoolas (for painting at higher levels) at the cost of contractor and will take all safety measures like safety belts, extra labour if any to hold ladders/Jhoolas etc.**



**Bid Evaluation Criteria (BEC).**

Bid will be evaluated based on the Grand Total Amount (1 to 5) and the lowest bidder who is technically acceptable shall be considered for Award of the Contract.

Owing to the highly technical nature of works the qualifying contractor must present copies of the following documents as proof of their competence:

1. Profile of the contractor and full address of the owners and contact persons organisational setup, credentials, list of plant, machinery & tools in his possession).
2. Copies of TIN no., PAN no., proof of GST Registration.
3. Copies of work orders and completion certificates of painting works executed successfully during the last 5 yrs. in Govt., Public sector, Autonomous body or reputed Public Ltd. Company, Housing Society in Dwarka ,New Delhi with at least one work of value not less than Rs. 50 lakh or two similar works, each of value not less than Rs. 25 lakhs or five similar works, each of value not less than Rs.10 lakhs.
4. The contractor must be empanelled registered painting contractor of reputed Paint Company companies of make specified in Annex-VII.
5. Bidders are requested to consider the input tax credit facility available to them and accordingly applicable GST and other tax benefit of input tax credit is passed to Janaki CGHS.



## **ANNEXURE-IV**

### **DETAILED CONTRACT TERMS AND CONDITIONS FOR EXTERNAL & INTERNAL PAINTING OF THE BUILDING– JANAKI COOPERATIVE GROUP HOUSING SOCIETY, SECTOR-22, PLOT-7, DWARKA, NEW DELHI-110077.**

#### **GENERAL TERMS & CONDITIONS**

1. **Submission of Tender:** Tenders should be submitted in two Parts i.e. “**Technical bid**” (Part-A) and “**Price bid**” (Part-B) in two separate sealed envelopes. Both the parts should be further put in a single sealed envelope super-scribing NIT No. & name of work, due date for opening, bidder’s name & address. The tender duly filled in may be sent to above mentioned address either by post or hand delivered in the **tender box kept in the Society Office, after ensuring that due entries are made in the tender register kept at the office. It should not be handed over to any employee/Member of the Society. No tender shall be accepted later than the time schedule specified above.**

Any clarifications / amendments / corrigenda etc., to NIT before last date of submission of bid will only be available on our website: [www.janakicghs.com](http://www.janakicghs.com) . Therefore bidders are advised to keep visiting our website.

2. **Technical Bid (Part-A)**: In this bid, the bidder shall submit the following:
- Covering letter on Company’s Letter head
  - Biodata of company (Company profile, organizational setup, credentials, list of plant, machinery & tools in his possession).
  - Earnest Money Deposit.
  - Copies of TIN no., PAN no., GST Registration no.
  - Copies of work orders and completion certificates of painting works executed successfully during the last 5 yrs. in Govt., Public sector, Autonomous body or reputed Public Ltd. Company, Housing Society in Dwarka , New Delhi with at least one work of value not less than Rs. 50 lakh or two similar works, each of value not less than Rs. 25 lakhs or five similar works, each of value not less than Rs.10 lakhs.
  - Entire NIT (except Price bid) duly signed & stamped by the bidder.



**Note:**

i. Completion certificate submitted should be signed by Director of Company or authorized signatory of Company and in case of Govt building not below the rank of Executive Engineer. In case of cooperative Society, it should be signed by President or Secretary of the Society.

ii. All documents submitted by the bidder should be self-attested along with stamp and should be valid up to the last date of validity of tender.

3. **Price Bid (Part-B)**: In this bid, the bidder is required to quote his item rates in the BOQ attached in accordance with the scope of work, terms & conditions & technical specifications enclosed. The rates/price quoted by contractor should be all inclusive i.e. should include all material cost, labour, services, plant/machinery/tools & tackles, ladders & scaffolding required for work, freight, Insurance, Octroi, Govt. duties & levies, taxes (GST), transport/cartage of materials/labour and all other expenses not specifically mentioned but reasonably implied. Nothing over and above these rates shall be payable to contractor. Further nothing extra in rates will be considered for any variations in tender quantities or due to any site difficulties. It is mandatory for bidder to quote all items rate as asked for in the BOQ/ PRICE schedule. Failure in not filling some item rates will lead to rejection of tender. The bidders should quote unconditional rates, neatly written without any overwriting and all pages should be duly signed & stamped.

4. **Earnest Money**: An earnest money of Rs 1,00,000/- (Rs. One lakh) has to be enclosed along with the **Technical bid (Part-A)**. The EMD shall be only in the form of Bank Draft/Banker's cheque in favour of **Janaki CGHS Ltd**, payable at New Delhi. No Cheques/Cash shall be accepted as EMD. The refund of EMD to the technically disqualified & lowest 4th bidders onwards shall be made within 15 days from the date of opening of price bid. The refund of EMD of the 2nd & 3rd lowest bidders shall be made after award of work and site mobilization by the successful bidder. The EMD of the successful lowest bidder (L1) shall be held back with the Society and will be released after completion of the works and site clearance.

5. **Validity of Tender**: Tender shall be valid for our acceptance without any change in rates and NIT conditions for a period of 60 days from the date of opening of price bid.

6. **Escalation**: No escalation over and above items rates quoted by the bidder shall be paid during the execution of contract.

7. **Completion time**: The time shall be the essence of this contract and entire work as titled above is to be completed in all respects within a period of three (3) months from the date of issue of LOI /Purchase order by the Society. Any delay in completing the



work for reasons attributable to the Contractor is liable for **liquidated damages** as per clause 15 of NIT. Under the **force-majeure conditions** or delay due to reasons beyond control of the contractor, Janaki CGHS may grant suitable time extension without penalty for which the contractor has to request along with the justification/ reasons well in advance to Janaki CGHS for approval without any prejudice to price escalation. No time extension request shall be considered after the expiry of completion period/contract. The decision of the Managing Committee, Janaki CGHS regarding time extension will be final and binding on the contractor.

8. **Scope of Work**: Detailed scope of work, special terms & conditions, makes of materials and specifications etc. are enclosed with this NIT as per Annexure –I. Bidder must read them before filling rates.

9. **Deviations**: No deviation from the stipulated terms and conditions will be allowed. Tender will be unconditional.

10. **Site Conditions**: Contractor shall acquaint himself fully with the site conditions and the working environment of Janaki CGHS before quoting his rates. No Compensation on account of any site difficulties will be entertained, at a later date, after award of the work.

11. **Correspondence**: All the correspondence in respect of tender/award of work shall be made to President, Janaki CGHS, Plot-7, Sector 22, Dwarka, New Delhi-110077.

12. **Terms of Payment**: 20% advance against site mobilization including receipt of materials, tool & tackles etc., and on furnishing Performance Guarantee of 20 % of the Contract value valid for 180 days either in the form of Bank Guarantee or Draft from a nationalized bank / Schedule Bank in the name of Janaki CGHS, Payable at Delhi. Entire advance of 20% would be adjusted against the first running bill to be submitted by the contractor.

The payment shall be made on submission of the bills in proper format by the contractor after due certification by the Janaki CGHS site engineer responsible for supervision of the work. Contractor can submit two interim or running bills and one final bill after completion of work for claiming payment based on actual quantities of items of work executed as per BOQ and Engineer's instructions.

13. **Labour Laws**: The contractor will abide by all the rules and regulations related to labour laws, accident, workmen compensation act, workmen insurance etc. This will be the sole responsibility of the contractor. Janaki CGHS will not be a party at any stage in any of the disputes relating to the above. In case, Janaki CGHS has to bear any



expenditure due to non-conformance of the above provisions by the contractor, the same will be recovered from contractor's bills.

14. **Rules governing the Contractor's employees working in the Janaki CGHS Premises:** The contractor's employees working inside the Janaki CGHS campus will abide by the Society's rules & regulations for works inside the campus. Any damage to the Janaki CGHS property due to mishandling, carelessness on the contractor's or his workmen's part will be recoverable from the contractor's bills.

15. **Liquidated damages** : In case the work is delayed beyond the specified completion period for reasons attributable to the contractor, deductions on account of Liquidated damages @ (0.5 %) half % of the contract value per week part thereof will be deducted subject to a maximum of 5% of the contract value. However, during the delayed period, Janaki CGHS also reserves the right to get some portion of work done by any other contractor at the risk and cost of the existing contractor and amount to that effect along with 10% overhead charges will be deductible from his bills/dues.

16. **Extra or substituted item-** If any extra or substituted item appears in the work, contractor shall submit its rate analysis supported with documents which shall be approved by Janaki CGHS. If required, Janaki CGHS can make its own analysis based on DSR document of CPWD or based on market rates for determining item rate and pay to contractor accordingly.

17. **Defect Liability period:** Defect liability period shall be one year from the date of completion of work. Any defect arising in this period due to contractor's fault will be rectified by him at his own cost. Failure to do so shall lead to forfeiture of security deposit.

18. **Security Deposit :** A security deposit equal to 10 % of the value of work will be deducted from Contractor's bills and shall be refunded after the completion of defect liability period of one year after ensuring successful performance of the system executed by the contractor.

19. Contractor should depute a qualified supervisor dedicated for this work, who will monitor and coordinate work from contractor's side and interact with the Janaki CGHS Engineers, responsible for supervision of work, on regular basis.

20. Contractor will take due permission for entry of all his workmen in Janaki CGHS. No unauthorised person will be allowed to work inside.

21. The contractor will arrange all necessary materials, tools, equipment, access ladders & scaffolding, measuring instruments and working consumables etc. needed for



execution of the works. Safe custody of all such material will be contractor's sole responsibility. No extra charges will be paid for the same. Watch and ward of all material till the system is taken over by Janaki CGHS shall be the sole responsibility of the contractor and pilferage etc. shall be entirely to his account.

22. During execution of work, Society Engineer can make minor changes in the scope of work as per site conditions or other reasons. Contractor will have no extra claim in his rates for the same.

23. If during the execution of works, any damage is caused to Janaki CGHS property by contractor's workers, contractor will duly make good the loss. Janaki CGHS has the right to make suitable deduction from contractor's bills along with penalty, if contractor fails to make good the loss.

24. During execution of work, the contractor should follow all standard norms of safety measures/precautions as per relevant IS codes and CPWD specifications to avoid accidents/damages to man, machines and buildings, at his own cost. Contractor will have his own arrangement to escort the labour to the nearest hospital for treatment in case any injury happens to any worker during execution of work.

25. Manpower deployed by the contractor at the site for carrying out contract works is strictly prohibited being associated with any other works on the campus.

26. No material belonging to the contractor whether consumable or non-consumable should be brought inside the Janaki CGHS campus without proper entry at the Main Gate nor any material should be taken out without proper gate pass issued by the authorized representatives of the Society.

27. During execution of the work, contractor should dispose off waste material on regular basis and should keep the area of work properly cordoned off and neat and clean as far as possible. After completion of work, contractor should clear the site completely of all unwanted and junk material before submitting his final bill.

28. Janaki CGHS will provide free water and electricity during execution of work at one point. The contractor has to make his own arrangements for supplying power and water from that point onwards as per his requirements.

29. Tender once submitted will remain with the Society and will not be returned to the bidders.

30. The Contractors shall not subcontract all or any part of the work to any person/firm under any conditions. The Contractor shall carry out all the works by himself. He



will take day to day directions from Site Engineer. The Contractor will visit the site at least every alternate day.

31. **Termination of Contract:-** The President / Managing Committee, Janaki CGHS reserve the right to terminate the contract on account of poor workmanship, failure to mobilize site within 15 days, non-compliance of specifications for the works, abnormal delay in progress of work, violation of any contract provisions by the contractor. In such case, contractor's EMD and performance security deposit deducted so far will be forfeited.

The contract can also be terminated on the request of contractor. In such cases the contractor is liable to pay Liquidated damages @ 5% of tendered value besides forfeiture of EMD & security deposit recovered so far.

32. **Disputes and Arbitration :** In case of any dispute between the parties and failing of its amicable settlement within 30 days of the notice in written sent by either party to another, the matter will be referred to the Sole Arbitrator which will be appointed by the management of the Society. The decision of the Sole Arbitrator is final and binding to both the parties. The arbitration shall be conducted in accordance with the provision of the Arbitration and Conciliation Act, 1996 or with any modification or re-enactment thereof. The remuneration of the sole arbitrator will be paid equally by both the parties. Arbitration proceedings will take place in the premises of the Society at New Delhi.

33. Tenders not complying with any of the provisions stated in this tender document are liable to be rejected. **President / Managing Committee, Janaki CGHS also reserves the right to accept or reject any or all the tenders without assigning any reason and does not bind himself to accept the lowest tender.**

**Accepted**

(Signature of bidder)

Note:- Entire NIT (except price bid) is to be attached with '**Technical bid (Part-A)**' duly signed & stamped by the bidder



## **ANNEXURE-V**

### **SPECIAL TERMS AND CONDITIONS**

1. Makes of various paints to be used by contractor will be according to the list of approved makes given. No other makes will be used by the contractor.
2. Contractor will first submit the shade cards of relevant make of paint to achieve the original look / colour of the Janaki CGHS for approval of the Managing Committee before procuring the paint in bulk.
3. No mixing will be allowed with stainer to achieve a particular colour. Contractor will procure direct colour paint of approved shade and apply directly.
4. Contractor will thoroughly clean all paint marks left here and there due to spilling and splashes of paint at no extra cost.
5. Contractor's job will also include removing of all malba and debris arising in the process of painting including washing of floor to remove stains of paint, at no extra cost.
6. No extra measurement factor will be applied for measurement of paint done on sand faced and rough cast plaster. Contractor will be paid on the basis of plain elevational area. Contractor, if he so desires can visit the site and see the actual surfaces of walls before quoting.
7. Contractor will arrange proper ladders, scaffolding and jhoolas (for painting at higher levels) at his own cost and will take all safety measures like safety belts, *Extra labour to hold ladders/Jhoolas etc.* If it is observed that work is proceeding without adequate safety precautions, work may be stopped by Janaki CGHS engineer and in such cases, contractor will be solely responsible for delay and its consequences thereof.
8. Contractor shall provide manufacturer's certificate for the material supplied at site and contractor shall bring 50 % of theoretical quantity of required painting material before start of work.



**TECHNICAL SPECIFICATIONS**

1. For external paint, Contractor will thoroughly clean and wash the existing cement painted wall surfaces before starting paint at no extra cost. Contractor's quoted rates will include scrapping the loose paint and cleaning the entire surface with wire brush/sandpaper/broom .
2. **Minor repairs (like repairing broken edges of walls, filling depressions etc.) with wall care putty) will be carried out by contractor before starting painting work, at no extra cost. Same will be accounted for in his quoted rates.**
3. Detailed technical specification for painting work with respect to materials & workmanship and mode of measurements will be as per IS codes and CPWD specifications, unless mentioned otherwise.
4. There should be proper time gaps (at least 8 hours) between primer coat or second / subsequent coats of paint to ensure drying of first coat of paint.
5. The approved quality, make & shade of paint shall be maintained by the Contractor throughout the work. The covering capacity ratio with respect to quantity of paint should be strictly adhered to by the Contractor as per specification. For any lapse / deficiency in this regard, a suitable deduction shall be made from the contractors bill.
6. All painting material to be used should be of Premium/first quality.

**LIST OF APPROVED MAKES**

(Premium / 1st quality paints to be used of the following makes)

1. Acrylic Exterior paint all weather : Asian, Berger, Nerolac
2. Synthetic enamel Paint : Asian, Berger, Nerolac
3. Acrylic emulsion paint : Asian, Berger, Nerolac
4. Primer : same as item 3
5. Adhesive (for mixing in white wash): DDL(M/S Pidlite), SDL(M/S Chemisol)
6. Wall care putty : JK, Birla



**ANNEXURE-VIII**

**AGREEMENT FOR PAINTING WORK**

(On non-judicial stamp paper of Rs. 100/-)

This Agreement for Painting Work (the "Agreement") is made and entered into on the \_\_\_\_\_ day of \_\_\_\_\_ 2096 by and between:

1. \_\_\_\_\_  
(hereinafter referred to as "the Society" which expression unless repugnant to the context or meaning hereof, shall include its successors, administrators or permitted assignees), duly represented by \_\_\_\_\_

2. \_\_\_\_\_  
\_\_\_\_\_ (hereinafter referred to as "the Contractor" which expression unless repugnant to the context or meaning hereof, shall include its successors in the business, administrators or permitted assignees), duly represented by \_\_\_\_\_.

Society and Contractor may be hereinafter referred to individually as a "Party" and collectively as the "Parties".

**WHEREAS**

- (A) The Society invited tender from the eligible bidder/contractor(s) for External & Internal Painting of the Building (hereinafter referred to as "the job") of its 8 (eight) blocks viz. Block A, Block A1, Block B, Block B1, Block C, Block C1, Block D and Block D1 as per the terms and conditions as set forth in the tender document.
- (B) The Contractor was qualified and selected to carry out the said job and accordingly, the Society awarded the job to the contractor as per the terms and conditions more particularly set out in the tender document.
- (C) The Contractor agreed to carry out the job in terms of the value as per the tender document.

NOW, THEREFORE, the Parties hereinafter enter into this Agreement under the terms as here in under



1. The Contractor agrees and accepts unconditionally all the terms and conditions of the Tender Document.
2. The Contractor agrees to take up the job for the value of Rs. \_\_\_\_\_ as more particularly set out in the tender document.
3. The Tender document including the Award of Letter which include terms and conditions, scope of the work, approved list of materials, scheduled of qualities, rates etc. and the entire Tender document has been made as part and parcel of this agreement and attached hereto.
4. The Contractor has also tendered an unconditional undertaking to the Society to take up the job.
5. The Society shall retain the original of this Agreement and Contractor shall have the copy of the Agreement.

The Parties hereto each having thoroughly read, examined and understood this Agreement and finding the same in accordance with their intentions, therefore sign hereto in the presence of witnesses.

\_\_\_\_\_

\_\_\_\_\_

By: \_\_\_\_\_

By: \_\_\_\_\_

Name: \_\_\_\_\_

Name: \_\_\_\_\_

Title: \_\_\_\_\_

Title: \_\_\_\_\_

Witness

Witness

By: \_\_\_\_\_

By: \_\_\_\_\_

Name : \_\_\_\_\_

Name \_\_\_\_\_ :



**ANNEXURE-IX**

**INDEMNITY CUM UNDERTAKING**

(To be executed on stamp paper of Rs.100/-)

I/we \_\_\_\_\_ S/o \_\_\_\_\_, r/o \_\_\_\_\_ do here by agree and undertake unconditionally to execute the External and Internal Painting work of \_\_\_\_\_ (hereinafter referred to as "the Society") as per terms & conditions contained in tender document submitted by me & also conveyed through letter of allotment vide memo no. \_\_\_\_\_ issued by the President of the Society.

I/we agree and undertake to abide by all terms & conditions contained in tender document & various other connected letters/instruction(s)/terms and conditions as contained in tender form page no. \_\_\_\_\_ to \_\_\_\_\_.

I/We do hereby indemnify the Society, its Management, Member(s), Employee(s) and Officer(s) from any and all claims or liabilities which may arise against Society, its Management, Member, Employees and Officers and bind myself/ourselves, my/our heirs, executors and administrators to pay all claims, charges, costs, damages, demands, expenses and losses which the Society, may sustain, incur or be liable for in consequences of carrying out the repair/rehabilitation/construction work by me/us. The Society shall have the absolute right to realize the said claims, charges, costs, damages, demands, expenses and losses what so ever from me/us and/or my/our heirs, executors and administrators or my/our properties as the case may be.

Name of the Contractor with address

**Verification**

Verified at New Delhi on \_\_\_\_\_ day of \_\_\_\_\_ 2019 that the above statement is true & correct to the best of my/our knowledge & belief & nothing has been concealed there from and I believe the same to be true.

DEPONENT

