



**SHREE JAGDAMBA DEVI SARVJANIK TRUST, MOHATE
Tal Pathardi Dist. Ahilyanagar (M.S)**

FIRST Call

TENDER DOCUMENT

NAME OF WORK: - PROPOSED DEVELOPMENT OF ENTRANCE
LANDSCAPE OF SHREE JAGDAMBA DEVI TEMPLE AT MOHATE-
PATHARDI, AHILYANAGAR

Last date and time of submission of tender 07.08.2026 Upto 15.00 hrs

Date and time of tender opening:- Will be intimated to Tenderer in the Office of
the Shree Jagdamba Devi Sarvajanic Trust Mohate Tal Pathardi Dist Ahilyanagar .

Tender issued to/Downloaded & Submitted By:

Certified that this document contains 31 printed pages including the cover page.

Please seal the tender document

Architect: EDEN DESIGNS AND PLANNING STUDIO
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Ca /2015/68981
B.Arch. March. (Landscape Architecture), FIIA
Fellow Member of Indian society of Landscape Architects
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Court Lane ,Ahilyanagar 414001 Contact .9922077583

SHREE JAGDAMBA DEVI SARVJANIK TRUST, MOHATE
Mohate Tal Pathardi Dist Ahilyanagar (M.S)
Phone No. 02428-232100, HelpLine – 7744920222.

(B-I) PERCENTAGE RATE TENDER & CONTRACT

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SHREE JAGDAMBA DEVI SARVJANIK TRUST, MOHATE

Tal Pathardi Dist. Ahilyanagar (M.S)
Phone No. 02428-232100, HelpLine – 7744920222.

INVITATION FOR TENDERS

DETAILED TENDER NOTICE

NAME OF WORK: - Proposed development of entrance landscape of Shree Jagdamba Devi Temple at Mohate-Pathardi, Ahilyanagar

Sealed (B-I) percentage rate tenders are invited by the Shree Jagdamba Devi Sarvajanik Trust Mohate Tal Pathardi Dist Ahilyanagar pin 414102 for the following work from approved and eligible Contractors having previous year turnover of minimum One crore and registered in appropriate class of the any Government Department, and the contractor with experience in similar

Name of work	Estimated Cost (Rupees)	Earnest Money (Rupees)	Security Deposit (Rupees)	Tender Fee	Time limit in Tender (Calendar Months)
Proposed development of entrance landscape of Shree Jagdamba Devi Temple at Mohate-Pathardi,	Rs. 7125815/- (Rupees Seventy One Lakhs, Twenty Five thousand ,Eight Hundred Fifteen only)	Rs 71258/- Rupees Seventy One thousand Two hundred Fifty Eight only)	10% of the Estimated amount or value of work done whichever is higher	Rs 10000/- (Rs. Ten Thousand only)	Two Calendar Months (Including monsoon)

type of work.

1.	Tender submission Date	Date 07.08.2026 up to 15.00 Hrs
2.	Tender Opening Date	Will be intimated to Tenderer in the Office of the Shree Jagdamba Devi Sarvajanik Trust Mohate Tal Pathardi Dist Ahilyanagar .

IMPORTANT INSTRUCTIONS TO ALL TENDERERS

All tenderers should read the following important instructions carefully before quoting Percentage rates:

1. The tenderers should read carefully & understand the **Special Conditions of the contract, Schedule of quantity** etc. attached with the tender document before quoting for the work.
2. The tenders who **have downloaded the tender document from the web** should read the important instructions & declaration given at pages no.'4' & '5' carefully before submitting the tenders.
3. The intending tenderers will quote their percentage (Above /Below) of total estimated amount of tender in Schedule A.

CONTRACTOR

Shree Jagdamba Devi Sarvajanic Trust, Mohate
Tal Pathardi Dist Ahilyanagar (M.S)

IMPORTANT INSTRUCTIONS TO TENDERERS WHO HAVE DOWNLOADED THE TENDER DOCUMENT FROM WEB

The tenderers, who have down loaded the tenders from the web, should read the following important instructions carefully before quoting the rates & submitting the tender documents: -

1. The tenderer should see carefully & ensure that the **complete tender document** including schedule of quantity as **per the index** given on page '2' has been down loaded & there are 31 **pages** in all in the tender document.
2. The printout of tender document should be taken on A4 paper only & the printer settings etc. are such that document is printed as appearing in the web & there is no change in format, number of pages etc.
3. The tenderer should ensure that **no page** in the down loaded tender document is **missing**.
4. The tenderer should ensure that all pages in the down loaded tender document are legible & **clear &** are printed on a good quality paper.
5. The tenderer should ensure that **every page** of the down-loaded tender document is **signed by tenderer with stamp (seal)**.
6. On page 1 of the down loaded tender document, the name of the tenderer should be filled by the tenderer.
7. The tenderer should ensure that the down loaded tender document is **properly bound and sealed** before submitting the same.
8. The loose / spiral bound and/or not properly sealed tenders shall be summarily **rejected**.
9. In case of any correction /addition /alteration /omission in the downloaded tender document, it shall be treated as non-responsive and shall be **rejected**.
10. The tenderer shall furnish a declaration to this effect that **no** correction /addition /alteration /omission have been made in the tender document submitted and it is identical to the tender document appearing on Web-site.
11. The tenderer should read carefully & **sign the declaration** given on the next page before submitting the tender.
12. The **cost of tender** should be submitted along with the EMD as detailed in NIT.
13. In case of any doubt in the down loaded tender, the same should be got clarified from the O/o Shree Jagdamba Devi Sarvanana Trust, Mohate Tal Pathadi Dist. Ahilyanagar, before submitting the tender.

CONTRACTOR

(SIGN WITH SEAL)

DECLARATION

(TO BE GIVEN BY THE TENDERERS WHO HAVE DOWNLOADED THE TENDER DOCUMENT FROM THE WEB)

It is to certify that

- 1) I / We have submitted the tender in the proforma as downloaded **directly from the website & there is no change in format, number of pages etc.**
- 2) I / We have submitted tender document which **is same / identical** as available on the website.
- 3) I / We have **not made any correction /addition /alteration /omission etc** in the tender document downloaded from web 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 me /us are **clear & legible**.
- 5) I / We have **signed (with stamp) all the pages** of the tender document before submitting the same.
- 6) I / We have sealed the tender document properly before submitting the same.
- 7) I / We have submitted the **cost of tender** along with the EMD as prescribed.
- 8) I have read carefully & understood "Important instructions to all tenderers" & "Important instructions to tenderers who have downloaded the tender document from the web".
- 9) In case at any stage later, it is found that, there is difference in my /our downloaded tender document from the original, Shree.Jagdamba Devi Sarvajanik Trust Mohate Tal Pathardi Dist Ahilyanagar (M.S) shall have the absolute right to take any action as deemed fit without any prior intimation to me / us. In case at any stage later, it is found that, there is difference in my /our downloaded tender document from the original, the tender / work will be cancelled and Earnest Money/ Security Deposit will be forfeited. The Shree Jagdamba Devi Sarvajanik Trust Mohate Tal Pathardi Dist Ahilyanagar (M.S)
- 10) Will not pay any damages to me / us on this account. In case at any stage later, it is found that there is difference in my /our downloaded tender document from the original, I / We may also be debarred for further participation in the tenders in the concerned Shree.Jagdamba Devi Sarvajanik Trust Mohate Tal Pathardi Dist Ahilyanagar (M.S)

Dated

(CONTRACTOR)
(SIGN WITH SEAL)

SHREE JAGDAMBA DEVI SARVJANIK TRUST, MOHATE
Tal Pathardi Dist. Ahilyanagar (M.S)

NOTICE INVITING TENDER

No. 87/16 dt. 15.07.2026

1. Shree Jagdamba Devi Sarvajanik Trust Mohate Tal Pathardi Dist Ahilyanagar pin 414102 invites sealed **(B-I) Percentage rated** tenders from approved and eligible contractors having previous year turnover of minimum One crore and registered with Public works organization like CPWD, State PWD (B&R), DOP, MES, RAILWAYS in appropriate class and the contractor with experience in similar type of work up to 15.00 hrs on **07/08/2026** for the following work

Name of work: Proposed development of entrance landscape of Shree Jagdamba Devi Temple at Mohate-Pathardi

- 1.1 **Earnest Money Deposit:- Rs 71258/- Rupees Seventy One thousand Two hundre Fifty Eight only**

(Payable in the manner described in para 7 (i) below)

The work is estimated to Cost:- Rs. 7125815/- (Rupees Seventy One Lakhs, Twenty Five thousand ,Eight Hundred Fifteen only)

- 1.2 Tenders will be issued to eligible contractors / contractor with experience in similar type of works provided they produce proof of their valid enlistment with the appropriate authority and **having previous year turnover of minimum One crore** and Subject to above eligible condition; tender will be issued only on receipt of application from a registered contractors of appropriate class and the contractor with experience in similar type of work
- 2.0 Conditions and tender forms (non transferable) can be purchased on applications from O/o Shree Jagdamba Devi Trust Sarvajanik Trust Mohate Tal Pathardi Dist Ahilyanagar (M.S) on payment of **Rs.800/- (Eight Hundred only)** per set (non refundable) in cash / e-commerce payment system or by Pay Order in favour of "Shree Jagdamba Devi Sarvajanik Trust Mohate Tal Pathardi " as cost of tender (Non refundable) upto 17.00 hrs from **01.08.2026 to 07.08.2026** on all days. The account details of Shree Jagdamba Devi Trust Sarvajanik Trust Mohate Tal Pathardi **.Account No 36705343022 ISFC Code SBIN0001307 , Bank name : Sate Bank of India . Branch: Pathardi.**
- 3.0 Agreement shall be drawn with the successful Tenderer on prescribed Forms. Tenderer shall quote his **percentage** rates as per various terms and conditions of the said form, (In case" Tender Documents" are downloaded from the Website in which rates are to be quoted should be properly bound and sealed) which will form part of the agreement.
- 4.0 The time allowed for carrying out the work will be **Two and half Months** from the **7th (Seventh) day** after the date of issue of letter of award of work, or, from the first day of handing over of the site, whichever is later, indicated in the Tender Document.
- 5.0 The site for the work is available OR the site for the work shall be made available in parts /phases.
- 6.0 The last date of submission and opening of tender will be as follows:
- (i) Last date of submission of tender **07.08.2026** up to 15.00 hours.
 - (ii) Date of opening of tender will be intimated to Tenderer in the Office of the Shree Jagdamba Devi Sarvajanik Trust Mohate Tal Pathardi Dist Ahilyanagar .

7.0 Tender documents consisting of plans, specifications, the schedule of quantities of the various classes of work to be done and the set of terms and conditions of the contract to be complied with by the Contractor, whose tender may be accepted and other necessary documents can be seen in the office of the Shree Jagdamba Devi Trust Sarvajanik Trust Mohate Tal Pathardi Dist Ahilyanagar (M.S) between 11.00 hours. & 16.00 hours from **01/08/2026 to 07/08/2026** every day. Tender documents will be issued from this office, during the hours specified above on payment of **Rs.10000/- (Rupees Ten thousand only)** as cost of tender (Non refundable)

- 1.2 (i) **The tender shall be accompanied by Earnest money of Rs 71258/- Rupees Seventy One thousand Two hundred Fifty Eight only**
in the form of e-commerce payment system ,Banker's cheque /deposit at call receipt of a scheduled bank / fixed deposit receipt of a scheduled bank / Demand draft of a Scheduled Bank issued in favour of Shree Jagdamba Devi Trust Sarvajanik Trust Mohate Tal Pathardi Dist Ahilyanagar (M.S) . The account details of **Shree Jagdamba Devi Trust Sarvajanik Trust Mohate Tal Pathardi .Account No 36705343022 ISFC Code SBIN0001307 , Bank name : Sate Bank of India . Branch: Pathardi.**
- (ii) The tender papers shall not be issued by post. **The "Cost of tender" and " Earnest money" should be submitted through separate instruments.**

8.0 Tenders, which should always be placed in sealed envelope, in the manner detailed at para 9 below, will be received by the Shree Jagdamba Devi Trust Sarvajanik Trust Mohate Tal Pathardi Dist Ahilyanagar (M.S) upto **15.00 Hrs. on 07.08.2026** and will be opened by the committee members of Shree Jagdamba Devi Trust Sarvajanik Trust Mohate Tal Pathardi Dist Ahilyanagar(M.S) at Trust office Mohate will be intimated to Tenderer in the Office of the Shree Jagdamba Devi Sarvajanik Trust Mohate Tal Pathardi Dist Ahilyanagar . After opening the main envelope 3, the envelope 1 containing the Earnest Money along with the cost of the tender as applicable and eligibility credentials shall be opened first. The envelope 2 containing tender shall be opened only for those tenderers whose Earnest Money, cost of tender and eligibility is found in order. The unopened tenders shall be returned to the tenderers after the final decision on the tender is reached.

9.0 **Submission of tender:** -Tender shall be submitted in following manner:

- 9.1 In case the tender document is down loaded from www.ShreeMohatedevi.org website
- 9.1.1 "Earnest money plus cost of Tender and eligibility credentials, financial turnover " shall be placed in sealed envelope-1. marked "Earnest money plus cost of Tender and eligibility credentials".
- 9.1.2 The "Tender" shall be placed in sealed envelope-2 and will be superscripted as "Tender"
- 9.1.3 The sealed envelope no. 1,& 2 as above containing "Earnest money plus cost of Tender, Eligibility Credentials", and the "Tender" shall be placed in another sealed envelope -3.
- 9.1.4 All the three envelopes shall be superscripted with following data on it.
- (i) Name of work
 - (ii) Name of tenderer
 - (iii) Last date of receipt of tender
- 9.2 In case tender document is purchased from **Office of the Shree Jagdamba Devi Trust Sarvajanik Mohate Tal Pathardi Dist Ahilyanagar (M.S)**
- 9.2.1 **Earnest Money Deposit in required format or proof of payment of EMD** and copies of documents showing eligibility credentials to be placed in sealed envelope no. 1
- 9.2.2 : Envelope no. 2 will be as per Para 9.1.2.
- 9.2.3: The sealed envelopes1&2 shall be placed in another sealed envelope no3
- 9.2.4 : same as 9.1.4

Note: In case the eligibility credentials are not found in order at any stage i.e. before award of work or during execution of the work, action under the contract or existing law.

- 9.3** The tender in which percentage rates are to be quoted should be properly bound and sealed (**wax sealed /adhesive tape sealed**). Loose/spiral bound submission (in case the tender is downloaded from website) shall be rejected out rightly. In case of any correction/addition/ alteration/ omission in tender document vis-à-vis tender document available on website shall be treated as non-responsive and shall be summarily rejected.
- 9.3.1** The tenders submitted in the following manner shall be considered as not properly bound and sealed.
- Loose/ Spiral bound tender.
 - Stapled tenders without wax seal or without PVC tape.
 - Tender schedule tied with thread / tag without wax seal or without PVC tape.
- 9.3.2** In all such cases of tender schedules not properly bound and sealed, the rates of the tenderer shall not disclose and following procedure shall be adopted.
- Such tenders shall be stapled immediately on all four sides in the presence of other tenderers and committee members present at the time of opening of tender, with certificate on the front page of the tender as well as in tender opening register by tender opening committee members and by tenderers present, that rates were not disclosed due to reasons of either of (a) to (c) in Para 9.3.1 and again kept in the envelop.
 - The above schedule with envelop shall be returned to the tenderer after the decision on the tender is taken by the competent authority.
- 10.0.1** Tenderers are advised to inspect and examine the site and its surroundings and satisfy themselves before submitting their tenders as to the nature of the site. The means of access to the site, the accommodation they may require and in general, shall themselves obtain all necessary information as to risks, contingencies and other circumstances which may influence or affect their tender. 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. The tenderer shall be responsible for arranging and maintaining at his own cost all materials tools & plants, water, electricity, access facilities for workers and on all other services required for executing the work including payments of royalties , cess, all taxes , rents ,wages etc,Shree Jagdamba Devi Trust Sarvajanik Mohate Tal Pathardi Dist Ahilyanagar (M.S) will not entertain any claim whatsoever in respect of the same. Submission of 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 specifications of the work to be done. The local conditions and other factors having a bearing on the execution of the work.
- 11.0** The Shree Jagdamba Devi Trust Sarvajanik Mohate Tal Pathardi Dist Ahilyanagar (M.S) does not bind itself to accept the lowest or any other tender, and reserves to itself the authority to reject any or all of the tenders received without the assignment of a reason. All tenders, in which any of the prescribed conditions is not fulfilled or any condition including that of conditional rebate is put forth by the tenderer, shall be summarily rejected.
- 12.0** Canvassing whether directly or indirectly, in connection with tenders is strictly prohibited and the tenders submitted by the contractors who resort to canvassing will be liable to rejection.
- 13.0** The competent authority on behalf of the Shree Jagdamba Devi Trust Sarvajanik Mohate Tal Pathardi Dist Ahilyanagar (M.S) reserves with itself the right of accepting the whole or any part of the tender and the tenderer shall be bound to perform the same at the percentage rate quoted.
- The certificate in case of Proprietorship Firm shall be given by the proprietor; for Partnership Firm certificate shall be given by all partners and in case of Limited Company, by all Directors of the company.
- 14.0** Any breach of these conditions by the Company or Firm or any other person, the tender/work will be cancelled and Earnest Money/ Security Deposit will be forfeited at any stage, whenever it is so noticed. Shree Jagdamba Devi Trust Sarvajanik Mohate Tal Pathardi Dist Ahilyanagar (M.S) will not pay any damages to the company or Firm or the concerned person but damages arising on account of such cancellation to be borne by the contractor.

- 15.0 The tender for the work shall remain open for acceptance for a period of **15 (Fifteen)** days from the date of opening of the tenders. If any tenderer withdraws his tender before the said period or issue of letter of acceptance / intent, whichever is earlier, or, makes any modifications in the terms and conditions of the tender which are not acceptable to the Shree Jagdamba Devi Trust Sarvajanik Mohate Tal Pathardi Dist Ahilyanagar (M.S) ,then the Shree Jagdamba Devi Trust Sarvajanik Mohate Tal Pathardi Dist Ahilyanagar (M.S) shall, without prejudice to any other right or remedy, be at liberty to forfeit 50% of the said earnest money as aforesaid.
- 16.0 -----NA-----
- 17.0 This Notice Inviting Tender shall form a part of the Contract Document. In accordance with clause 1 of the contract, the letter of acceptance shall be issued first in favour of the successful Tenderer / Contractor. After submission of the performance guarantee (If required) , the letter of award shall be issued. The contract shall be deemed to have come into effect on issue of letter of acceptance of the tender. On issue of letter of award, the successful Tenderer/ Contractor shall, within 7 days from such date, formally sign the agreement consisting of:
- a) The Notice Inviting Tender, all the documents including additional conditions, specifications and drawings, if any, forming part of the tender, and, as issued at the time of invitation of tender and acceptance thereof together with any correspondence leading thereto.
 - a) Agreement signed on non-judicial stamp paper as per Performa annexed to the tender document.
- 18.0 Payment to the contractors shall be made through e-payment system like ECS & NEFT as detailed below: -
- (a) In cities /areas where ECS/NEFT facility is provided by Banks, the tenderer must have Account in such ECS/NEFT facility providing Banks and that Bank A/c No shall be quoted in the tender by the tenderer.
 - (b) The cost of ECS/NEFT will be borne by Shree Jagdamba Devi Trust Sarvajanik Mohate Tal Pathardi Dist Ahilyanagar (M.S) in all cases where the payment to contractor is made in a local Branch i.e. tenderer is having bank account in the same place from where the payment is made by Shree Jagdamba Devi Trust Sarvajanik Mohate Tal Pathardi Dist Ahilyanagars (M.S)
 - (c) In case payment is made to outside branch i.e. tenderer is having bank account not in the same place from where the payment is made by Shree Jagdamba Devi Trust Sarvajanik Mohate Tal Pathardi Dist Ahilyanagar (M.S), the crediting cost will have to be borne by the tenderer only.
- Note:-** Though the provision of e-payment (as above) has been made, however the payment through cheque shall also be made.
- 19.0 First running account bill shall be paid only after
- (a) Signing of the Agreement /Contract by both the parties, and
 - (b) Progress chart has been prepared as required under Clause 5 and approved by the competent authority.
- 20.0 General conditions of contract for works available in Office of Shree Jagdamba Devi Trust Sarvajanik Mohate Tal Pathardi Dist Ahilyanagar (M.S) also available on website www.ShreeMohatedevi.org
- 21.0 The tenderer shall furnish a declaration to this effect (In case of downloaded tender) that no addition /deletion /correction have been made in the tender document submitted and it is identical to the tender document appearing on website or issued from Office of Shree Jagdamba Devi Trust Sarvajanik Mohate Tal Pathardi Dist Ahilyanagar (M.S). Every page of down loaded tender shall be signed by the tenderer with stamp (seal) of his firm / organization.

22.0 Condition for GST/ EPF

- 22.1 The contractor shall invariably furnish GST registration or undertaking that contractor is not liable for registration under GST Act, while submitting the tender & EPF /ESIC / BOCW registration certificate at the time of entering into agreement.
- 22.2 -----NA-----
- 22.3 The contractor shall also furnish self attested copy of PAN card
- 22.4 The contractor shall submit to Shree Jagdamba Devi Sarvajanik Trust , Mohate Tal Pathardi Dist Ahilyanagar (M.S) an invoice / challan as a proof of making payment towards GST to GST department along with every RA bill/ final bill.
- 22.5 The invoice raised by contractor shall be serially numbered and shall contain the following, namely :
- I. The name, address and the registration number of contractor;
 - II. The name and address of the person receiving taxable service.
 - iii. Description, classification and value of taxable service provided or to be provided; and the GST Payable thereon.
- 22.6 **GST:** The **percentage** rates quoted by the contractor shall be **inclusive of his GST** liability. The contractor, as service provider, shall be fully responsible for any default on the part of contractor. Any further amendment notified by GOI in GST rules during the currency of agreement shall also be applicable without any separate notice. If any terms and conditions under General Rules and Directions are in contravention to terms and conditions as above, the terms and conditions as above shall prevail.
23. The tenders with any conditions including that of conditional rebates shall be rejected forthwith. However the tenderers may quote un-conditional rebates.
24. In case of difference between downloaded tender document and model tender document kept in the O/o Shree Jagdamba Devi Sarvajanik Trust , Mohate Tal Pathardi Dist Ahilyanagar (M.S), the later shall be treated as correct. The tenderers may be seen compare the downloaded tender documents from the model tender document kept in the O/o Shree Jagdamba Devi Sarvajanik Trust , Mohate Tal Pathardi Dist Ahilyanagar (M.S), for its correctness. No claim shall be entertained on this ground.

Signature and name

For & on behalf

Shree Jagdamba Devi Sarvajanik Trust , Mohate Tal Pathardi
Dist Ahilyanagar (M.S)

GENERAL RULES AND DIRECTIONS

1. In the event of the tender being submitted by a firm, it must be signed separately by each Partner thereof or by the partner(s) as specified in the partnership deed or by the person holding a power of attorney authorizing him to do so, such power of attorney to be produced with the tender, and it must disclose that the firm is duly registered under the Indian Partnership Act, 1932.
2. Receipts for payment made on account of work, when executed by a firm, must also be signed by all the partner(s) or by the partner(s) as specified in the Partnership Deed by the person holding a power of attorney authorizing him to give effectual receipts for the firm.
3. Any person who submits a tender shall fill up the usual printed form, stating at what percentage rate he is willing to undertake each item of the work. Tenders which propose any alteration in the work specified in the said form of invitation to tender, or in the time allowed for carrying out the work, or which contain any other condition of any sort including conditional rebates, will be summarily rejected. The percentage rate must be quoted in decimal coinage. Amount(s) must be quoted in full rupees by ignoring fifty paise and less, and, considering more than fifty paise as rupee one.
4. The percentage (Above/Below) and total amount with quoted percentage of estimated cost quoted by the contractor in figures and words shall be accurately filled in, so that there is no discrepancy in the percentage and total amount written in figures and words. If the total amount with quoted percentage is not worked out by the contractor or it does not correspond with the percentage (above/Below) of estimated cost written either in figures or in words then the percentage quoted by the contractor in words shall be taken as correct.
5. In the event of no percentage nor total quoted amount has been quoted then at par (0.00) percentage of such tender will be considered and work will be required to be executed accordingly. If percentage without (above /below) quoted with total amount ,then the total amount in words shall be taken as correct. In case of discrepancies in figures and words , the amount in words shall be taken as correct.
6. In case of only percentage is written without words (above or below) the tender is liable to be disqualified and rejected. In case of any tender with the quoted percentage appears unrealistic, and in case the tenderer is unable to provide satisfactory explanation such a tender is liable to be disqualified and rejected.
7. Percentage (Above /Below) shall be quoted in Schedule "A" in the tender form. The total amount should be written both in figures and in words. In case of figures, the word Rs. should be written before the figure of Rs. and in case of words, the word, 'Rupees' should precede. Unless the amount is in whole rupees and followed by the word 'only' it should invariably be up to two decimal places. While quoting the percentage , the word 'only' should be written closely following in words and it should not be written in the next line.
8. On acceptance of the tender, the name of the accredited representative(s) of the contractor, who would be responsible for taking instructions from the authorised representative of Trust., shall be communicated in writing to the Shree Jagdamba Devi Trust Sarvajanik Mohate Tal Pathardi Dist Ahilyanagar (M.S).
9. The contractor shall submit list of works which are in hand (progress) in the following form:-

Name of Work	Name and Particulars of Institutions where work is being executed	Value of Work In Rs.	Position of Work in progress	Remarks
1	2	3	4	5

SHREE JAGDAMBA DEVI SARVJANIK TRUST, MOHATE
Tal Pathardi Dist Ahilyanagar (M.S)

(B-I) Percentage Rate Tender & Contract for Works

Tender for the work of: Proposed development of entrance landscape of Shree Jagdamba Devi Temple at Mohate-Pathardi

- i) To be submitted by -15.00 Hrs. **on 07.08.2026** to O/o Shree Jagdamba Devi Sarvajanik Trust , Mohate Tal Pathardi Dist Ahilyanagar (M.S)
- ii) To be opened in presence of tenderers who may be present in the Office of the Shree Jagdamba Devi Sarvajanik Trust Mohate Tal Pathardi Dist Ahilyanagar (M.S), for tender opening will be intimated .

Issued to:

(Contractor)

Signature of officer issuing the documents:

Designation:

Shree Jagdamba Devi Trust
Sarvajanik Mohate Tal Pathardi
Dist. Ahilyanagar (M.S)

Date of Issue: _____

UNDERTAKING

I/We have read and examined notice inviting tender, schedule, A, B, C, D, E & F. specifications applicable, General Rules and Directions, Conditions of Contract, Clauses of Contract, Special conditions, Schedule of Rate & other documents and Rules referred to in the Conditions of Contract and all other contents in the tender document for the work.

I/We hereby tender for the execution of the work specified for the Shree Jagdamba Devi Sarvajanik Trust , Mohate Tal Pathardi Dist Ahilyanagar (M.S) within the time specified in schedule 'F', viz., schedule of quantities and in accordance in all respects with the specifications and instructions in writing referred to in Rule-1 of General Rules and Directions and in Clause 11 of the Conditions of the contract and with such materials as are provided for, by and in respect in accordance with, such conditions so far as applicable.

I /We agree to keep the tender open for 15 (Fifteen) **days** from the due date of submission thereof and not to make any modifications in its terms and conditions. If I/ We withdraw my/ our tender before the said period or issue of letter of acceptance/intent, whichever is earlier, or, make any modifications in the terms and conditions of the tender which are not acceptable to the Shree Jagdamba Devi Sarvajanik Trust , Mohate Tal Pathardi Dist Ahilyanagar (M.S) , then the Shree Jagdamba Devi Sarvajanik Trust , Mohate Tal Pathardi Dist Ahilyanagar (M.S),shall, without prejudice to any other right or remedy, be at liberty to forfeit 50% of the said earnest money as aforesaid.

- 1.3 A sum of **Rs 71258/- Rupees Seventy One thousand Two hundre Fiffy Eight only** has been deposited in prescribed manner as earnest money. If I /We fail to commence the work within specified time period , I/We agree that the Shree Jagdamba Devi Sarvajanik Trust , Mohate Tal Pathardi Dist Ahilyanagar (M.S),shall without prejudice to any other right or remedy, be at liberty to forfeit the said earnest money absolutely. Otherwise the said earnest money shall be retained by Shree Jagdamba Devi Sarvajanik Trust , Mohate Tal Pathardi Dist Ahilyanagar (M.S) ,towards Security Deposit to execute all the works referred to in the tender documents upon the terms and conditions contained or referred to therein and carry out such deviations as may be ordered, upto maximum of the percentage mentioned in Schedule 'F' and those in excess of that limit at the rates to be determined in accordance with the provision contained in Clause 12.2 and 12.3 of the tender form.

I/We hereby intimate that for receiving payments I/we have an account in _____ Bank with account No. _____ where the ECS/NEFT facility of e-payment is available.

I/We hereby declare that I/We shall treat the tender documents and other records connected with the work as secret /confidential documents and shall not communicate information derived therefrom 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.

I/We agree that should I/We fail to commence the work specified in the above memorandum, an amount equal to the amount of the earnest money mentioned in the form of invitation of tender shall be absolutely forfeited to the Shree Jagdamba Devi Sarvajanik Trust , Mohate Tal Pathardi Dist Ahilyanagar (M.S) ,and the same may be recovered without prejudice to any right or remedy available in law out of the deposit in so far as the same may extend in terms of the said bond and in the event of deficiency out of any other money due to me /us under this contract or otherwise.

" I/we agree that this contract is subject to jurisdiction of Court at Pathardi only." (Where the NIT/Tender has been issued)

The information in respect of works in hand is as per pro-forma enclosed.

Dated: _____

Witness:

(_____)

Address:

Signature of Contractor

Occupation:

Postal Address:

ACCEPTANCE

The above tender as modified by you (Contractor) and as provided in the letters mentioned hereunder, is accepted by Shree Jagdamba Devi Sarvajanic Trust , Mohate Tal Pathardi Dist Ahilyanagar (M.S) ,for a sum of Rs Rupees.

The letters referred to below shall form part of this Contract Agreement: -

(a)

(b)

(c)

Dated

Signature -

Name

Shree Jagdamba Devi Trust
Sarvajanic Mohate Tal
Pathardi Dist Ahilyanagar

PROFORMA OF SCHEDULES

(Operative Schedules to be supplied separately to each of the intending Tenderer)

For the work: Proposed development of entrance landscape of Shree Jagdamba Devi Temple at Mohate-Pathardi

SCHEDULE 'A'

Schedule of quantities of items of work (Please refer enclosed sheets)

Contractor shall fill up and tender his **percentage (Above/Below) in words and in figures** legibly for total estimated amount of work only in this schedule 'A' and not anywhere else.

SCHEDULE 'B'

Schedule of Materials to be issued to the contractor

Sl. No.	Description of Items.	Quantity	Rates in figures & words at which the materials will be charged from the contractor	Place of issue
1	2	3	4	5
Nil (All materials to be arranged by the Contractor)				

Note:-

- (i) No any construction material will be supplied by Shree Jagdamba Devi Sarvajanic Trust , Mohate Tal Pathardi Dist Ahilyanagar (M.S) to the Contractor.
- (ii) Cement, sand , Sand stone flooring and cladding and other construction materials and conforming to relevant specifications shall have to be arranged and procured by the Contractor at his own cost including all taxes , royalties, cess , wages , rents as per conditions of NIT.
- (iii) Cement sand and other construction materials as per following specifications and brand and manufacture and also other available brands ,if approved by architect / authorized representative of Shree Jagdamba Devi Sarvajanic Trust , Mohate Tal Pathardi Dist Ahilyanagar (M.S), shall be arranged and procured by contractor as per conditions applicable:

Cement: 43 Grade Ordinary Portland Cement conforming to IS:8112, and /or PPC Confirming to IS: 1489 manufactured by Ultratech, ACC, Ambuja, Birla etc. or brands approved by engineer in charge.

Reinforcement steel :- Polad, Kalika , Rajuri or any approved by Engineer In charge.

Structural steel :- Any secondary steel of ISI mark of approved manufacturer .

Cement : 43/53 grade OPC/PPC Ultratek, Ambuja , Birla ,ACC make

Bricks : Well burnt clay bricks of approved approved size and source with class designation 3.5

Hume pipes : Centrifugally casted pipes of approved manufacturer.

SCHEDULE `C`**Tools and Plants to be hired to the contractor**

Sl. No.	Description of Item	Hire charges per day	Place of issue
1	2	3	4
DELETED			

Note: - All tools and plants required for execution of the work shall have to be arranged by the Contractor at his own risk and cost.

SCHEDULE `D`**Extra schedule for specific requirements /documents for the work. If any.**

Note:- Extra schedule for specific requirements / documents for the work, if any: Please refer Additional and Special Conditions of Contract and Additional Specifications enclosed herewith

SCHEDULE `E`: Cancelled**SCHEDULE `F`****Reference to General Conditions of Contract**

Name of Work:	: Proposed development of entrance landscape of Shree Jagdamba Devi Temple at Mohate-Pathardi .
Estimated Cost of Work:	Rs. 7125815/- (Rupees Seventy One Lakhs, Twenty Five thousand ,Eight Hundred Fifteen only)
Earnest Money:	:- Rs 71258/- Rupees Seventy One thousand Two hundre Fifty Eight only
Security Deposit:	Ten Percent of the (10%)of the Estimated amount or value of work done whichever is higher

GENERAL RULES AND DIRECTIONS

Maximum percentage for quantity of items of work to be executed beyond which rates are to be determined in accordance with Clause 12.2 & 12.3

50 (Fifty) Percent, also some items may not be executed as per site requirement .

Definitions**See below****2(i) Architect / Engineer-in charge**

Authorised by Shree Jagdamba Devi Sarvajanik Trust , Mohate Tal Pathardi Dist Ahilyanagar (M.S).

2(ii) Accepting Authority

Shree Jagdamba Devi Sarvajanik Trust , Mohate Tal Pathardi Dist Ahilyanagar (M.S).

2(iii)	Percentage on cost of materials and labour to cover all overheads and profit	15 % (Fifteen Percent)
2(iv)	Standard Schedule of Rates	CPWD DELHI SCHEDULE OF RATES – 2023 enhanced by 5% and GST correction factor 0.973 as per Correction Slips issued, and Local Market Rates
2(v)	Time allowed for execution of work.	Two Calender Months (Including Mansoon)
(vi)	Authority to give fair and reasonable extension of time for completion of work.	Shree Jagdamba Devi Sarvajanik Trust , Mohate Tal Pathardi Dist Ahilyanagar (M.S)
Clause 6A	Measurements of work done	Computerized Measurement Book/ Handwritten measurements books can be used for record and payment .
Clause 7	Gross value of work to be done together with net payment/ adjustment of advances for materials collected, if any, since the last such payment for being eligible to interim payment.	Rs. 10,00,000/- or value of work done whichever is less. The contractor shall not be entitled to claim any compensation / interest from Government on account of delay in payment of R.A. Bills / Final Bill due to paucity of funds. The contractor shall submit the undertaking in this regards on Rs. 100/- Stamp Paper.
Clause 11	Specification to be followed for execution of work.	CPWD Specification 2019 Vol I & II Including Correction Slips issued and revised till the Date of Opening of Tend
Clause 12		
12.2& 12.3	Limit for value of any item of any individual trade beyond which clauses 12.2.& 12.3 shall apply	+ 50% (Plus Fifty %) also <u>some items may not be executed as per site requirement .</u>
Clause 36i)	General guideline for fixing requirement of technical staff and rate of recovery in case of non-compliance, for a work, shall be as per the following : Rate at which recovery shall be made from the contractor in the event of not fulfilling provision of clause 36(i)	One Number Graduate Civil Engineer (with minimum 2 years' Experience) or Diploma Civil Engineer (with Minimum 5 years' Experience). Designation as Principal Technical Representative Rs. 40,000.00 per month. (Rupees Fourty thousand per month).

PROFORMA FOR AGREEMENT

(ON NON-JUDICIAL STAMP PAPER OF APPROPRIATE VALUE)

CONTRACT AGREEMENT FOR THE WORK OF _____
 DATED _____ Between M/s. _____ (refer note) in the town of _____ herein after called the contractor (which term shall unless excluded by or repugnant to be subject or context include its successors and permitted assigns) of the one part and Shree Jagdamba Devi Sarvajanik Trust , Mohate Tal Pathardi Dist Ahilyanagar (M.S) (which term shall unless excluded by or repugnant to the subject or context include its successes and assigns) of the other part.

WHEREAS

- a) The Shree Jagdamba Devi Sarvajanik Trust , Mohate Tal Pathardi Dist Ahilyanagar (M.S) is desirous that the work of **Proposed development of entrance landscape of Shree Jagdamba Devi Temple at Mohate-Pathardi** should be executed as mentioned, enumerated or referred to in the tender including Press Notice Inviting Tender, General Conditions of the Contract, Special conditions of the contract, Specifications, Time Schedule of completion of jobs, Schedule of Quantities and Rates, Agreed Variations, other documents, has called for Tender.
- b) The contractor has inspected the site and surroundings of the work specified in the tender documents and has satisfied himself by carefully examination before submitting his tender as to the nature of the of surface, strata, soil, subsoil and grounds, the form and nature of the site and local conditions, the quantities, nature and magnitude of the work, the availability of labour and materials necessary for the execution of work, the means of access to site, the supply of power and water thereto and the accommodation he may require and has made local and independent enquiries and obtained complete information as to the matters and things referred to or implied in the tender documents or having any connection therewith and has considered the nature and extent of all the probable and possible situations, delays, hindrances or interferences to or with the execution and completion of the work to be carried out under the contract, and has examined and considered all other matters, conditions and things and probable and possible contingencies, and generally all matters incidental thereto and ancillary thereof affecting the execution and completion of the work and which might have influenced him in making his tender.
- c) The tender documents including Press Notice Inviting Tender, General conditions of Contract, Special Conditions of Contract, Schedule of Quantities and Rates, General obligations, Specifications, Drawings, Plan, Time Schedule for completion of work, Letter of Acceptance of tender and any statement of agreed variations with its enclosures copies of which are hereto annexed form part of this contract though separately set out herein and are included in the expression Contract wherever herein used.

AND WHEREAS

The **Shree Jagdamba Devi Sarvajanik Trust , Mohate Tal Pathardi Dist Ahilyanagar (M.S)** accepted the tender of _____ (refer note _____) (Contractor) for the work of _____ at _____ and conveyed vide letter No. _____ dated _____ at the rates stated in the Schedule of quantities for the work and accepted by the **Shree Jagdamba Devi Sarvajanik Trust , Mohate Tal Pathardi Dist Ahilyanagar (M.S)** (hereinafter called the Schedule of Rates) upon the terms and subject to the conditions of the contract.

NOW THIS AGREEMENT WITNESSTH & IT IS HEREBY AGREED AND DECLARED AS FOLLOWS

1. In consideration of the payment to be made to the contract for the work to be executed by him, the contractor hereby convenient with the Shree Jagdamba Devi Sarvajanik Trust , Mohate Tal Pathardi Dist Ahilyanagar (M.S) that the contractor shall and will duly provide, execute, complete and maintain the said work and shall do and perform all other acts and things in the contract mentioned or described or which are to be implied and there-from or may be reasonably necessary for the completion of the said works and at the said times and in the manner and subject to the terms and conditions or stipulations mentioned in the contract, AND
2. In consideration of the due provisions execution, completion and maintenance of the said work, the Shree Jagdamba Devi Sarvajanik Trust , Mohate Tal Pathardi Dist Ahilyanagar (M.S) does hereby agree with the contractor that the Shree Jagdamba Devi Sarvajanik Trust , Mohate Tal Pathardi Dist Ahilyanagar (M.S) will pay to contractor the respective amounts for the work actually done by him and approved by the Shree Jagdamba Devi Sarvajanik Trust , Mohate Tal Pathardi Dist Ahilyanagar (M.S) at the Schedule of Rates and such other sum payable to the contractor under provision of the contract, such payment to be made at such time in such manner as prescribed for in the contract.
3. "The contract is subject to the jurisdiction of Court at Pathardi Dist Ahilyanagar only." (Where the NIT/Tender has been issued)

It is specifically and distinctly understood and agreed between the Shree Jagdamba Devi Trust Sarvajanik Mohate Tal Pathardi Dist Ahilyanagar (M.S) and the contractor that the contractor shall have no right, title or interest in the site made available by the Shree Jagdamba Devi Sarvajanik Trust , Mohate Tal Pathardi Dist Ahilyanagar (M.S) for execution of the works or in the building, Structures or works executed on the said site by the contractor or in the goods, articles, materials, etc., brought on the said site (unless the same specifically belongs to the contractor) and the contractor shall not have or deemed to have any lien whatsoever charge for unpaid bills will not be entitled to assume or retain possession or control of the site or structures and the Shree Jagdamba Devi Sarvajanik Trust , Mohate Tal Pathardi Dist Ahilyanagar (M.S) shall have an absolute and unfettered right to take full possession of site and to remove the contractor, their servants, agents and materials belonging to the contractor and lying on the site.

In Witness whereof the parties hereto have here-into set their respective hands and seals in the day and the year first above written.

Signed and delivered for and on behalf
of Shree Jagdamba Devi Trust Mohate
Sarvajanik Tal Pathardi Dist Ahilyanagar (M.S)

Signature and delivered for and on
behalf of the contractor

(hree Jagdamba Devi Trust Mohate
Sarvajanik Tal Pathardi Dist Ahilyanagar (M.S.)

(Contractor)

OFFICIAL ADDRESS

Date
Place

Date
Place

IN PRESENCE OF TWO WITNESS

SIGNATURE
NAME -----
SIGNATURE
NAME -----

SIGNATURE
NAME-----
SIGNATURE
NAME-----

For Proprietary Concern

Shrees/o..... r/o.....
 carrying on business under the name and style of.....at.....
 (hereinafter called the said Contractor which expression shall unless the context requires
 otherwise include his heirs, executors, administrators and legal representatives).

For Partnership Concern

M/s..... a partnership firm having its
 registered office at(hereinafter called the said Contractor
 which expression shall unless the context requires otherwise include his heirs, executors,
 administrators and legal representatives). The partners of the firms are:

- i) Shree.....s/o..... ,
 And
- ii) Shree.....s/o.....etc.

For Companies

M/s a company duly incorporated under the Indian
 Companies Act, 1956 and having its registered office atin the State of
(hereinafter called the said Contractor which expression shall unless the
 context requires otherwise include its successors and assign).

Additional Condition for GST / EPF

The contractor shall invariably furnish GST & EPF registration certificate or undertaking that contractor is not liable for registration under GST Act, while submitting the tender

.In case agency fails to submit GST /EPF registration certificate for the work under the agreement ,he may be allowed to enter in to the agreement on production of Indemnity bond certificate in favor of **Shree Jagdamba Devi Sarvajanik Trust,Mohate Tal Pathardi Dist Ahilyanagar (M.S)** against any GST & EPF liability. Failure to comply the condition stated above, full EMD will be forfeited in favor of **Shree Jagdamba Devi Sarvajanik Trust,Mohate Tal Pathardi Dist Ahilyanagar (M.S)** & no claim what so ever shall be entertained on this account .

The contractor shall also furnish proof of identity like PAN card.

The contractor shall issue an invoice/ challan along with every RA bill/final bill.

The invoice raised by contractor shall be serially numbered and shall contain the following, namely: -

- i) The name, address and the registration number of contractors;
- ii) The name and address of the person receiving taxable service;
- iii) Description, classification and value of taxable service provided or to be provided; and
- iv) The GST payable thereon:

The Percentage shall be quoted inclusive of all taxes.

The invoice raised by the contractor shall indicate GST/ EPF as a separate component of the gross bill raised.

Payment shall be made excluding GST/EPF as applicable and payment of EPF/ GST component shall be made when a separate challan evidencing the payment of GST/EPF component is produced for verification. Further the attested Xerox copy of the same along with the declaration that the payment of GST/EPF indicated in the challan relates to the work under this agreement shall be submitted.

The contractor shall be solely responsible for timely payment of GST/EPF etc as applicable to the authority including any penalty/interest for late submission etc. of such taxes.

Name -----

Postal Address:-----
--

Telephone & Mobile No :-----&-----

(SCHEDULE A) SCHEDULE OF QUANTITIES

NAME OF WORK :- Proposed development of entrance landscape of Shree Jagdamba Devi Temple at Mohate-Pathardi Ahilyanagar.

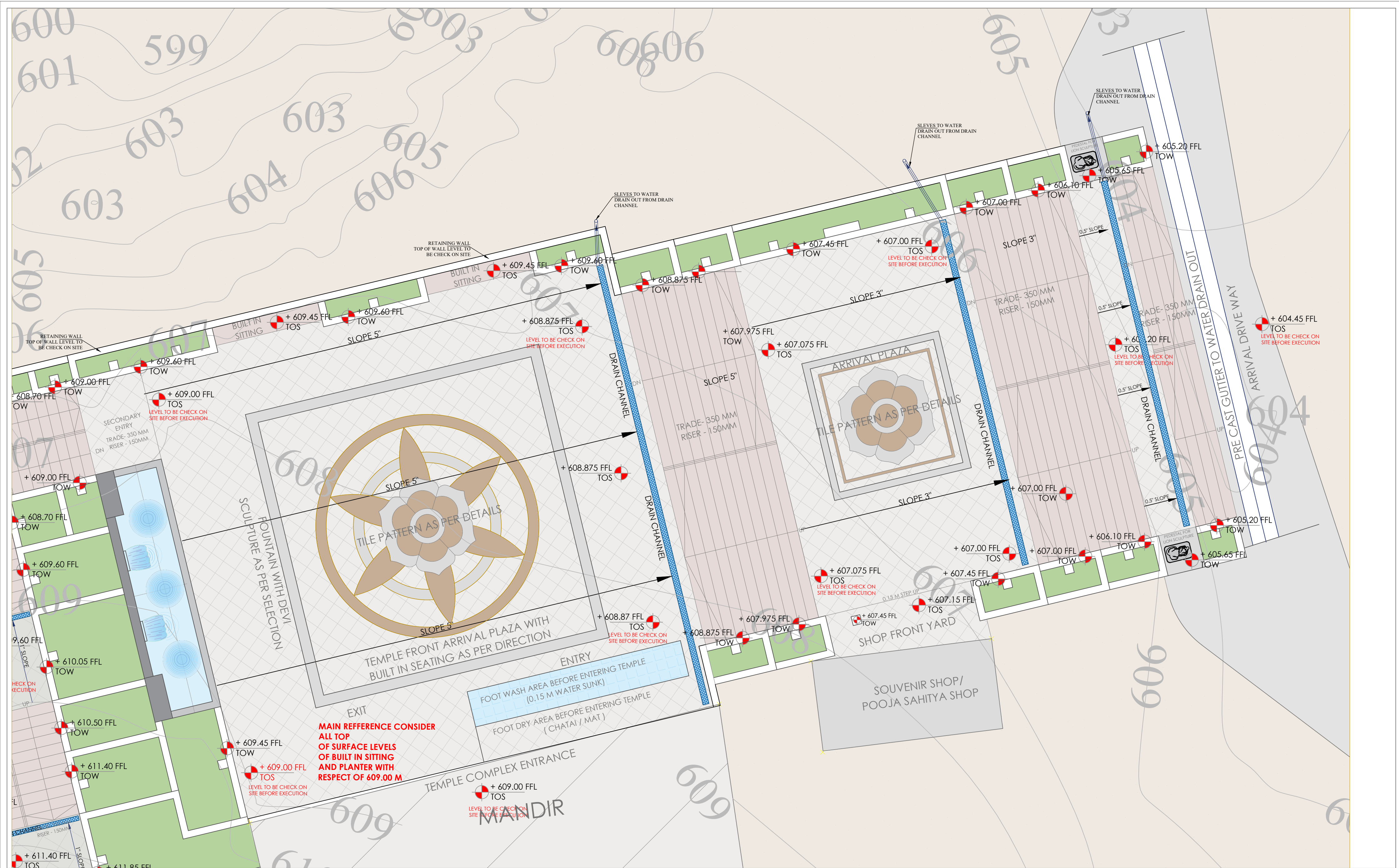
S.N.	Description of items	Quantity	Rate in Rs.	Unit	Amount in Rs.
1	Earth work in excavation by mechanical means (Hydraulic excavator)/manual means over areas (exceeding 30 cm in depth, 1.5 m in width as well as 10 sqm on plan) including getting out and disposal of excavated earth lead upto 50 m and lift upto 1.5 m, as directed by Engineer-in charge.(a) Hard rock (blasting prohibited)	120.00	1463.97	Cum	175676.40
2	Providing and filling moorum in layers not exceeding 30cms in depth including watering and compacting each layer all as per direction of Engineer In Charge including necessary Royalti	320.00	700.00	Cum	224000.00
3	Providing dry/ trap/ granite/ quartzite/ gneiss rubble stone soling 15 cm to 23 cm thick including hand packing and filling the gaps and voids with granular material like gravel or moorum including compacting etc. complete.	83..00	1750.00	Cum	145250.00
4	Providing and laying in position cement concrete of specified grade excluding the cost of centering and shuttering - All work up to plinth level :(a) 1:2:4 (1 cement : 2 coarse sand (zone-III) derived from natural sources : 4 graded stone aggregate 20 mm nominal size derived from natural sources)	49.00	8049.07	Cum	394404.43
5	Providing and laying in position specified grade of reinforced cement concrete, excluding the cost of centering, shuttering, finishing and reinforcement - All work up to plinth level :1:1.5:3 (1 cement : 1.5 coarse sand (zone-III) derived from natural sources : 3 graded stone aggregate 20 mm nominal size de rived from natural sources)	136.00	9045.75	Cum	1230222.00
6	Centering and shuttering including strutting, propping etc. and removal of form for				
(a)	Foundations, footings, bases of columns, etc. for mass concrete	101.00	464.00	Sqm	40464.64
(b)	Walls (any thickness) including attached pilasters, buttresses, plinth and string courses etc.	480.00	860.74	Sqm	413155.20
(c)	Stairs, (excluding landings) except spiral-staircases	52.00	781.51	Sqm	40638.52
7	Steel reinforcement for R.C.C. work including straightening, cutting,bending, placing in position and binding all complete upto plinth level.(a) Thermo-Mechanically Treated bars of grade Fe-500D or more.	13560.00	110.18	Kg	1494040.80
8	Brick work with common burnt clay F.P.S. (non modular) bricks of class designation 3.5 in foundation and plinth in: Cement mortar 1:6 (1 cement : 6 coarse sand)	3.00	7286.66	Cum	21859.98

9	Brick work with common burnt clay F.P.S. (non modular) bricks of class designation 3.5 in Super structure above plinth level up to floor V level in all shapes and sizes in :Cement mortar 1:6 (1 cement : 6 coarse sand)	5.00	9303.09	Cum	46515.45
10	12 mm cement plaster of mix :1:4 (1 cement: 4 fine sand)	240.00	354.56	Sqm	85094.40
11	Providing synthetic resin anchor system of rebaring of steel reinforcement by drilling holes of suitable dia in concrete/hard rock upto a depth of min 150 mm and filling the hole with the necessary approved adhesive chemical and fixing the reinforcement bars of required dia upto full depth of hole all operations as per direction of Engineer in Charge.)Payment of steel bar will be measured in reinforcement item)				
(a)	For 12 mm dia bars	202.00	180.00	Each	36360.00
(b)	For 16 mm dia bars	202.00	210.00	Each	42420.00
12	Providing and laying non-pressure NP2 class (light duty) R.C.C. pipes with collars jointed with stiff mixture of cement mortar in the proportion of 1:2 (1 cement : 2 fine sand) including testing of joints etc. complete :(a) 900 mm dia. R.C.C. pipe	26.00	4853.71	Meter	126196.46
13	40 mm thick fine dressed stone flooring over 20 mm (average) thick base of cement mortar 1:5 (1 cement : 5 coarse sand), including pointing with cement mortar 1:2 (1 cement : 2 stone dust) with an admixture of pigment to match the shade of stone.				
(a)	Red sand stone	430.00	1559.09	Sqm	670408.70
(b)	White, and required colored sand stone	80.00	1623.04	Sqm	129843.20
14	Stone work (machine cut edges) for wall lining etc. (veneer work) upto 10 metre height, backing filled with a grout of average 12 mm thick cement mortar 1:3 (1 cement : 3 coarse sand) including pointing in white cement mortar 1:2 (1 white cement : 2 stone dust) with an admixture of pigment matching the stone shade : (To be secured to the backing and the sides by means of cramps and pins which shall be paid for separately)	210.00	5410.56	Sqm	1136217.60
15	Wall lining butch work upto 10m height with Dhoolpur stone 40 mm thick rough facing on the exposed surface with stone strips of minimum length 300 mm and required width, including embedding every tenth layer and bottom most layer in masonry or concrete after making necessary chases of size 75x75 mm and by providing layer of 75 mm thick strips i/c 12 mm thick bed of cement mortar 1:3 (1 Cement : 3 coarse sand) i/c ruled pointing in white cement mortar 1:2 (1 white cement : 2 stone dust) with an admixture of pigment to match the shade of stone complete as per direction of Engineer-in-charge.	27.00	3202.87	Sqm	86477.49
16	Extra for pre finished nosing in treads of steps of Kota stone/ sand stone slab.	347.00	195.54	Metre	67852.38
17	Providing and fixing Glass mosaic tiles on finished plain wall surface of size 20 mm x 20 mm x 4 mm in all colour, design, fixing in customize design as per direction of Engineer-in- Charge. The glass mosaic tiles to be fixed on the wall surface with the help of approved adhesive applied at the rate of 2.5 kg per sqm and grouting of the same. The rate is inclusive of all operation, material and required	25.00	3975.39	Sqm	99384.75

	pattern approved by Engineer-in-Charge:				
18	Providing and adding waterproofing chemical of Dr Fixit URP or equivalent in the cement mortar and finishing mortar as per manufacturer's specifications and directions of Architect/Engineer in charge.	8.00	510.00	Liters	4080.00
19	Providing and fixing upvc Channel drain 150 mm wide with HDPE/GI grating of approved make as per direction of Engineer in Charge.	36.00	3200.00	Metre	115200.00
20	Providing & fixing Stainless Steel Railings of steel grade SS 304. Vertical Height 1.00 Mtr with 1 nos 50 mm dia pipe fixed on si 50 mm dia vertical post spaced not more than 1.20 mtr C/C and 25 mm dia pipe 4 nos baluster and tying to adjacent railing vertical pipes with 50 mm dia pipe including necessary bends brackets as per detailed drawings etc. complete.including fixing fastner ,nails,holdfast etc. complete.	23.00	5000.00	Metre	115000.00
21	Providing & fixing Stainless Steel Railings of steel grade SS 304 . 50 mm dia pipe fixed with brackets on RCC wall of planter including necessary bends brackets as per detailed drawings etc. complete. including fixing fastner ,nails,holdfast etc. complete.	23.00	2000.00	Metre	46000.00
22	Providing and fixing un plasticized PVC (SWR grade) pipes including necessary fittings like bend , shoe, coupler sockets etc and fixing with adhesive as per direction of Engineer In Charge.) (a) 110 mm dia pipe	134.00	400.00	Metre	53600.00
23	Extra for inlay work in flooring with sand stone (Only labour charges for cutting and fixing ornamental art work in flooring))	80.00	300.00	Sqm	24000.00
24	Providing brick masonry chambers with 23 mm thick walls ,including necessary excavation , bed concrete and plaster to external exposed surfaces with PVC frame and cover .Chamber internal size 500mmx500mmx450 mm all as per direction of Engineer in charge.	11.00	5500.00	Each	60500.00
25	Kota stone slab flooring over 20 mm (average) thick base laid over and jointed with grey cement slurry mixed with pigment to match the shade of the slab, including rubbing and polishing complete with base of cement mortar 1 : 4 (1 cement : 4 coarse sand) :25 mm thick	5.00	190.43	Sqm	952.15
		Total Estimated amount Rs.			7125814.55
		Say			7125815.00
Quoted percentage In Figures (+) or (-)		Total quoted amount in Rs. in figures			
In words (above/below)		In words			

Signature of Contractor with seal





NOTE : ALL LEVELS TO CHECK ON SITE WITH TOTAL STATION SURVEY BEFORE EXECUTION .

GENERAL NOTES

1. ALL DIMENSIONS ARE IN METER.
2. DO NOT SCALE FROM THIS DRAWING.
3. ALL DIMENSIONS TO BE VERIFIED ON SITE.
4. CONTRACTOR WILL BE RESPONSIBLE FOR THE CHECKING AND VERIFICATION OF ALL DIMENSIONS, SIZES AND TOLERANCES NEEDED FOR THE INSTALLATIONS OF ALL EQUIPMENT AND FITTINGS THOSE THAT ARE WITHIN THE SCOPE OF THE WORK OF THE CONTRACT AS WELL AS THOSE TO BE SUPPLIED BY OTHERS THEREFORE ALL DIMENSIONS SHOWN ON DRAWINGS RELEVANT TO THESE INSTALLATIONS ARE FOR GUIDANCE ONLY.
5. LEVELS MENTIONED ARE FROM FINISHED FLOOR LEVEL.
6. ANY DISCREPANCY IN THE DRAWINGS/ DIMENSIONS/ SPECIFICATIONS TO BE BROUGHT TO THE NOTICE OF CONSULTANT PRIOR TO THE START OF THE EXECUTION ON SITE.
7. ALL HARD AREAS TO HAVE SURFACE SLOPE OF MIN. 1.5%
8. ALL SOFT AREAS TO HAVE SURFACE SLOPE OF MIN. 2.0%

CLIENT : MOHATA DEVI SANTHAN



EDEN DESIGN & PLANNING STUDIO

ARCHITECT, INTERIOR & LANDSCAPE
GODAVARI COMPLEX, BLOCK NO. 2,
COURT LANE AHMEDNAGAR-414001
M: 9922077583, mail: ammayuresh@gmail.com

LANDSCAPE ARCHITECT - AR. MAYURESH DESHMUKH

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REGISTERED MEMBER OF INDIAN SOCIETY OF LANDSCAPE ARCHITECTS

THIS DRAWING IS THE PROPERTY OF AR. MAYURESH DESHMUKH AND IS NOT TO BE USED OR REPRODUCED WITHOUT PERMISSION.

DRAWING TITLE:

**GRADING LAYOUT
DARSHAN PATH PHASE 01 PART A**

PROJECT :
PROPOSED DARSHAN PATH AND ARRIVAL PLAZA
FOR MOHATA DEVI TEMPLE

SCALE

NTS

DRAWN

ANIKET

DATE

23 07 2026

PROJECT CODE

DRAWING No

REVISION

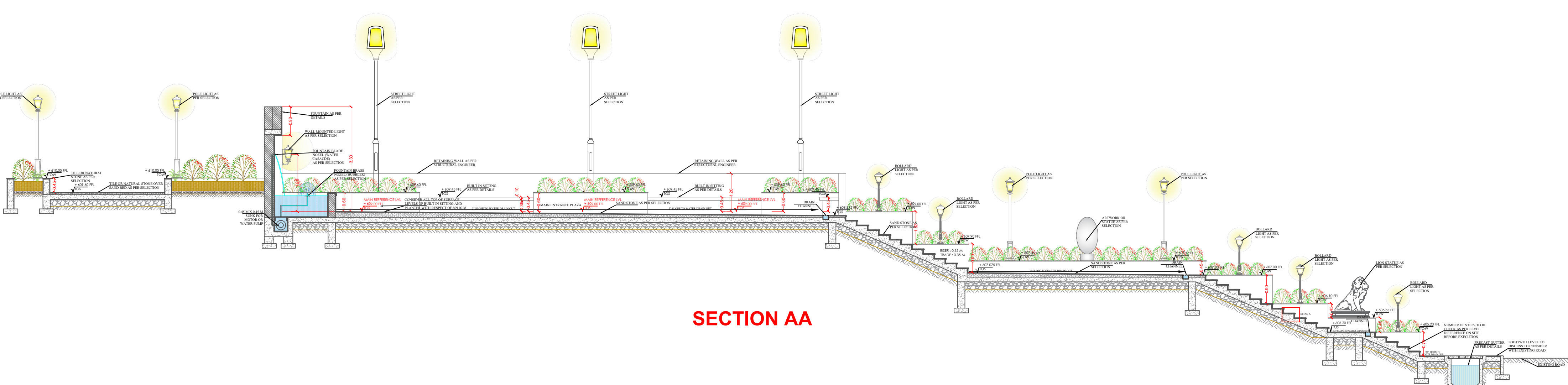
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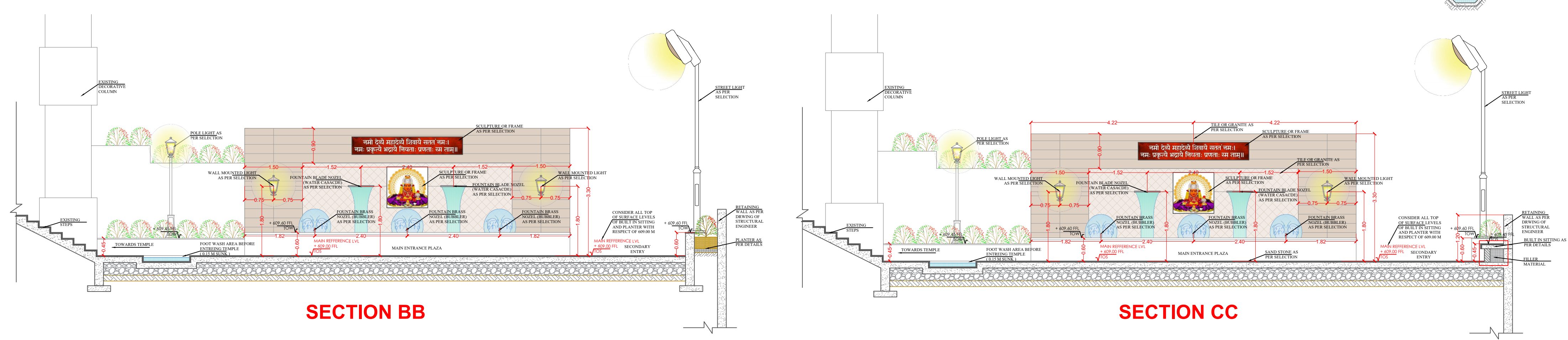
COPY FOR PRESENTATION

PRINT ON A2 SIZE





SECTION AA



SECTION BB

SECTION CC

LEGANDS

NO.	1.	2.	3.	4.	5.	6.	7.	8.	9.	10.	11.
SIGN											
NAME	9" THK RUBBLE SOLING	LAWN	BRICK WORK	TILE / GRANITE AS PER SELECTION	20MM THK DRAIN CELLS	150GSM GEO - TEXTILE FABRIC	GARDEN SOIL (POYATA)	4" BROKEN BRICK LAYER	COMPACT SOIL MURUM	10MM CEMENT MORTAR	RCC

NOTE : 1. ALL DIMENSIONS AND LEVELS TO BE CHECK ON SITE WITH TOTAL STATION SURVEY BEFORE EXECUTION .
2. NUMBER OF STEPS CAN BE VARY / DIFFERENT AS PER LEVEL DIFFERNECE OF CONTOUR AS PER SITE CONDITION.

GENERAL NOTES

1. ALL DIMENSIONS ARE IN METER.
2. DO NOT SCALE FROM THIS DRAWING.
3. ALL DIMENSIONS TO BE VERIFIED ON SITE.
4. CONTRACTOR WILL BE RESPONSIBLE FOR THE CHECKING AND VERIFICATION OF ALL DIMENSIONS, SIZES AND TOLERANCES NEEDED FOR THE INSTALLATIONS OF ALL EQUIPMENT AND FITTINGS THOSE THAT ARE WITHIN THE SCOPE OF THE WORK. OF THE CONTRACT AS WELL AS THOSE TO BE SUPPLIED BY OTHERS THEREFORE ALL DIMENSIONS SHOWN ON DRAWINGS RELEVANT TO THESE INSTALLATIONS ARE FOR GUIDANCE ONLY.
5. LEVELS MENTIONED ARE FROM FINISHED FLOOR LEVEL.
6. ANY DISCREPANCY IN THE DRAWINGS/ DIMENSIONS/ SPECIFICATIONS TO BE BROUGHT TO THE NOTICE OF CONSULTANT PRIOR TO THE START OF THE EXECUTION ON SITE.
7. ALL HARD AREAS TO HAVE SURFACE SLOPE OF MIN. 1.5%
8. ALL SOFT AREAS TO HAVE SURFACE SLOPE OF MIN. 2.0%

CLIENT : MOHATA DEVI SANTHAN

EDEN DESIGN & PLANNING STUDIO
ARCHITECT - INTERIOR & LANDSCAPE
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LANDSCAPE ARCHITECT - AR. MAYURESH DESHMUKH
© ARCH. MAYURESH DESHMUKH (Landscape Architecture) AIA, IISRC-AP
Associate member of Indian Society of Landscape Architects

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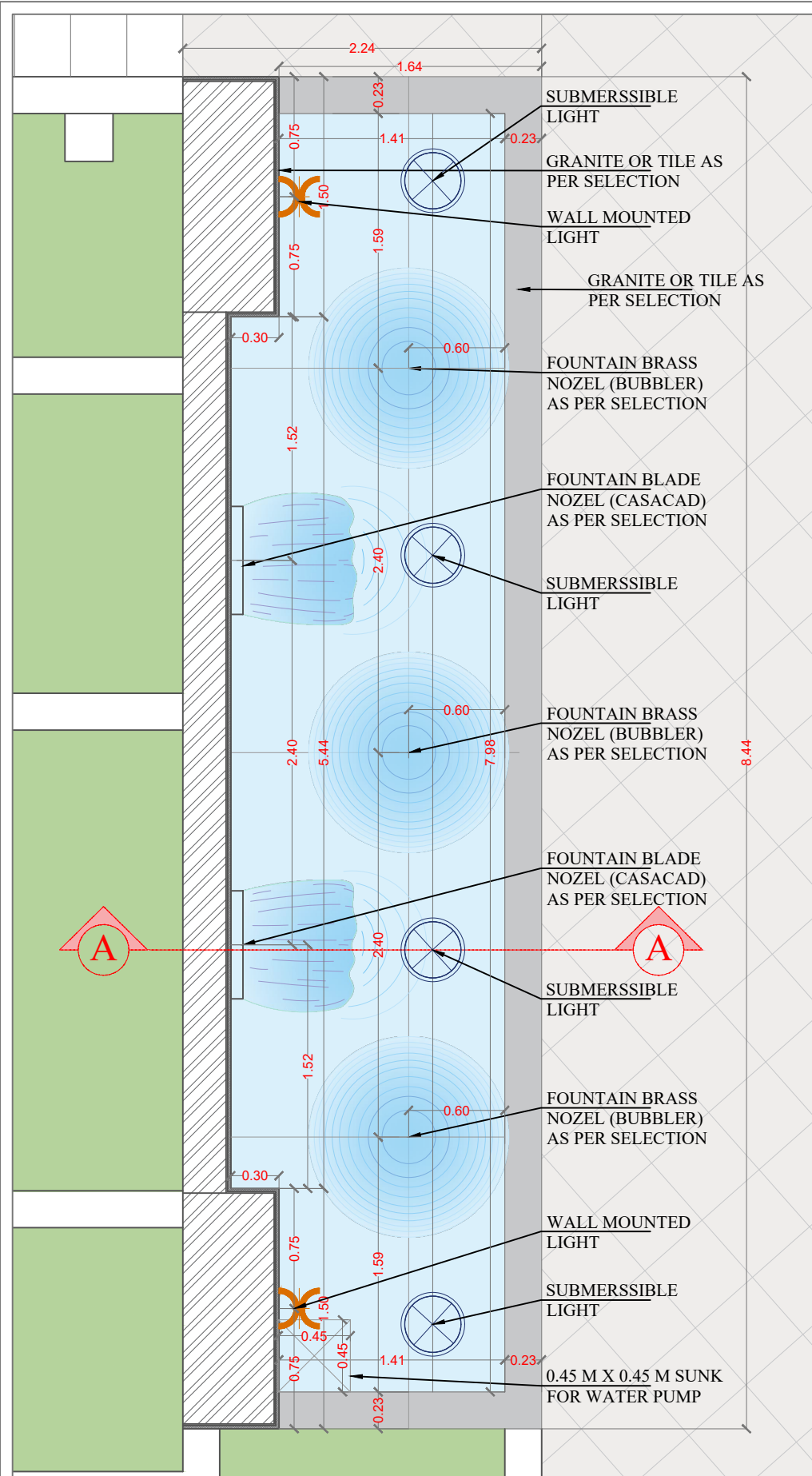
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SECTIONS
DARSHAN PATH PHASE 01 PART A

PROJECT :
PROPOSED DARSHAN PATH AND ARRIVAL PLAZA
FOR MOHATA DEVI TEMPLE

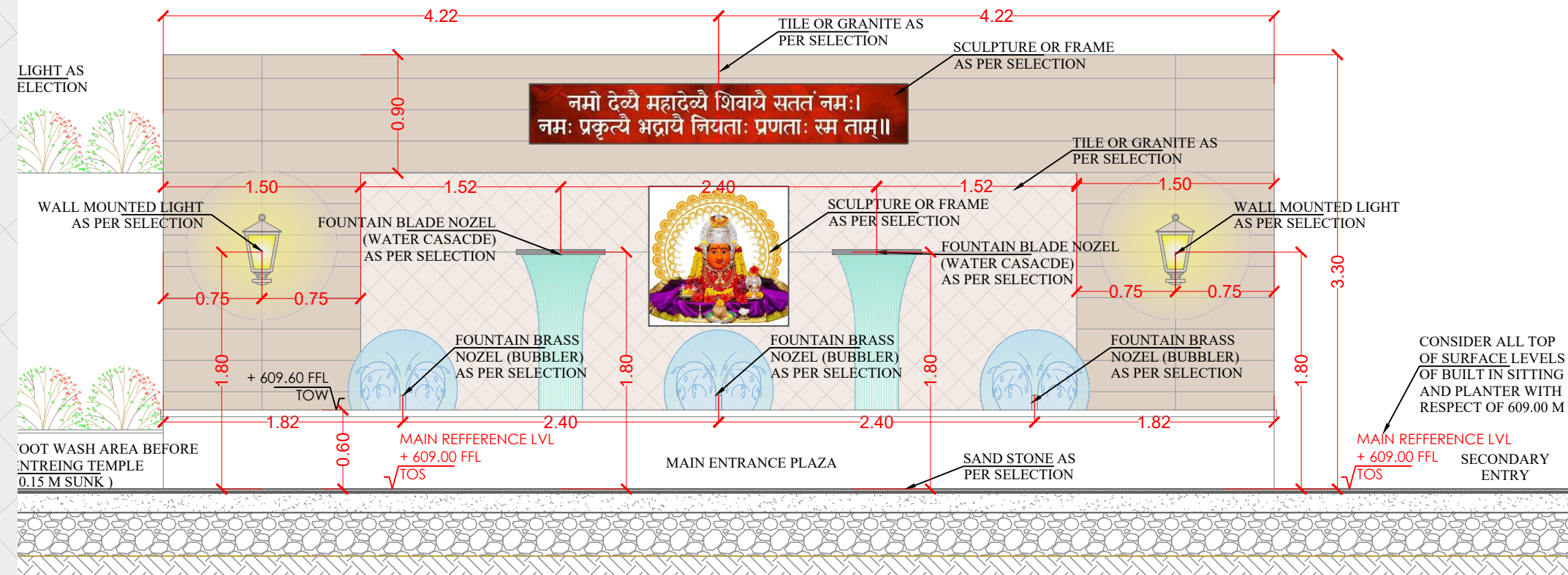
SCALE	DRAWN	DATE
NTS	ANIKET	23 07 2026
PROJECT CODE	DRAWING No	REVISION
	1/1	R 00

COPY FOR PRESENTATION

PRINT ON A2 SIZE



PLAN



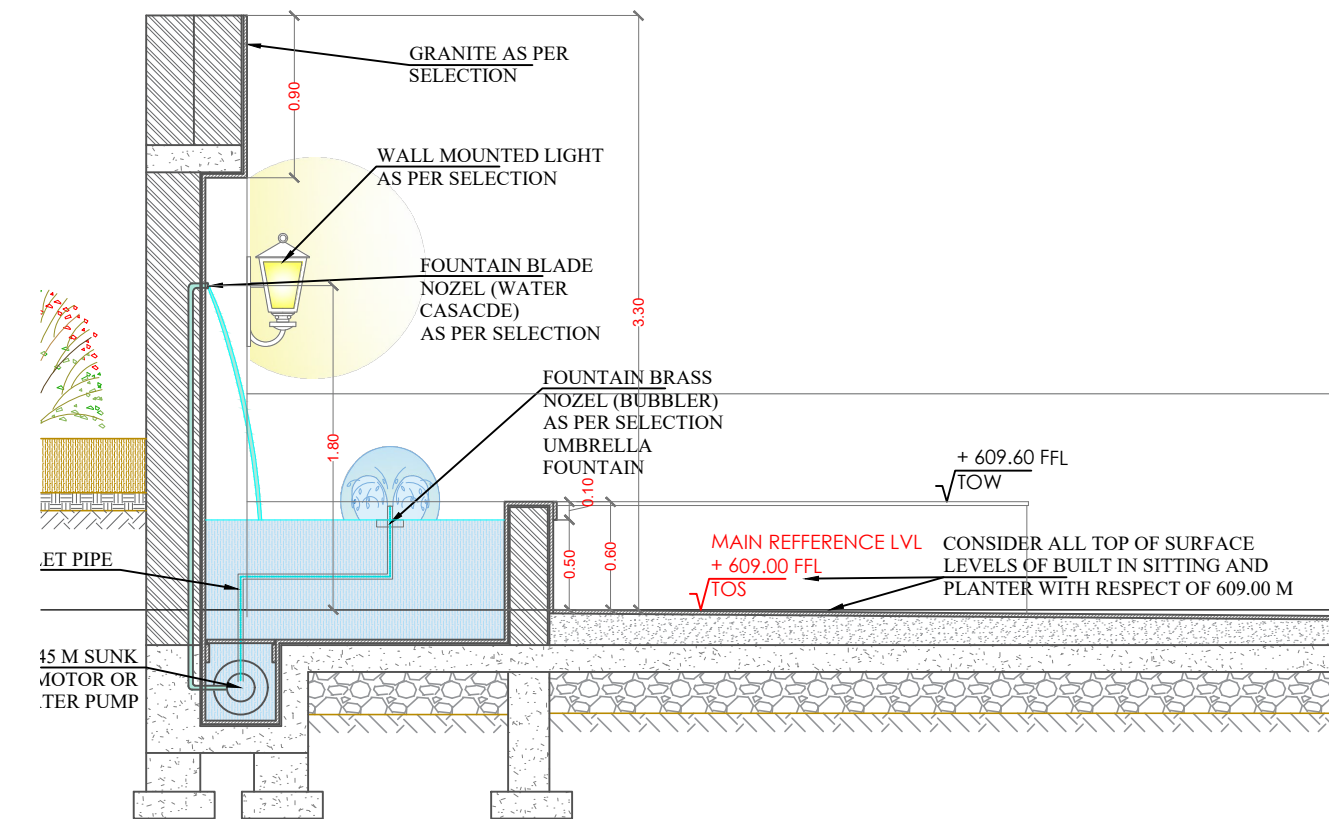
ELEVATION



**REFERENCE IMAGE FOR
UMBRELLA FOUNTAIN
FOR BUBBLER**



REFERENCE IMAGE
FOR CASACADE



SECTION AA

NOTE : 1. ALL DIMENSIONS AND LEVELS TO BE CHECK ON SITE WITH TOTAL STATION SURVEY BEFORE EXECUTION .
2. NUMBER OF STEPS CAN BE VARY / DIFFERENT AS PER LEVEL DIFFERENCE OF CONTOUR AS PER SITE CONDITION.

- | GENERAL NOTES | |
|---------------|---|
| 1. | ALL DIMENSIONS ARE IN METER. |
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CLIENT : MOHATA DEVI SANTHAN

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LANDSCAPE ARCHITECT - AR MAYURESH DESHMUKH

DR. MATURESH DESHMUKH
B.Arch, M.Arch (Landscape Architecture), AIIA, IGBC AP
Associate member of Indian Society of Landscape Architects

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DRAWING TITLE:

STEP NOSING DETAIL
DARSHAN PATH PHASE 01 PART A

PROJECT :
PROPOSED DARSHAN PATH AND ARRIVAL PLAZA
FOR MOHATA DEVI TEMPLE

SCALE	DRAWN	DATE	
1:100	1:100	23.07.2026	

PROJECT CODE	DRAWING No	REVISION
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COPY FOR PRESENTATION PRINT ON A2 SIZE

निविदा क्रमांक:- १३/२०२६

दिनांक:

/ /२०२६

प्रति,

मा. मुख्य कार्यकारी अधिकारी साहेब ,
श्री जगदंबा देवी सार्वजनिक ट्रस्ट मोहटे,
ता. पाथर्डी जि. अहिल्यानगर.

विषय: कामाचे नाव : **Proposed development of entrance landscape of Shree Jagdamba Devi Temple at Mohate-Pathardi Ahilyanagar.**

संदर्भ: श्री जगदंबा देवी सार्वजनिक ट्रस्ट मोहटे, यांच्याकडील जाहिरात दै. लोकमत
/सकाळ दि.०१.०८.२०२६

महोदय,

उपरोक्त संदर्भाधीन जाहिरातीस अनुसरून व निविदाबाबतच्या अटी-शर्ती पूर्ण वाचून
समजून . मी खालील सही करणार पुढीलप्रमाणे निविदा सादर करीत आहे.

अ.नं	माहिती	तपशील
१	निविदा धारकाचे /फर्म चे नाव	
२	संपर्कासाठी व्यक्तीचे नाव व दूरध्वनी क्र.	
३	पत्र व्यवहारासाठी संपूर्ण पत्ता	
४	दूरध्वनी क्र.	ऑफिस निवास
५	ई मेल आय डी	
६	आयकर नोंदणी (पॅन कार्ड)	
७	आधार क्रमांक	
८	फर्म नोंदणी क्र	
९	जी.एस.टी . नोंदणी क्रमांक	

१०	बँकेचा तपशील	
	खातेदाराचे नांव	
	बँकेचे नांव	
	खाते क्र	
	आयएफएसी कोड	
	खाते प्रकार : (चालू /बचत)	
११	ठेकेदारीचे स्वरूप (प्रोपराईटर /भागीदारी /प्रा.लि/ पब्लिक लि) प्रमाणपत्र सोबत जोडावे.	
१२	साहित्य पुरवठा केलेले वर्कओर्डर/करारनामे	
१३	कामाचा पूर्वानुभव	एकूण वर्ष महिने
१४	निविदा धारकाची वार्षिक उलाढाल सनदी लेखा परिक्षक यांच्या प्रमाणपत्राची सत्यप्रत सोबत जोडावी	सन २०२३-२४ रु
		सन २०२४-२५ रु
		सन २०२५-२६ रु
१५	बयाना रक्कम (ऑनलाईन डी.डी./रोख) बयाना रक्कम रु.	
१६	अनामत रक्कम ठेव (ऑनलाईन डी.डी./रोख) अनामत रक्कम रु.	
१७	फॉर्म फी (ऑनलाईन डी.डी./रोख)	

निविदेतील सर्व अटी व शर्ती वाचल्या असून त्या नुसार पुरवठादारावर येणार्या सर्व कायदेशीर आर्थीक जवाबदार्या कर, कपाती, भत्ते, विमा ई. सर्व विचारात घेऊन संपूर्णपणे स्वीकारून आमचे मार्फत सदर निविदा सादर करण्यात येत आहे.

दिनांक:-

एजन्सीचा शिक्का

ठिकाण

आपला विश्वासू

(निविदाधारकाची सही व नांव)

GENERAL CONDITIONS AND CLAUSES OF CONTRACT

**Shri. Jagdamba Devi Sarvajanik Trust, Mohate Tal Pathardi
Dist Ahmednagar (M.S.)
CONDITIONS OF CONTRACT**

CONDITIONS OF CONTRACT

Definitions

1. The **Contract** means the documents forming the tender and acceptance thereof and the formal agreement executed between the competent authority on behalf of the Shri Jagdamba Devi Sarvajanik Trust, Mohate Tal Pathardi Dist Ahmednagar (M.S.) and the Contractor, together with the documents referred to therein including these conditions, the specifications, designs, drawings and instructions issued from time to time by the authorized representative of Trust and all these documents taken together, shall be deemed to form one contract and shall be complementary to one another.
2. In the contract, the following expressions shall, unless the context otherwise requires, have the meanings, hereby respectively assigned to them: -
 - i) The expression **Works** or **Work** shall, unless there be something, either in the subject or context, repugnant to such construction, be construed and taken to mean the works by or by virtue of the contract contracted to be executed whether temporary or permanent, and whether original, altered, substituted or additional.
 - ii) The **Site** shall mean the land/or other places on, into or through which work is to be executed under the contract or any adjacent land, path or street through which work is to be executed under the contract or any adjacent land, path or street which may be allotted or used for the purpose of carrying out the contract.
 - iii) The **Contractor** shall mean the individual, firm or company, whether incorporated or not, undertaking the works and shall include the legal personal representative of such individual or the persons composing such firm or company, or the successors of such firm or company and the permitted assignees of such individual, firm or company.
 - iv) The **"Trust"** shall mean **Shri Jagdamba Devi Sarvanana Trust, Mohate Tal Pathardi Dist Ahmednagar (M.S.)** having its registered office at Mohate, Tal Pathardi Dist Ahmednagar-414102 and shall include their Administrative officer (CEO), legal representatives, employees and permitted assigns, who invite tenders on behalf of **"Trust"**
 - v) The authorized representative of Trust means the Engineer / Officer / Architect who shall supervise and be in-charge of the work.
 - vi) **Accepting Authority** shall mean the authority mentioned in Schedule 'F'
 - vii) **Excepted Risk** are risks due to riots (other than those on account of contractor's employees), war (whether declared or not) invasion, act of foreign enemies, hostilities, civil war, rebellion revolution, insurrection, military or usurped power, any acts of Government, damages from aircraft, acts of God, such as earthquake, lightening and unprecedented floods, and other causes over which the contractor has no control and accepted as such by the Accepting Authority.
 - viii) **Market Rate** shall be the rate as decided by the authorized representative of Trust on the basis of the cost of materials and labour at the site where the work is to be executed plus the percentage mentioned in schedule 'F' to cover, all overheads and profits.
 - ix) **Schedule(s)** referred to in these conditions shall mean the relevant schedule(s) annexed to the tender papers or the standard Schedule of Rates of the government mentioned in Schedule 'F' hereunder, with the amendments thereto issued upto the date of receipt of the tender.
 - x) **Tendered Value** means the value of the entire work as stipulated in the letter of award.
 - xi) The **Date of award of work** shall denote the date of issuance of communication of acceptance of the tender.

**Shri. Jagdamba Devi Sarvajani Trust, Mohate Tal Pathardi
Dist Ahmednagar (M.S.)
CONDITIONS OF CONTRACT**

Scope and Performance

3. Where the context so requires, words imparting the singular only also include the plural and vice versa. Any reference to masculine gender shall whenever required include feminine gender and vice versa.
4. Headings and Marginal notes to these General Conditions of Contract shall not be deemed to form part thereof or be taken into consideration in the interpretation or construction thereof or of the contract
5. The contractor shall be furnished, free of cost one certified copy of the contract documents except standard specifications, Schedule of Rates and such other printed and published documents, together with all the drawings as may be forming part of the tender papers. None of these documents shall be used for any purpose other than that of this contract .

Works to be carried out

6. The work to be carried out under the Contract shall, except as otherwise provided in these conditions, include all labour, materials, tools, plants, equipment's and transport which may be required in preparation of and for items given in the schedule of Quantities (Schedule-A) shall, unless otherwise stated, be held to include wastage on materials, carriage and cartage, carrying and return of empties, hoisting, setting, fitting and fixing in position and all other labours necessary in and for the full and entire execution and completion of the work including watering ,curing of cement items as aforesaid in accordance with good practice and recognized principles.

Sufficiency of Tender

7. The Contractor shall be deemed to have satisfied himself before tendering as to the correctness and sufficiency of his tender for the works and of the rates except as otherwise provided, cover all his obligations under the Contract and all matters and things necessary for the proper completion and maintenance of the works.

Discrepancies & adjustments of Error

- 8 The several documents forming the Contract are to be taken as mutually explanatory of one another, detailed drawings being followed in preference to small-scale drawings figured dimensions in preference to scale and special conditions in preference to General Conditions.
 - 8.1 In the case of discrepancy between the schedule of Quantities, and the Specifications etc., the following order of preference shall be observed:
 - i) Description of Schedule of Quantities.
 - ii) Particular Specification and Special Condition, if any.
 - iii) CPWD Specifications.
 - iv) Indian Standard Specifications of B.I.S..
 - 8.2 If there are varying or conflicting provisions made in any one document 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 the contractor.
 - 8.3 Any error in description, quantity or rate in Schedule of Quantities or any omission therefrom shall not vitiate the Contract or release the Contractor from the execution of the whole or any part of the works comprised therein according to drawings and specifications or from any of his obligations under the contract.

**Shri. Jagdamba Devi Sarvajanik Trust, Mohate Tal Pathardi
Dist Ahmednagar (M.S.)
CONDITIONS OF CONTRACT**

Signing of Contract

9 The successful tenderer/contractor, on acceptance of his tender by the Accepting Authority shall, within 15 days of award of work sign the contract consisting of:-

- i) The notice inviting tender, all the documents including drawings, if any, forming the tender as issued at the time of invitation of tender and acceptance thereof together with any correspondence leading thereto.
- ii) Standard form as mentioned in Schedule 'F' consisting of
 - a) Various standard clauses with correction(s) up to the date stipulated in Schedule 'F' along-with Annexes thereto.
 - b) Safety Code.
 - c) Modal Rules for the protection of Health and Sanitary arrangements for Workers employed by BSNL or its contractors.
 - d) Contractor's Labour Regulations.

Shri Jagdamba Devi Sarvajanik Trust, Mohate
Tal Pathardi Dist Ahmednagar (M.S.)

Contractor

CLAUSES OF CONTRACT

CLAUSE 1A

Recovery Of Security Deposit

The contractor shall permit Trust at the time of making any payment to him for work done under the contract to deduct a sum at the rate of 10% of gross amount of each running bill till the sum along-with the sum already deposited as earnest money, will amount to security deposit of **10%** of the tendered value of the work. **Earnest money shall be adjusted first in the security deposit and further recovery of security deposit shall commence only when the up to date amount of security deposit starts exceeding the earnest money.** Such deductions will be made and held by Trust by way of Security Deposit unless he/they has/have deposited the amount of Security at the rate mentioned above in cash Demand draft/Banker's Cheque/Deposit at Call Receipt of a Scheduled Bank or The State Bank Of India in accordance with the form annexed hereto. In case a Fixed Deposit Receipt of any bank is furnished by the contractor to the Trust as part of the security Deposit and the Bank is unable to make payment against the said fixed deposit receipt, the loss caused thereby shall fall on the contractor and the contractor shall forthwith on demand furnish additional security to the Trust to make good the deficit.

All compensations or the other sums of the money payable by the contractor under the terms of this contract may be deducted from, or paid by the sale of a sufficient part of his security deposit or from the interest arising there from, or from any sums which may be due to or may become due to the contractor by Trust on any account whatsoever and in the event of his Security Deposit being reduced by reason of any such deductions or sale as aforesaid, the contractor shall within 10 days make good in cash or fixed deposit receipt tendered by the State Bank of India or by Scheduled Banks (in case of guarantee offered by Scheduled Banks, the amount shall be within the financial limit prescribed by the Reserve Bank of India any sum or sums which may have been deducted from, or raised by the sale of his security deposit or any part thereof. The Security deposit shall be collected from the running bills of the contractor at the rates mentioned above and the Earnest Money will be treated a part of the Security Deposit.

The Security Deposit as deducted above can be released against the Bank Guarantee by a scheduled bank , Provided further that the validity of Bank Guarantee including the one given against the earnest money shall be in conformity with the provisions contained in clause which shall be extended from time to time depending upon the extension of contract granted under provisions of Clause 2 and Clause 5.

CLAUSE 2.

Compensation for Delay

If the contractor fails to maintain the required progress of the work at the stages in terms of Clause 5 or fail to complete the work and fails to clear the site on or before the contract or extended date of completion, he shall, without prejudice to any other right or remedy available under the law to the Trust on account of such breach, pay as agreed compensation the amount calculated at the rates stipulated below as the authority specified in Schedule 'F' may decide on the amount of tendered value of work for every completed day/ month (as applicable) in which the progress remains below than the specified in Clause 5 or that the work remains incomplete. The decision of the aforesaid authority in writing shall be final and binding on the contractor. This will also apply to items or group of items for which separate period of completion has been specified.

Compensation for delay of work

@ 1.0 % of tendered value Per week of delay to be computed on daily basis .

Provided always that the total amount of compensation for delay to be paid under this condition shall not exceed 10 % of the tendered value of work or of the Tendered Value of the item or group of items of work for which a separate period of completion is originally given.

The amount of compensation may be adjusted or set-off against any sum payable to the Contractor under this or any other contract with the Trust

CLAUSES OF CONTRACT

In case, the contractor does not achieve a particular milestone the rescheduled milestone(s) in terms of Clause 5, the amount shown against that milestone and with-held, shall be adjusted against the compensation levied at the final grant of Extension of Time, to be decided on completion of work. Withholding of this amount on failure to achieve a milestone shall be automatic without any notice to the contractor. However, if the contractor catches up the subsequent milestone(s), the withheld amount shall be released. In case the contractor fails to make up for the delay in subsequent milestone(s), amount mentioned against milestone missed subsequently shall also be withheld. However, no interest, whatsoever, shall be payable on such withheld amount.

The compensation for slow progress or non-completion of work in stipulated time, at the rates specified therein, is an “agreed compensation” under clause 2, which the contractor has to pay in case of default. Therefore, authorised representative of Trust will recover the same at the rates mentioned above, if the progress of the work is slow or the work is not completed in stipulated time.

CLAUSE 3

When Contract can be Determined

If the Contractor:

- (i) Having been given by the authorized representative of Trust a notice in writing to rectify, reconstruct or replace any defective work or that the work is being performed in an inefficient or otherwise improper or unworkmanlike manner, shall omit to comply with the requirements of such notice for a period of seven days thereafter; or,
- (ii) has without reasonable cause suspended the progress of the work or has failed to proceed with the work so that in the opinion of the authorized representative of Trust (which shall be final and binding) that he will be unable to secure completion of the work by the date for completion and continues to do so after a notice in writing of seven days from the authorized representative of Trust; or
- (iii) persistently neglects to carry out his obligations under the contract and/or commits default in complying with any of the terms and conditions of the contract and does not remedy it or take effective steps to remedy it within 7 days after a notice in writing is given to him in that behalf by the authorized representative of Trust; or
- (iv) fails to complete the work within the stipulated date or items of work with individual date of completion, if any, stipulated on or before such date(s) of completion and does not complete them within the period specified in the notice given in writing in that behalf by the authorized representative of Trust; or
- (v) **Shall obtain a contract with Trust as a result of wrong tendering or other non-bonafide methods of competitive tendering; or**
- (vi) **Shall any time be adjusted insolvent or have a receiving order or order for administration of his estate made against him or shall take any proceedings for liquidation or composition (other than a voluntary liquidation for the purpose of amalgamation or reconstruction) under any Insolvency Act for the time being in force or make any conveyance or assignment of his effect of composition or arrangement for the benefit of his creditors or purport so to do or if any application Act for the time being in force for the sequestration of his estate or if a trust deed be executed by him for benefit of his creditors; or**
- (vii) Being a company pass a resolution or the court shall make an order that the company shall be wound up or if a receiver or a manager on behalf of a creditor shall be appointed or if circumstances shall arise which entitle the court or the creditor to appoint a receiver or a manager or which entitles the court to make a winding up order; or
- (viii) Shall suffer an execution being levied on his goods and allows it to be continued for a period of 21 days; or
- (ix) Assigns transfer sublet (engagement of labour on a piece-work basis or of a labour with materials not to be incorporated in the work, shall not be deemed to be subletting) or otherwise parts with or attempts to assign, transfer, sublet or otherwise parts with the entire works or any portion thereof without the prior written approval of the authorized representative of Trust Then the authorized representative of Trust may, without prejudice to his any other rights or remedy against the Contractor in respect of any delay or inferior workmanship or otherwise or to any claims for damage in respect of any breach of the Contract and in addition to any right or remedies under any of the provisions of the Contract or otherwise and whether the date for

CLAUSES OF CONTRACT

completion has or has not elapsed, shall by a notice in writing, shall have powers

- (a) To determine the contract as aforesaid (of which termination notice in writing to the contractor under the hand of the authorized representative of Trust shall be conclusive evidence). Upon such determination, the Performance Guarantee, Earnest Money Deposit and security deposit already recovered under the contract shall be liable to be forfeited and shall be absolutely at the disposal of the "Trust"
- (b) To measure up the work of the contractor, after giving notice to the contractor, and to take such balance or part thereof as shall be un-executed out of his hands and to give it to another contractor to complete the work.

In the event of above course(s) being adopted by the authorized representative of Trust, the contractor shall have no claim to compensation for any loss sustained by him by reasons of his having purchased or procured any materials or entered into any engagements or made any advances on account or with a view to the execution of the work or the performance of the contract. And in case action is taken under any of the provisions aforesaid, the contractor shall not be entitled to recover or be paid any sum for any work thereof or actually performed under this contract unless and until the authorized representative of Trust has certified in writing the performance of such work and the value payable in respect thereof and he shall only be entitled to be paid the value so certified

The contractor, whose contract is determined as above Shall not be allowed to participate in the tendering process for the balance work.

CLAUSE 3A

In case the work cannot be started due to reasons not within the control of the contractor within 1/8th of the stipulated time for completion of work, either party may close the contract. In such eventuality, the Earnest Money Deposit and the Performance Guarantee of the contractor shall be refunded, but no payment on account of interest, loss of profit or damages etc. shall be payable at all.

CLAUSE 4.

Contractor Liable to pay Compensation even if action not taken under Clause 3

In case in which any of the powers conferred upon the authorized representative of Trust by Clause-3 thereof, shall have become exercisable and the same are not exercised, the non-exercise thereof, shall not constitute a waiver of any of the conditions hereof and such powers shall notwithstanding be exercisable in the event of any future case of default by the contractor and the liability of the contractor for compensation shall remain unaffected. In the event of the authorized representative of Trust putting in force all or any of the powers vested in him under the preceding clause he may, if he so desires after giving a notice in writing to the contractor, take possession of (or at the sole discretion of the authorized representative of Trust which shall be final and binding on the contractor) use as on hire (the amount of the hire money being also in the final determination of the authorized representative of Trust all or any tools, plants, materials and stores, in or upon the works, or the site thereof belonging to the contractor, or procured by the contractor and intended to be used for the execution of the work or any part thereof, paying or allowing for the same in account at the contract rates, or in the case of these not being applicable, at current market rates to be certified by the authorized representative of Trust, whose certificate thereof shall be final and binding on the contractor, otherwise the authorized representative of Trust by notice in writing may order the contractor or his clerk of the works, foreman or other authorized agent to remove such tools, plants, materials or stores from the premises (within a time to be specified in such notice) in the event of the contractor failing to comply with any such requisition, the authorized representative of Trust may remove them at the contractor's expense or sale them by auction or private sale on account of the contractor and his risk in all respects and the certificate of the authorized representative of Trust, as to the expenses of any such removal and the amount of the proceeds and expense of any such sale, shall be final and conclusive against the contractor.

CLAUSE 5

Time and Extension for Delay

CLAUSES OF CONTRACT

The time allowed for execution of the works as specified in the Schedule 'F' or the extended time in accordance with these conditions shall be the essence of the contract. The execution of the work shall commence from such time period, as mentioned in letter of acceptance of the tender, after the date on which the authorized representative of Trust issues written orders to commence the work or from the date of handing over of the site whichever is later. If the contractor commits default in commencing the execution of the work as aforesaid, "Trust" shall without prejudice to any other right or remedy available in law, be at liberty to forfeit the Performance Guarantee and the Earnest Money absolutely.

- 5.1 To ensure good progress during the execution of the work, the contractor shall in all cases in which the time allowed for any work, exceeds one month (save for special jobs for which a separate programme has been agreed upon) complete the work as per mile stones stipulated in clause 5.6 below
- 5.1.1 Further, the contractor shall, as soon as the contract is awarded, submit a time and progress chart for each milestone and get it approved by the authorized representative of Trust. The chart shall be prepared in direct relation to the time stipulated in the contract document for completion of items of work and can be based on the milestones specified at clause 5.6 below. It shall indicate the dates of commencement and completion of various trades of sections of the work and may be amended as necessary by agreement between the authorized representative of Trust and the contractor within the limitations of time imposed in the contract documents and to further ensure good progress during the execution of the work.
- 5.2 If the work(s) be delayed by:-
- i) force majeure; or,
 - ii) abnormally bad weather; or,
 - iii) serious loss or damage by fire; or,
 - iv) civil commotion, local commotion of workmen, strike or lockout, affecting any of the trades employed on the work; or,
 - v) delay on the part of other contractors or tradesmen engaged by the authorized representative of Trust executing work not forming part of the Contract; or,
 - vi) any other cause which, in the absolute discretion of the authority mentioned in the Schedule 'F', is beyond the Contractor's control,
- Then upon the happening of any such event causing delay, the Contractor shall immediately give notice thereof, in writing to the authorized representative of Trust, but shall nevertheless use constantly his best endeavors to prevent or make good the delay and shall do all that may be reasonably required to the satisfaction of the authorized representative of Trust to proceed with the works
- 5.3 Request for rescheduling of milestones and extension of time, to be eligible for consideration, shall be made by the Contractor in writing within fourteen days of the happening of the event causing delay on the prescribed form. The Contractor may also, if practicable, indicate in such a request the period for which extension is desired. The authorized representative of Trust may grant provisional extension of time without prejudice to the rights of the authority mentioned in schedule –F, to grant extension of time on completion of work
- 5.4. In any such case the authority mentioned in Schedule 'F' may give a fair and reasonable extension of time and reschedule the milestones for completion of work. Such extension shall be communicated to the Contractor by authorized representative of Trust in writing, within 3 months of the date of receipt of such request.
- 5.5. Non-application by the contractor for extension of time shall not be a bar for giving any fair and reasonable extension and this shall be binding on the contractor.
- 5.6. The Milestones to be achieved during the execution of the work shall be as follows:

S.No	Milestones		Amount to be with held in case of non-achievement of milestone
	Financial Progress	Time Allowed (From date of start)	
1	1/8 th (Of the whole work)	1/4 th (Of the whole work)	In the event of not achieving the necessary progress as assessed from the running payments, 1% of the
2	3/8 th (Of the whole work)	1/2 th (Of the whole work)	

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3	3/4 th (Of the whole work)	3/4 th (Of the whole work)	tendered value of work will be withheld for failure of each milestone
4	Full	Full	

CLAUSE 6

Measurements of Work Done

Authorized representative of Trust shall, except as otherwise provided, ascertain and determine by measurements the value of work done in accordance with the contract. The measurements of all items (having financial value) shall be entered in Measurement Book and/or level field book so that a complete record is maintained of all works performed under the contract

All measurements and levels shall be taken jointly by the authorized representative of Trust or his authorized representative and by the contractor or his authorized representative from time to time during the progress of the work and such measurement shall be signed and dated by the authorized representative of Trust and the contractor(s) or his/their representative in token of their acceptance. If the contractor objects to any of the measurements recorded, a note shall be made to that effect with reasons and signed by both the parties.

If for any reason the contractor or his authorized representative is not available and the work of recording measurements is suspended by the authorized representative of Trust or his representative, the authorized representative of Trust shall not entertain any claim from contractor for any loss or damages on this account. If the contractor or his authorized representative does not remain present at the time of such measurements after the contractor or his authorized representative has been given a notice in writing three (3) days in advance or fails to countersign or to record objection within a week from the date of the measurement, then such measurements recorded in his absence by the authorized representative of Trust or his representative shall be deemed to be accepted by the Contractor.

The contractor shall, without extra charge, provide all the assistance with every appliance, labour and other things necessary for measurements and recording levels. Except where any general or detailed description of the work expressly shows to the contrary, measurements shall be taken in accordance with the procedure set forth in the specifications notwithstanding any provision in the relevant Standard Method of the measurement or any general or local custom. In the case of items, which are not covered by specifications, measurements shall be taken in accordance with the relevant standard method of measurement issued by the Bureau of Indian Standards and if for any item no such standard is available then a mutually agreed method shall be followed. The contractor shall give not less than seven days' notice to the authorized representative of Trust or his authorized representative in-charge of the work before covering up or otherwise placing beyond the reach of measurement any work in order that the same may be measured and correct dimensions thereof be taken before the same is covered up or placed beyond the reach of measurements and shall not cover-up and place beyond reach of measurement any work without consent in writing of the authorized representative of Trust or his authorized representative in-charge of the work who shall within the aforesaid period of seven days inspect the work, and if any work shall be covered up or placed beyond the reach of the measurements without such notice having been given or the authorized representative of Trust consent being obtained in writing, the same shall be uncovered at the Contractor's expense, or in default thereof, no payment or allowance shall be made for extra work or the materials with which the same was executed.

authorized representative of Trust or his authorized representative may cause, themselves, to check the measurements recorded, jointly or otherwise, as aforesaid, and all provisions stipulated herein above shall be applicable to such checking of measurements or levels. It is also a term of this contract that recording of measurements of any item of work in the measurement book and/or its payment in the interim, on account or final bill, shall not be considered as conclusive evidence as to the sufficiency of any work or material to which it relates nor shall it relieve the contractor from liabilities from any over measurement or defects noticed till completion of the defect's liability period

authorized representative of Trust shall, except as otherwise provided, ascertain and determine by measurement the value of work done in accordance with the contract.

CLAUSE 6A

Computerized Measurement Book

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Authorized representative of Trust shall, except as otherwise provided, ascertain and determine by measurement the value of work done in accordance with the contract.

All measurement of all items having financial value shall be entered by the contractor and compiled in the shape of the Computerized Measurement Book having pages of A-4 size as per the format of department so that a complete record is obtained of all the items of works performed under the contract

All such measurement and levels recorded by the contractor or his authorized representative from time to time, during the progress of the work, shall be got checked by the contractor from the authorized representative of Trust or his authorized representative as per interval or program fixed in consultation with Engineer-in-Charge or his authorized representative. After the necessary corrections made by the authorized representative of Trust, the measurement sheets shall be returned to the contractor for incorporating the corrections and for resubmission to the authorized representative of Trust for the dated signatures by the authorized representative of Trust and the contractor or their representatives in token of their acceptance. Whenever bill is due for payment, the contractor would initially submit draft computerized measurement sheets and these measurements would be got checked/test checked from the authorized representative of Trust his authorized representative. The contractor will, thereafter, incorporate such changes may be done during these checked/test checks in his draft computerized measurements, and submit to the department a computerized measurement book, duly bound, and with its pages machine numbered. The authorized representative of Trust and/or his authorized representative would thereafter check this MB, and record the necessary certificates for their checks/test checks

The final, fair, computerized measurement book given by the contractor, duly bound, with its pages machine numbered, should be 100% correct and no cutting or over-writing in the measurements would thereafter be allowed. If at all any error is noticed, the contractor shall have to submit a fresh computerized MB with its pages duly machine numbered and bound, after getting the earlier MB cancelled by the Trust. Thereafter, the MB shall be taken in the Trust Office records, and allotted a number as per the Register of Computerized MBs. This should be done before the corresponding bill is submitted to the Trust for payment. The contractor shall submit two spare copies of such computerized MBs for the purpose of reference and record.

The contractor shall also submit to the department separately his computerized Abstract of Cost and the bill based on these measurements, duly bound, and its pages machine numbered along with two spare copies of the bill. Thereafter, this bill will be processed by the Trust Office and allotted a number as per the computerized record in the same way as done for the measurement book meant for measurements

The contractor shall, without extra charge, provide all assistance with every appliance, labour and other things necessary for checking of measurements / levels by the authorized representative of Trust or his representative..

Except where any general or detailed description of the work expressly shows to the contrary, measurements shall be taken in accordance with the procedure set forth in the specifications notwithstanding any provision in the relevant Standard Method of measurement or any general or local custom. In the case of items which are not covered by specifications, measurements shall be taken in accordance with the relevant standard method of measurement issued by the Bureau of Indian Standards and if for any item no such standard is available then a mutually agreed method shall be followed

The contractor shall give not less than seven days" notice to the authorized representative of Trust or his authorized representative in charge of the work before covering up or otherwise placing beyond the reach of checking and/or test checking the measurement of any work in order that the same may be checked and/or test checked and correct dimensions thereof be taken before the same is covered up or placed beyond the reach of checking and/or test checking measurement and shall not cover up and place beyond reach of measurement any work without consent in writing of the authorized representative of Trust or his authorized representative in charge of the work who shall within the aforesaid period of seven days inspect the work, and if any work shall be covered up or placed beyond the reach of checking and /or test checking measurements without such notice having been given or the authorized representative of Trust's consent

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being obtained in writing the same shall be uncovered at the Contractor's expense, or in default thereof no payment or allowance shall be made for such work or the materials with which the same was executed.

authorized representative of Trust or his authorized representative may cause themselves to check the measurements recorded by contractor and all provisions stipulated herein above shall be applicable to such checking of measurements or levels.

It is also a term of this contract that checking and/or test checking the measurements of any item of work in the measurement book and/or its payment in the interim, on account of final bill shall not be considered as conclusive evidence as to the sufficiency of any work or material to which it relates nor shall it relieve the contractor from liabilities from any over measurement or defects noticed till completion of the defect's liability period.

CLAUSE 7

Payment on Intermediate Certificate to be regarded as Advances

The interim or running account bills shall be submitted by the contractor for the work executed on the basis of such recorded measurements on the format of the Trust in triplicate on or before the date of every month fixed for the same by the authorized representative of Trust. The contractor shall not be entitled to be paid any such interim payment if the gross work done together with net payment/adjustment of advances for material collected, if any, since the last such payment is less than the amount specified in Schedule "F", in which case the interim bill shall be prepared on the appointed date of the month after the requisite progress is achieved. authorized representative of Trust shall arrange to have the bill verified by taking or causing to be taken, where necessary, the requisite measurements of the work. Payment on account of amount admissible shall be made by the authorized representative of Trust certifying the sum to which the contractor is considered entitled by way of interim payment at such Full rates/ Part Rates as decided by the authorized representative of Trust.

All such interim payments shall be regarded as payment by way of advances against final payment only, and shall not preclude the requiring of bad, unsound and imperfect or unskilled work to be rejected, removed, taken away and reconstructed or re-erected. Any certificate given by the authorized representative of Trust relating to the work done or materials delivered forming part of such payment, may be modified or corrected by any subsequent such certificate(s) or by the final certificate and shall not by itself be conclusive evidence that any work or materials to which it relates is/are in accordance with the contract and specifications. Any such interim payment, or any part thereof shall not in any respect conclude, determine or affect in any way powers of the authorized representative of Trust under the contract or any of such payments be treated as final settlement and adjustment of accounts or in any way vary or affect the contract.

Pending consideration of extension of date of completion interim payments shall continue to be made as herein provided, without prejudice to the right of the Trust to take action under the terms of this contract for delay in the completion of work, if the extension of date of completion is not granted by the competent authority.

CLAUSE 8

Completion Certificate & Completion Plans

Within ten days of the completion of the work, the contractor shall give notice of such completion to the authorized representative of Trust and within thirty days of the receipt of such notice the authorized representative of Trust shall inspect the work and if there is no defect in the work, shall furnish the contractor with a final certificate of completion, otherwise a provisional certificate of physical completion indicating defects (a) to be rectified by the contractor and/or (b) for which payment will be made at reduced rates, shall be issued. But no final certificate of completion shall be issued, nor shall the work be considered to be complete until the contractor shall have removed from the premises on which the work shall be executed all scaffolding, surplus materials, rubbish and all huts and sanitary arrangements required for his/their work.

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people on the site in connection with the execution of the works as shall have been erected or constructed by the contractor(s) and cleaned off the dirt from all wood work, doors, windows, wall, floor or other parts of the building, in, upon, or about which the work is to be executed or of which he may have had possession, for the purpose of the execution thereof, and not until the work shall have been measured by the authorised representative of Trust. If the contractor shall fail to comply with the requirements of this clause, as to removal of scaffolding, surplus materials and rubbish and all huts and sanitary arrangements as aforesaid and cleaning off dirt on or before the date fixed for the completion of work, the authorised representative of Trust may at the expense of the contractor remove such scaffolding, surplus materials and rubbish etc., and dispose of the same as he thinks fit and clean off such dirt as aforesaid, and the contractor shall have no claim whatsoever in this regard except for any sum actually realised by the sale thereof.

CLAUSE 8 A

Contractor to Keep Site Clean

When the works are carried out, the splashes and dropping from white washing, colour-washing, painting etc, on walls, floor, windows, etc. shall be removed and the surface cleaned simultaneously with the completion of these items of work in the individual rooms, quarters or premises etc where the work is done without waiting for the actual completion of all the other items of work in the contract. In case the contractor fails to comply with the requirement of this clause, the authorized representative of Trust shall have the right to get this work done at the cost of the contractor either by Trust or through any other agency.

CLAUSE 9

Payment of Final Bill

The contractor shall submit the final bill in the same manner as specified in interim bills within one month of the date of the final certificate of completion furnished by the authorized representative of Trust. No further claims shall be made by the contractor after submission of the final bill and these shall be deemed to have been waived and extinguished. Payments of those items of the bill in respect of which there is no dispute and of items in dispute, for quantities and rates as approved by the authorized representative of Trust, will, as far as possible, be made within the period 6 months specified herein below, the period being reckoned from the date of receipt of the corrected bill by the authorized representative of Trust .

CLAUSE 9A

Payment of Contractor's Bill to Banks

Payments due to the contractor may, if so desired by him, be made to his bank instead of direct to him provided that the contractor furnishes to the authorized representative of Trust

- (1) an authorization in the form of a legally valid document such as a power of attorney conferring authority on the bank to receive payments, and,
- (2) his own acceptance of the correctness of the amount made out as being due to him by Trust or his signature on the bill or other claim preferred against Trust before settlement by the authorized representative of Trust of the account or claim by payment to the bank. While the receipt given by such banks shall constitute a full and sufficient discharge for the payment, the contractor shall wherever possible present bills duly receipted and discharged through his bankers.

Nothing herein contained shall operate to create in favour of the bank any rights or equities vis-à-vis the Shri.Jagdamba Devi Sarvajanik Trust Mohate Tal Pathardi Dist Ahmednagar (M.S)

CLAUSE 10

Cement & Steel

The contractor shall submit statement of cement at the time of each procurement, quantity procured, consumed and balance at site, supported by complete calculations reconciling in their registers on the site of work, total receipt total consumption and certified balance. Also Date of manufacturing and Expiry of the purchased materials .

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The contractor shall submit along-with every running bill (on account or interim bill) material-wise reconciliation statements supported by complete calculations reconciling total procured, total consumption and certified balance.

The contractor shall bear the cost of getting the material procured, loading, transporting to site, unloading, storing under cover as required, and the said materials shall not be removed /disposed off from the site of the work, on any account and shall be at all times open to inspection by the authorized representative of Trust or his authorized agent.

CLAUSE 10 A

Materials to be provided by the Contractor

The contractor shall, at his own expense, provide all materials, required for the works .

The contractor shall, at his own expense and without delay, supply to the Trust samples of materials to be used on the work and shall get these approved in advance. All such materials to be provided by the Contractor shall be in conformity with the specifications laid down or referred to in the contract. The contractor shall, if requested by the authorized representative of Trust , furnish proof, to the satisfaction of the authorized representative of Trust that the materials so comply.

If samples are not approved, the Contractor shall forthwith arrange to supply to the authorized representative of Trust for his approval fresh samples complying with the specifications laid down in the contract. When materials are required to be tested in accordance with the specifications, approval of the authorized representative of Trust shall be issued after the test results are received.

The Contractor shall at his risk and cost submit the samples of materials to be tested or analyzed and shall not make use of or incorporate in the work any materials represented by the samples until the required tests or analysis have been made and materials finally accepted by the authorized representative of Trust . The Contractor shall not be eligible for any claim or compensation either arising out of any delay in the work or due to any corrective measures required to be taken on account of and as a result of testing of materials

The contractor shall, at his risk and cost, make all arrangements and shall provide all facilities as the authorized representative of Trust may require for collecting, and preparing the required number of samples for such tests at such time and to such place or places as may be directed by the authorized representative of Trust and bear all charges and cost of testing unless specifically provided for otherwise elsewhere in the contract or specifications. The authorized representative of Trust or his authorized representative shall, at all time, have access to the works and to all workshops and places where work is being prepared or from where materials, manufactured articles or machinery are being obtained for the works and the contractor shall afford every facility and every assistance in obtaining the right to such access.

The authorized representative of Trust shall have full powers to require the removal, from the premises, of all materials which in his opinion are not in accordance with the specifications and in case of default the authorized representative of Trust shall be at liberty to employ at the expenses of the contractor, other persons to remove the same without being answerable or accountable for any loss or damage that may happen or arise to such materials. The authorized representative of Trust shall also have full powers to require other proper materials to be substituted thereof and in case of default the authorized representative of Trust may cause the same to be supplied and all costs, which may attend such removal, and substitution shall be borne by the Contractor.

CLAUSE 10 C Escalation due to price Variation NOT Payable.

The tenderers should note that price Escalation due to price variation, changes in various price indices, hike in taxes, royalties etc. and increase in labour wages or any other reason shall NOT be payable on any account under any circumstances.

CLAUSE 10 E

Dismantled Materials Trust's Property

The contractor shall treat all materials obtained during dismantling of a structure, excavation of the site for a work, etc as Trust's property and such materials shall be disposed off to the best advantage of Trust according to the instructions in writing issued by the authorized representative of Trust.

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CLAUSE 11

Work to be Executed in Accordance with Specifications, Drawings, Orders, etc.

The contractor shall execute the whole and every part of the work in the most substantial and workmanlike manner both as regards materials and otherwise in every respect in strict accordance with the specifications. The contractor shall also conform exactly, fully and faithfully to the design, drawings and instructions in writing in respect of the work signed by the authorized representative of Trust.

The contractor shall comply with the provisions of the contract and with the care and diligence execute and maintain the works and provide all labour and materials, tools and plants including for measurements and supervision of all works, structural plans and other things of temporary or permanent nature required for such execution and maintenance in so far as the necessity for providing these, is specified or is reasonably inferred from the contract. The contractor shall take full responsibility for adequacy, suitability and safety of all the works and methods of construction.

CLAUSE 12

Deviations, Variations Extent and Pricing

12.1 The authorized representative of Trust shall have power to make alteration in, omission from, additions to, or substitutions for the original specifications, drawings, designs and instructions that may appear to him to be necessary or advisable during the progress of the work, and contractor shall be bound to carry out the work in accordance with any instructions given to him in writing signed by the authorised representative of Trust and alterations/omissions, additions or substitutions shall form part of the contract as if originally provided therein and any altered, additional or substituted work which the contractor may be directed to do in the manner specified above as part of the works, shall be carried out by the contractor on the same conditions in all respects including price on which he agreed to do the main work except as hereafter provided.

12.1.1 The time for completion of the work shall, in the event of any deviations resulting in additional cost over the tendered value, be extended if requested by the contractor, as follows:

i) In the proportion which the additional cost of the altered, additional or substituted work, bears to the

original tendered value(+) plus

ii) 25% of the time calculated in (i) above or such further additional time as may be considered reasonable by the competent authority under Clause-5.

12.2 In the case of extra item(s) (items that are completely new, and are in addition to the items contained

in the contract), the contractor may, within 15 days of receipt of the order or occurrence of the item(s)

claim rates, supported by proper analysis, for the work and the authorised representative of Trust shall,

within one month of the receipt of the claim supported by analysis, after giving consideration to the

analysis of the rates submitted by the contractor, determine the rate on the basis of market rate(s).

In case of substituted items (items that are taken up with partial substitution or in lieu of items of work in the contract), the rate for the agreement item (to be substituted) and substituted item shall also be determined in the manner as mentioned below:-

12.2.1 If the market rate for the substituted item so determined is more than the quoted rate of the agreement item (to be substituted), the rate payable to the contractor for the substituted item shall be the rate for the agreement item (to be substituted) so increased to the extent of the difference between the market rates of the substituted item and the agreement item (to be substituted).

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- 12.2.2 If the market rate for the substituted item so determined is less than the quoted rate of the agreement item (to be substituted), the rate payable to the contractor for the substituted item shall be the rate for the agreement item (to be substituted) so decreased to the extent of the difference between the market rates of the substituted item and the agreement item (to be substituted).

In the case of contract items, substituted items, contract cum substituted items which exceeds the limits laid down in Schedule „F“ the contractor may within fifteen days of receipt of order or occurrence of the excess, claim revision of the rates, supported by proper analysis, for the work in excess of the above mentioned limits, provided that if the rate so claimed are in excess of the rates specified in the Schedule of Quantities, the authorized representative of Trust shall within one month of receipt of the claims supported by analysis, after giving consideration to the analysis of the rates submitted by the contractor, determine the rates on the basis of market rates and the contractor shall be paid in accordance with the stipulated rates so determined for the quantities in excess of the deviation limit laid down in schedule-F.

- 12.3 The provisions of the preceding paragraph shall also apply to the decrease in the rates of items for the work in excess of the limits laid down in Schedule „F“, and the authorized representative of Trust shall after giving notice to the contractor within one month of occurrence of the excess and after taking into consideration any reply received from him within fifteen days of the receipt of the notice, revise the rates for the work in question within one month of the expiry of the said period of fifteen days having regard to the market rates.

- 12.4 The contractor shall send to the authorized representative of Trust once every one months, an Up to date account giving complete details of all claims for additional payments to which the contractor may consider himself entitled and of all additional work ordered by the authorized representative of Trust which he has executed during the preceding month failing which the contractor shall be deemed to have waived his right.

- 12.5 Any operation incidental to or necessarily has to be in contemplation of tenderer while filing tender, or necessary for proper execution of the item included in the Schedule of Quantities or in the schedule of rates mentioned above, whether or not, specifically indicated in the description of the item and the relevant specifications, shall be deemed to be included in the rates quoted by the tenderer or the rate given in the said schedule of rates, as the case may be. Nothing extra shall be admissible for such operations.

CLAUSE 13.

Foreclosure of Contract due to Abandonment or Reduction in Scope of Work

If at any time after acceptance of the tender “Trust” shall decide to abandon or reduce the scope of the work for any reason whatsoever, the authorized representative of Trust shall give notice in writing to that effect to the contractor and the contractor shall act accordingly in the matter. The contractor shall have no claim to any payment of compensation or otherwise whatsoever, on account of any profit or advantage which he might have derived from the execution of the work. Further, the contractor shall not have any claim for compensation by reasons of an alteration having been made in the original specifications, drawings, designs and instructions which shall involve any curtailment of the work as originally contemplated.

The contractor shall be paid at contract rates full amount for works executed at site and, in addition, a reasonable amount as certified by the authorized representative of Trust for the items hereunder mentioned which could not be utilized on the work to full extent due to curtailment in the scope of the work or foreclosure of the contract.

- i) Proportionate expenditure, incurred on preliminary site work (e.g. temporary access roads, temporary labour huts, staff quarters and site offices, storage accommodation and water storage tanks) and tool and plants.
- ii) The authorized representative of Trust shall have the option to take over contractor's materials or any part thereof brought to site. For materials taken over or to be taken over by the authorized representative of Trust, the cost of such materials shall however, take into account purchase price, cost of transportation and

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deterioration or damage which may have been caused to materials whilst in the custody of the contractor.

- iii) For contractor's materials not retained by the authorized representative of Trust, reasonable cost of transporting such materials and tools and plants from site to contractor's permanent stores or to his other works, whichever is less, shall be payable.

The contractor shall, if required by the authorized representative of Trust, furnish to him books of account, wage books, time sheets and other relevant documents as may be necessary to enable him to assess and certify the reasonable amount payable.

CLAUSE 14.

Suspension of work

- i) The contractor shall, on receipt of the order in writing of the authorized representative of Trust (whose decision shall be final and binding on the contractor) suspend the progress of the works or any part thereof for such time and in such manner as the authorized representative of Trust may consider necessary so as not to cause any damage or injury to the work already done or endanger the safety thereof for any of the following reasons:
- a) On account of any default on the part of the contractor or ;
 - b) For proper execution of the works or part thereof for reasons other than the default of the contractor; or
 - c) For safety of works or part thereof.

The contractor shall, during such suspension, properly protect and secure the works to the extent necessary and carry out the instructions given in that behalf by the authorized representative of Trust .

- (ii) If the suspension is ordered for reasons (b) and (c) in sub-para (i) above:

- a) The contractor shall be entitled to an extension of time equal to the period of every such suspension PLUS 25%, for completion of the item or group of items of work for which a separate period of completion is specified in the contract and of which the suspended work forms a part, and
- b) If the total period of all such suspensions in respect of an item or group of items or work for which a separate period of completion is specified in the contract exceeds thirty days, the contractor shall, in addition, be entitled to such compensation as the authorized representative of Trust may consider reasonable in respect of salaries and/or wages paid by the contractor to his employees and labour at site, remaining idle during the period of suspension, adding thereto 2% of salaries and/or wages to cover indirect expenses of the contractor, provided the contractor submits his claim supported by details to the authorized representative of Trust within 15 days of the expiry of the period of 30 days.
- (iii) If the works or part thereof is suspended on the orders of the authorized representative of Trust for more than three months at a time, except when suspension is ordered for reason (a) in sub-para (i) above, the contractor may after receipt of such order serve a written notice on the authorized representative of Trust requiring permission within 15 days from receipt by the authorized representative of Trust of the said notice, to proceed with the work or part thereof in regard to which progress has been suspended and if such permission is not granted within that time, the contractor, if he intends to treat the suspension, where it affects only a part of the work as an omission or such part by Trust or where it affects whole of the works, as an abandonment of the works by Trust, shall within ten days of expiry of such period of 15 days give notice in writing of his intention to the authorized representative of Trust . In the event of the contractor treating the suspension as an abandonment of the contract by the Trust, he shall have no claim to payment of any compensation on account of any profit or advantage which he might have derived from the execution of the work in full but which he could not derive in consequence of the abandonment. He shall, however, be entitled to such compensation, as the authorized representative of Trust may consider reasonable, in respect of salaries and /or wages paid by him to his employees and labour at site, remaining idle in consequence adding to the total thereof 2% of salaries and /or wages to cover indirect expenses of the contractor provided the contractor submits his claim supported by details to the authorized representative of Trust within 30 days of the expiry of the period of three months.

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CLAUSE 15.

Inspection and Supervision of Works

All works under or in course of execution or executed in pursuance of the contract shall at all times be opened and accessible to the inspection and supervision of authorized representative of Trust, his authorised subordinates in charge of the work and all the "Trust members", and contractor shall at all times, during the usual working hours and at all other times at which reasonable notice of the visit of such , authorized representative of Trust, his authorised subordinates has been given to the contractor, either himself be present to receive orders and instructions or have a responsible agent duly accredited in writing, present for that purpose. Orders given to the contractor's agent shall be considered to have the same force as if they had been given to the contractor himself.

CLAUSE 16.

Rectifications of defects

If it shall appear to the authorized representative of Trust or his authorised subordinates in charge of the work that any work has been executed with unsound, imperfect, or un skilful workmanship or with materials or articles provided by him for the execution of work which are unsound or of a quality inferior to that contracted or otherwise not in accordance with the contract, the contractor shall, on demand in writing which shall be made within One months of the completion of the work from the authorized representative of Trust specifying the work, materials or articles complained of notwithstanding that the same may have been passed, certified and paid for forthwith rectify or remove and reconstruct the work so specified in whole or in part, as the case may require or as the case may be, remove the materials or articles so specified and provide other proper and suitable materials or articles at his own charge and cost. In the event of the failing to do so, within a period specified by the authorized representative of Trust in his demand aforesaid, the contractor shall be liable to pay compensation at the same rate as under clause 2 of the contract (for non-completion of the work in time) for this default.

In such case, the authorized representative of Trust may not accept the item of work at the rates applicable under the contract but may accept such items at reduced rates as the competent authority may consider reasonable during the preparation of on account bills or final bill if the item is so acceptable without detriment to the safety and utility of the item and the structure or he may reject the work out right without any payment and/or get it and other connected and incidental items rectified or removed and re-executed at the risk and cost of the contractor. Decision of the authorized representative of Trust to be conveyed in writing in respect of the same will be final and binding on the contractor.

CLAUSE 17.

Contractor liable for damages, defects during maintenance period

If the contractor or his working people or servants shall break, deface, injure or destroy any part of building in which they may be working, or any building, road, road kerb, fence, enclosure, water pipe, cables, drains, electric or telephone post which the work or any part is being executed, or if any damage shall happen to the work while in progress from any cause whatever or if any defect, shrinkage or other faults appear in the work within **One year (12 months)** after a certificate final or otherwise of its completion shall have been given by the authorized representative of Trust as aforesaid arising out of defect or improper materials or workmanship the contractor shall upon receipt of a notice in writing on that behalf make the same good at his own expense or in default the authorized representative of Trust cause the same to be made good by other workmen and deduct the expense from any sums that may be due or at any time thereafter may become due to the contractor, or from his security deposit or the proceeds of sale thereof or of a sufficient portion thereof. The security deposit of the contractor shall not be refunded before the expiry of **twelve** months after the issue of the certificate final or otherwise, of completion of work, or till the final bill has been prepared and passed whichever is later.

CLAUSE 18.

Contractor to supply Tools and Plants etc.

The contractor shall provide at his own cost all materials ,plant, tools, appliances, implements, ladders,

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cordage, tackle, scaffolding and temporary works required for the proper execution of the work, whether original, altered or substituted and whether included in the specification or other documents forming part of the contract or referred to in these conditions or not, or which may be necessary for the purpose of satisfying or complying with the requirements of the authorized representative of Trust as to any matter as to which under these conditions he is entitled to be satisfied, or which he is entitled to require together with carriage therefor to and from the work. The contractor shall also supply without charge the requisite number of persons with the means and materials, necessary for the purpose of setting out works, and counting weighing and assisting the measurement for examination at any time and from time to time of the work or materials. On his failing to do so, the same may be provided by the authorized representative of Trust at the expense of the contractor and the expenses may be deducted, from any money due to the contractor, under this contract or otherwise and/or from his security deposit or the proceeds of sale thereof, or a sufficient portion thereof.

CLAUSE 18 A

Recovery of compensation paid to workman

In every case in which by virtue of the provisions sub-section (1) of Section 12, of the Workmen's Compensation Act, 1923, "Trust" is obliged to pay compensation to a workman employed by the contractor, in execution of the works, "Trust" will recover from the contractor the amount of the compensation so paid; and, without prejudice to the rights of the "Trust" under sub-section (2) of Section 12, of the said Act, "Trust" shall be at liberty to recover such amount or any part thereof by deducting it from the security deposit or from any sum due by "Trust" to the contractor whether under this contract or otherwise. "Trust" shall not be bound to contest any claim made against it under sub-section (1) Section 12, of the said Act, except on the written request of the contractor and upon his giving to "Trust" full security for all costs for which "Trust" might become liable in consequence of contesting such claim.

CLAUSE 18 B

Ensuring Payment & Amenities to Workers, if Contractor Fails

In every case in which by virtue of the provisions of the Building & Other Construction Workers (Regulation of Employment & Condition of Service) Act 1996", The Building & Other Construction Workers (Regulation of Employment & Condition of Service) Rules 1998, AND, Contract Labour (Regulation and Abolition) Act, 1970, and of the Contract Labour (Regulation and Abolition) Central Rules, 1971, amended from time to time, "Trust" is obliged to pay any amounts of wages to a workman employed by the contractor in execution of the works, or to incur any expenditure in providing welfare and health amenities required to be provided under the above said Act and the rules under Clause 19H or under the Contractor's Labour Regulations, or under the Rules framed by the Government / "Trust" from time to time for the protection of health and sanitary arrangements for workers employed by the Contractor, "Trust" will recover from the contractor the amount of wages so paid or the amount of expenditure so incurred ; and without prejudice to the rights of the "Trust" under relevant provisions of above mentioned Acts, "Trust" shall be at liberty to recover such amount or any part thereof by deducting it from the security deposit or from any sum due by the "Trust" to the contractor whether under this contract or otherwise "Trust" shall not be bound to contest any claim made against it under the relevant provisions of above mentioned Acts, except on the written request of the contractor and upon his giving to the "Trust" full security for all costs for which "Trust" might become liable in contesting such claim

CLAUSE 19

Labour Laws to be Complied by the Contractor

The contractor shall comply with the provisions of the "The Building & Other Construction Workers (Regulation of Employment & Condition of Service) Act 1996" and the "The Building and Other Construction Workers Welfare Cess Act 1996" amended from time to time and rules framed there-under. The contractor shall comply with the provisions of the "The Building & Other Construction Workers (Regulation of Employment & Condition of Service) Rules 1998" and the "The Building and Other Construction Workers Welfare Cess Rules 1998", amended from time to time. The "Trust" at the time of making any payment to the contractor for work done and measured under the contract shall deduct such sum at the rate, as prescribed in the The Building and Other Construction Workers Welfare Cess Rules as applicable to the

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State in which the work is situated, of gross value of the work done from each running bill and final bill. Such deduction will be transferred to the State Workers Welfare Board by the "Trust" as per the rules. The "Trust" as Principal Employer, shall continue to monitor the rigorous implementation of the act/rules during the currency of the contract. The contractor shall register himself under The Building & Other Construction Workers (Regulation of Employment & Condition of Service) Act 1996" & The Building & Other Construction Workers (Regulation of Employment & Condition of Service) Rules 1998, and, the "The Building and Other Construction Workers Welfare Cess Act 1996" and the "The Building and Other Construction Workers Welfare Cess Rules 1998", AND, shall also obtain a valid Licence under the Contract Labour (R&A) Act 1970, and the Contract Labour (Regulation and Abolition) Central Rules 1971, as amended from time to time, before the commencement of the work and continue to have these validated until the completion of the work.

CLAUSE 19 A

No labour below the age of eighteen years shall be employed on the work.

CLAUSE 19 B

Payment of wages

- i) The contractor shall pay to labour employed by him either directly or through sub-contractors, wages not less than fair wages as defined in the contractor's Labour Regulation or as per the provisions of The Building & Other Construction Workers (Regulation of Employment & Condition of Service) Act 1996", The Building & Other Construction Workers (Regulation of Employment & Condition of Service) Rules 1998, AND, contract labour (Regulation and Abolition) Act 1970, and the contract labour (Regulation and Abolition) Central Rules, 1971, wherever applicable
- ii) The contractor shall, notwithstanding the provisions of any contract to the contrary, cause to be paid fair wage to labour indirectly engaged on the work, including any labour engaged by his sub-contractors in connection with the said work, as if the labour had been immediately employed by him.
- iii) In respect of all labour directly or indirectly employed in the works for performance of the contractor's part of this contract, the contractor shall comply with or cause to be complied with the contractor's Labour Regulations made by the Government / "Trust" from time to time in regard to payment of wages, wage period, deductions from wages recovery of wages not paid and deductions unauthorisedly made, maintenance of wage books or wage slips, publication of scale of wages and other terms of employment, inspection and submission of periodical returns and all other matters of the like nature or as per the provisions of The Building & Other Construction Workers(Regulation of Employment & Condition of Service) Act 1996", The Building & Other Construction Workers (Regulation of Employment & Condition of Service) Rules 1998, AND, contract labour(Regulation & Abolition) Act, 1970, and the Contract Labour (Regulation and Abolition) Central Rules, 1971, wherever applicable.
- iv) a) The authorized representative of Trust concerned shall have the right to deduct from the moneys due to the contractor any sum required or estimated to be required for making good the loss suffered by a worker or workers by reason of non-fulfilment of the conditions of the contract for the benefit of the workers, non-payment of wages or of deductions made from his or their wages which are not justified by their terms of the contract or non-observance of the Regulations.
- v) b) Under the provisions of Minimum Wages (Central) Rules, 1950, the contractor is bound to allow to the labours directly or indirectly employed in the works one day rest for six days continuous work and pay wages at the same rate as for duty. In the event of default the authorized representative of Trust shall have the right to deduct the sum or sums not paid on account of wages for weekly holidays to any labours and pay the same to the persons entitled thereto from any money due to the contractor by the authorized representative of Trust concerned
- vi) The contractor shall indemnify and keep indemnified "Trust" against payments to be made under and for the observance of the Laws aforesaid and the contractor's Labour Regulations without prejudice to his right to claim indemnity from his sub-contractors.
- vii) The laws aforesaid shall be deemed to be a part of this contract and any breach thereof shall be deemed to be a breach of this contract.

CLAUSE 19 C

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- 1) In respect of all labour directly or indirectly employed in the work for the performance of the contractor's part of this contract, the contractor shall, at his own expense, arrange for the safety provisions as per Model Safety Code framed from time to time and shall, at his own expense, provide for all facilities in connection therewith. The contractor shall ensure that at the construction site of The Building or other construction work, adequate safety measures are taken to protect The Building workers against any accident etc. The adequate safety measures in conformity with the provisions of Part III of The Building and Other Construction Workers (Regulation of Employment and condition of service) Central Rules 1998 should be provided in addition to the safety measures laid down in Model Safety Code. In case of any discrepancy, the safety measures as per Part III of the Building and Other Construction Workers (Regulation of Employment and condition of service) Central Rules 1998 shall supersede other provisions.
- (2) In case the contractor fails to make arrangements and provide necessary facilities as aforesaid he shall be liable to pay a penalty of Rs.1000/- for each default and in addition the authorized representative of Trust shall be at liberty to make arrangement and provide facilities as aforesaid and recover the costs incurred in that behalf from the contractor.

CLAUSE 19 D

The contractor shall submit by the 4th and 19th of every month, to the authorized representative of Trust a true statement showing in respect of the second half of the preceding month and the first half of the current month respectively.

- (1) the number of labourers employed by him on the work,
- (2) their working hours,
- (3) the wages paid to them,
- (4) the accidents that occurred during the said fortnight showing the circumstances under which they happened and the extent of the damages and injury caused by them, and,
- (5) the number of female workers who have been allowed maternity benefit according to Clause 19 F and the amount paid to them.

Failing which the contractor shall be liable to pay to "Trust" a sum not exceeding Rs.1000/- for each default or materially incorrect statement. The decision of the authorized representative of Trust shall be final in deducting from any bill due to the contractor the amount levied as fine and be binding on the Contractor.

CLAUSE 19 E

In respect of all labour directly or indirectly employed in the works for the performance of the contractor's part of this contract, the contractor shall comply with or cause to be complied with all the provisions of various statutes/enactments and rules there under framed by the Central/State Governments, and rules framed by "Trust" from time to time for the protection of health and sanitary arrangements for the workers employed by the "Trust". Notwithstanding the above provisions, the contractor shall be liable for levy of any penalty in case he fails to meet the requirements of The Building and Other Construction Workers (Regulation of Employment and Condition of Service) Act, 1996 and The Building and Other Construction Workers (Regulation of Employment and Condition of Service) Central Rules 1998 and Contract Labour (Regulation and Abolition) Act, 1970 and Contract Labour (Regulation and Abolition) Central Rules, 1971, Industrial Disputes Act, 1947 or any other Labour laws relating there of and rules made there under from time to time

CLAUSE 19 G

Should it appear to the authorized representative of Trust that the contractor(s) is/ are not properly observing and complying with the provisions of the Contractor's Labour Regulations and Model Rules and the provisions of The Building & Other Construction Workers(Regulation of Employment & Condition of Service) Act 1996", The Building & Other Construction Workers (Regulation of Employment & Condition of Service) Rules 1998, AND, Contract labour (Regulation and Abolition) Act, 1970, and the Contract Labour (R&A) Central Rules 1971, for the protection of health and sanitary arrangements for the work-people employed by the contractor(s)(hereinafter referred as "the said Rules") the authorized representative of Trust shall have power to give notice in writing to the contractor(s) requiring that the said Rules to be complied with and the

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amenities prescribed therein be provided to the work-people within a reasonable time to be specified in the notice. If the contractor(s) shall fail within the period specified in the notice to comply with and/or observe the said Rules and to provide the amenities to the workpeople as aforesaid, the authorized representative of Trust shall have the power to provide the amenities herein before mentioned at the cost of the contractor(s). The contractor(s) shall erect, make and maintain at his/their own expense and to approved standards all necessary huts and sanitary arrangements required for his/their work-people on the site in connection with the execution of the works, and if the same shall not have been erected or constructed, according to approved Standards, the authorized representative of Trust shall have power to give notice in writing to the contractor(s) requiring that the said huts and sanitary arrangements be re-modeled and/ or reconstructed according to approved standards, and if the contractor(s) shall fail to remodel or reconstruct such huts and sanitary arrangements according to approved standards within the period specified in the notice, the authorized representative of Trust shall have the power to remodel or reconstruct such huts and sanitary arrangements according to approved standards at the cost of the contractor(s).

CLAUSE 19 H -----

CLAUSE 19 I

The authorized representative of Trust may require the contractor to dismiss or remove from the site of the work any person or persons in the contractor's employment upon the work who may be incompetent or misconducts himself and the contractor shall forthwith comply with such requirements.

CLAUSE 20

Minimum wages Act to be Compiled with

The contractor shall comply with all the provisions of the Minimum Wages Act, 1948, The Building & Other Construction Workers (Regulation of Employment & Condition of Service) Act 1996 and Contract Labour (Regulation and Abolition) Act, 1970, amended from time to time and rules framed there-under and other labour laws affecting contract labour that may be brought into force from time to time.

CLAUSE 21

Work not to be sublet, Action in case of Insolvency

The contract as a whole or part thereof shall not be assigned or sublet or transferred either directly or indirectly whether by creating agent on the basis of General Power of Attorney or in any other manner or given on general power of attorney without the written approval of the authorized representative of Trust. If the contractor assign or sublet (engagement of labour on a piece-work basis or of labour with materials not to be incorporated in the work, shall not be deemed to be subletting) or give on general power of attorney or transferred either directly or indirectly whether by creating agent on the basis of General Power of Attorney or in any other manner, his contract, or attempt to do so, or become insolvent or commence any insolvency proceedings or make any composition with his creditors or attempt to do so, SHRI JAGDAMBA DEVI SARVJANIK TRUST, MOHATE Tal Pathardi Dist Ahmednagar (M.S) shall have powers to adopt the courses specified in Clause 3 hereof in the interest of "Trust" and in the event of any courses being adopted the consequences specified in the said Clause 3 shall ensue.

LAUSE 22

All sums payable by way of compensation under any of these conditions shall be considered as reasonable compensation to be applied to use of "Trust" without reference to the actual loss or damage sustained and whether or not any damage shall have been sustained.

CLAUSE 23

Changes in Firm's Constitution to be intimated

Where the contractor is a partnership firm, the previous approval in writing of the "Trust" shall be obtained before any change is made in the constitution of the firm. Where the contractor is an individual or a Hindu undivided family business concern such approval as aforesaid shall likewise be obtained before the contractor

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enters into any partnership agreement where-under the partnership firm would have the right to carry out the works hereby undertaken by the contractor. If previous approval as aforesaid is not obtained, the contract shall be deemed to have been assigned in contravention of Clause 21 hereof and the same action may be taken, and the same consequences shall ensue as provided in the said Clause 21.

CLAUSE 24

All works to be executed under the contract shall be executed under the direction and subject to the approval in all respects of the authorized representative of Trust who shall be entitled to direct at what point or points and in what manner they are to be commenced, and from time to time carried on.

CLAUSE 25

Settlement of Disputes & Arbitration

Except where otherwise provided in the contract all questions and disputes relating to the meaning of the specifications, design, drawings and instructions herein before mentioned and as to the quality of workmanship or materials used on the work or as to any other question, claim, right, matter or thing whatsoever in any way arising out of or relating to the contract, designs, drawings, specifications, estimates, instructions orders or these conditions or otherwise concerning the works or the execution or failure to execute the same whether arising during the progress of the work or after the cancellation, termination, completion or abandonment thereof shall be dealt with as mentioned hereinafter

- (i) If the contractor considers that any work demanded of him to be outside the requirements of the contract, disputes any drawings, record or decision given in writing by the authorized representative of Trust on any matter in connection with or arising out of the contract or carrying out of the work, to be unacceptable, he shall promptly within 15 days request the "Trust" in writing for written instruction or decision. Thereupon, the "Trust" shall give his written instructions or decision within a period of one month from the receipt of contractor's letter.
- (ii) If the "Trust" fails to give his instructions or decision in writing within the aforesaid period or if the contractor is dissatisfied with the instructions or decision of the "Trust", the contractor within a period of 30 days from receipt of the decision, give a notice, in the form prescribed by the "Trust" as per Appendix-XV to the Administrative Head of the SHRI JAGDAMBA DEVI SARVJANIK TRUST, MOHATE Tal Pathardi Dist Ahmednagar (M.S) for appointment of an arbitrator to adjudicate the notified claims failing which the said decision shall be final binding & conclusive and not referable to adjudication by the arbitrator.
- (iii) Except where the decisions have become final, binding and conclusive in terms of **Sub para (ii) above, disputes or differences shall be referred for adjudication** through the arbitration by the Sole Arbitrator appointed by the SHRI JAGDAMBA DEVI SARVJANIK TRUST, MOHATE Tal Pathardi Dist Ahmednagar (M.S) .It will also be no objection to any such appointment that the Arbitrator so appointed is professional Arbitrator. If the arbitrator so appointed is unable or unwilling to act or resigns his appointment or vacates his office due to any reason whatsoever another sole arbitrator shall be appointed in the manner aforesaid by the said "Trust". Such person shall be entitled to proceed with the reference from the stage at which it was left by his predecessor.

It is a term of this contract that the party invoking arbitration shall give a list of disputes with amounts claimed in respect of each dispute along-with the notice for appointment of arbitrator and giving reference to the rejection by the "Trust" of the appeal.

It is also a term of this contract that no person other than a person appointed by such "Trust" as aforesaid should act as arbitrator and if for any reasons that is not possible, the matter shall not be referred to arbitration at all.

It is also a term of this contract that if contractor does not make any demand for appointment of arbitrator in respect of any claims in writing as aforesaid within 30 days/ 120 days of receiving the intimation from the authorized representative of Trust that the final bill is ready for payment, the claim of the contractor shall be deemed to have been waived and absolutely barred and "Trust" shall be discharged and released of all liabilities under the contract in respect of these claims.

The **arbitration** shall be conducted in accordance with the provisions of the Arbitration & Conciliation Act 1996 or any statutory modification or re-enactment thereof and the rules made thereunder and for the time being in force shall apply to the arbitration proceeding under this clause .

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It is also a term of this contract that the arbitrator shall adjudicate on only such disputes as are referred to him by the appointing authority and give separate award against each disputes and claim referred to him. The arbitrator shall give reasons for the award for each dispute referred to him.

It is also a term of the contract that if any fees are payable to the arbitrator these shall be paid equally by both the parties.

It is also a term of the contract that the arbitrator shall be deemed to have entered on the reference on the date he issues notice to both the parties calling them to submit their statement of claims and counter statement of claims. The venue of the arbitration shall be such place as may be fixed by the arbitrator in his sole discretion. The fees, if any, of the arbitrator shall, if required to be paid before the award is made and published, be paid half and half by each of the parties. The cost of the reference and of the award (including the fees, if any, of the arbitrator) shall be in the discretion of the arbitrator who may direct to any, by whom and in what manner, such costs or any part thereof, shall be paid and fix or settle the amount of costs to be so paid.

CLAUSE 26

Contractor to Indemnify BSNL against Patent Rights

The contractor shall fully indemnify and keep indemnified the SHRI JAGDAMBA DEVI SARVJANIK TRUST, MOHATE Tal Pathardi Dist Ahmednagar (M.S) against any action, claim or proceeding relating to infringement or use of any patent or design or any alleged patent or design rights and shall pay any royalties which may be payable in respect of any article or part thereof included in the contract. In the event of any claims made under or action brought against "Trust" in respect of any such matters as aforesaid the contractor shall be immediately notified thereof and the contractor shall be at liberty, at his own expense, to settle any dispute or to conduct any litigation that may arise therefrom, provided that the contractor shall not be liable to indemnify the SHRI JAGDAMBA DEVI SARVJANIK TRUST, MOHATE Tal Pathardi Dist Ahmednagar (M.S) , if the infringement of the patent or design or any alleged patents or design right is the direct result of an order passed by the authorized representative of Trust in this behalf.

CLAUSE 27

Lumpsum Provisions in Tender

When the estimate on which a tender is made includes lumpsum in respect of parts of the work, the contractor shall be entitled to payment in respect of the items of work involved or the part of the work in question at the same rates as are payable under this contract for such items, or if the part of the work in question is not, in the opinion of the authorized representative of Trust , payable by measurement, the authorized representative of Trust may at his discretion pay the lumpsum amount entered in the estimate, and the certificate in writing of the authorized representative of Trust shall be final and conclusive against the contractor with regard to any sum or sums payable to him under the provisions of this clause.

CLAUSE 28

Action where no Specifications are specified

In case of any class of work for which there are no such specifications as referred to in Clause 11, such work shall be carried out in accordance with the Bureau of Indian Standards specifications. In case there is no such specifications in Bureau of Indian Standards, the work shall be carried out as per manufacturer's specifications. In case no such manufacturer's specifications is available then as per District Specifications. In case there are no such specifications as required above, the work shall be carried out in all respects in accordance with the instructions and requirements of the authorized representative of Trust .

CLAUSE 29

Withholding and lien in respect of sum due from the Contractor

- i) Whenever any claim or claims for payment of a sum of money arises out of or under the contract or against the contractor, the authorized representative of Trust or the "Trust" shall be entitled to withhold and also have a lien to retain such sum or sums in whole or in part from the security, if any, deposited by the contractor and for the purposes aforesaid, the authorized representative of Trust or the "Trust" shall be entitled to withhold

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the security deposit, if any, furnished as the case may be and also have lien over the same pending finalization or adjudication of any such claim. In the event of the security being insufficient to cover the claimed amount or amounts or if no security has been taken from the contractor, the authorized representative of Trust or the "Trust" shall be entitled to withhold and have a lien to retain such claimed amount or amounts referred to above, from any sum or sums found payable or which may at any time thereafter become payable to the contractor under the same contract or any other contract with the authorized representative of Trust or the "Trust" or any contracting person through the authorized representative of Trust pending finalization of adjudication of any such claim.

It is an agreed term of the contract that the sum of money or moneys so withheld or retained under the lien referred to above by the authorized representative of Trust or the "Trust" will be kept withheld or retained as such, by the authorized representative of Trust, till the claim arising out of or under the contract is determined by the arbitrator (if the contract is governed by the arbitration clause) or by the competent court, as the case may be and that the contractor will have no claim for interest or damages whatsoever on any account in respect of such withholding or retention under the lien referred to above and duly notified as such to the contractor. For the purpose of this clause, where the contractor is a partnership firm or a limited company, the authorized representative of Trust or the "Trust" shall be entitled to withhold and also have a lien to retain towards such claimed amount or amounts in whole or in part from any sum found payable to any partner / limited company as the case may be, whether in his individual capacity or otherwise.

- ii) The "Trust" shall have the right to cause an audit and technical examination of the works and the final bills of the contractor including all supporting vouchers, abstract, etc., to be made after payment of the final bill and if as a result of such audit and technical examination any sum is found to have been overpaid in respect of any work done by the contractor under the contract or any work claimed to have been done by him under the contract and found not to have been executed, the contractor shall be liable to refund the amount of over-payment and it shall be lawful for the "Trust" to recover the same from him in the manner prescribed in sub-clause (i) of this clause or in any other manner legally permissible; and if it is found that the contractor was paid less than what was due to him under the contract in respect of any work executed by him under it, the amount of such under payment shall be duly paid by the "Trust" to the contractor, without any interest thereon whatsoever.

Provided that the "Trust" shall not be entitled to recover any sum overpaid, nor the contractor shall be entitled to payment of any sum paid short where such payment has been agreed upon between the "Trust" on the one hand and the contractor on the other under any term of the contract permitting payment for work after assessment by the "Trust"

CLAUSE 29 A

Lien in respect of claims in other contracts

Any sum of money due and payable to the contractor (including the security deposit returnable to him) under the contract may be withheld or retained by way of lien by the authorized representative of Trust or the "Trust" or any other contracting person or persons or through Engineer-in-Charge against any claim of the authorized representative of Trust or "Trust" or such other person or persons in respect of payment of a sum of money arising out of or under any other contract made by the contractor with the authorized representative of Trust or of the "Trust" or with such other person or persons.

It is an agreed term of the contract that the sum of money so withheld or retained under this clause by the authorized representative of Trust or the "Trust" will be kept withheld or retained as such by the authorized representative of Trust or the "Trust" or till his claim arising out of the same contract or any other contract is either mutually settled or determined by the arbitration clause or by the competent court, as the case may be and that the contractor shall have no claim for interest or damages whatsoever on this account or on any other ground in respect of any sum of money withheld or retained under this clause and duly notified as such to the contractor.

CLAUSE 31

Water Supply and Power Supply

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The Contractor (s) shall make his/t heir own arrangements for water and power supply required for the work and nothing extra will be paid for the same. This will be subject to the following conditions:

- i) That the water used by the contractor(s) shall be fit for construction purposes to the satisfaction of the authorized representative of Trust .
- ii) The authorized representative of Trust shall make alternative arrangements for water supply at the risk and cost of the contractor (s) if the arrangements made by the contractor (s) for procurement of water are in the opinion of the authorized representative of Trust , unsatisfactory.
- iii) The contractor shall make his own arrangement for temporary electric connection and shall make necessary payment for it direct to the concerned authority. On completion of the work he shall furnish a no dues certificate from the concerned authority failing which the claims/dues of the concerned authority shall be settled by the authorized representative of Trust at the contractor's risk and cost.

CLAUSE 31A

Departmental power & water supply, if available

Water and power supply if available may be supplied to the contractor by the "Trust" subject to the following conditions

- i) The water charges @ 1 % shall be recovered on gross amount of the work done.
- ii) The contractor (s) shall make his/their own arrangement of water connection and laying of pipelines from existing main source of supply.
- iii) The contractor shall make his own arrangement to extend the power supply from the tapping point and install a sub meter for recording consumption of power in the work. The consumption charges thereof shall be recovered from the contractor by deduction from his bills or from any other dues.
- iv) The "Trust" do not guarantee to maintain uninterrupted supply of water and power and it will be incumbent on the contractor (s) to make alternative arrangements for water and power at his/their own cost in the event of any break down in the "Trust" supply so that the progress of his/their work is not held up. No claim of damage or refund of water and power charges will be entertained on account of such break down.

CLAUSE 32

Alternate water arrangements

- i) Where there is no piped water supply arrangement and the water is taken by the contractor from the wells or hand pump constructed by the "Trust" no charge shall be recovered from the contractor on that account. The contractor shall, however, draw water at such hours of the day that it does not interfere with the normal use for which the hand pumps and wells are intended. He will also be responsible for all damage and abnormal repairs arising out of his use, the cost of which shall be recoverable from him. The authorized representative of Trust shall be the final authority to determine the cost recoverable from the contractor on this account and his decision shall be binding on the contractor.

CLAUSE 34

Plant & Machinery

The contractor shall arrange at his own expense all tools, plant, machinery and equipment (hereinafter referred to as T & P) required for execution of the work.

CLAUSE 36

Employment of Technical Staff and employees

Contractors Superintendence, Supervision, Technical Staff & Employees.

- i) The contractor shall provide all necessary superintendence during execution of the work and as long thereafter as may be necessary for proper fulfilling of the obligations under the contract.
The contractor shall immediately after receiving letter of acceptance of the tender and before commencement of the work, intimate in writing to the authorized representative of Trust the name, qualifications, experience, age, address and other particulars along with certificates, of the principal technical representative to be in charge of the work and **other technical representative(s) who will be supervising the work. Minimum requirement of such technical representative(s) and their**

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qualifications and experience shall not be lower than specified in Schedule 'F'. The authorized representative of Trust shall within 15 days of receipt of such communication intimate in writing his approval or otherwise of such representative to the contractor. Any such approval may at any time be withdrawn and in case of such withdrawal, the contractor shall appoint another such representative according to the provisions of this clause. Decision of the authorized representative of Trust shall be final and binding on the contractor in this respect. Such a principal technical representative shall be appointed by the contractor soon after receipt of the approval from the authorized representative of Trust and shall be available at site within fifteen days of start of the work.

If the authorized representative of Trust, whose decision in this respect is final and binding on the contractor, is convinced that no such technical representative or agent is effectively appointed or is effectively attending or fulfilling the provisions of this clause, a recovery shall be effected from the contractor as specified in Schedule 'F' and the decision of the authorized representative of Trust as recorded in the site order book and measurement recorded in Measurement Books shall be final and binding on the contractor. Further if the contractor fails to appoint a suitable **principal technical representative and/ or other technical representative(s) and if such appointed persons are not effectively present or are absent by more than two days without duly substitute** or do not discharge their responsibilities satisfactorily, the authorized representative of Trust shall have full powers to suspend the execution of the work until such date as a suitable **other technical representative(s) is/are** appointed and the contractor shall be held responsible for the delay so caused to the work. The contractor shall submit a certificate of employment of the technical representative(s) along-with every on account bill/ final bill and shall produce evidence if at any time so required by the authorized representative of Trust.

- i) The contractor shall also provide and employ on the site the required complement of technical assistants and foreman who are skilled and experienced in their respective fields for proper supervision of the work. The contractor shall provide and employ skilled, semi skilled and unskilled labour as is necessary for proper and timely execution of the work.

The authorized representative of Trust shall be at liberty to object to and require the contractor to remove from the works any person who in his opinion misconducts himself, or is incompetent or negligent in the performance of his duties or whose employment is otherwise considered by the authorized representative of Trust to be undesirable. Such person shall not be employed again at works site without the written permission of the authorized representative of Trust and the person so removed shall be replaced as soon as possible by competent substitutes.

CLAUSE 37

Levy/ Taxes Payable by Contractor

- i) Sales Tax/VAT (except Service Tax), Building and other Construction Workers Welfare Cess or any other tax or cess in respect of this contract shall be payable by the contractor and "Trust" shall not entertain any claim whatsoever in this respect.
- ii) The contractor shall deposit royalty and obtain necessary permit for supply of the red bajri, stone, kankar, etc. from local authorities.

CLAUSE 38

Conditions for reimbursement of Levy/ Taxes, if levied after receipt of tenders

- i) All tendered rates shall be inclusive of all taxes and levies **payable under respective statutes.**

However, if any further tax or levy or cess is imposed by statute, after the last stipulated date for the receipt of tender including extensions, if any, then the contractor's liability to pay properly such taxes/levies and "Trust" shall not entertain any claim whatsoever in this respect.

- i) The contractor 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 authorized representative of Trust and shall also furnish such other information /document as the authorized representative of Trust may require from time to time.

CLAUSE 39

Termination of Contract on death of Contractor

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Without prejudice to any of the rights or remedies under this contract if the contractor dies, the "Trust" shall have the option of terminating the contract without compensation to the contractor

CLAUSE 45

Release of Security Deposit after labour clearance

Security Deposit of the work shall not be refunded till the contractor produces a clearance certificate from the Labour Officer. As soon as the work is virtually complete the contractor shall apply for the clearance certificate to the Labour Officer under intimation to the authorized representative of Trust. The authorized representative of Trust on receipt of the said communication, shall write to the Labour Officer to intimate if any complaint is pending against the contractor in respect of the work. If no complaint is pending, on record till after 3 months after the completion of the work and/or no communication is received from the Labour Officer to this effect till six months after the date of completion, it will be deemed to have received the clearance certificate and the Security Deposit will be released if otherwise due.

CLAUSE 46

Insurance

Without limiting the Contractor's obligations and responsibilities stated elsewhere in the Contract, the Contractor shall at his own cost arrange, secure and maintain insurance in the joint names of the "Trust" and the contractor with any of the subsidiary of the General Insurance Corporation of India in such a manner that the "Trust" and the contractor are covered for all time during the period of contract i.e. the time period allowed for completion of work, extended period and the defect liability period. The insurance shall be effected in accordance with terms approved by the "Trust" and the contractor shall submit the insurance policies to the authorized representative of Trust within one week of signing of the agreement along with the receipt of premium. The contractor shall timely pay and submit the receipts of payment of premiums for extensions of policies, if any. The insurance shall cover the following:

a) Workman Compensation & Employers Liability Insurance.

This insurance shall be effected for all the contractor's employees engaged in the performance of the contract. The "Trust" shall not be liable in respect of any damages or compensation payable at law in respect of or in consequence of any accident or injury to any workman or any other person in the employment of the contractor and the contractor shall indemnify and keep indemnified the "Trust" against all such damages and compensation and against all claims, demands, proceedings, costs, charges and expenses, whatsoever in respect or in relation thereof.

b) Third Party Insurance.

The contractor shall be responsible for making good to the satisfaction of the authorized representative of Trust any loss or any damage to all structures and properties belonging to the "Trust" or being executed or procured or being procured by the "Trust" or of the other agencies within the premises of all work of the "Trust" if such loss or damage is due to fault and or the negligence or willful acts or omissions of the contractor, his employees, agents, representatives.

The contractor shall take sufficient care in moving his plants, equipment and materials from one place to another so that they do not cause any damage to any person or to the property of the "Trust" or any third party including overhead and underground cables and in the event of any damage resulting to the property of the "Trust" or to a third party during the movement of the aforesaid plant, equipment or materials, the cost of such damages including eventual loss of production, operation or services in any plant or establishment as estimated by the "Trust" or ascertained or demanded by the third party, shall be borne by the contractor.

Before commencing the execution of the work, the contractor, shall insure and indemnify and keep the "Trust" harmless of all claims, against the contractor's liability for any materials or physical damage, loss or injury which may occur to any property, including that of the "Trust" or to any person including any employee of

CLAUSES OF CONTRACT

"Trust" or arising out of the execution of the work or in the carrying out of the contract, otherwise than due to the matters referred to in the provision to (a) above. Such insurance shall be effected for an amount sufficient to cover such risks. The terms shall include a provision whereby, in the event of any claim in respect of which the contractor, would be entitled to receive indemnify under the policy being brought or made against the "Trust", the insurer willfully indemnify "Trust" against such claims and any costs, charges and expenses in respect thereof.

- c) The contractor shall also at times indemnify the "Trust" against all claims, damages or compensation under the provisions of Payment or Wages Act, 1936, Minimum Wages Act, 1948, Employer's Liability Act, 1938, the Workman's Compensation Act, 1947, Industrial Disputes Act, 1947 and Maternity Benefit Act, 1961, or any modification thereof or any other law relating thereof and rules made there under from time to time.
- d) Contractor shall also at his own cost carry and maintain any and all other insurance(s) which he may be required to take out under any law or regulation from time to time. He shall also carry and maintain any other insurance, which may be required by the authorized representative of Trust .

46.1 The Contractor shall prove to the authorized representative of Trust from time to time he has taken out all the insurance policies referred to above and has paid the necessary premiums for keeping the policies alive till expiry of the Defects Liability Period

46.2 The aforesaid insurance policies shall provide that they shall not be cancelled till the authorized representative of Trust has agreed for cancellation.

46.3 Remedy on the contractor's failure to insure

If the contractor shall fail to effect and keep in force the insurance referred to above or any other insurance which he/they may be required to effect under the terms of the contract then and in any such case authorized representative of Trust may without being bound to, effect and keep in force any such insurance and pay such premium or premiums, as may be necessary for that purpose and from time to time deduct the amount so paid by the authorized representative of Trust from any moneys due or which may become due to the contractor or recover the same as a debt due from the contractor.