

DRAFT TENDER PAPER

FOR

Name of Work : Construction of Kirtan Mandap Building at Mohatdevi Temple
Trust Premices, Mohate, Tal- Pathardi, Dist- Ahilyanagar.

Estimated Cost Put To Tender: Rs. 123.00 Lakh (Excl. GST)

CLIENT



Shri Jagdamba Devi Sarvjanik Trust Mohate, Tal- Pathardi, Dist- Ahilyanagar,
414102.

CONSULTANT



ARCHITECT

Ar. Pralhad Joshi

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DISCLAIMER

1. Detailed time table for the various activities to be performed by the Tenderer for quoting their offer is given in this Tender document under Tender schedule.
2. Contractor should carefully note down the cut-off dates for the carrying out each tendering process / activity.
3. In the event of, any damages or expenses arising from any difficulty, error, imperfection or inaccuracy with tendering procedures. Trust, Architect & Consultant will not be liable or responsible. It includes all associated services or due to such unavailability of the tender or any alike part thereof or any contents or any associated services.
4. Tenderers must follow the time table of tendering process and get their activities of tendering processes done well in advance so as to avoid any inconvenience due to unforeseen technical problem if any.
5. Trust / Architect / Consultant will not be responsible for any incomplete activity of tendering process of the tenderer due to technical error/ failure of unavailability of tender form etc. and it cannot be challenged by way of appeal, arbitration and in the Court of Law or elsewhere.
6. This tender document is solely prepared on the basis of information, design & drawings & BOQ provided to us.
7. Architect & Consultant shall not be remains / held responsible for any deviation in BOQ, tender amount etc. as Architect / Consultant is acting on behalf of & as a 'Consultant' only for the sake of tendering procedures.
8. The decision taken by the Trust / Authority is binding on contractor.
9. These tender documents are presented moreover in general acceptable forms almost all over & prevailing practicing in the area / field.
10. Any other special or relevant condition / entity need to be put in it, can be included as per special requirement's by the client.

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1. DEFINATIONS

1. **Arbitrator** – An arbitrator reviews testimony and evidence presented by the disputed parties at a hearing and resolves the dispute by issuing a decision that may include an award of money. In case of any dispute 'Sole Arbitrator' (Not below the rank Executive Engineer of public Works Department) can be appointed with the consent of both the parties in written.
2. **Architect** – The professional who designs and oversees the construction of buildings, often acting as the project leader and coordinating the design as well as execution team including contractor & all working agencies.
3. **Authority** – The individual or entity with the power to issue, accept, or make decisions related to the tender process. **In this case, CEO of Shri Jagdamba Devi Sarvajanik Trust, Mohate, Taluka Pathardi, District Ahilyanagar will be the Authority.**
4. **BOQ** – A detailed document that lists all the specifications, quantities of materials, labor, and associated costs required for a specific project.
5. **Codal Provision** – Codal Provision refers to specific clauses, requirements, or standards outlined in relevant codes, regulations, or legal frameworks that must be adhered to during the tendering process. As per prevailing practicing codes in India.
6. **Condition of Contract** – A Condition of Contract refers to a specific requirement or term within the contract that both parties must comply with. These conditions outline the obligations, responsibilities, and limitations of the contract, ensuring a structured and defined agreement between the involved parties.
7. **Consultant** – An individual / firm, or company whose proposal has been accepted by the tenderer or client to provide specialized advice, expertise, or services in any manner, but limited to the area of this / their expertise.
8. **Contractor** – The individual, firm, or company whose tender offer has been accepted by the owner or client, and they are obligated to perform the work outlined in the contract as per terms & conditions of this tender document.
9. **Court & Law (Indian Law)** – "Court" refers to the judicial bodies authorized to resolve disputes and enforce legal rights, including those arising from tender processes. "Law" encompasses the rules and principles governing these processes, including those related to the selection of contractors, the terms of contracts, and the remedies available to parties

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involved.

10. **Currency (Indian National Rupees)** - All financial transactions, bids, and payments will be made in Indian Rupees (INR) only.
11. **Design** - The blueprints, specifications, and other technical designs & drawings including architectural as well as structural, that outline the project's scope, requirements, and how the work should be executed.
12. **Drawing** - Visual representations of a project, including plans, elevations, sections, and other relevant details, used to illustrate the design intent and scope of work in general.
13. **EMD** - EMD stands for Earnest Money Deposit. It's a sum of money submitted by a bidder along with their bid to demonstrate their serious intent in participating in the bidding process unless otherwise specifies, it will be 1% amount of cost to put to tender.
14. **Engineer in-charge** - The Engineer-in-Charge acts as a liaison between the client as appointed by client or his representative, and the contractor, ensuring the project is executed according to plans and specifications.
15. **Estimate** - A document which furnishes the amount required for the quantities of different works involved, their rates and the expenditure anticipate in a project.
16. **Final Bill** - A "Final Bill" refers to the comprehensive invoice submitted by a contractor upon completion of all work under a contract, after submission which, contractor has no financial claims at all in respect of completion of this project.
17. **Jurisdiction** - The geographical area or legal territory within which the tender, contract, or project will be governed, executed, and disputes resolved. **in this case, the jurisdiction of 'Trust' area of possession & / or land in the District of Ahilyanagar.**
18. **NBC / IS Code** /- National Building Code (of India), which provides guidelines and standards for building design, construction, safety, and sustainability. IS code provides various standards of constructions as well as various practices for the execution of the project as whole.
19. **R.A. Bill** - The monthly running account bill issued by the Contractor by the 5th of Every month under this Agreement. Is treated as Running Account (RA) Bills.
20. **Schedule** - A detailed, supplemental document attached to the main tender document.
21. **Security Deposit** - A Security Deposit is a financial guarantee provided by the successful bidder to ensure satisfactory performance of the contract unless otherwise specified it will

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be 2% amount of cost put to tender.

- 22. **Tender-** A formal invitation from a buyer to potential suppliers (or contractors) to submit a bid or proposal for a specific project or service.
- 23. **The Client-** The organization or individual who initiating the work proposal & intended to get complete it.
- 24. **Project-** It is the work which has to be executed / completed as per given design & drawings or as per this tender documents as applicable in partly or as a whole, as the case may be.
- 25. **NIT – Notice Inviting Tender.**

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2. TENDER NOTICE.

2.1 Tender Notice published in newspaper.



नोंदणी क्र. ए-६३५/१९६५. (अहमदनगर)

श्री जगदंबा देवी सार्वजनिक ट्रस्ट, मोहटे

ता. पाथर्डी, ४१४१०२, जि. अहिल्यानगर.
फोन नं. ०२४२८-२३२१००, ७७४४९२०२२२
www.shrimohatadevi.org, Email id- jagdambadevi@gmail.com

जाहीर निविदा

संस्थानचे बांधकाम विभागामध्ये खालीलप्रमाणे बांधकाम करणेकामी अधिकृत नोंदणीधारक ठेकेदार व सम प्रकारच्या कामाचे अनुभवी ठेकेदार यांचेकडून बी-१ (पर्सेंटज रेट) सीलबंद निविदा मागवण्यात येत आहेत. कामांचा तपशील पुढील प्रमाणे.

अ. क्र.	कामाचे नाव	अंदाजपत्रकीय रक्कम रुपये	बयाणा रक्कम रुपये	काम पूर्ण करण्याची मुदत	निविदा कोरे फॉर्म किंमत रुपये
१	श्री मोहटा देवी मंदिर परिसरात कीर्तन मंडप इमारतीचे बांधकाम करणे. (PEB STRUCTURE)	१,२३,००,०००/- (जीएसटी अति.)	१,२३,०००/-	चार महिने (पावसाळ्यासह)	५०००/-

१. निविदा विक्री दिनांक १८ मे २०२५ पासून ते दिनांक २५ मे २०२५ रोजी दुपारी २.०० वाजेपर्यंत.
२. निविदा स्वीकृती अंतिम दिनांक २५ मे २०२५ रोजी दुपारी ४.०० वाजेपर्यंत.

निविदाधारकांसाठी सूचना:- १. जाहिरात प्रसिद्ध झालेपासून कोरे निविदा फॉर्म देवस्थान कार्यालयात कार्यालयीन वेळेत रोख रक्कम भरणा करून मिळतील. २. निविदेची बयाणा रक्कम (EMD) श्री जगदंबा देवी सार्वजनिक ट्रस्ट, मोहटे या नावे भारतीय स्टेट बँक शाखा, पाथर्डी येथील खाते क्रमांक- 36705343022 IFSC Code- SBIN0001307 वर आर.टी.जी.एस / एन.इ.एफ.टी / धनाकर्ष, ऑनलाइनद्वारे जमा करावी. त्या पावतीची सत्यप्रत निविदा अर्जासोबत दाखल करणे आवश्यक आहे. ३. मुदतीनंतर आलेल्या निविदांचा विचार केला जाणार नाही. ४. निविदा उघडण्याबाबत दिनांक व वेळ इ. निविदाधारकास कळवण्यात येईल. ५. सदरची निविदा सूचना, कामाची माहिती, अंदाजपत्रक देवस्थानचे संकेतस्थळ www.shrimohatadevi.org येथे उपलब्ध आहे. ६. कोणतेही कारण न देता कोणतीही निविदा स्वीकारणे अथवा नाकारणे किंवा निविदेच्या अटी व शर्तीमध्ये बदल करण्याचे अधिकार संस्थानने राखून ठेवलेले आहेत.

स्थळ - श्रीक्षेत्र मोहटादेवी
जाहिरात क्र. ११ / २०२५

(सुरेश भणगे)
मुख्य कार्यकारी अधिकारी
श्री जगदंबा देवी सार्वजनिक ट्रस्ट, मोहटे

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Sarvajnik Trust

2.2 Accepted Tender

(For office use only)

Name of Work : Construction of Kirtan Mandap Building at Mohatdevi Temple Trust Premices,
Mohate, Tal- Pathardi, Dist- Ahilyanagar.

- Original Agreement No. :
- Name of Contractor :
- Date of Receipt of Tender :
- Amount put to Tender : Rs. 1.23 cr.
- Percentage quoted :
- Amount of Contract :
- Date of Commencement :
- Time stipulated for completion of work : 4 months (Including Mansoon)
- Date of completion as per Agreement :
- Actual Date of Completion :
- Reference to sanction of Tender :
- Extension of time limit :
- Extension of time limit : 1
2
3
- Certified that this original Agreement contains.

Pages 01 to

Fly leaves No.

Drawings No.

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2.3 Earnest Money Deposit & Security Deposit

The EMD applicable amount shall be paid by DD/Online only in the name of **Trust** Only.

2.3.1 Earnest Money : **Rs. 1,23,000/-**

2.3.2 Total Security Deposit : 2 % (Two percent) **Rs.2,46,000/-** (50% in DD/FDR/B.G. at the time of Agreement and 50% from R.A. bills).

2.4 Tender Schedule

• For online submission of Earnest Money Deposit & Security Deposit bank details of client as under.	
• Name	: Shri Jagdamba Devi Sarvajanik Trust, Mohate
• Bank Name	: State Bank of India,
• Branch Name	: Pathardi
• Account No.	: 36705343022,
• IFSC Code	: SBIN0001307

- Cost of Tender Form : 5000/- Each.
- Period for purchase of Tender Forms : 18/05/2025 to 25/05/2025
- Date of Pre-bid meeting : 23/05/2025 at Trust office
- Last date and time for submission of tender / bid. : 23/05/2025
- Date and time for opening of tender (E1) : Technical Bid 25/05/2025
- Date and time for Financial Bid (E2) : Immediately after scrutiny of E1 or as decided by authority in case of any other reason's.
- Receipt of EMD stamp paper of Rs.500/- bond Affidavit (Original) in prescribed format given in Annexure I sworn before Executive Magistrate / Notary and Tender Document fees, to be paid in terms of DD / FDR of Additional performance Security Deposit (If required). : Document Tender Fee and EMD To be paid as per NIT.
- Registration class of Contractor : Class: - IV-A and Above. (As per PWD Norms)

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To Be Filled By the Contractor

I/We have quoted my/our offer in **percentage rate** in words as well as in figures. I/We further undertake to enter into contract in regular **"B-1"** form.



Name and signature of Contractor/
Power of Attorney holder with complete
address & Authority Letter

Online Percentage offer tenders in **'B-1'** Form are invited by the **Client** for the following work from **Contractors registered in appropriate class of the Public Works Department of Maharashtra State**. The name of work, estimated cost, earnest money, security deposit, time limit for completion etc. are as mentioned in 2.2

Any other relevant information can be sought from the office of trust in working hours during & up to date of submission of tender abide only. After state of submission no call/ / claim will be entertained in any manner.

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3 TENDERING PROCEDURE

3.1 Blank Tender Forms.

Tender Forms can be purchased from the office of **trust**, after paying Tender Fees in cash / online mode as per the **Tender Schedule**.

The set of drawing may be supplied to the tenderers in "Hard Copy" by the **Client**, on proof of receipt of payment towards tender fees as per the tender schedule.

3.2 Pre-Tender Conference (Pre-Bid Meeting)

3.2.1 The Pre-tender conference will be open to all prospective tenders, who will submit the Tender fee, prior to the time of pre-tender conference, and obtain receipt from **Trust**.

3.2.2 Pre-tender conference open to all prospective tenderers who have downloaded tender form before the date of Pre-tender Conference, will be held - on Date 21/05/2025 at 12.00 Hrs. in the office of the **Trust** where in prospective & Tenderers will have an opportunity to obtain clarifications regarding the work and the Tender Conditions.

3.2.3 The prospective tenderers are free to ask for any additional information or clarification either in writing or orally concerning the work, and the reply to the same will be given by the - in writing and this clarification referred to as Common Set of Conditions/Deviations (C.S.D.), shall form part of tender documents and which will also be common and applicable to all tenderers. The point/points if any raised in writing and/or verbally by the contractor in pre-tender conference and not finding place in C.S.D. issued after the pre- bid conference, is/are deemed rejected. In such case the provision in NIT (Notice Inviting Tender) shall prevail. No individual correspondence will be made thereafter with the contractor / tenderer in this regard.

3.2.4 The tender submitted by the tenderer shall be based on the clarification, additional facility offered (if any) by the **Client**, and this tender shall be unconditional. **Conditional tenders shall be summarily REJECTED.**

3.2.5 All tenderers are cautioned that tenders containing any deviation from the contractual terms and conditions, specifications or other requirements and conditional tenders will be treated as non- responsive & will be rejected summarily The tenderer should clearly mention in forwarding letter that his offer (in envelope No.1 & 2) does not contain any conditions, deviations from terms and conditions stipulated in the tender.

3.3 Pre-requisites to participate in the Tenders :

In case of authorization Certificate issued to an Authorized User of a Partnership Firm is used for signing and submitting a bid, it will be considered as a no objection certificate / power of attorney to that User to submit the bid on behalf of the Partnership Firm. The Partnership Firm has to authorize a specific individual via an authorization certificate signed by a partner of the firm (and

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in case the applicant is a partner, another partner in the same form is required to authorize) to proceed for and act on the half of Partnership firm.

The same procedure holds true for the Authorized Users in a Private / Public Limited Company. In this case, the Authorization Certificate will have to be signed by the Director of the Company or the Reporting Authority of the Applicant. Form 1 Authority Certificate profarma.

3.4 Steps to be followed by Contractors to participate in this Tenders processed by Trust.

3.4.1 Short listing of Contractors for Financial Bidding Process:

The Tendering Authority will first open the Technical Bid documents (E1) of all Contractors and after scrutinizing these documents will shortlist the Contractors who are eligible for Financial Bidding Process. (E1) The short-listed Contractors who are present at the time opening & intimated will be intimated immediately. No other conservation will be made in this regards.

3.4.2 Opening of the Financial Bids (E2):

The Contractors may remain present in the Office of the Tender Opening Authority at the time of opening of Financial Bids. However, the results of the Financial Bids of all Contractors shall be available at the office of client, immediately after the completion of opening process. No other conservation will be made in this regards.

3.5 Tender Schedule (Key Dates):

The Contractors are strictly advised to follow the Dates and Times allocated to each stage as indicated in the Time Schedule in the Detailed Tender Notice for the Tender. The time schedule of the Tender stages may be extended as per requirements of client only.

3.6 ENVELOPE No. 1: (Documents Required)

The bidder must purchase the bidding documents from the office of Client by filling the cost of Tender.

The first envelope "Envelope No. 1" shall contain the following documents:

- 3.6.1 The EMD if applicable will be paid as per 2.2 of this tender. Regarding details of bidders bank Account from which tender fee and EMD is paid online shall be scanned and uploaded if bidders fail to upload this document the bid will be rejected.
- 3.6.2 Scanned copy of valid certificate, Valid D.D. (original) as a Registered Contractor with the Government of Maharashtra P.W. Department. In appropriate class and Joint Venture (J/V) shall not be allowed.
- 3.6.3 Scanned Original copy of valid GST Registration Certificate.
- 3.6.4 The list of Machinery and plants immediately available with the tenderer for use on this

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work and list of machinery proposed to be utilized on this work, but not immediately available and the manner in which it is proposed to be procured **Form No. 2 & 3.**

- 3.6.5 Details of work done during carried out in the in the state of Maharashtra proceeding last Five years with the value of work unfinished **Form No. 4.**
- 3.6.6 Details of work of similar type and magnitude carried out by the contractor in last 5 years **(in form No. 5)**. The contractor will have to produce a certificate from an officer not below the rank of Executive Engineer for the works pertaining to Govt. Dept. or certificate from licensed architect in case of Private Works or copies thereof duly attested by Gazetted officer in Public Works Department of Govt. of Maharashtra.
- 3.6.7 Details of list of works in hand as on Date of submission of this tender. (Information to be given in Performa of **Form No. 6**).
- 3.6.8 A The financial offers in envelope II of only such contractor, who produce the above-mentioned certificate and information, shall be considered eligible for opening.
- 3.6.9 Details of Technical Personnel on the rolls of the tenderer. (Information to be given in Performa of **Form No.7**). Bidders shall fill the relevant information of Key persons and Technical Staff available with him in the formats and fields specified in this Tender (**Form No. 7**). Out of the total Key Persons and Technical Staff available with bidder: shall submit the document desire to deploy for this work.
- 3.6.10 Certified copy of Partnership Deed and Power of Attorney, in case of a firm tendering for work. (True copy attested by a Gazetted Officer.)
- 3.6.11 The Bond of affidavit (as per Page **Annexure 1**) should be submitted on stamp paper of Rs.500/- registered before the notary or Executive Magistrate.
- 3.6.12 The contractor shall not be entitled to claim any compensation / interest from Trust on account of delay in payment of R.A. Bills / Final Bill due to paucity of funds. The contractor shall submit the Undertaking shall be submitted on Contractor Letter Head) (Separate for Each Work) in this regard in the format (as per **Annexure 3**).

A) Minimum Eligibility Criteria (Pre-Qualification Criteria)for Post Qualification :

To qualify for a package of contract made up of this and other contracts the bidder must demonstrate having experience and resources sufficient to meet the aggregate of the qualifying criteria for the individual contracts.

The applicant must be well established contractor with experience and capability in construction of works similar to the work incorporated in this tender. The applicant must provide evidence of having adequate experience in modern technology in carrying out work like this. with adequate control aided by up to the testing laboratory. In order to assess the experience and capability of contractor for execution of the work under construction a minimum criterion has been specified. These minimum criteria will be judged from past experience of contractor. The applicant bidder has adequate bid capacity, should have

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executed the work as stated below in any one year during a period of the last Five years at price level 2024-25. The other requirements such as that of turnover and of execution of similar work are also stated below.

3.6.13 A) Maximum Annual Turnover :

Achieved a maximum annual financial turnover (in all classes of civil engineering construction works only) in last Five year at price level 2024-25 not less than 80 % annual cost of the work. (Maximum annual financial turnover is Rs 98.40 Lakhs) In support of this, attested copy of Annual Audit Report certified by the registered Chartered Accountant in which indicates contract receipts should be submitted and also be submitted the work done certificates issued by competent authority not less than the rank of Executive Engineer.

3.6.13 B) Similar Type of Work :

Satisfactorily completed as a prime contractor of similar Type work of during last Five years i.e. as follows:

- 1) Completed Three Separate Similar works. The cost of each work shall not be less than 40% of the cost put to tender (Cost of each work minimum Rs. 49.20 lakhs)
OR
- 2) Completed Two Separate Similar works. The cost of each work shall not be less than 50% of the cost put to tender (Cost of each work minimum Rs. 61.50 lakhs)
OR
- 3) Completed One Similar work. The cost of work shall not be less than 80% of the cost put to tender (Cost of each work minimum Rs. 94.40 lakhs).

3.6.13 C) Available Bid Capacity :

Bidders who meet the minimum qualification criteria will be qualified only if their available bid capacity is more than the total value of the works for which he has offered his bid. The available bid capacity will be calculated as under.

Assessed Available Bid Capacity = $[(A \times N \times 2.00) - B]$

A =	Maximum Value of civil engineering works executed in last Five years (updated to price level 2024-25) taking in to account the completed as well as works in progress (Computed Form No.VI)
N =	Number of years prescribed for completion of the work for which bids are invited.
B =	Value as 2024-25 price level of existing commitment and ongoing to be completed during the next 09 Months (Nine Months) (period completion of the works for which bids are invited)

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- 3.6.14 All the documents shall be given by contractor in Envelope No. 1 correctly and completely otherwise his Envelope No. 2 will not be opened. Even though the Bidders meet the above qualifying criteria, they are subject to be disqualified if they have made. Misleading or false representations in the Statements, attachments submitted in proof of the qualification requirements.
- 3.6.15 Contactor must have minimum available Bid capacity not less than the cost to tender.
- 3.6.16 **Contactor 'must' attach a valid copy of "Certification of Association" from authority of "TATA BLUESCOPE STEEL" as the material available from the same is only intended to be used for this project.**
- 3.6.17 **The right to change or alter the 3.6.15 at any stage of contract or even during execution, is reserved with the TRUST at all times, and contractor does not has any kind of claim (including financial or any other alike) against it.**
- 3.6.18 **Contractor is free to submit the tender with his own design & drawings (Pertaining to the material only of TATA BLUESCOPE STEEL). Proof checking for the same (in case of acceptance of his tender) will be sole responsibility of contractor including any charges / fees etc. for the same**
- 3.6.19 Minimum executed Quantity required as per **Form No. 8.**
- 3.6.20 Minimum Machineries required as per **Form No. 9.**
- 3.6.21 Site convergency declaration **Annexure 4.**

3.7 Additional Condition :

- 3.7.1 The contractor is obliged to add the affidavit (Appendix-1) to the stamp paper of **Rs. 500/-** to the contractor for all the documents connected with the tender of all priced tender. The contractor will be fully responsible if it is found that, any paper is false or manipulated partly or fully, at any stage, even after issuing of work order. Trust / Architect / Consultant will not be responsible for such disqualification.
- 3.7.2 If in case a contractor is disqualified for the reason above 3.7.1, the contractor is entitled to 'Banned' at least for 3 years to participate any tendering procedures of the client.
- 3.7.3 Contractors will be responsible for the false documents connected with the tender. The officers who scrutinize the tender will not be responsible.
- 3.7.4 The tender acceptance is made by the Trust. If the documents submitted by the contractor after the tender acceptance are found false, the officers / committees who accept the concerned tender will not be responsible. Contractor will be responsible for false / fake documents and they will be charged with criminal offense in accordance with the Indian Penal Code.
- 3.7.5 If the documents connected with the payment submitted by the contractors after the work order is found false or fake the concerned contractors will be eligible for action as per the various sections of the Indian Penal Code. If the tender works are at the initial level, the

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tender will be canceled and action will be taken against the contractor.

3.8 Envelope No. 2 Tender (Financial Bid).

The tenderer shall submit his bid in closed Envelope no.2 (Confidential)

- 3.8.1 First of all, Envelope No. 1 (Technical bid) of the tender will be opened to verify its contents as per requirements. If the various documents contained in this envelope do not meet the requirements of the Trust, a note will be recorded accordingly by the tender opening authority and the said tenderers Envelope No. 2 will not be considered for further action and the same will be recorded.
- 3.8.2 Tenders who qualifies in opening of E1 & allied qualifying criteria, only their tenders will be processed for opening financial Bid (E2)
- 3.8.3 After opening of financial bid (E2), though the contractor offer becomes 'Lowest One' (L1), it doesn't means, he is entitled to get tender for the work. The decision of tender accepting authority (i.e. TRUST) in this regards will be fill & binding on all contractors irrespective of one's offer.

3.9 Earnest Money :

- 3.9.1 Earnest money amount as per 2.2 shall be paid as per NIT. Earnest Money in any other form except above will not be accepted.
- 3.9.2 The amount of EMD will be refunded to the unsuccessful tenderers on deciding about the acceptance or otherwise of the tender. In case of successful tenderer, it will be refunded on after paying initial Security Deposit and completing the tender documents in form B-1.

3.10 Security Deposit

The successful tenderer shall have to pay half the security deposit in approved security form (preferably in the form of National Saving Certificate) or in cash or in the form of Bank Guarantee (in the favor of Trust) from any Schedule Bank and balance Security Deposit will be recoverable through the bills at the percentage as shown in item(s) of the Memorandum in printed form or as may be decided by the Trust / Architect / Consultant / Engineer in charge during course of execution of the work looking to the position and circumstances that may prevail, whose orders will be final and binding on the contractor. The security deposit for the due performance of the contract shall be as detailed in the Tender Documents elsewhere, (Fifty percent of the security deposit will have to be deposited within seven days (including Government holidays) of the acceptance of the tender and the remaining fifty percent will be recovered from the Running Bills at the rate as specified in the tender form, on the cost of work at the time of acceptance of tender. Amount of total security deposit to be paid shall be 2 % of the cost of work, worked out as per Accepted Tender and Initial Security Deposit may be in Bank Guarantee form of tender document for full period of completion of work and it

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should be extendable up to expiry of valid extension if any, as directed by Architect / Consultant / Engineer-in-charge.

3.11 Condition For Payment Of Additional Performance Security Deposit If The Offer Is Received Lower, More Than 1% Below

In case lowest successful bidder's offer found more than 1.00 % below the estimated cost put to tender, in that case, the tenderer shall have to pay Additional Performance Security deposit drawn in favor of the Trust payable at Pathardi (in form of Demand Draft/ FDR / BG) within 08 (eight) days [in no case limit of 08 days will be increased] from the date of opening of financial bid i.e. 2nd envelope as specified below.

(Additional Security Deposit It is mandatory for the office to submit to the office 08 days or before the rules after opening this financial bid.)

- A) There is no need to pay Additional Performance Security deposit, if Tenderer's offer is up to 1% (one percent) below the estimated cost put to tender.
- B) If Tenderer's offer is up to 10% below the estimated cost put to tender, then the Additional Performance Security deposit shall be 1% of the estimated cost put to tender.
- C) If Tenderer's offer is up to 15 percent below the estimated cost put to tender, Tenderer shall submit 1% plus the percentage by which tender offer is more than 10% below of amount put to tender. (e.g. if tenderer offered 14% below, he has to submit (14% - 10%) + 1 %. i.e. total 5% of estimated cost put to tender) or minimum Rs.50,000/- whichever is higher
- D) If Tenderer's offer is more than 15 percent below the estimated cost put to tender, Tenderer shall have to submit Additional Performance Security Deposit as specified below.
- E) (For example: - If the rates quoted is 19% below)

1.	for offer upto 5% below the estimated cost put to tender	1 %
2.	for offer upto below the estimated cost put to tender (5% - 10% = 5 %)	5 %
3.	more than 10% below tenderer have to submit (e.g. if tenderer offered 19 % below tenderer have to submit (19 % – 10% = 9 % X 2 = 18%)	18 %
Total (1%+ 5% + 18%)		24 %

- F) If the calculated amount of additional Performance Security deposit is less than Rs.50,000/- then the performance security deposit shall be Rs.50,000/- minimum of

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the estimated cost put to tender.

- G) Amount of Additional Performance Security Should be rounded up to two decimal only.
- H) All above Demand Draft/ FDR/ BG shall be either of Government Bank or Scheduled Bank drawn in favor of Trust payable at Pathardi. In respect of Demand Draft its duly mentioning the MICR and IFSC code of said bank shall be mentioned.
- I) Successful Tenderer's Additional Performance Security will be refunded immediately upon the Certificate of satisfactorily completion of works issued by Architect / Consultant / Engineer-in-charge. In all other cases additional Performance Security shall be forfeited to Trust.
- J) In case of lowest successful bidder whose offer found more than 1% below fails or neglects to deposit the Additional performance Security within 08 (eight) specified days, then his EMD shall be forfeited to Trust. and 2nd lowest tenderer will become lowest and will be negotiated for award of work.
- K) The said amount of Additional Performance Security shall not carry any interest whatsoever.
- L) **Payment of Security Deposit by Bank Guarantee and Online Bank Guarantee Verification :**

Payment of Security Deposit by Bank Guarantee and online BG Verification: - If the contractor wishes to Deposit Security Deposit by Bank Guarantee after tender approval, then it is mandatory for contractor to verify the Bank Guarantee by paying verification fees of Rs.1,000/- + G.S.T.

3.12 No any 'Interest 'will be given on amount which is deposited towards the client (For any reason whatsoever) in any form, & will not be treated as 'claim' for the same by contractor. **(Annexure 2)**

3.13 Time Limit :

The work is to be completed within time limit as specified in the N.I.T. (4 Months) which shall be reckoned from the date of written work order for commencing the work and shall be inclusive of monsoon period.

3.14 Tender Rate :

No alteration in the form of tender and the schedule of tender and no additions in the scope of special stipulations will be permitted. Percentage offer quoted for the tender shall be taken as applicable for all leads and lifts.

3.15 Correction :

No corrections shall be made in the tender documents. Any corrections that are to be made shall be made by crossing the incorrect portion and writing the correct portions above with the initials of tenderer.

3.16 Tender Acceptance :

Acceptance of tender will rest with the - who reserves the right to reject any or all

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tenders without assigning any reason therefore. The tenderer whose tender is accepted will have to enter in to a regular B-1 agreement within 7 days of being notified to do so. In case of failure on the part of Tenderer to sign the agreement within the stipulated time, the earnest money paid by him shall stand forfeited to the Trust and the offer of the tenderer shall be considered as withdrawn by him.

3.17 Conditional Tender:

The tenders who do not fulfill the condition of the notification and the general rules and directions for the guidance of contractor in the agreement form or are incomplete in any respect are likely to be rejected without assigning any reason thereof.

- (a) The Tenderers shall be Presumed to have carefully examined the drawings, conditions and specifications of the work and have fully acquainted themselves with all details of the site and topography, locality, area of work etc. the conditions of rock and its joints, pattern, river, weather characteristics, labor conditions and in general with all the necessary information and data pertaining to the work, prior to tendering for the work.
- (b) The data whatsoever supplied by the Trust along with the tender documents are meant to serve only as guide for the tenderers while tendering and the Trust accepts no responsibility whatsoever either for the accuracy of data or for their comprehensiveness.
- (c) The quarries for extraction of metal, murum etc. shown by the Trust are only for the estimate purpose. The Contractor should however examine these quarries and see whether full quantity of materials required for execution of the work strictly as per specification are available in these sources before quoting the rates. In case the materials are not available due to reasons whatsoever, the contractor will have to bring the materials from any other source with no extra cost to Trust. **The rates quoted, should therefore be for all leads and lifts from wherever the materials are brought at site of work and inclusive of royalty to be paid to the Revenue Department by the Contractor.**

3.18 Power Of Attorney :

If the tenderers are a firm or company, they should in their forwarding letter mention the names of all the partners together with the name of the person who holds the power of Attorney, authorizing him to conduct all transactions on behalf of the body, along with the tender.

The tenderer may, in the forwarding letter, mention any points are may wish to make clear but the right is reserved by the competent authority to reject the same or the whole of the tender if the same becomes conditional tender thereby.

The contractor or the firms tendering for the work shall inform the Department if they appoint their authorized Agent on the work.

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No foreign exchange will be released by the Trust for the purchase of plants and machinery for the work by the Contractor.

Any dues arising out of contract will be recovered from the contractor as arrears of Land Revenue, if not paid amicably. Moreover, recovery of Trust dues from the Contractors will be affected from the payment due to the Contractor from any other Trust works under execution with them.

3.19 All pages of tender documents, conditions, specifications, correction slips etc. shall be initialed by the tenderer. The tender should bear full signature of the tenderer, or his authorized power of Attorney holder in case of a firm.

3.20 The Income Tax and surcharge etc. shall be deducted as per prevailing rate of Income Tax authority (presently the rate is approximate 2.30%) from bill amount whether measured bill, advance payment or secured advance.

3.21 GST shall be payable on the accepted **contractor value at prevailing rates, separately. Contractor shall quote his rates excluding GST.**

3.22 The above clause supersedes such relevant provision / clause in the NIT wherever mentioned.

3.23 The successful tenderer will be required to produce, to the satisfaction of the specified concerned authority a valid concurrent license issued in his favor under the provisions of the Contract Labour (Regulation and Abolition) Act 1970 or its amendments (if any) for starting the work. On failure to do so, the acceptance of the tender shall be liable to be withdrawn and also liable for forfeiture of the earnest money.

3.24 The tenderer shall submit the list of apprentices engaged by the Contractor under Apprentice Act.

3.25 Validity Period :

The offer shall remain open for acceptance for minimum period of **60 days** from the Date of opening of Envelope No. 2 (Financial Bid) and thereafter until it is withdrawn by the contractor by notice in writing duly addressed to the authority opening the tender and sent by Registered Post Acknowledgment due.

3.26 Mandatory Testing of Material and Penalty Clause

It is mandatory on the part of contractor to carry out all the required tests of various construction materials as mentioned in Schedule „B” of the tender. If the contractor fails to submit required test result of the various construction materials as mentioned in the items of Schedule B, he will be liable to deposit the amount at penal rate of five times of the amount of particular test which he has not carried out. Contractor will be informed by the Engineer in charge through letter. On receipt of letter, contractor will have to either deposit the said amount

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or to carry out the required test within 7 days. If he again fails to carry out the required tests in stipulated time limit, the said tests will be carried out by the trust and total expenditure incurred on the testing charges plus five times amount of testing charges will be recovered from the contractor's bill. As this recovery is only due to the negligence on the part of contractor to carry out work as per Tender conditions and Trust decision will be final and binding on the contractor and it cannot be challenged by the contractor by way of Appeal, Arbitration or in the court of law.

3.27 Tender Percentage for Royalty, Testing charges and Man power

While preparing DTP the Schedule B/BOQ amount shall be divided as (A) work Portion and (B) Royalty charge, Testing charges and Man Power For B-1 tender the Percentage shall be applied to work portion (A) only. In above both case the part "B" of schedule B/BOQ will be intact.

3.28 Necessary Bond regarding the use of "Crushed Sand" shall be submitted by the contractor clearly stating that, if any defects are observed during execution and defect liability period, the same shall be rectified at his own risk and cost.

3.29 Reversible Drum Type / Batch mix plant (Pan type) concrete mixer shall be used for concrete.

3.30 Integrity Pact: -

Successful bidder shall have to submit Integrity Pact in prescribed format (Annexure 3) on Rs.500/- Stamp Paper along with initial Security Deposit.

3.31 Bid Capacity: -

Bidder shall upload his BID Capacity Certificate of his C.A. downloaded on or before two days of submission. **If this certificate is not attached then tender shall be treated as non-responsive.**

3.32 Technical Personnel Deployment

Bidders shall fill the relevant information of Key persons and Technical Staff available with him in the formats and fields as specified / required. Out of the total Key Persons and Technical Staff available with bidder: shall submit the staff he desires to deploy for this work (Annexure).

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4 FORM B-1

PERCENTAGE RATE TENDER AND CONTRACT FOR WORKS

General Rules and Directions for the Contract

1. All works proposed to be executed by contract shall be notified in a form of invitation to tender pasted on a board hung up in the office of Trust and signed by the CEO.

This form will state the work to be carried out as well as the date for submitting and opening tenders, and the time allowed for carrying out the work, also the amount of earnest money to be deposited with the tender and the amount of security deposit to be deposited by the successful tenderer, and the percentage, if any, to be deducted from bills. Copies of the specifications, designs and drawings, estimated rates, scheduled rates and any other documents required in connection with the work shall be given for the purpose of identification and shall also be open for inspection by contractors at the office of the Trust during office hours.

Where the works are proposed to be executed according to the specifications recommended by a contractor and approved by a competent authority on behalf of the Trust such specifications with designs and drawings shall form part of the accepted tender.

2. In the event of the tender being submitted by a firm, it must be signed by each partner thereof, and in the event of the absence of any partner, it shall be signed on his behalf by a person holding a power of attorney authorizing him to do so.

2.1 The contractor shall pay along with the tender the sum of **Rs. 1,23,000/- (EMD 1%)** as and by way of earnest money. The contractor may pay the said amount as per NIT. The said amount shall not carry any interest what so ever.

2.2 In the event of his tender being accepted, subject to the provision of sub-clause (iii) below, the said amount of earnest money shall be appropriated towards the amount of security deposit payable by him under conditions of General Conditions of Contract.

2.3 If, after submitting the tender, the contractor withdraws his offer, or modifies the same or if after the acceptance of his tender the contractor fails or neglects to furnish the balance of security deposit without prejudice to any other rights and powers of the Trust, hereunder, or in law, Trust shall be entitled to forfeit the full amount of the earnest money deposited by him.

2.4 In the event of his tender not being accepted, the amount of earnest money deposited by

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the contractor shall, unless it is prior thereto forfeited under the provisions of sub-clause (iii) above, be refunded to him on his passing receipt therefor.

3. Receipts for payments made on account of any work, when executed by a firm, should also be signed by all the partners except where the contractors are described in their tender as a firm, in which case the receipt shall be signed in the name of the firm by one of the partners, or by some other person having authority to give effectual receipts for the firm
4. Any person who submits a tender shall submit his bid in **E2**.....stating at what percentage above or below the rates specified in schedule 'B' he is willing to undertake the work.
5. The Trust or its duly authorized Assistant shall open tenders in the presence of contractors who have submitted tenders or their representatives who may be present at the time, and he will enter the amounts of several tenders in a comparative statement in a suitable form. In the event of a tender being accepted, the contractor shall for the purpose of identification, sign copies of the specifications and other documents mentioned in rule 1. In the event of tender being rejected, the Trust officer shall authorize the concerned / Scheduled Bank concerned to refund the amount of the earnest money deposited, to the contractor making the tender, on his giving a receipt for the return of the money.
6. The officer competent to dispose of the tenders shall have the right of rejecting all or any of the tenders.
7. No receipt for any payment alleged to have been made by a contractor in regard to any matter relating to this tender or the contract shall be valid and binding on Trust unless it is signed by the Trust CEO.
8. All work shall be measured by standard measure and according to the rules and customs of the Architect / Consultant / Engineer in charge and their rates shall be without reference to any local custom.
9. Under no circumstances shall any contractor be entitled to claim enhanced rates for items in this contract.
10. Every registered contractor should produce along with his tender certificate of registration as approved contractor in the appropriate class and renewal of such registration with the date of expiry.
11. All corrections and additions or pasted slips should be initialed.
12. The measurements of work will be taken according to the usual method in use in the field and

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no proposal to adopt alternative methods will be accepted. The Architect / Consultant / Engineer in charge's decision as to what is the usual method in use in the field will be final.

13. The tendering contractor shall furnish a declaration along with the tender showing all works for which he has already entered into contract, and the value of work that remains to be executed in each case on the date of submitting the tender.
14. Every tenderer shall furnish along with the tender, information regarding the income-tax circle or ward of district in which he is assessed to income-tax the reference to the number of assessment and the assessment year.
15. In view of the difficult position regarding the availability of foreign exchange no foreign exchange would be released by the Department for the purchase of plant and machinery required for the execution of the work contracted for. (GOB/PWD/CFM/1058<196>62517 dated 26-9-1959)
16. The contractor will have to construct shed for storing controlled and valuable materials issued to him under Schedule. 'A' of the agreement, at the work site, having double locking arrangement. The materials will be taken for use in the presence of the Departmental person. No materials will be allowed to be removed from the site of works.
17. The contractors shall also give a list of machinery in their possession and which they propose to use on the work in the form of Statement No. II.
18. Every registered contractor should furnish along with tender a statement showing previous experience and technical staff employed by him, in the form of statement No. V.
19. Successful tenderer will have to produce to the satisfaction of the accepting authority a valid and current license issued in his favour under the provision of Contract Labour (Regulation and Abolition Act 1970) before starting work, failing which acceptance of the tender will be liable for withdrawal and earnest money will be forfeited to Government.
20. The Contractor shall comply with the provisions of the Apprentices Act 1961 and the rules and orders issued there-under from time to time. If he fails to do so, his failure will be a breach of the contract and the Engineer in charge, may, in his discretion cancel the contract. The contractor shall also be liable, for any pecuniary liability arising on account of any violation by him of the provisions of the Act.

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FOR OFFICE USE ONLY

.....
.....

Tender for the work

In figures as well as in words seal of contractor	<p>Tender for the work</p> <p>I\ we hereby tender for the execution, for the Client of the work specified in the underwritten memorandum within the time specified in such memorandum at (.....) percent <u>below</u> / <u>above</u> the estimated rates entered in Schedule 'B' memorandum showing items of work to be carried out and in accordance in all respects with the specifications, additional specifications, designs, drawings and instructions in writing referred to in Rule 1 hereof and in subsequent clauses of the annexed conditions of the contract and agree as per all clauses & conditions of contract that when materials for the work are provided by the Trust, such materials and the rate to be paid for them shall be as provided in Schedule 'A' here to.</p>
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5 CLAUSES & CONDITIONS OF CONTRACT

Clause 1: -

The person / persons whose tender may be accepted (hereafter called the contractor, which expression shall unless excluded by or repugnant to the context include his, heirs, executors, administrators, and assigns) shall (A) within 10 days (which may be extended by the Trust concerned up to one month respectively if the Engineer thinks fit to do so) of the receipt by him of the notification of the acceptance of his tender deposit with the Executive Engineer in cash or Government securities endorsed to the Executive Engineer (if deposited for more than 12 months) of sum sufficient which will make up the full security deposit specified in the tender or (B) Permit Government at the time of making any payment to him for work done under the contract to deduct such sum as will amount to ***Two percent**, of all moneys so payable such deductions to be held by Government by way of security deposit, provided always that in the event of the contractor depositing a lump sum by way of security deposit as contemplated at (A) above then and in such case if the sum so deposited shall not amount to ***Two percent**, of the total estimated cost of the work it shall be lawful for Government at the time of making any payment to the contractor for work done under the contract to make up the full amount of, ***Two percent**, by deducting a sufficient sum from every such payment as last aforesaid until the full amount of the security deposit is made up. All compensation or other sums of money payable by the contractor to Government under the terms of his contract may be deducted from, or paid by the sale of a sufficient part of his security deposit or from the interest arising therefrom, or from any sums which may be due or may become due by Government to the contractor under any other contract or transaction of any nature on any account whatsoever and in the event of his security deposit being reduced by reason of any such deduction or sale as aforesaid, the contractor shall, within 10 days there after make good in cash or Government securities endorsed as aforesaid any sum or sums which may have been deducted from or raised by sale of his security deposit or any part thereof. The security deposit referred to when paid in cash may, at the cost of the depositor, be converted into the interest-bearing securities provided that the depositor has expressly desired this in writing. If the amount of the security deposit to be paid in a lump sum within the period specified at (A) above is not paid, the tender/contract already accepted shall be considered as cancelled and legal steps taken against the contractor for recovery of the amounts. The amount of the security deposit lodged by a contractor shall be refunded 90% amount after two years completion of work which has DLP more than two years. if the date up to which the contractor has agreed to maintain the work in good order is over. The amount of security deposit lodged by a contractor shall be refunded 90 % amount of total Security Deposit only after 2 years from date of completion of work (which has DLP period is more than two years.). The amount of the security deposit retained by the Government shall be released after expiry of period up to which the contractor has agreed to maintain the work in good order is over. 10 % amount of Security Deposit shall be in the form of Nationalized Bank DD/ FDR / BG which mentioned period of one month after the DLP. In the event of the contractor failing or neglecting to complete rectification work within the period up to which the

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contractor has agreed to maintain the work in good order, then, subject to provisions of clauses 17 and 20 hereof the amount of security deposit retained by Government shall be adjusted towards the excess cost incurred by the Department on rectification work. **(As per Govt. Resolution dt. 29.01.2019)**

Note: This will be the same percentage as that in the tender at (e)

Clause 2: -

The time allowed for carrying out the work as entered in the tender shall be strictly observed by the contractor and shall be reckoned from the date on which the order to commence work is given to the contractor. The work shall throughout the stipulated period of the contract be proceeded with, with all due diligence (time being deemed to be the essence of the contract on the part of the contractor) and the contractor shall pay as compensation an amount equal to one per cent or such smaller amount as the Engineer (whose decision in writing shall be final) may decide, of the amount of the estimated cost of the whole work as shown by the tenderer for every day that the work remains uncompleted, or unfinished after the proper dates.

And further to ensure good progress during execution of the work, the contractor shall be bound, in all cases in which the time allowed for any work exceeds one month to complete.

The contractor should complete the work as per phase period given below 25% of the work in 1/4 of the time

50% of the work in 1/2 of the time 75% of the work in 3/4 of the time

Full of the work in full of the time

Full work will be completed in calendar months (including monsoon)

total amount of compensation to be paid under the provisions of this clause shall not exceed 10 per cent of the estimated cost of the work as shown in the tender.

Clause 3: -

In any case in which under any clause of this contract the contractor shall have rendered himself liable to pay compensation amounting to the whole of this security deposit whether paid in one sum or deducted by installments or in the case of abandonment of the work owing to serious illness or death of the contractor or any other cause the Trust, on behalf of the Trust, shall have power to adopt any of the following courses, as he may deem best suited to the interest of Trust:-

- (a) To rescind the contract (for which rescission notice in writing to the contractor under the hands of Executive Engineer shall be conclusive evidence) and in that case the security deposit of the contractor shall stand forfeited and be absolutely at the disposal of Government.
- (b) To carry out the work or any part of the work departmentally debiting the contractor with the cost of the work, expenditure incurred on tools and plant, and charges on additional supervisory staff including the cost of work-charged establishment employed for getting the un-executed part of the work completed and crediting him with the value of the work done departmentally in all respects in the same manner and at the same rates as if it had

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been carried out by the contractor under the terms of his contract.

- (c) The certificate of the Engineer as to the costs and other allied expenses so incurred and as to the value of the work so done departmentally shall be final and conclusive against the contractor.
- (d) To order that the work of the contractor be measured up and to take such part thereof as shall be unexecuted out of his hands, and to give it to another contractor to complete, in which case all expenses incurred on advertisement for fixing a new contracting agency, additional supervisory staff including the cost of work charged establishment and the cost of the work executed by the new contract agency will be debited to the contractor and the value of the work done or executed through the new contractor shall be credited to the contractor in all respects and in the same manner and at the same rates as if it had been carried out by the contractor under the terms of his contract. The certificate of the Engineer as to all the cost of the work and other expenses incurred as aforesaid for or in getting the unexecuted work done by the new contractor and as to the value of the work so done shall be final and conclusive against the contractor.

In case the contract shall be rescinded under clause (a) above the contractor shall not be entitled to recover or be paid, any sum for any work therefore actually performed by him under this contract unless and until the Engineer shall have certified in writing the performance of the such work and the amount payable to him in respect thereof and he shall only be entitled to be paid the amount so certified. In the event of either of the courses referred to in clause (b) or (c) being adopted and the cost of the work executed departmentally or through a new contractor and other allied expenses exceeding the value of such work credited to the contractors the amount of excess shall be deducted from any money due to the contractor, by Trust under the contract or otherwise howsoever or from his security deposit or the sale proceeds thereof provided, however, the contractor shall have no claim against Trust even if the certified value of the work done departmentally or through a new contractor exceeds the certified cost of such work and allied expenses, provided always that whichever of the three courses mentioned in clauses (a), (b) or (c) is adopted by the Executive Engineer, the contractor shall have no claim to compensation for any loss sustained by him by reason of his having purchased or procured any materials, or entered into any engagements, or made any advance on account of or with a view to the execution of the work or the performance of the contract.

Clause 4: -

If the progress of any particular portion of the work is unsatisfactory the Engineer shall not withstand that the general progress of the work is in accordance with the conditions mentioned in clause 2, be entitled to take action under clause 3(b) after giving the contractor 10 days' notice in writing. The contractor will have no claim for compensation, for any loss sustained by him owing to such action.

Clause 5: -

In any case in which any of the powers conferred upon the Engineer by clauses 3 and 4 hereof shall have become exercisable and the same shall not have been exercised the non-exercise

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thereof shall not constitute a waiver of any of the conditions hereof and such powers shall not withstanding be exercisable in the event of any future case of default by the contractor for which under any clause hereof he is declared liable to pay compensation amounting to the whole of his security deposit and the liability of the contractor for past and future compensation shall remain unaffected.

In the event of the Engineer taking action under sub-clause (a) or (c) of clause 3, he may, if he so desires, take possession of all or any tools & plant, materials and stores in or upon the work or the site thereof or belonging to the contractor, or procured by him 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 contract rates not being applicable at current market rates to be certified by the Engineer whose certificate thereof shall be final.

In the alternative the Executive Engineer may, after giving notice in writing to the contractor or his clerk of the work, foreman or other authorized agent require him to remove such tools & plant, materials, or stores from the premises within a time to be specified in such notice, and in the event of the contractor failing to comply with any such requisition, the Engineer may remove them at the contractor's expense or sell them by auction or private sale on account of the contractor and at his risk in all respects and the certificate of the Engineer as to the expense 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 6: -

If the contractor shall desire an extension of the time for completion of work on the ground of his having been unavoidably hindered in its execution or on any other ground he shall apply in writing to the Engineer before the expiration of the period stipulated in the tender or before the expiration of 30 days from the date on which he was hindered as aforesaid or on which the cause for asking for extension occurred, whichever is earlier and the Engineer, may be if in his opinion, there were reasonable grounds for granting an extension, grant such extension as he thinks necessary or proper. The decision of the Engineer in this matter shall be final.

Clause 7: -

On the completion of the work the contractor shall be furnished with a certificate by the Engineer (hereinafter called the Engineer-in- charge) of such completion: but no such certificate shall be given nor shall the work be considered to be completed until the contractor shall have removed from the premises on which the work shall have been executed, all scaffolding, surplus materials and rubbish, and shall have cleaned off, the dirt from all wood work, doors, windows, wall, floor or other parts of any building in or upon which the work has been executed or of which he may have had possession for the purpose of executing the work, nor until the work shall have been measured by the Engineer-in-charge or where the measurement have been taken by his

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subordinates until they have received approval of the Engineer-in-charge, the said measurements being binding and conclusive against contractor. If the contractor shall fail to comply with the requirements of this clause as to the removal of scaffolding surplus materials and rubbish and cleaning of dirt on or before the date fixed for the completion of the work the Engineer-in-charge may at the expense of the contractor, remove such scaffolding, surplus materials and rubbish, and dispose of the same as he thinks fit and clean off such dirt as aforesaid and the contractor shall forthwith pay the amount of all expenses so incurred, but shall have no claim in respect of any such scaffolding or surplus materials as aforesaid except for any sum actually realized by the sale thereof.

Clause 8: -

No payment shall be made for any work estimated to cost less than rupees one thousand till after the whole of work shall have been completed and a certificate of completion given. But in the case of works estimated to cost more than rupees 25 Lakh the contractor shall on submitting a monthly bill therefore be entitled to receive payment proportionate to the part of the work than approved and passed by the Engineer-in-charge, whose certificate of such approval and passing of the sum so payable shall be final and conclusive against the contractor. All such intermediate payments shall be regarded as payments by way of advance against the final payments only and not as payments for work actually done and completed and shall not preclude the Engineer-in-charge from requiring any bad, unsound imperfect or unskillful work to be removed or taken away and reconstructed or re-erected nor shall any such payment be considered as an admission of the due performance of the contract or any part thereof in any respect or the occurring of any claim nor shall it conclude, determine or effect in any other way the powers of the Engineer-in-charge as to the final settlement and adjustment of the accounts or otherwise, or in any other way vary or effect. Payment on intermediate certificate to be regarded as advances Payment at reduced rates on account of items of work not accepted as completed, to be at the discretion of the Engineer-in-charge the contract. The final bill shall be submitted by the contractor within one month of the date fixed for the completion of the work, otherwise the Engineer- in-charge's certificate of the measurements and of the total amount payable for the work shall be final and binding on all parties.

Clause 9: -

The rates for several items of works estimated to cost more than Rs.1000/- agreed to within, shall be valid only when the item concerned is accepted as having been completed fully in accordance with the sanctioned specifications. In cases where the items of work are not accepted as so contemplated by the Engineer-in-charge he may make payment on account of such items at such reduced rates as he may consider reasonable in the preparation of final or on account bills.

Clause 10: -

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A bill shall be submitted by the contractor in each month on or before the date fixed by the Engineer-in-charge for all work executed in the previous month, and the Engineer-in-charge shall take or cause to be taken the requisite measurement for the purpose of having the same verified and the claim, so far as it is admissible, shall be adjusted, if possible, within ten days from the presentation of the bill. If the contractor does not submit the bill within the time fixed as aforesaid, the Engineer-in-charge may depute a subordinate to measure up the said work in the presence of the contractor or his duly authorized agent whose countersignature to the measurement list shall be sufficient warrant, and Engineer-in-charge may prepare a bill from such list which shall be binding on the contractor in all respects. If the contractor's representative is not available after the 1st notice/information is given to the contractor, then a 2nd notice/information will be given, and the measurement can be taken in the absence of the contractor or their representative. These measurements and the bill prepared accordingly shall be final and binding on the contractor.

Clause 11: -

The contractor shall submit all bills on the printed forms to be had on application at the office of the Engineer-in-charge. The charges to be made in the bills shall always be entered at the rates specified in the tender or in the case of any extra work ordered in pursuance of these conditions, and not mentioned or provided for in the tender at the rates hereinafter provided for such work.

Clause 12: -

If the specification or estimate of the work provides for the use of any special description of material to be supplied from the store of the Trust. store or if it is required that the contractor shall use certain stores to be provided by the Engineer-in-charge. (such material and stores and the prices to be charged therefor as hereinafter mentioned being so far as practicable for the convenience of the contractor but not so as in any way to control the meaning or effect of this contract specified in the schedule or memorandum hereto annexed) the contractor shall be supplied with such materials and stores as may be required from time to time to be used by him for the purpose of the contract only, and the value of the full quantity of the materials and stores so supplied shall be set off or deducted from any sums then due, or thereafter to become due to the contractor under the contract, or otherwise, or from security deposits or the proceeds of sale thereof if the security deposit is held in Government securities, the same or a sufficient portion thereof shall in that case be sold for the purpose.

All materials supplied to the contractor shall remain the absolute property of Trust and shall on no account be removed from the site of the work, and shall at all times be open for inspection by the Engineer-in-charge. Any such materials unused and in perfectly good condition at the time of completion or determination of the contract shall be returned to the Trust store. if the Engineer-in-charge so requires by a notice in writing given under his hand but the contractor shall

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not be entitled to return any such materials except with consent of the Engineer-in-charge and he shall have no claim for compensation on account of any such material supplied to him as aforesaid but remaining unused by him or for any wastage in or damage to any such materials.

Clause 12 (A): -

All stores of controlled materials to be supplied to the contractor by Trust should be kept by the contractor under lock and key and will be accessible for inspection by the Engineer or his agent at all times.

Clause 13: -

The contractor shall execute the whole and every part of the work in the most substantial and workmanlike manner, and both as regards materials and every other respect in strict accordance with specifications. The contractor shall also conform exactly, fully and faithfully to the designs, drawings and instructions in writing relating to the work signed by the Engineer-in-charge and lodged in his office and to which the contractor shall be entitled to have access for the purpose of inspection at such office, or on the site of work during office hours. The contractor shall be entitled to receive three sets of contract drawings and working drawings as well as one certified copy of the accepted tender along with the work order free of cost. Further copies of contract drawings and working drawings if required by him, shall be supplied at the rate of Rs.5000/- per set of contract drawings and Rs.5000/- per working drawing except where otherwise specified.

Clause 14: -

The Engineer-in-charge shall have power to make any alteration in or additions to the original specifications, drawings, designs and instructions that may appear to him to be necessary or advisable during the progress of the work and the contractor shall be bound to carry out the work in accordance with any instructions in this connection which may be given to him in writing signed by the Engineer-in-charge and such alteration shall not invalidate the contract, and any additional work which the contractor may be directed to do in the manner above specified as part of the work shall be carried out by the contractor on the same conditions in all respects on which he agreed to do the main work, and at the same rates as are specified in the tender for the main work. And if the additional and altered work includes any class of work for which no rate is specified in this contract, then such class of work shall be carried out at the rates entered in the Schedule of Rates of PWD or at the rates mutually agreed upon between the Engineer-in-charge and the contractor, whichever are lower. If the additional or altered work for which no rate is entered in the schedule of Rates of the PWD is ordered to be carried out before the rates are agreed upon then the contractor shall within seven days of the date of receipt by him of the order to carry out the work, inform the Engineer-in-charge of the rate which it is his intention to charge for such class of work. And if the Engineer-in-charge does not agree to this rate he shall by notice

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in writing be at liberty to cancel his order to carry out such class of work and arrange to carry out in such manner as he may consider advisable provided always that if the contractor shall commence work or incur any expenditure in regard thereto before the rates shall have been determined as lastly hereinbefore mentioned, then in such case he shall only be entitled to be paid in respect of the work carried out or expenditure incurred by him prior to the date of determination of the rate as aforesaid according to such rate or rates as shall be fixed by the Engineer-in-charge. In the event of a dispute the decision of the Trust will be final.

Where, however, the work is to be executed according to the designs, drawings and specifications recommended by the contractor and accepted by the competent authority the alterations above referred to shall be within the scope of such designs, drawings and specifications appended to the tender.

The time limit for the completion of the work shall be extended in the proportion that increase in its cost occasioned by alterations or additions bears to the cost of the original contract work, and the certificate of the Engineer-in-charge as to such proportion shall be conclusive.

Clause 15: -

1) If at any time after the execution of the contract documents the Engineer shall for any reason what-so-ever (other than default on the part of the contractor for which the Trust is entitled to rescind the contract) desires that the whole or any part of the work specified in the tender should be suspended for any period or that the whole or part of the work should not be carried out, at all he shall give to the contractor a notice in writing of such desire and upon the receipt of such notice the contractor shall forthwith suspend or stop the work wholly or in part as required, after having due regard to the appropriate stage at which the work should be stopped or suspended so as not to cause any damage or injury to the work already done or endanger the safety thereof provided that the decision of the Engineer as to the stage at which the work or any part of it could be or could have been safely stopped or suspended shall be final and conclusive against the contractor.

The contractor shall have no claim to any payment or compensation whatsoever by reason of or in pursuance of any notice as aforesaid, on account of any suspension, stoppage or curtailment except to the extent specified hereinafter.

2) Where the total suspension of work ordered as aforesaid continued for a continuous period exceeding 90 days the contractor shall be at liberty to withdraw from the contractual obligations under the contract so far as it pertains to the un-executed part of the work by giving a 10 days' prior notice in writing to the Engineer, within 15 days of the expiry of the said period of Where the total suspension of work ordered as aforesaid continued for a continuous period exceeding 90 days the contractor shall be at liberty to withdraw from the contractual obligations under the contract so far as it pertains to the un-executed part of the work by giving a 10 days'

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prior notice in writing to the Engineer, within 30 days of the expiry of the said period of 90 days, of such intention and requiring the Engineer to record the final measurement of the work already done and to pay final bill. Upon giving such notice the contractor shall be deemed to have been discharged from his obligations to complete the remaining unexecuted work under his contract. On receipt of such notice the Engineer shall proceed to complete the measurements and make such payment as may be finally due to the contractor within a period of 90 days from the receipt of such notice in respect of the work already done by the contractor. Such payment shall not in any manner prejudice the right of the contractor to any further compensation under the remaining provisions of this clause.

3) Where the Engineer required to contractor to suspended the work for a period in excess of 30 days at any time or 60 days in the aggregate, the contractor shall be entitled to apply to the Engineer within 30 days of the resumption of work after such suspension for payment of compensation to the extent of pecuniary loss suffered by him in respect of working machinery remained idle on the site or on the account of his having had to pay the salary or wages of labour engaged by him during the said period of suspension provided always that the contractor shall not be entitled to any claim in respect of any such working machinery, salary or wages for the first 30 days whether consecutive or in the aggregate or such suspension or in respect or any suspension whatsoever occasioned by unsatisfactory work or any other default on his part. The decision of the Engineer in this regard shall be final and conclusive against the contractor.

4) In the event of -

4.1 Any total stoppage of work on notice from the Engineer under Sub clause (1) in that behalf.

4.2 Withdrawal by the contractor from the contractual obligations to complete the remaining unexecuted work under sub-clause (2) on account of continued suspension of work for a period exceeding 90 days

OR

4.3 Curtailment in the quantity of item originally tendered on account of any alteration,

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omission on substitution in the specifications, drawings, designs or instructions under clause 14(1) where such curtailment exceeds 25% in quantity and the value of the quantity curtailed beyond 25 per cent at the rates for the item specified in the tender is more than Rs. 5000/-.

It shall be open to the contractor, within 90 days from the service of (i) the notice of stoppage of work or (ii) the notice of withdrawal from the contractual obligations under the contract on account of the continued suspension of work or (iii) notice under the clause 15 (1) resulting in such curtailment to produce to the Engineer satisfactory documentary evidence that he had purchased or agreed to purchase material for use in the contracted work, before receipt by him of the notice of stoppage, suspension or curtailment and require the Government to take over on payment such material at the rates determined by the Engineer, provided, however, such rates shall in no case exceed the rates at which the same was acquired by the contractor. The Trust shall thereafter take over the material so offered, provided the quantities offered, are not in excess of the requirements of the unexecuted work as specified in the accepted tender and are of quality and specifications approved by the Engineer.

Clause 15 A): -

The contractor shall not be entitled to claim any compensation from Trust for the loss suffered by him on account of delay by Trust in the supply of materials entered in Schedule A where such delay is caused by

15.1 Difficulties relating to the supply of railway wagons.

15.2 Force majeure.

15.3 Act of God.

15.4 Act of enemies of the State or any other reasonable cause beyond the control of Trust.

In the case of such delay in the supply of materials, Trust shall grant such extension of time for the completion of the work as shall appear to the Engineer to be reasonable in accordance with the circumstances of the case. The decision of the Engineer as to the extension of time shall be accepted as final by the contractor.

Clause 16: -

Under no circumstances whatever shall the contractor be entitled to any compensation from Trust on any account unless the contractor shall have submitted a claim in writing to the Engineer-in-charge within one month of the case of such claim occurring.

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Clause 17: -

If at any time before the security deposit or any part thereof is refunded to the contractor it shall appear to the Engineer-in-charge or his subordinate in charge of the work, that any work has been executed with unsound, imperfect or unskillful workmanship or with materials of inferior quality, or that any materials or articles provided by him for the execution of the work are unsound, or of a quality inferior to that contracted for, or are otherwise not in accordance with the contract, it shall be lawful for the Engineer-in-charge to intimate this fact in writing to the contractor and then notwithstanding the fact that the work, materials or articles complained of may have been inadvertently passed, certified and paid for, the contractor shall be bound forthwith to rectify, or remove and reconstruct the work so specified in whole or in part, as the case may require or if so required, shall remove the materials or articles so specified and provide other proper and suitable materials or articles at his own charge and cost and in the event of his failing to do so within a period to be specified by the Engineer-in-charge in the written intimation aforesaid, the contractor shall be liable to pay compensation at the rate of one percent on the amount of the estimate for every day not exceeding 10 days, during which the failure so continues and in the case of any such failure the Engineer-in-charge may rectify or remove and re-execute the work or remove, and replace the materials or articles complained of as the case may be at the risk and expense in all respects of the contractor. Should the Engineer-in-charge consider that any such inferior work or materials as prescribed above may be accepted or made use of it shall be within his discretion to accept the same at such reduced rates as he may fix therefor.

Clause 18: -

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

Clause 19: -

The contractor shall give not less than five days' notice in writing to the Engineer-in-charge or his subordinate 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 there of taken before the same is so covered up or placed beyond the reach of measurements and shall not cover up or place beyond the reach of measurement any work without the consent in writing of the Engineer-in-charge or his subordinate in charge of the work, and if any work shall be covered up or placed beyond the reach of measurement, without such notice having been given or consent obtained the same shall be uncovered at the contractor's expenses, and in default thereof no payment or allowance shall be made for such work or for the materials with which the same was executed.

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Clause 20: -

If during the period as specified in column A in table attached from the date of completion as certified by the Engineer-in-charge pursuant to clause 7 of the contract or period as specified in Column B in table attached after commissioning the work. whichever is earlier in the opinion of the Engineer, the said work is defective in any manner whatsoever, the contractor shall forthwith on receipt of notice in that behalf from the Engineer, duly commence execution and completely carry out at his cost in every respect all the work that may be necessary for rectifying and setting right the defects specified therein including dismantling and reconstruction of unsafe portion strictly in accordance with and in the manner prescribed and under the supervision of the Engineer. In the event of the contractor failing or neglecting to commence execution of the said rectification work within the period prescribed there for in the said notice, and/or to complete the same as aforesaid as required by the said notice, the Engineer get the same executed and carried out departmentally or by any other agency at the risk on account and at the cost of the contractor.

The contractor shall forth with on demand pay to the Trust the amount of such costs, charges and expenses sustained or incurred by the Government of which the certificate of the Engineer shall be final and binding on the contractor. Such cost, charges and expenses shall be deemed to be arrears of land revenue and in the event of the contractor failing or neglecting to pay the same on demand as aforesaid without prejudice to any other rights and remedies of the Trust, the same may be recovered from the contractor as arrears of land revenue. The Trust shall also be entitled to deduct the same from any amount which may then be payable or which may thereafter become payable by the Trust to the contractor either in respect of the said work or any other work whatsoever, or from the amount of the security deposit retained by Trust.

DLP Period (Ref. as per PWD)

Sr. No.	Particular	DLP for	Column A DLP from date of completion
1)	For Building original work	1) RCC frame work	120 Months
		2) Load bearing work	120 Months
		3) Water proofing work	84 Months
2)	For Building Repairs	1) SDR/CTR repairs	60 Months
		2) Special repairs	24 Months
		3) Current repairs	12 Months

Clause 21: -

The contractor shall supply at his own cost all material (except such special materials if any as may in accordance with the contract, be supplied from the stores), plant, tools, appliances, implements, ladders, cordage, tackle scaffolding and temporary works requisite or proper for the proper execution of the work, whether, in the original, altered or substituted from, and whether included in the specification or other documents forming part of the contract or referred to in these

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conditions or not and which may be necessary for the purpose of satisfying or complying with the requirements of the Engineer-in-charge 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 the carriage therefore 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 in the measurements or examination at any time and from time to time of the work or the materials, failing this the same may be provided by the Engineer-in-charge at the expense of the contractor and the expenses may be deducted from any money due to the contractor under the contract or from his security deposits or the proceeds of sale thereof, or of a sufficient portion thereof. The contractor shall provide all necessary fencing and lights required to protect the public from accident and shall also be bound to bear the expenses of defense of every suit, action or other legal proceeding of law that may be brought by any person for injury sustained owing to neglect of the above precautions, and to pay any damages and cost which may be awarded in any such suit action or proceedings to any such person or which may with consent of the contractor be paid for compromising any claim by any such person. List of machinery in contractor's possession & which they propose to use on the works should be submitted along with the tender.

Clause 21 A)

The contractor shall provide suitable scaffolds and working platforms gangways and stairways and shall comply with the prevailing safety measures and regulations in connections there with the contractor has sole responsibility and liability and safety of workers persons evolving and visiting at site machineries, equipment, tools and plants as the case may be trust will not be held responsible for any mishap or accident happen on site and liable for any sort of compensation or so. All the times, safety and its liability lies with the contractor.

1. When persons are employed on roof where there is a danger of falling from a height exceeding 2 meters suitable precautions shall be taken to prevent the fall of persons or materials. (to be specified)
2. Suitable precautions shall be taken to prevent persons being struck by articles which might fall from scaffold or other working places.
3. Safe means of access shall be provided to all working platforms & other working places.
4. The contractor(s) will have to make payments to the laborers as per minimum Wages Act 1948 and amendments there of (if any)
5. In the case of a hoisting machine having a variable safe working load, each safe working load and the conditions under which It is applicable shall be clearly indicated.
6. No part of any hoisting machine or of any gear referred to in regulation(g) above shall be loaded beyond the safe working load except for the purpose of testing.
7. Motors, gearing transmissions, electric wiring and other dangerous part or hoisting appliances shall be provided with efficient safeguards.

Hoisting appliances shall be provided with such means as will reduce to minimum & the risk of the accidental descent of the load.

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Clause 22: -

The contractor shall not set fire to any standing jungle, trees, brushwood or grass without a written permit from the Engineer. When such permit is given, and also in all cases when destroying cut or dug up tree's brushwood, grass etc. By fire; the contractor shall take necessary measure to prevent such fire spreading to or otherwise damaging surrounding property. The contractor shall make his own arrangements for drinking water for the labour employed by him.

Clause 23: -

Compensation for all damages done intentionally or unintentionally by contractor's labour whether in or beyond the limits of Trust property including any damage caused by the spreading of fire mentioned in clause 22 shall be estimated by the Engineer-in-charge or such other officer as he may appoint and the estimate of the Engineer-in-charge subject to the decision of the Engineer on appeal shall be final and the contractor shall be bound to pay the amount of the assessed compensation on demand, failing which, the same will be recovered from the contractor as damages in the manner prescribed in clause 1 or deducted by the Engineer-in- charge from any sums that may be due or become due from Trust to contractor under this contract or otherwise.

The contractor shall bear the expenses of defending any action or other legal proceeding that may be brought by any persons for injury sustained by him owing to neglect of precautions to prevent the spread of fire and he shall pay any damages and cost that may be awarded by the court in consequence.

Clause 24: -

The Employment of female labours on works in neighborhood of soldier's barracks should be avoided as far as possible. The contractor shall employ the labour with the nearest employment exchange.

Clause 25: -

No work shall be done on a Sunday without the sanction in writing of the Engineer-in-charge.

Clause 26: -

The contract shall not be assigned or sublet without the written approval of the Engineer-in-charge. And if the contractor shall assign or sublet his contract, or attempt to do so, or become insolvent or commence any proceeding to get himself adjudicated and insolvent or make any composition with his creditors, or attempt so to do or if bribe, gratuity, gift, loan, perquisite, reward or advantage, pecuniary or otherwise, shall either directly or indirectly be given, promised or offered by the contractor or any of his servants or agents to any public officer or person in the employ of Trust in any way relating to his office or employment, or if any such officer or person shall become in any way directly or indirectly interested in the contract, the Engineer-in- charge

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may thereupon by notice in writing rescind the contract, and the security deposit of the contractor shall thereupon stand forfeited and be absolutely at the disposal of Trust and the same consequences shall ensue as if the contract had been rescinded under Clause 3 thereof and in addition the contractor shall not be entitled to recover or be paid for any work therefore actually performed under the contract.

Clause 27: -

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

Clause 28: -

In the case of tender by partners, any change in the constitution of a firm shall be forthwith notified by the contractor to the Engineer-in-charge for his information.

Clause 29: -

All works to be executed under the contract shall be executed under the direction and subject to the approval in all respects of the Engineer of the Trust, for the time being, 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 30: -

1. Except otherwise specified in the contract and subject to the powers delegated to him by Trust, rules then in force, the decision of the Trust Engineer for the time being shall be final, conclusive, and binding on all parties to the contract upon all questions relating to the meaning of the specifications, designs, drawings and instructions herein before mentioned and as to the quality or workmanship or materials used on the work, or as to any other question, claim, right matter, or thing whatsoever, if 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 completion or abandonment thereof.
2. The contractor may within thirty days of receipt by him of any order passed by the Trust Engineer as aforesaid appeal against it to the Chief Executive Officer concerned with the contract and the decision of CEO will be final and binding on all the parties.

Clause 31: -

When the estimate on which a tender is made includes lump sums 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 each item, or if the part of work in question is not in the opinion of the Engineer-in-charge capable of measurement,

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the Engineer-in-charge may as his discretion pay the lump sum amount entered in the estimate and the certificate in writing of the Engineer-in-charge shall be final and conclusive against the contractor with regard to any sum or sums payable to him under the provision of this clause.

Clause 32: -

In the case of any class of work for which there is not such specification as is mentioned in rule 1 of form B-1 such work shall be carried out in accordance with the Divisional specifications, and in the event of there being no Divisional specification, then in such case the work shall be carried out in all respects in accordance with all instructions and requirements of the Engineer-in-charge.

Clause 33: -

The expression „works' or „work' where used in these conditions shall unless there be something in the subject or context repugnant to such construction, be construct to mean the work or works contracted to be executed under or in virtue of the contract, whether temporary or permanent and whether original altered substituted or additional.

Clause 34: -

The percentage referred to in the tender shall be deducted from/added to the gross amount of the bill before deducting the value of any stock issued.

Clause 35: -

All quarry fees, royalties, octroi dues and ground rent, for stacking materials, if any, should be paid by the contractor. Royalty charges including surcharge on all Minor minerals shall be reimbursed separately on production of proof to that effect.

Clause 36: -

The contractor shall be responsible for and shall pay any compensation to his workmen payable under the Workman's Compensation Act 1923 (VIII of 1923) (hereinafter called the said Act) for injuries caused to the workmen. If such compensation is payable paid by the Government as principal under Sub-section (1) of section 12 of the said Act on behalf of the contractor, it shall be recoverable by Government from the contractor under sub-section (2) of the said section. Such compensation shall be recovered in the manner laid down in Clause 1 above.

Clause 37: -

The contractor shall be responsible for and shall pay the expenses of providing medical aid to any workmen who may suffer a bodily injury as a result of an accident. If such expenses are incurred by Trust the same shall be recoverable from the contractor forthwith and be deducted without prejudice to any other remedy of Trust from any amount due or that may become due to the contractor.

Clause 37 A: -

The contractor shall provide all necessary personal safety equipment and first aid

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apparatus available for the use of persons employed on the site & shall maintain the same in condition suitable for immediate use at any time and shall comply with the relevant regulations in connection therewith.

Clause 37 B: -

The Contractor shall duly comply with the provisions of „The Apprentices Act, 1961' (III of 1961) the rules made there under and the orders that may be issued from time to time under the Act the said rules and on his failure or neglect to do so, he shall be subjected to all the liabilities and penalties provided by the said Act and said Rules.

Clause 38: -

- (1) Quantities in respect of the several items shown in the tender are approximate and no revision in the tendered rate shall be permitted in respect of any of the items so long as, subject to any special provision contained in the specifications prescribing a different percentage of permissible variation in the quantity of the item does not exceed the tender quantity by more than 25 percent and so long as the value of the excess quantity beyond this limit at the rate of the item specified in the tender is not more than Rs.5000/-.
- (2) The contractor shall if ordered in writing by the Engineer so to do, also carry out any quantities in excess of the limit mentioned in sub clause (1) hereof on the same conditions as and in accordance with the specifications in the tender and at the rates
 - 2.1 derived from the rates entered in the current schedule of rates and in the absence of such rates,
 - 2.2 at rate prevailing in the market, the said rates being increased or decreased as the case may be by the percentage which the total tendered amount bears to the estimated cost of the work as put to tender based upon the schedule of rates applicable to the year in which the tenders were invited.

Clause 39: -

No compensation shall be allowed for any delay caused in the starting of the work on account of acquisition of land or in the case of clearance works, on account of any delay in according to sanction of estimates.

Clause 40: -

No Compensation shall be allowed for any delay in the execution of the work on account of water, standing in borrow pits or compartments. The rates are inclusive for hard or cracked soil excavation in mud sub-soil, water standing in borrows pits and no claim for an extra rate shall be entertained unless otherwise expressly specified.

Clause 41: -

The contractor shall not enter upon or commence any portion of work except with the written authority and instructions of Engineer-in-charge or of his subordinates in-charge of the work. Failing such authority the contractor shall have no claim to ask for measurements of or payment for work.

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Clause 42: -

- (i) No contractor shall employ any person who is under the age of 18 years.
- (ii) The Engineer-in-charge or his Agent is authorized to remove from the work any person or animal found working which does not satisfy these conditions and no responsibility shall be accepted by Trust for any delay caused in the completion of the work by such removal. (v)The contractor shall pay fair and reasonable wages to the workmen employed by him, in the contract undertaken by him. In the event of any dispute arising between the contractor and his workmen on the grounds that the wages paid are not fair and reasonable, the dispute shall be referred without delay to the Engineer who shall decide the same. The decision of the Engineer shall be conclusive and binding on the contractor but such decision shall not in any way affect the conditions in the contract regarding the payment to be made by Government at the sanctioned tender rates.
- (iii) Contractor shall provide drinking water facilities to the workers. Similar amenities shall be provided to the workers engaged on large work in urban areas.
- (iv) Contractor to take precaution against accidents which take place on account of labours using loose garments while working on machinery.

Clause 43: -

Payment to contractors shall be made by cheque or in cash as decided by the (Trust) authorities (CEO).

Clause 44: -

Any contractor who does not accept these conditions shall not be allowed to tender for works.

Clause 45: -

If Government declares a state of scarcity or famine to exist in any village situated within 10 miles of the work, the contractor shall employ upon such parts of the work, as are suitable for unskilled labour, any person certified to him by the Engineer, or by any person to whom the Engineer may have delegated this duty in writing to be in need of relief and shall be bound to pay to such person wages not below the minimum which Government may have fixed in this behalf. Any disputes which may arise in connection with the implementation of this clause shall be decided by the Engineer whose decision shall be final and binding on the Contractor.

Clause 46: -

The price quoted by the contractors shall not in any case exceed the control price, if any, fixed by Govt. or reasonable price which it is permissible for him to charge a private purchaser for the same class and description, the controlled price or the price permissible under the provisions of Hoarding and profiteering Ordinance, 1948 as amended from time to time, if the price quoted exceeds the controlled price or the price permissible under Hoarding and profiteering prevention Ordinance, the contractor will specifically mention this fact in his tender along with the reasons for quoting such higher prices.

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The purchaser at his discretion will in such case exercise the right of revising the price at any stage so as to conform with controlled price on the permissible under the Hoarding and profiteering prevention Ordinance. The discretion will be exercised without prejudice to any other action that may be taken against the contractor.

Clause 47: -

The tendered rates are inclusive of all taxes, rates, cesses and are also inclusive of the leviable tax in respect of sale by transfer of property in goods involved in the execution of a works contract under the provision of Rule 58 of Maharashtra Value Added Tax Act, 2005 for the purpose of levy of Tax.

Clause 48: -

The rates to be quoted by the contractor must be inclusive of Sales Tax. No extra payment on this account will be made to the contractor.

Clause 49: -

In case of materials that may remain surplus with the contractor from those issued for the work contracted for the date of ascertainment of the materials being surplus will be taken as the date of sale for the purpose of sales tax and the sales tax will be recovered on such sale.

Clause 50: -

The contractor shall employ the unskilled labour to be employed by him on the said work only from locally available labours and shall give preference enrolled under Maharashtra Government and Self Employment Department Scheme. Provided however, that if the required number of unskilled labour are not available locally, the contractor shall in the first instance employ such number of persons as is available and thereafter may with previous permission in writing of the Engineer in-charge of the said work, obtaining the rest of the requirement of unskilled labour from outside above scheme.

Clause 51: -

Wages to be paid to the skilled and unskilled labourers engaged by the contractor.

The contractor shall pay the labourers skilled and unskilled according to the wages prescribed by the minimum Wages Act of 1948 applicable to the area in which the work the contractor is located.

The contractor shall comply with the provision of the apprentices Act 1961 and the rules and orders issued there under from time to time, if he fails to do so his failure will be a breach of the contract. The contract and the Engineer, may in his discretion cancel the contract. The Contractor shall also be liable for any pecuniary liability, arising out on account of any violation by him of the provision of Act. The contractor shall pay labourers, skilled and unskilled according to prescribed wages by Minimum Wages Act applicable to the area in which work of the contractor is in progress.

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Clause 52: -

All amounts whatsoever which the contractor is liable to pay to the Trust in connection with the execution of the work including the amount payable in respect of (i) materials and/or stores supplied /issued hereunder by the Government to the contractor (ii) hire charges in respect of heavy plant, machinery and equipment given on hire by the Trust to the contractor for execution by him of the work and/or on which advances have been given by the Trust to the contractor shall be deemed to be arrears of the Land Revenue and the Trust may without prejudice to any other rights and remedies of the Trust recover the same from the contractor as arrears of Revenue.

Clause 53: -

The Contractor shall duly comply with all the provisions of the Contract Labour (Regulation and Abolition) Act, 1970 (37 of 1970) and the Maharashtra Contract Labour (Regulation and Abolition) Rules, 1971 as amended from time to time and all other relevant statutes and statutory provisions concerning payment of wages particularly to workmen employed by the contractor and working on the site of the work. In particular the contractor shall pay wages to each worker employed by him on the site of the work at the rates prescribed under the Maharashtra Contract Labour (Regulation and Abolition) Rules 1971. If the contractor fails or neglects to pay wages at the said rates or makes short payment and the Trust makes such payment of wages in full or part thereof less paid by the contractor as the case may be the amount so paid by the Trust to such workers shall be deemed to be arrears of Land Revenue and the Trust shall be entitled to recover the same as such from the contractor or deduct same from the amount payable by the Trust to the contractor here under or of from any other amount payable by the Trust to the contractor hereunder or from any other amount/s payable to him by the Government.

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6 QUALITY ASSURANCE PLAN

1. These are to apply as additional condition and specification unless otherwise already provided for contradictorily elsewhere in this contract.

2. Contractor To Study Site Conditions: -

The contractor shall be deemed to have carefully examined the work and site conditions including labour, the general and the special conditions, specifications, schedules and drawings and shall be deemed to have visited the site of the work and have fully informed himself regarding the local conditions and carried out his own investigation to arrive at rates quoted in the tender. In this regard, he will be given necessary information to the best of knowledge of Trust but without any guarantee about it.

If he shall have any doubt as to the meaning of any portions of these general conditions or the special condition, the scope of work of the specifications and drawing, or any other matter concerning the contract, he shall in good time, before submitting his tender, set forth the particulars thereof and submit them to the Engineer in writing in order that such doubts may be clarified authoritatively before tendering. Once a tender is submitted, the matter will be decided according to tender conditions in the absence of such authentic pre-clarification.

3. Declaration Of The Contractor: -

The contractor should sign the declaration form after detail tender notice.

4. Indemnity: -

The contractor shall indemnify the Trust against all actions, suits, claims and demands brought or made against him in respect of anything done or committed to be done by the contractor in execution of or in connection with the work of this contract and against any loss or damage to the Trust in consequence of any action or suit being brought against the contractor for anything done or committed to be done in the execution of the works of this contract.

5. Definitions: -

Unless excluded by or repugnant to the context

- a) The expression 'Trust' (CEO is authorizes to act an behalf and as Trust). as used in the tender papers shall mean the Shri Jagdamba Devi Sarvajanik Trust, Mohate.
- b) The expression "Engineer" or "Engineer-in-charge" as used in the tender papers shall mean the PMC / Consultant of the work for the time being.
- c) The expression "Contractor" used in the tender papers shall mean the successful tenderer whose tender has been accepted and who has been authorized to proceed with the work.
- d) The expression "Contract" as used in tender papers shall mean the deed of contract together with its original accompaniments and those later incorporated in it by mutual consent.
- e) The expression "Plant" as used in the tender papers shall mean every temporary and necessary means necessary or considered necessary by the Engineer to execute, construct, complete and maintain the works and used in, altered, modified, substituted and additional work ordered in the time and the manner herein provided and all temporary materials and special and other articles of appliances of every sort, kind and description what-so-ever

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- intended or used thereof.
- f) "Drawing" shall mean the drawings referred to in the specifications and any modifications or such drawings approved in writing by Engineer and such other drawings as may from time to time be furnished or approved in writing by the Engineer / Consultant.
 - g) "Engineer's representative" shall mean an assistant of the Engineer notified in writing to the contractor by the Engineer.
 - h) Provisional sum or "Provisional lump sum" shall mean a lump sum included by Trust in tender documents and shall represent the estimated value of work for which details are not available at the time of issue of tender.
 - i) "Provisional items" shall mean items for which approximate quantities have been included in the tender documents.
 - j) The "Site" shall mean the lands and/or area other places, on under, in or through which the work is to be executed under the contract including any other lands or places which may be allotted by Trust or used for the purpose of contract.
 - k) The "Work" shall mean the works to be executed in accordance with the contract or part(s) thereof as the case may be and shall include all extra or additional, altered or substituted works as required for performance of the contract.
 - l) The "Contract sum" shall mean the sum for which the tender is accepted.
 - m) The "Day" shall mean a day of 24 hours from midnight to midnight irrespective of the number of hours worked in any day in that week.
 - n) "Temporary works" shall mean all temporary works of every kind required in or about the execution, completion, or maintenance of the works.
 - o) "Urgent works" shall mean any measure which, in the opinion of the Engineer in charge, become necessary during the progress of the works to obviate any risk or accident or failure or which become necessary for security of the work or the persons working, thereon.

Where the context so requires, works importing the singular only also include the plural and vice-versa.

Heading and marginal notes, if any, to the general conditions shall not be deemed to form part thereof or be taken into consideration in the interpretation or construction thereof of the contract.

Wherever there is mention of "Schedule of rates" in this tender. it will be taken to mean as "the Schedule of the rate of the PWD (Public Works Department).

6. Errors Omissions And Discrepancies: -

- a) In case of errors, omissions and / or disagreement between written and scaled dimensions on the drawings or between the drawings and specifications etc., the following orders of preference shall apply.
 - 1. Between actual scaled and written dimensions or description on a drawing, the later shall be adopted only after consent of Architect / Consultant / Engineer-in-charge.
 - 2. Between the written or shown description / or dimensions in the drawing and the corresponding one in the specification, the later shall apply only after consent of Architect / Consultant / Engineer-in-charge .
 - 3. Between the quantities shown in schedule of quantities and those arrived at from the drawings, the latter shall be preferred.

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4. Between the written description of the item in the schedule of quantities and the detailed description in specifications of the same items, the latter shall be adopted.
- b) In cases of discrepancy between percentage rate quoted in figures and words, the lowest of the two will be considered for acceptance of the tender.
- c) In all cases of omissions and/or doubts of discrepancies in the dimensions or description of the items or specification, a reference shall be made to the Engineer, whose elucidation, elaboration or decision shall be considered as authentic. The contractor shall be held responsible for any errors that may occur in the work through lack of such reference and precaution.

The special provision in detailed specifications and wording of any item shall gain precedence over corresponding contradictory provision (if any) in the Standard Specifications Prevailing IS Codes etc. where reference to such specifications is given without reproducing the details in contract.

7. Programme Of Work

The work is required to be completed within a stipulated period (including the monsoon period). Tentative programme may be as per the bar chart.

A) Methodology Of Construction And Construction Equipment's: -

Contractor shall furnish at least 15 days in advance his program of commencement of item of work, the details of actual methods that would be adopted by the contractor for the execution of various items of work supported by necessary detailed drawing and sketches including those of the Plant and Machinery that would be used, their locations, arrangement for conveying and handling materials etc. The Engineer-in-charge reserves the right to suggest modifications or make complete changes in the method stage of the work, to obtain the desired accuracy, quantity and progress of the work which shall be binding on the contractor, and no claim on account of such change in method of execution will be entertained by Trust so long as specifications of the item remain unaltered. The side responsibility for the safety and adequacy of the methods adopted by the contractor, will however, rest on the contractor, irrespective of any approval given by the Engineer. In case of slippage from the approved work program at any stage, the contractor shall furnish revised program to make up the slippage within the stipulated time schedule and obtain the approval of the Engineer to the revised program.

B) Progress Schedule: -

The Contractor shall furnish within the period stipulated in writing by Engineer-in-charge, a detailed programme schedule using PERT/CPM technique in quadruplicate indicating the date of actual start, the monthly progress expected to be achieved and the anticipated completion date of each major item of work to be done by him, also indicating dates of procurement and setting up of materials, plant and machinery. The schedule is to be such as is practicable of achievement towards the completion of the whole work in the time limit and of the particular items, if any, on the due date specified in the contract and shall have the approval of the Engineer-in-charge. No revised schedule shall be operative without such acceptance in writing. The Engineer is further empowered to ask for more detailed or schedules say weekly for any item or items, in any case of urgency of work as will be directed by him and the contractor shall supply the same as and when asked for.

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The contractor shall maintain proforma, charts; details regarding machinery, equipment, labour, materials, personnel etc. as may be specified by the Engineer and submit periodical returns thereof as may be specified by the Engineer-in-charge.

8. Agent And Work Order Book: -

The Contractor shall himself manage the work or engage an authorized all time agent on the work capable of managing and guiding the work and understanding the specifications and contract conditions. A qualified and experienced Engineer shall be provided by the contractor as his agent for technical matter in case the Engineer-in-charge considers this as essential for the work and so directs the Contractor. He will take the orders as will be given by the Engineer or his representative and shall be responsible for carrying them out. This agent shall not be changed without prior intimation to the Engineer and his representative on the work site. The contractor shall supply to the Engineer-in-charge the details of all supervisory and other staff employed by the Contractor and notify changes when made and satisfy the Engineer-in-charge regarding the quantity and sufficiency of the staff thus employed. The Engineer-in-charge will have the unquestionable right to ask for changes in the quality and number of Contractor's supervisory staff and to order removal from work of any such staff. The Contractor shall comply with such orders and effect replacement to the satisfaction of the Engineer.

A work order book shall be maintained on the site and it shall be the property of the Trust and the Contractor shall promptly sign orders given therein by the Engineer or his representative and his Superior Officers, and comply with them. The compliance shall be reported by Contractor to the Engineer-in-charge in good time so that it can be checked.

9. Setting Out: -

- 9.1 work of setting out shall be deemed to be a part of general works preparatory to the execution of work and no separate payment shall be made for the same.
- 9.2 For Bridge works Immediately on receipt of the work order, the contractor shall at his own expense clean the site and take up a provisional and final setting out and lining out of the work under the supervision of his responsible representative and shall provide necessary material, labour, tools, instruments, etc. required for the same.
- 9.3 The contractor shall be responsible for true and proper setting out of the works and for the correctness of the positions, level dimensions and arrangements of all parts of works, and for providing all necessary instruments appliances and labours in connection therewith at his own cost
- 9.4 If at any time during the progress of work, any errors arise in regard to levels or dimensions or alignment of any part of the work, rectification thereof, on being required to do so, will be carried out by the contractor at his own cost, unless such errors are based on incorrect data, supplied in writing, by the Engineer or his authorized representative in which case the expenses of the rectification shall be refunded by Government.
- 9.5 The checking of any setting out or checking of levels by the Engineer or his authorized representative shall not in any way relieve the contractor of his responsibility for the correctness thereof. The contractor shall carefully protect and preserve all bench

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marks site rails, pegs and other things used in setting out of works

- 9.6 The Engineer in charge shall furnish the contractor with only the four corners of work site and the level and bench mark and the contractor shall set out the work and shall provide an efficient staff for the purpose and shall be solely responsible for the accuracy of such setting out.
- 9.7 The work shall be set out to the satisfaction of the engineer in charge. The approval therefore or joining with the contractor by the engineer in charge in setting out the work shall not relieve the contractor from any of his responsibilities.
- 9.8 Before beginning the work, the contractor shall at his own cost provide all necessary references and level posts, pegs, bomboos, flags, ranging rods, strings and other material for proper layout of the work in accordance with the scheme for bearing marks acceptable to the engineer in charge. The center, longitudinal or face lines and cross lines shall be marked by means of small machinery pillars.
- 9.9 The contractor shall also provide all labour material and other facilities as necessary for proper checking of layout and inspection of the points during construction. Pillar bearing geodetic marks located at the site of units of works under the construction should be protected and fenced by the contractor. On completion of works, the contractor must submit the geodetic documents according to which the work was carried out.
- 9.10 Responsibilities For Level And Alignment: -
The contractor shall be entirely and exclusively responsible for the horizontal and vertical alignment, the levels and correctness of every part of the work and shall rectify effectually any errors or imperfections therein, such rectification shall be carried out by the contractor, at his own cost, when instructions are issued to that effect by the Engineer-in-charge.

10. Leveling Instruments: -

If measurement of items of the work is based on volumetric measurements calculated from levels taken before and after construction of the item, a sufficient number of leveling instruments, staves, tapes etc. will have to be kept available by the contractor at the site of work for these purposes. Lack of such leveling instruments, staves, tapes etc., in required numbers may cause delay in measurements and the work. The contractor will therefore keep sufficient number of these readily available at site.

11. Authorities To The Engineer-In-Charge's Representative

The duties of the representative of the Engineer-in-charge are to watch and supervise the work and to test and examine any materials to be used or workmanship employed in connection with the works. The Engineer-in-charge may from time to time, in writing delegate to his representative any powers and authorities vested in the Engineer-in-charge and shall furnish to the contractor a copy of all such delegations of power and authorities. Any written instructions of approval given by the representative of the Engineer-in-charge to the contractor within the terms of such delegations (but not otherwise) shall bind the contractor and the Trust as though it had been given by the Engineer-in-charge, provided always as follows. Failure of the representative of the

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Engineer-in-charge to disapprove any work or materials shall not prejudice the power of the Engineer-in-charge thereafter to disapprove such work or materials and to order the pulling down, removal or breaking up thereof.

12. Co-Ordination: -

When several agencies for different sub-works of the project are to work simultaneously on the project site, there must be full co-ordination and co- operation between different Contractors to ensure timely completion of whole project smoothly. The schedule dates for the completion specified in each contract shall therefore be strictly adhered to. Each Contractor may make his independent arrangements for water, power, access, housing etc., if they so desire. On other hand the Contractors are at a liberty to come to mutual agreement in this behalf and make joint arrangements with the approval of the Engineer- in-charge. No Contractor shall take or cause to be taken any step or action that may cause destruction, discontent or disturbance to work, labour or arrangement etc., of other Contractors in project location. Any action by any Contractor which the Engineer-in-charge in his unquestioned discretion may consider as infringement of the above code, would be considered as a breach of the Contract conditions and shall be dealt with as such. In case of any dispute or disagreement between the Contractors, the Engineer's decision regarding the co- ordination, co-operation and facilities to be provided by any of the Contractors shall be final and binding on the Contractor concerned and such a decision or decisions shall not vitiate any contract nor absolve the Contractor of his obligations, under the contract nor form the grounds for claim or compensation.

13. Assistance In Procuring Priorities, Permits etc.: -

The Engineer-in-charge on written request by Contractor will, if in his opinion the request is reasonable and in the interest of work and its progress, assist the Contractor in securing the priorities for deliveries, transport permits for controlled materials, permits for quarries and other similar permits etc., where such are needed.

14. Quarries: -

14.1 The contractor(s) shall have to arrange the quarries himself/themselves.

14.2 The contractor shall maintain at his own cost the books, registers etc., required to be maintained and as directed by the Engineer-in-charge. These books shall be open for inspection at all times by the Engineer-in-charge or his Representative and the contractor shall furnish the copies or extracts of books or registers as and when required.

15. Collection Of Materials: -

The rates in the tender are for the delivery of the approved material on site properly stacked at the places specified by the Engineer-in-charge and are inclusive of conveyance charges in respect of the leads and lifts. No claims on account of changes in lead will be

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entertained.

16. Treasure Trove: -

In the event of discovery by the Contractor or his employees during the progress of the work of any treasure, fossils, minerals or other articles of value or interest, the contractor shall give immediate intimation thereof to the Engineer-in-charge and forthwith hand over to the Engineer-in-charge such treasure or other things which shall be the property of the Trust.

17. Patented Devices: -

Whenever the Contractor desires to use any designed devices, materials or process, covered by letter or patent or copy right, the right for such use shall be secured by suitable legal arrangement and agreement with the patent owners and copy of their agreement shall be filed with the Engineer-in-charge if so desired by the later.

18. Explosives: -

The contractors shall at his own expenses construct and maintain proper magazines, if such are required for the storage of explosives for use in connection with the works, and such magazines being situated constructed and maintained in accordance with Government Rules applicable in that behalf. The contractor shall at his own expenses obtain such license or licenses as may be necessary for storing and using explosives. Not with standing that the location etc. for storage of explosives are approved by the Engineer, the Trust shall not be incurring any responsibility whatever in connection with storage and use of explosive on the site or any accident or occurrence whatsoever in connection therewith, all operations in or for which explosives are employed being at the risk of contractor and upon his sole responsibility and the contractor hereby gives to government an absolute indemnity in respect thereof.

19. Damage By Floods Or Accidents: -

The Contractor shall take all precautions against damages by floods or like or from other accidents. No compensation shall be allowed to the contractor on this account or for correcting and repairing any such damage to the work during construction. The Contractor shall be liable to make good at his cost any plant or material belonging to the Trust lost or damaged by floods or from any other cause while in his charge.

20. Supervision And Inspection Of Works And Quality Control

20.1 Supervision: -

The contractor shall either himself supervise the execution of the works or shall appoint the competent agent approved by the Engineer-in-charge, to act on his behalf. If in the opinion of the Engineer-in-charge, the contractor has himself no sufficient knowledge and experience of receiving instructions or cannot give his full attention to the works, the

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contractor shall at his own expenses, employ as his accredited agent a qualified Engineer approved by the Engineer- in-charge.

Orders given to the contractor's agent shall be considered to have the force as if these had been given to the contractor himself. If the contractor fails to appoint a suitable agent as directed by the Engineer-in-charge, the Engineer-in-charge shall have full power to suspend the execution of the work until such date a suitable agent is appointed and the contractor shall be responsible for the delay so caused to the works and contractor shall not be entitled for any compensation on this behalf.

20.2 Inspection: -

The contractor shall inform the Engineer -in-charge in writing when any portion of the work is ready for inspection giving him sufficient notice to enable him to inspect the same without affecting the further progress of the work. The work shall not be considered to have been completed in accordance with the terms of the contract until the Engineer-in-charge shall have certified in writing to that effect. Approval of materials or workmanship or approval of part of the work during the progress of execution shall not bind the Engineer-in-charge or in any way affect him even to reject the work which is alleged to be completed and to suspend the issue of his certificate of completion until such alterations and modifications or reconstruction have been effected at the cost of the contractor as shall enable him to certify that the work has been completed to his satisfaction.

The contractor shall provide at his cost necessary ladders and such arrangement as to provide necessary facilities and assistance for proper inspection of all parts of the work at his own cost.

21 Initial Measurement For Record: -

Where for proper measurement of the work, it is necessary to have an initial set of levels or other measurements taken, the same recorded as in the authorized field book, measurement book of Government by the Engineer-in- charge or his authorized representative will be signed by the Contractor who will be entitled to have a true copy of the same made at his cost. Any failure in the part of the Contractor to get such levels etc., recorded before starting the work will render him liable to accept the decision of the Engineer-in-charge as to the basis of taking measurements. Likewise, the Contractor will not cover any work which will render its subsequent measurement difficult or impossible without first getting the same jointly measured by himself and authorized representative of the Engineer.

22 Samples And Testing Of Material: -

22.1 All materials to be used on the work shall be got approved in advance from the Engineer-in- charge and shall pass the test or analysis required by him which will be: - As specified in the specification for the items concerned and/or I.S.I. specifications (whichever and wherever applicable) or such recognized specifications acceptable to Engineer-in-charge as equivalent there to or in absence of such authorized

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specification. Such requirement test and/or analysis as may be specified by the Engineer-in-charge in order of precedence given above. The Contractor shall at his risk and cost make all arrangements and / or shall provide for all such facilities as the Engineer-in-charge may require for collecting, preparing required number of samples for tests or analysis at such time and to such places as may be directed by Engineer and bear all such charges. Such samples shall also be deposited with the Engineer-in-charge.

22.1 The Contractor shall, if and when required, submit at his cost the samples of the materials to be tested or analyzed and if so directed, shall not make use of or incorporate in the works any material to be represented by the samples until the required test or analysis have been made and the materials finally accepted by the Engineer-in-charge.

22.2 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 measure required to be taken on account of and as a result of testing of the materials.

22.3 The contractor shall test, will have to be carried out at this own cost either in his field laboratory or in an approved laboratory.

In case of material procured by the contractor, testing as required by the codes and specifications shall be arranged by him at his own cost. Testing shall be done in the presence of authorized representative of the Engineer-in-charge at the nearest approved laboratory.

23 Cement Concrete: -

23.1 General: -

- a) All concrete shall be controlled and machine mix as per mix design or grade of concrete unless otherwise directed by Engineer-in-charge. For controlled or High-grade concrete, the grading of aggregates shall be got approved from the Engineer.
- b) The form work used shall be made preferably of steel or with lining of steel. Wooden shuttering may be allowed at the discretion of the Engineer. e.g. lintels small slabs and beams coping etc.
- c) The concrete shall be mechanically vibrated for proper compaction by the method approved by the Engineer.
- d) The concrete shall be cured only by a sweet potable water for full 21 days after the time or the period specified in the detailed specification or as may be directed by Engineer-in-charge.

23.2 Form Work And Staging For Structure: -

23.2.1 For structures, forms for concrete shall be constructed of mild steel plates or marine ply wood and be of substantial and rigid construction true to shape and dimensions shown on the drawings. Where metal forms are used all bolts and revets shall be counter sunk and well ground to provide a smooth plane surface.

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23.2.2 Forms shall be Mortar tight and shall be sufficiently rigid by the use of ties and bracings to prevent any displacement or sagging between supports. They shall be strong enough to withstand all pressure ramming and vibration, without deflection from the prescribed lines occurring during and after placing the concrete and shall be tight enough to prevent any appreciable loss of concrete during vibration. Screw jacks or hard wood wedges where required shall be provided to make up any settlement in the form work before or during the placing of concrete.

23.2.3 Schedule camber shall be provided in horizontal members of structure, especially in long spans to counteract the effect of any deflection. The form work shall be so fixed as to provide for such camber.

23.2.4 Forms shall be so constructed as to be removal in sections in the desired sequence, without damaging the surface of concrete or disturbing other sections.
Use of slip forms shuttering wherever feasible will be preferred.

24 Miscellaneous: -

1. Rates shall be inclusive all other applicable taxes and only excluding of GST
2. For providing electric wiring or water lines etc. recesses shall be provided, if necessary, through walls, slabs, beams etc. and later refilling up with bricks or stone chipping, cement mortar without any extra cost.
3. In case it becomes necessary for the due fulfillment of contract for the Contractor to occupy land outside the Trust limits, the Contractor will have to make his own arrangements with the land owners and to pay such rates (at his own) if any are payable as mutually agreed between them.
4. The special provisions in detailed specifications or wording of any item shall gain precedence over the corresponding contradictory provisions (if any) in the Standard Specifications, where reference to such specification is given without reproducing the details in contract.
5. Suitable separating Barricades and enclosures shall be provided to working area along with safety measures.
6. The contractor shall be responsible for making good the damages done to the existing property or work during construction by his men for machinery.
7. If it is found necessary from safety point of view to test any part of the structure, the test shall be carried out by the Contractor with the help of the Trust at his own cost.
8. Defective work is liable to be rejected at any stage. The contractor, on no account can refuse to rectify the defects merely on reasons that further work has been carried out. No extra payment shall be made for rectification.
9. the Schedule 'B' the work has been divided in to sections but notwithstanding this, every part of it shall be deemed supplementary to and complementary of every other part.
10. General directions or detailed description of work, materials and items coverage of

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rates given in the specification are not necessarily repeated in the Bill of Quantities. Reference is, however, drawn to the appropriate section Clause(s) of the General specifications in accordance with which the work is to be carried out.

11. In the absence of specific directions to the contrary, the rates and prices inserted in the items are to be considered as the full inclusive rates and prices for the finished work described there under and are to cover all labour, materials, wastage, temporary work, plant, overhead charges and profits, as well as the general liabilities, obligations and risks arising out of the General Condition of contract.
12. The quantities set down against the item in the Schedule 'B' are only estimated quantities of each kind of work included in the contract and are not to be taken as a guarantee that the quantities in the schedule will be carried out or required or that they will not be exceeded.
13. All measurements will be made in accordance with the methods indicated in the specifications and read in conjunction with the General Conditions of Contract.
14. All details shown on drawing and all other information pertaining to the works shall be treated as indicative and provisional only and are liable to variation as found necessary while preparing working drawing which will be supplied by the Trust during execution. The contractor shall not, on account of such variation be entitled to any increase over the ones quoted in the tender which are on quantity basis.
15. If any, due from contractor will be affected as arrears of land revenue.

Protection Of Underground Telephone Cable And Aerial Telephone Wires And Poles, Transmission Towers, Elec. Cables And Water Supply Lines: -

During the execution of work, it is likely that the contractor may meet with telephone cable, electrical cables, water supply lines, etc. it will, therefore, be the responsibility of the contractor to protect them carefully. All such cases should be brought to the notice of the Engineer-in-charge by the contractor and also to the concerned Department. Any damage what-so-ever done to these cables and pipelines by the contractor shall be made good by him at his cost.

25 Medical & Sanitary Arrangements To Be Provided For Labour Employed In The Construction By The Contractor: -

- a) The contractor shall provide an adequate supply of water for the use of labourers on work and in camps.
 - b) The contractor shall construct semi-permanent latrines for the use of the labourers. Separate latrines shall be provided for men and women.
 - c) The contractor shall build sufficient number of huts on a suitable plot of land for use of the labourers according to the relevant specifications and guidelines and norms prevailing.
1. The contractor shall make sufficient arrangement for draining away the surface and sullage water as well as water from the bathing and washing places and shall dispose of this waste in such way as not to cause any nuisance.

26 Safety Code: -

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26.1 The Contractor has to take each and every precautionary measure so as to follow all relevant safety norms as per prevailing safety rules and regulations.

26.2 The contractor shall provide all necessary fencing and lights to protect public from accident and shall be bound to bear expenses of defense of every suit, action or other proceedings at law that may be brought by any person for injury sustained owing to neglect of the above precaution and to pay any damages and costs which may be awarded in any such suit action or proceedings to any such person or which may with the consent of the contractor, to be paid to compromise any claim by any such person. Contractor has sole responsibility and liability for safety and security precautions and measures at work site all the times, till the completion of work.

26.3 Demolition

All necessary personal safety equipment as considered adequate by the Engineer-in-charge shall be available for use of persons employed on the site and maintained in a condition suitable for immediate use and the contractor shall take adequate step to ensure proper use of equipment by those concerned.

27 Scope Of Rates For Different Items Of Work: -

For item rate contracts, the contract unit rates for different items of work shall be payment in full for completing the work to the requirements of the specifications including full compensation for all the operations detailed in the relevant sections of these specifications under "Rates". In the absence of any directions to the contrary, the rates are to be considered as the full inclusive rate for finished work covering all labour, materials, wastage, temporary work, plant, Scaffolding and shuttering, equipment, overhead charges and profit as well as the general liabilities, obligations and risks arising out of the General Conditions of Contract.

The item rates quoted by the Contractor shall, unless otherwise specified, also include compliance with/supply of the following: -

1. General works such as setting out, clearance of site before setting out and clearance of works after completion.
2. A detailed programmed for the construction and completion of the work (using CPM/PERT techniques) giving, in addition to submission and approval of materials, procurement of critical materials and equipment, fabrication of special products/ equipment and their installation and testing and for all activities of the employer that are likely to effect the progress of work, etc. including updating of all such activities on the basis of the decisions taken at the periodic site review meeting or as directed by the

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Engineers.

3. Samples of various materials proposed to be used on the work for conducting tests thereon as required as per the Provisions of the contract
4. Design of mixes as per the relevant clauses of the specifications giving proportions of ingredients, sources of aggregates and binder along with accompanying trial mixes as per the relevant Clauses of these specifications to be submitted to the Engineer for his approval before use of the work.
5. Detailed design calculations and drawings for all Temporary Works (such as formwork, staging, centering, specialized constructional handling and launching equipment and the like).
6. Detailed drawings for templates, support and end anchorage, details for pre-stressing cable profiles, bar bending and cutting schedules for reinforcement, material lists for fabrication of structural steel etc.
7. Mill test reports for all mild and high tensile steel and cast steel as per the relevant provisions of the Specifications.
8. Testing of various finished items and materials including bitumen, cement, concrete, bearings as required under these specifications and furnishing test reports/certificates.
9. Inspection Reports in respect of formwork, staging, reinforcement and other items of work as per the relevant specifications.
10. Any other data which may be required as per these Specifications or the conditions of contract or any other annexures/ schedules forming part of the contract.
11. Any other item of work which is not specifically provided in the Bill of Quantities but which is necessary for complying with the provisions of the contract; and all temporary works, formwork and false work.

28 Payments: -

a) Running Bills: -

Two payments in a month will be granted by the Engineer-in-charge if the progress is satisfactory. Contractor should submit bills to the Engineer-in-charge in appropriate forms.

b) Final Bills: -

The contractor should submit final bill within one month after completion of the work and the same will be paid within 3 months if it is in order. Disputed item and claims if any shall be excluded from the final bill and settled separately later on.

29 Handing Over Of Work :-

All the works and materials before finally taken over by Government, will be the entire liability of the contractor for guarding, maintaining and making good any damages of any magnitude. Interim payments made for such work will not alter this position.

30 Claims: -

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Bills for extra work or for any claim shall be paid separately apart from the interim bills for the main work. The payment of bills for the main work shall not be withheld for want of decision on the extras or claims not covered in the appendices.

Claims for extra work shall be registered within 30 days of occurrence of the event. However, bills for these claims including supporting date/details may be submitted subsequently.

Additional Condition (Condition relating to Insurance of Contract Works)

Contractor shall take out necessary Insurance Policy / Policies (Viz-Contractors All Risks Insurance Policy, Erection All Risks Insurance Policy etc. as decided by the Directorate of Insurance) So as to provide adequate insurance cover for execution of the awarded contract work for total contract value and complete contract period compulsorily from the "Directorate of Insurance, Maharashtra State, Mumbai" only. Its postal address for correspondence is "264, MHADA, First floor, Opp. Kalanagar, Bandra (E), Mumbai 400051" (Telephone No.-26590403 / 26590690 and Fax No. 26592461 / 26590403). Similarly, all workmen's appointed to complete the contract work are required to insure under the Workmen's Compensation Insurance Policy. Insurance Policy / Policies need to be taken out from any Government Regional company. If any contractor has effected Insurance with any insurance company, the same will not be accepted and the amount of premium calculated by the Government Insurance Fund will be recovered directly from the amount payable to the contractor for the executed contract work and paid to the Directorate of Insurance Fund, Maharashtra State, Mumbai.

Note: - The actual amount incurred by contractor for insurance of work shall be reimbursed in production of documentary evidence and after verification by the department. It is obligatory to the contractor to draw the insurance policy within 30 days from the date of work order for the work. In case of failure to do so 1% amount of tendered cost on account of insurance shall be deducted from First R.A.bill.

Third Party Insurance

1. The contractor shall provide contractor's All Risk Insurance (CAR), in the joint names of the Employer and the contract Insurance cover from the Start Date to the end of the Defect Liability Period in the amounts as deductible stated in the Contract Data for the following events which are due to the Contractor risk.
 - a) Loss of or damage of the works, plant and materials;
 - b) Loss of or damage of Equipment;
 - c) Loss or damage of property (except the works, plant, materials and equipment's in connection with the contract; and
 - d) Personal injury or death of any personnel employed by the contract is during execution and maintenance defect liability period, employee of PWD, any person using the facility created by the contract during the construction and defect liability period.
2. Alternations to the terms of Insurance shall not be made without the approval of the Engineer.

Both parties shall comply with any conditions of the insurance policies.

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Submission Of Monthly Bill In

As per clause **10 of this B-1** contract, it is responsibility of the contractor to submit the bill monthly to the Engineer in charge.

Conditions of field laboratory to be established on each road site.

The contractor shall establish a well-equipped field laboratory to carry out the routine test with relevant equipment's/apparatus.

Control Tests and Their Frequency

The contractor shall at his risk and cost make all arrangements and or shall provide all such facilities for collecting, preparing required number of samples for test or analysis at such time & to such place or places as may be as directed by the Engineer in charge. All testing charges shall be borne by the contractor. The contractor shall employ a team of qualified persons constitution of the team shall be got approved from the Engineer in charge, for sampling, caring out test, keeping the records as required.

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7 GENERAL DESCRIPTION AND SCOPE OF WORK

General Description

Pathardi Tehsil is one of the most important tehsil from Ahilyanagar district. It has one of the most famous Holy place known as "JAGDAMBA DEVI" Temple at Shri Jagdamba Devi Sarvajanik Trust Mohate, . Now a days tremendous number of pilgrims visits to this place continuously and it increases day by day. This needs to construct Kirtan Madap. Hence local peoples, pilgrims demands and requested for the new construction of this Kirtan Madap Building at earliest. And thus this Tender is prepared and published herewith.

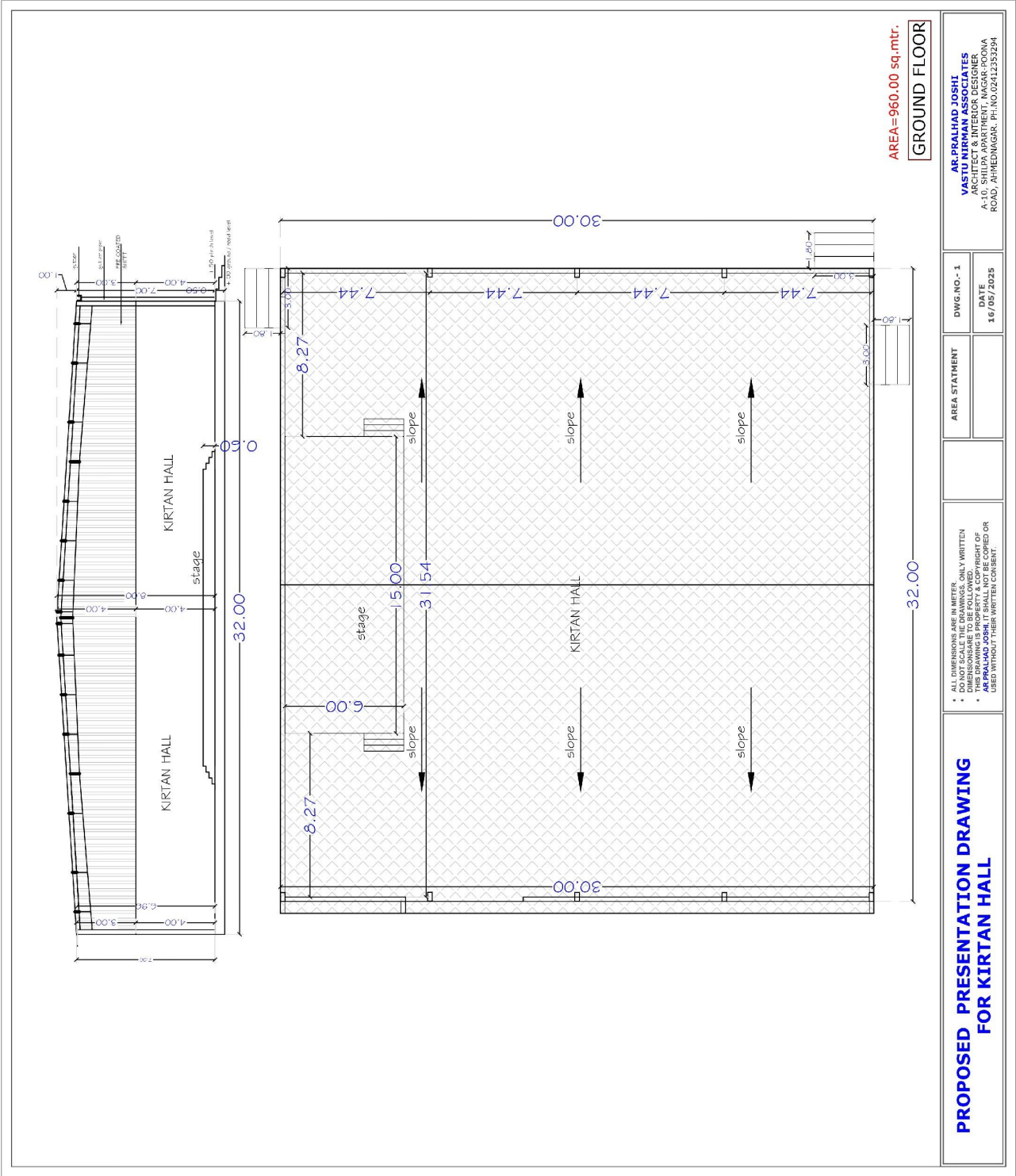
Name of Work: - Construction of Kirtan Mandap Building at Mohatdevi Temple Trust Premices, Mohate, Ta- Pathardi, Dist- Ahilyanagar.

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7.1 Architectural Drawing (As received from Architect)



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7.2 Bar Chart

Name of Work: - Construction of Kirtan Mandap Building at Mohatdevi Temple Trust Premices, Mohate, Ta- Pathardi, Dist- Ahilyanagar.																																		
WORK SCHEDULE																																		
Month 1																																		
Sr	Sub-Activity	Date																																
		1	2	3	4	5	6	7	8	9	10	11	12	13	14	15	16	17	18	19	20	21	22	23	24	25	26	27	28	29	30	31		
1	Plot Cleaning & Lineout																																	
2	Excavation for Footing																																	
3	PCC in Foundation Bedding																																	
4	Footing & Column Reinforcment																																	
5	RCC Work in Footing																																	
6	Refeeling in Foundation																																	
7	R/F & Formwork of Column up to GL																																	
8	RCC Work in Column up to GL																																	
9	Felling in Excavated Footing																																	
10	Brickwork For Ground Beam																																	
11	Ground Beam Reinforcment																																	
12	R/F & Formwork of Ground Beam																																	
13	RCC Work of Ground Beam																																	
14	Brickwork over Ground Beam																																	
15	Felling in Plinth																																	
Month 2																																		
Sr	Sub-Activity	Date																																
		1	2	3	4	5	6	7	8	9	10	11	12	13	14	15	16	17	18	19	20	21	22	23	24	25	26	27	28	29	30	31		
1	Ground Beam Reinforcment																																	
2	R/F & Formwork of Ground Beam																																	
3	RCC Work of Ground Beam																																	
4	Brickwork over Ground Beam																																	
5	Felling in Plinth																																	
6	Leveling & Compaction of Plinth Surface																																	
7	M-20 Tremix Concrete on Plinth																																	
8	Supplying PEB Material on Site																																	
Month 3																																		
Sr	Sub-Activity	Date																																
		1	2	3	4	5	6	7	8	9	10	11	12	13	14	15	16	17	18	19	20	21	22	23	24	25	26	27	28	29	30	31		
1	Erection of Column																																	
2	Erection of Rafter																																	
3	Erection of Purlin & Brace																																	
4	Calibration of First Frame																																	
5	Erection of next frame																																	
6	Complete Erection of Next Frame																																	
Month 4																																		
Sr	Sub-Activity	Date																																
		1	2	3	4	5	6	7	8	9	10	11	12	13	14	15	16	17	18	19	20	21	22	23	24	25	26	27	28	29	30	31		
1	Erection of Roof Monitor																																	
2	Completion Check Before Roof Covering																																	
3	Erection of Roof Covering																																	
4	Erection of Turbo Ventilator																																	
5	Rain Water Harvesting System																																	
6	Any other Accessories																																	

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8 BILL OF QUANTITIES

8.1 Schedule B (As received from Architect / Structural Consultant)

SCHEDULE - B (PART A - CIVIL WORK)						
Owner Name : - Shri Jagdamba Devi Sarvjanik Trust Mohate, Tal- Pathardi, Dist- Ahilyanagar, 414102.						
Name of Work :- Construction of Kirtan Mandap Building at Mohatdevi Temple Trust Premices, Mohate, Tal- Pathardi, Dist- Ahilyanagar.						
Sr. No	PWD SSR 2022-2023	Qty.	Description	UNIT	Amount In Words	Amount
1	21.02 BDA 1 259 / P.No. 153	111.77	Excavation for foundation in earth, soil of all types, sand, gravel and soft murum, including removing the excavated material up to a distance of 50 m. beyond the building area and stacking and spreading as directed, dewatering, preparing the bed for the foundation and necessary back filling, ramming, watering including shoring and strutting etc. complete. (Lift upto 1.5 m.) By Mechanical Means	Cum	Rupees Sixteen Thousand Seven Hundred SixtyFive Paise Twenty Only	16,765.20
2	21.06 BDA 2 259 / P.No. 153	0	Excavation for foundation in hard murum including removing the excavated material upto distance of 50 metres beyond the building area and stacking and spreading as directed, dewatering, preparing the bed for the foundation and necessary back filling, ramming, watering including shoring and strutting etc. complete. (Lift upto 1.50 m) By Mechanical Means	Cum	0	-
3	21.16 BDA 4 259 / P.No. 154	111.77	Excavation for foundation in Soft rock and old cement or lime masonry foundations including removing the excavated material upto a distance of 50 metres beyond the building area and stacking as directed, including dewatering, preparing the bed for the foundation and necessary back filling with available earth/murum, ramming, watering including shoring and strutting etc. complete. (Lift from 1.5m To 3.0 m.) By Mechanical Means	Cum	Rupees ThirtyNine Thousand One Hundred Eighteen Paise Eighty Only	39,118.80
4	21.20 BDA 6 260 / P.No. 155	111.77	Excavation for foundation in Hard rock by chiselling, wedging, line drilling, etc. including trimming and levelling the bed, removing the excavated material upto a distance of 50 metres beyond the building area stacking as directed, dewatering and back filling with available earth/ murum watering, ramming etc. complete. (Lift upto 1.5 m). By Mechanical Means	Cum	Rupees NinetyFive Thousand Two Paise Eighty Only	95,002.80
5	21.37 BDA11 263 / P.No. 157	549.57	Filling in plinth and floors with contractors material/brought from outside and approved by Engineer incharge in layers of 15 cm to 20 cm including watering and compaction etc. complete	Cum	Rupees Five Lakh TwentyTwo Thousand	5,22,087.23
6	24.01 BDE 1 287 /PN 175	87.69	Providing and laying cast in situ/ready mix concrete in M-15 of trap/ granite/ quartzite/ gneiss metal for foundation and bedding including bailing out water, Steel centering, formwork, laying/pumping, compacting, roughening them if special finish is to be provided, finishing if required and curing complete, with fully automatic micro processor based PLC without SCADA enabled reversible Drum Type mixer/concrete Batch mix plant (Pan mixer) etc. complete. With fine aggregate (Crushed sand VSI Grade)	Cum	Rupees Six Lakh FiftySeven Thousand Six Hundred Ninety Only	6,57,690.00

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Sr. No	PWD SSR 2022-2023	Qty.	Description	UNIT	Amount In Words	Amount
7	25.52 BDF 6 300 /PN 181	0	Providing and laying Cast in situ/Ready Mix cement concrete in M-25 of trap/ granite/ quartzite/ gneiss metal for R.C.C. beams and lintels as per detailed designs and drawings or as directed including steel centering, formwork, cover blocks, laying/pumping, compaction and roughening the surface if special finish is to be provided and curing etc. complete. (Excluding reinforcement and structural steel).with fully automatic micro processor based PLC without SCADA enabled reversible Drum Type mixer/ concrete Batch mix plant (Pan mixer) etc. complete. With fine aggregate (Crushed sand VSI Grade)	Cum	0	-
8	26.23 BDF 12 304 /PN 185	17.11	Providing and laying Cast in situ/Ready Mix cement concrete in M-20 of trap/ granite/ quartzite/ gneiss metal for R.C.C.coping to plinth or parapet and sill of doors and windows moulded as per detailed drawings or chamfered as approved by the Engineer including steel centering, formwork, cover blocks, laying/pumping, compacting , curing , finishing and roughening them if special finish is to be provided and curing complete. (Excluding reinforcement and structural steel).with fully automatic micro processor based PLC without SCADA enabled	Cum	Rupees One Lakh EightyEight Thousand Two Hundred ThirtyTwo Only	1,88,232.00
9	25.13 BDF3 298 /PN 178	61.84	Providing and laying Cast in situ/Ready Mix cement concrete M-25 of trap / granite /quartzite/ gneiss metal for R.C.C. work in foundations like raft, strip foundations, grillage and footings of R.C.C. columns and steel stanchions etc. including bailing out water, Steel centering, formwork ,cover blocks, laying/pumping, compaction and curing roughening the surface if special finish is to be provided (Excluding reinforcement and structural steel) etc. complete, with fully automatic micro processor based PLC without SCADA enabled reversible Drum Type mixer/ concrete Batch mix plant (Pan mixer) etc. complete. With fine aggregate (Crushed sand VSI Grade)	Cum	Rupees Five Lakh TwentyFive Thousand Six Hundred Six Only	5,25,606.00
10	25.33 BDF5 300 /PN 180	11.9	Providing and laying Cast in situ/Ready Mix cement concrete M-25 of trap / granite /quartzite/ gneiss metal for R.C.C. columns as per detailed designs and drawings or as directed including steel centering, formwork, cover blocks, laying/pumping, compaction finishing the formed surfaces with cement mortar 1:3 of sufficient minimum	Cum	Rupees One Lakh FourtyEight Thousand Seven Hundred EightyOne	1,48,781.25
11	26.33 BDF 17 304/PN 188	10.03	Providing and fixing in position IMT - FE - 500 bar reinforcement of various diameters for R.C.C. pile caps, footings, foundations, slabs, beams columns, canopies, staircase, newels, chajjas, lintels pardis, copings, fins, arches etc. as per detailed designs, drawings and schedules. including cutting, bending, hooking the bars, binding with wires or tack welding and supporting as required complete.	MT	Rupees Ten Lakh FiftyThree Thousand Six Hundred Thirty Paise Ninety Only	10,53,630.90
12	21.40 BDA / P.No. 157	220.8	Providing soling using 80 mm size trap metal in 15 cm. layer including filling voids with Crushed sand/grit, ramming, watering etc. complete	Cum	Rupees Four Lakh EightyFive Thousand	4,85,760.00

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Sr. No	PWD SSR 2022-2023	Qty.	Description	UNIT	Amount In Words	Amount
13	27.01 BDG 1 313/ PN 197	17.11	Providing uncoursed rubble masonry with conventional/I.S. type bricks in cement mortar 1:6 in foundations and plinth of inner walls/in plinth external walls including bailing out water, striking joints on unexposed faces, racking out joints on exposed faces and watering, Complete. Spec. No: - Bd. G.1 Page No.313	Cum	Rupees EightyFive Thousand Five Hundred Sixty Only	85,560.00
14	27.05 BDG 5 315/ PN 197	0	Providing second class burnt brick masonry with conventional/ I.S. type bricks in cement mortar 1:6 in superstructure including striking joints, raking out joints, watering and scaffolding complete. Spec. No: - Bd. G.5 Page No.315	Cum	0	-
15	32.04 BDL 2A 368 / PN 209	0	Providing internal cement plaster 12mm thick in single coat in cement mortar 1:4 without neeru finish to concrete or brick surfaces, in all positions including scaffolding and curing etc.complete.	Sqm	0	-
16	32.11 BDL 7 369 / PN 209	0	Providing sand faced plaster externally in cement mortar using approved screened sand in. all positions including base coat of 15 mm thick in cement mortar 1:4 using waterproofing compound at 1 Kg. per cement bag curing the same for not less than 2 days and keeping the surface of the base coat rough to receive the sand faced treatment	Sqm	0	-
17	35.26 BDO /PN 225	0	Providing and applying two coats of Interior paint of approved manufacture and of approved colour to the plastered surfaces including cleaning ,preparing the plaster surface ,applying primer coat ,scaffolding if necessary, and watering the surface for two days etc complete	Sqm	0	-
17	35.26 BDO /PN 225	0	Providing and applying two coats of exterior weather shield paint of approved manufacture and of approved colour to the plastered surfaces including cleaning ,preparing the plaster surface ,applying primer coat ,scaffolding if necessary, and watering the surface for two days etc complete	Sqm	0	-
19	23.01 BDC 2 275/PN 173	0.5	Providing and fabricating structural steel work in rolled sections like joists, channels, angles, tees etc. as per detailed design and drawings or as directed including cutting, fabricating, hoisting, erecting, fixing in position making riveted / bolted /welded connections without connecting plates, braces etc. and including one coat of	MT	Rupees FiftyOne Thousand Five Hundred Only	51,500.00
20	23.12 /PN 174	0	Providing structural steel work in hollow section of various thickness and sizes in square,rectanular and round shape from 25mm to 450 mm section as per IS4923YST310 Grade produced from iron ore and blast furnace route etc.as per detailed designs and drawing or as directed including cutting,fabricating,hoisting, erecting, fixing in position, making riveted/bolted/ welded connections and paintingcomplete.	MT	0	-
21	21.36 BDA10 262 / P.No. 157	0	Filling in plinth and floors with approved excavated material in 15cm. to 20cm. layers including watering and compacting etc. complete.	Cum	0	-

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Sr. No	PWD SSR 2022-2023	Qty.	Description	UNIT	Amount In Words	Amount
22	5.22 BDM / PN 44	144	Providing and taying insitu cement concrete M-20 with tremix treatment for 150 mm thickness for Concrete Road is including laying plastic sheet for 125 micron thickness with groove cutting of 4 mm wide and 20mm deep with necessary refilling with bitumen(excluding reinforcement)with coarse and fine aggregate(natural	Cum	Rupees Thirteen Lakh SixtyEight Thousand Only	13,68,000.00
24	32.26 BDL/PN 210	100	Providing and fixing chicken mesh of 22 gauge, with about 30 cm. width at the junction of R.C.C members and brick work, of approved quality including fixing mesh in position by necessary drilling in concrete /B.B.masonry and or tying by binding wire etc. complete.	Rmt	Rupees Seven Thousand Five Hundred Only	7,500.00
25	39.24 BDT 55/PN 248	0	laths of minimum thickness 0.9mm with lock plate of 3.15mm thickness reinforced with 35x35x5mm angle section fitted with sliding bolts and handles for both sides, deep M.S.channel section of depth and thickness not less than 65mm and 3.15mm respectively with hold fastar rangements ,M.S.Bracket plate 300x300x3.15mm minimum size and shape with square bar, suspension shaft of minimum 32mm diameter, hood cover of M.S. sheet not less than 0.9mm thickness and of any size attopand safety devices including mechanical gear operation arrangement consisting of worm gear wheels and worms of high grade cas tiron or mild steel and one coat of red lead primer etc. complete.(I.S.62481979) (With mechanical gear)openable mechanical rolling shutter with gear box of size 3.6 m x 3.6 m or 6 m x 6 m.height with perforated sheet and MS sheet	Sqm	0	-
PART A Total cost of civil work in Rs.					=	52,45,234.18
					Say Rs.	= 52,45,234.00
In Words =		Rupees FiftyTwo Lakh FourtyFive Thousand Two Hundred ThirtyFour Only				

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SCHEDULE - B (PART B - PEB WORK)					
Owner Name : - Shri Jagdamba Devi Sarvjanik Trust Mohate, Tal- Pathardi, Dist- Ahilyanagar, 414102.					
Name of Work :- Construction of Kirtan Mandap Building at Mohatdevi Temple Trust Premices, Mohate, Tal- Pathardi, Dist- Ahilyanagar.					
Sr. No	Qty.	Description	Unite	Rate In Words	Amount
1	10330	Supply of Building Solution - Area of 10,330 SQFT approx . which includes <u>Steel Structure - Primary Members -</u> • Pre-manufactured sections in high strength steel in 350Mpa in Tata Steel or Jindal Steel or equivalent make • Pre-rolled accessories necessary for fixing and erection of primary steel structure <u>Steel Structure - Secondary Members -</u> • Pre-manufactured sections in high strength steel in 345Mpa in Tata BlueScope Steel make • Pre-rolled accessories necessary for fixing and erection of primary steel structure <u>Roofing - External Roofing -</u> • External Roofing Sheets - Tata BlueScope Steel make in 0.5mm TCT 550Mpa • Color as per customer choice <u>Wall - External Cladding -</u> • 4 feet from top considered in Tata BlueScope Steel make • If any required, then the same can be provided at extra cost <u>Rainwater Harvesting System -</u> • Gutters and downpipes at sloping side as per drawing is considered <u>Wall - Accessories -</u> • Necessary connections, fasteners and finishing and accessories as per final detailing	Sqft	Rupees FiftyEight Lakh FiftySeven Thousand One Hundred Ten Only	58,57,110.00
2	10330	Installation of above-mentioned sections as per final design and detailing and approvals from customer	Sqft	Rupees Ten Lakh FourtyNine Thousand Five Hundred TwentyEight Only	10,49,528.00
3	20	Supply and installation of turbo vents of 600mm diameter	Nos	Rupees Ninety Thousand Only	90,000.00
4	100	Supply and installation of Polycarbonate sheets 2mm thickness matching Tata BlueScope Steel Profile	Sqm	Rupees One Lakh Five Thousand Only	1,05,000.00
PART B Total cost of PEB work in Rs.				=	70,90,000.00
				Say Rs.	70,90,000.00
In Words =	Rupees Seventy Lakh Ninety Thousand Only				
PART A				=	52,45,234.00
PART B				=	70,90,000.00
TOTAL A + B				=	1,23,35,234.00

Contractor

 Architect
 Ar. Pralhad Joshi

 CEO
 Shri Jagdamba Devi
 Sarvjanik Trust

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Contractor

Architect
Ar. Pralhad Joshi

CEO
Shri Jagdamba Devi
Sarvajanik Trust

9 FORMS

Form No. 1 (On Rs. 500/- Stamp)

Authority Certificate

I / We _____ hereby informed & declared that,
Mr. / Smt. _____ has been authorized for acting as & on behalf of myself
/ our firm for tendering processes & further liasoning in that respect for the tendered work
named as under,

Name of Work: - Construction of Kirtan Mandap Building at Mohatdevi Temple Trust Premises
Mohate, Ta- Pathardi, Dist- Ahilyanagar.

I / we _____ do not has any objection on the
named person as above for any action & process done by him on behalf of myself / ourselves.
We are solely responsible for the same in all respect & will binding on action / process done by
him for the same.

Hence this oath & affidavit.

Partner 1

Partner 2

Authorized Signatory

Contractor

Architect
Ar. Pralhad Joshi

CEO
Shri Jagdamba Devi
Sarvajanik Trust

Form No. 2 & 3

List of Plant and Machinery Immediately Available with the Tenderer for This work – E 1

Sr. No.	Name of Equipment	No. of Units	Kind and make	capacity	Age and Condition	Present Location	Remark
1	2	3	4	5	6	7	8

Contractor

Architect
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CEO
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Form No. 4

List of Works Carried Out (Work Done) in Interior Backward and Hilly Areas during the Presiding 5 Years

Sr. No.	Name of Work	Cost of Work	Date of Starting	Date of Completion	Remark
1	2	3	4	5	6

Contractor

Architect
Ar. Pralhad Joshi

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Sarvajanik Trust

Form No. 5

Details of Works of Similar Types and Magnitude Carried Out By the Contractor during the Presiding 5 Years

Sr. No.	Name of Work	Cost of Work	Date of Starting	Stipulated Date of Completion	Actual Date of Completion	Remark
1	2	3	4	5	6	7

Contractor

Architect
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CEO
Shri Jagdamba Devi
Sarvajanik Trust

Form No. 6

Tendered For and In List of Works Hand as on Date of Submission of This Tender – E 1

Sr. No.	Name of Work	Place & Country	Works in hand		Remark
			Estimated Cost	Cost of Remaining Work	
1	2	3	4	5	6

Contractor

Architect
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CEO
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Form No. 7

(List of Key personnel to be deployed on contract work)

Sr. No.	Personnel	Qualification	Experience in Year	No of Years Working with Contractor	Remark
1	2	3	4	5	6

Note: -Bidder shall submit the name and C.V. s of above personnel with all details in field given in Hard Copy.

Contractor

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CEO
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Form No. 8

Minimum Executed Quantity Required during last 5 Years

Sr. No.	Name of Work	Cost of Work	Minimum Quantity Required	Date of Starting	Stipulated Date of Completion	Actual Date of Completion	Remark
1	2	3	4	5	6	7	8
1	PEB Structure	Min. 100 Lakhs	8500 Square Feet				
2	M25 Grade Concrete	4.50 Lakh	Min. 35 Cubic Meter				
3	Tremix Concrete Floor	5.50 Lakh	60 Cubic Meter				

Contractor

Architect
Ar. Pralhad JoshiCEO
Shri Jagdamba Devi
Sarvajanik Trust

Form No. 9

Questionnaire On Modern Machinery:

Proforma for information regarding machinery required for this work – E 1

Sr. No.	Name of Machinery	Qty.
1	Fully automatic microprocessor based Programmable logic controller without SCADA enabled with reversible drum type mixer	1 Number Owned / Hired
2	Sand screening cum washing unit electrically or diesel operated 4/6 cubic meter per hour capacity	1 Number Owned / Hired
3	Crane Minimum Capacity of Load – ____ MT Height – ____Meters.	1 Number Owned / Hired

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Architect
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CEO
Shri Jagdamba Devi
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Form No.10

Turnover Details as per Chartered Accountant Certificate (Last 5 years)

Sr. No.	Year	Turn Over	Updated Turn over with factor	Remark
1)	2020-21			
2)	2021-22			
3)	2022-23			
4)	2023-24			
5)	2024-25			

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Form No.11

Work Done Details (Last 5 Years)

Sr. No	Dept Name	Name of Work	Date of Work order	Time period of work	cost of work	Up to date Year wise Expenditure / Work Done					Balance cost	upload work order
						2019-20	2020-21	2021-22	2022-23	2023-24		
1	2	3	4	5	6	7	8	9	10	11	12	13

Contractor

Architect
Ar. Pralhad Joshi

CEO
Shri Jagdamba Devi
Sarvajanik Trust

10 ANNEXURES

ANNEXURES -1 AFFIDAVIT

(On Rs 500/- Stamp Paper) (Separate for Each Work)

Name of Work: -

Iage.....Address.....
..... (Authorized signatory to sign the contract), hereby submit,
vide this affidavit in truth, that I am the owner of the contracting firm..... /
Authorized signatory and I am submitting the documents in envelope No.1 for the purpose of
scrutiny of the contract. I hereby agree to the conditions mentioned below: -

- 1) That I have submitted a Tender for the work (Name of Work) in the office..... Trust
- 2) That I have carefully gone through, read, thoroughly studied and understood all terms and conditions, specification included in the tender document (Tender Form, Detail Tender Notice, Conditions and Specifications common set of Deviations drawings etc.) I hereby accept all these conditions. I agree to abide by the terms and condition in the tender document and agree to execute the work as per terms and conditions, specifications laid down in the tender document.
- 3) That I have furnished EMD (Earnest Money Deposit) from the Bank Account in the name of my firm only.
- 4) I do hereby state on oath that the documents submitted by me in Envelope No. 1 of this tender are true, correct and bonafied. There are no errors and omissions in the submitted documents.
- 5) I do hereby the state on oath that the value of work in hand is accurate on the date of submission of this tender. If in the future it is found wrong or misleading, I am liable for action under Indian Penal Code, if any papers are found false/ fraudulent during contract period and even after the completion of contract.
- 6) I am liable for action under Indian Penal Code for submission of any false/ fraudulent paper / information submitted.
- 7) The undersigned hereby authorize(s) and request(s) any bank, person, firm or corporation to furnish pertinent information deemed necessary and requested by the Trust to verify this statement or regarding my (our) competence and general reputation.
- 8) I The undersigned understand and agrees that further qualifying information may be requested and agrees to furnish any such information at the request of the Trust or Project implementing agency.
- 9) I am neither associated, nor has been associated, directly or indirectly, with the Architect / Consultant / Engineer-in-charge or any other entity that has prepared the design, specification and other documents for the project or being proposed as Project Manager for

Contractor

Architect
Ar. Pralhad Joshi

CEO
Shri Jagdamba Devi
Sarvajanik Trust

the Contract.

- 10) I am liable for action under Indian Penal Code if during contract period and defect liability period, any false information, false bill of purchases supporting proof of purchase, proof of testing submitting by my staff, subletting company or by myself. I will be liable for action under Indian Penal Code.
- 11) I am liable for action under Indian Penal Code if any paper are found false/ fraudulent during contract period and even after the completion of contract (Finalization of Final Bill)
- 12) I / We hereby solemnly agree that, I/ We have willingly entered into the contractor with Trust for the work of **(Construction of Kirtan Mandap Building at Mohatdevi Temple Trust Premices, Mohate, Tal- Pathardi, Dist- Ahilyanagar.)** for the said work. I/ We am / are buying the required quantity of material having stipulated specifications from the Authorized dealer only. I / We am / are also aware of the fact that after receiving the said quantity of material from the dealer, it is mandatory upon me to deposit the original copy / copies of bills of material in the office of Trust of the work or his authorized officer if asked for. I / we also agree that if I fail to produce sufficient documentary evidence i.e. original copy / copies of bills for the purchase of material. I will be totally held responsible for this noncompliance and in such a case I will be responsible for any actions which the Trust may deem fit to impose on me / us or legal proceedings as per prevailing law.

Hence this Affidavit.

Place:

Date:

Signature of Contractor

(Signed by an Authorized Officer of the Firm)

[The Bond of the above Affidavit should be submitted on a Rs. 500/- Non Judicial Stamp Paper along with the Tender fee's D.D. / Pay Order & EMD.)

Contractor

Architect
Ar. Pralhad Joshi

CEO
Shri Jagdamba Devi
Sarvajanik Trust

ANNEXURES -2

AFFIDAVITE

(Undertaking Shall be Submitted in Contractor Letter Head)
(Separate for Each Work)

Name of Work: -

I.....Age..... Address (Authorized signatory to sign the contract), hereby submit, vide this affidavit in truth, that I am the owner of the contracting firm..... / Authorized signatory and I am submitting the documents in envelope No.1 for the purpose of scrutiny of the contract. I / We here by agree to the condition of contract that I/ We shall not claim any compensation / Interest from Trust on Account of delay in payment of R.A. Bills / Final Bill due to paucity of funds, as well as on deposited amount towards trust whatsoever in any form.

Contractor's Signature & Seal
of Contractor

Contractor

Architect
Ar. Pralhad Joshi

CEO
Shri Jagdamba Devi
Sarvajanik Trust

ANNEXURES -3

Integrity Pact

"The Bidder/Contractor"

Preamble

TRUST intends to award, under laid-down organizational procedures, contract(s) for

Name of work :- Construction of Kirtan Mandap Building at Mohatdevi Temple Trust Premises, Mohate,

Tal- Pathardi, Dist- Ahilyanagar.

Trust values full compliance with all relevant laws and regulations, and the principles of economical use of resources, and of fairness and transparency in its relations with its Bidders/ Contractors.

In order to achieve these goals, TRUST and the above named Bidder/Contractor enter into this agreement called 'Integrity Pact' which will form a part of the bid.

It is hereby agreed by and between the parties as under:

Part 1 – Commitments of Trust

1. TRUST commits itself to take all measures necessary to prevent corruption and to observe the following principles.
 - 1.1 No employee of TRUST, personally or through family members, will in connection with the tender, or the execution of the contract, demand, take a promise for or accept, for him/herself or third person, any material or other benefit which he/she is not legally entitled to.
 - 1.2 TRUST will during the tender process treat all Bidder(s) with equity and fairness. TRUST will in particular, before and during the tender process, provide to all Bidder(s) the same information and will not provide to any Bidder(s) confidential/ additional information through which the Bidder(s) could obtain an advantage in relation to the tender process or the contract execution.

Part 2 – Commitments of the Bidder / Contractor

- 2.1 The Bidder/Contractor commits himself to take all measures necessary to prevent corruption. He commits himself to observe the following principles during his participation in the tender process and during the contract execution.
 - 2.1.1 The Bidder/Contractor will not, directly or through any other person or firm, offer, promise or give to TRUST, or to any of TRUST'S employees involved in the tender process or the execution of the contract or to any

Contractor

Architect
Ar. Pralhad Joshi

CEO
Shri Jagdamba Devi
Sarvajanik Trust

third person any material or other benefit which he/she is not legally entitled to, in order to obtain in exchange an advantage during the tender process or the execution of the contract.

- 2.1.2 The Bidder/Contractor will not enter into any illegal agreement or understanding, whether formal or informal with other bidder/ contractors, This applies in particular to prices, specifications, certifications, subsidiary contracts, submission or non-submission of bids or actions to restrict competitiveness or to introduce cartelization in the bidding process.
- 2.1.3 The Bidder/Contractor will not commit any criminal offence under the relevant Anti-corruption Laws of India; further, the Bidder/ Contractor will not use for illegitimate purposes or for purposes of restrictive competition or personal gain, or pass on to others, any information provided by TRUST as part of the business relationship, regarding plans, technical proposals and business details, including information contained or transmitted electronically.
- 2.1.4 The Bidder/ Contractor of foreign origin shall disclose the name and address of the Agents/ representatives in India, if any, involved directly or indirectly in the Bidding. Similarly, the Bidder/ Contractor of Indian Nationality shall furnish the name and address of the foreign principals, if any, involved directly or indirectly in the Bidding.
- 2.1.5 The Bidder/ Contractor will, when presenting his bid, disclose any and all payments he has made, or committed to or intends to make to agents, brokers or any other intermediaries in connection with the award of the contract and/or with the execution of the contract.
- 2.1.6 The Bidder/ Contractor will not misrepresent facts or furnish false/forged documents/ informations in order to influence the bidding process or the execution of the contract to the detriment of TRUST.
- 2.2 The Bidder/ Contractor will not instigate third persons to commit offences outlined above or be an accessory to such offences.

Part 3 - Disqualification from Tender process and exclusion from future contracts

- 3.1 If the Bidder, before contract award, has committed a serious transgression through a violation of Part 2 or in any other form such as to put his reliability or credibility as Bidder into question, TRUST may disqualify the Bidder from the tender process or terminate the contract, if already signed, for such reason.
- 3.2 If the Bidder/Contractor has committed a serious transgression through a violation of Part 2 such as to put his reliability or credibility into question,

Contractor

Architect
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CEO
Shri Jagdamba Devi
Sarvajanik Trust

TRUST may after following due procedures also exclude the Bidder/Contractor from future contract award processes. The imposition and duration of the exclusion will be determined by the severity of the transgression. The severity will be determined by the circumstances of the case, in particular the number of transgressions, the position of the transgressors within the company hierarchy of the Bidder/Contractor and the amount of the damage. The exclusion may be imposed for a 3 years.

- 3.3 If the Bidder/Contractor can prove that he has restored/recouped the damage caused by him and has installed a suitable corruption prevention system, TRUST may revoke the exclusion prematurely.

Part 4 – Liability for violation of Integrity Pact

- 4.1 If TRUST has disqualified the Bidder from the tender process prior to the award under Part 3, TRUST may forfeit the Bid Guarantee under the Bid.
- 4.2 If TRUST has terminated the contract under Part 3, TRUST may forfeit the Contract Performance Guarantee of this contract besides resorting to other remedies under the contract.

Part 5 – Previous Transgression

- 5.1 The Bidder shall declare in his Bid that no previous transgressions occurred in the last 3 years with any other Public Sector Undertaking or Government Department that could justify his exclusion from the tender process.
- 5.2 If the Bidder makes incorrect statement on this subject, he can be disqualified from the tender process or the contract, if already awarded, can be terminated for such reason.

Part 6 – Equal treatment to all Bidders/ Contractors

- 6.1 TRUST will enter into agreements with identical conditions as this one with all Bidders.
- 6.2 TRUST will disqualify from the tender process any bidder who does not sign this Pact or violate its provisions.

Part 7 – Pact Duration

This Pact begins when both parties have legally signed it. It expires for the Contractor after the closure of the contract and for all other Bidder's six month after the contract has been awarded.

Part 8 – Other Provisions

- 8.1 This agreement is subject to Indian Law Place of performance and jurisdiction is

Contractor

Architect
Ar. Pralhad Joshi

CEO
Shri Jagdamba Devi
Sarvajanik Trust

the establishment of TRUST'S Jurisdiction. The Arbitration clause provided in the main tender document / contract shall not be applicable for any issue / dispute arising under Integrity Pact.

8.2 Changes and supplements as well as termination notices need to be made in writing.

8.3 If the Contractor is a partnership firm or a consortium or Joint Venture, this agreement must be signed by all partners, consortium members and Joint Venture partners.

8.4 Nothing in this agreement shall affect the rights of the parties available under the General Conditions of Contract (GCC) and Special Conditions of Contract (SCC).

8.5 Should one or several provisions of this agreement turn out to be invalid, the remainder of this agreement remains valid. In this case, the parties will strive to come to an agreement to their original intentions.

(Signature)
Shri Jagdamba Devi
Sarvajanik Trust

(Signature)
(For & on behalf of
Joint Venture)

(Office Seal)
CEO

(Office Seal)
Contractor / Bidder

Witness I
(name & Address)

Witness I
(name & Address)

Witness II
(name & Address)

Witness II
(name & Address)

Contractor

Architect
Ar. Pralhad Joshi

CEO
Shri Jagdamba Devi
Sarvajanik Trust

ANNEXURES -4

DECLARATION OF THE CONTRACTOR

1. I / We hereby declare that I/We have made myself/ourselves thoroughly conversant with the local conditions regarding all materials and labour on which I We have based my/our rates for tender. The specifications of this work have been carefully studied and understood by me/us before submitting this tender. I we undertake to use only the best materials approved by the Architect / Consultant / Engineer in-Charge or his duly authorized assistant during the execution of the work and to abide by his decisions.

2. I / We hereby further declare that my/our tender is unconditional in every manner of what so ever in nature.

Contractor

Contractor

Architect
Ar. Pralhad Joshi

CEO
Shri Jagdamba Devi
Sarvajanik Trust

ANNEXURES -5

Schedule showing (approximately) the quantities of materials to be from the Departmental Stores for the Work Contracted and the Rates at which they are charged for.

Particulars	Quantity	Rate at which the material will be charged to the contractor		Place of delivery
		Unit	In Figures	In Words
_____ N I L _____				
<p><u>NOTE:</u> - All materials which is approved by the Engineer-in-charge is to be brought by the Contractor at his own cost including transportation, loading, unloading, stacking and storing till its use in work etc. complete. The testing charges will be paid by the contractor.</p>				

Note: - The person or the firm submitting the tender should see that the rates in the above schedule are filled up by the Engineer in charge on the issue of the form prior to the submission of the tender.

Contractor

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CEO
Shri Jagdamba Devi
Sarvajanik Trust