

**MAHATMA GANDHI MISSION TRUST,
MGM CAMPUS, N-6, CIDCO, CHH. SAMBHAJINAGAR.**

TENDER DOCUMENT FOR:

**“PROPOSED CONSTRUCTION OF BOYS’ HOSTEL AT GUT NO
279, MGM HILLS, GANDHELI, CHH. SAMBHAJINAGAR.”**

DATE OF ISSUE : 5TH JANUARY, 2024

LAST DATE OF SUBMISSION : UP TO 6.00 PM ON 12TH JANUARY, 2024

DATE AND TIME FOR OPENING
OF TECHNICAL BIDS : 4.00 PM, 15TH JANUARY, 2024

PART-1 (TECHNICAL – BID)

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TENDER DOCUMENT FOR PROPOSED CONSTRUCTION OF BOYS' HOSTEL AT GUT NO 279, MGM HILLS, GANDHELI, CHH. SAMBHAJINAGAR.

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NOTICE INVITING TENDERS

Sealed tenders are hereby invited in two parts, (I- Technical Bid and II-Price Bid)for **“CIVIL CONSTRUCTION for BOYS’ HOSTEL AT GUT NO 279, MGM HILLS, GANDHELI, Chh. SAMBAJINAGAR”** from registered experience contractors having necessary documents like Income Tax Returns, Experience Certificate, Solvency Certificate, Machinery ownership proof and other statutory registrations etc. as per demand of office for the said work.

1. The work is to be completed within Six months from the date of issue of the work order.
2. Blank Tender copies shall be collected from the office of MGM Construction Department, MGM Campus, N6, CIDCO, Chh. Sambhajinagar from 05/01/24 to 10/01/24 on all working days during working hours on the payment of Rs.5000/- (Rs. Five Thousand only), non-refundable, as Blank tender fees payable to “MGM Trust Chh. Sambhajinagar”. Details of the same shall be made available at the MGM Construction department. Last date of submitting the Application form: 15th January, 2024 before 6:00 pm.

Each tender set comprises of the following:

- a) Part I (Technical/Conditions Bid) – Contents as per index sheet, EMD & Tender fee.
 - b) Part II(Commercial Bid) – Contents Civil Construction BOQ with drawings and general specifications.
3. Tender documents including the set of drawings & the price bid shall be submitted on 12th January 2024, at MGM Construction Department, before 6:00 pm. The sealed tenders (Technical Bid) will be opened on 15TH January 2024 at 4.00 P.M. in presence of the MGM Construction Department, MGM Management representative, Architect. Interested bidders may attend tender opening process.
 4. At the same time of submitting the tender, the tenderer shall deposit an EMD(earnest money deposit) of Rs 10,00,000/- in form of valid Demand Draft / pay order issued in favour of “MGM Trust Chh. Sambhajinagar” Payable at MGM Construction Department, MGM Campus, N-6, CIDCO, Chh. Sambhajinagar for proper execution of the contract.

No cheque, cash or any other mode for submission of EMD & tender fee will be accepted. If invalid DD found with tender, MGM Trust reserves the right to reject the said tender. The tender document is non-transferable. Only the bidders, who submitted aforesaid prescribed tender fees, will only be eligible as bidder for opening technical bid.

5. Security deposit/Retention money – 5% of final bill amount will be kept by and with MGM Trust without interest for 12 months from the date of final payment.
6. The earnest money deposit will not bear any interest. The earnest money deposit will be forfeited in the even to any evasion, refusal order lay on the part of the tenderer to sign and execute the contract on acceptance of his tender. The earnest money deposit, without any interest, will be returned to the tenderer whose tenders are not accepted. The earnest money deposit, bearing no interest, will be returned to the tenderer whose tender is accepted only after the satisfactory completion of the project.
7. The tender shall be submitted as per instructions with the name of the work super scribed on the envelopes written prominently and addressed to MGM Construction Department, c/o MGM Trust, MGM Campus, N-6, CIDCO, Chh. Sambhajinagar.
8. The name of the tenderer shall be written on the bottom left-hand corner of the sealed cover. The sealed tenders shall be submitted at the address mentioned above.
9. The tenders shall be submitted in the following manner and shall contain details / documents as listed below:
 - ENVELOPE 'A': One sealed envelope super scribed (in addition to the name of the work) 'Technical/Conditions Bid 'containing the following:
 - a) A complete set of tender documents (Part 1-Technical Bid) as issued, duly filled and signed by the tenderer.
 - b) Demand Draft towards the earnest money deposit & tender fee in the name of 'MGM Trust Chh. Sambhajinagar.' Payable at MGM Construction Department, MGM Campus, N-6, CIDCO, Chh. Sambhajinagar.Exceptions and/or deviations which tenderer may desire to stipulate be given with the Tech. Bid in a separate letter. (Tenderers are advised to submit the tenders based strictly on the conditions of contract and specifications contained in the

Tender documents and not to stipulate any deviations. Should it, however, become unavoidable, deviations may be stipulated). The MGM Trust reserves the right to reject such deviations or evaluate the tender containing deviations having financial implications adding to the cost for such deviations/reject the tender as may be determined by the MGM Trust.

ENVELOPE 'B': One sealed envelope super scribed (in addition to the name of the work) 'Commercial Bid' Containing the following:

Part II A) (Commercial Bid/BOQ & Part II B) – (Detail Drawings Set and listed drawings as issued), shall be duly filled and signed by the tenderer.

Tenderer shall sign and stamp all the pages of tender documents at the lower right- hand corner by the tenderer. All corrections should be initialed in the Commercial Bid.

Tenderer shall note that those bidders who qualify in the technical bids, their price bids will be opened and remaining unqualified bidder's sealed price bids will be returned back. The date for opening of Price bids will be conveyed separately, to those bidders who qualifies the technical bid.

10. Acceptance of the tender will rest with the MGM Trust, who reserves their rights to accept or reject any or all tenders in part or full without assigning any reason thereof. Any tender, which does not fulfill any of the prescribed conditions would be liable to get rejected. The MGM Trust is not bound to accept the lowest tender.
11. Tender offers received within the prescribed closing date and time will be opened in the presence of the Bidder or Authorized representatives who choose to attend the opening of tender on the specified date, time and place as mentioned in the tender document.
12. All the rates mentioned in the tender are inclusive of all duties / taxes / levies / transport charges / octroi / works contract tax (WCT) etc. but exclusive of GST and shall remain firm till completion of work, no

escalation in price will be payable for what so ever the reason may be.

13. The rates quoted in the tender shall remain valid for a minimum period of Twelve months.
14. This tender notice (including page nos. from 01 to 62) shall form part of the contract.

Secretary,

MGM Trust
MGM Campus, N6, CIDCO,
Chh. Sambhajinagar

B.FORMS OF TENDER
(Blanks must be filled in by the Tenderer)

To,
The Secretary,
MGM Trust,
MGM Campus, N-6, CIDCO,
Chh. Sambhajinagar- 431003

Sir / Madam,

1. With reference to the tender invited by MGM Trust vide tender notice dated 05/01/2024 for the proposed **"Civil Construction of Boys' Hostel"** at Gut no 279, MGM Hills, Gandheli, Chh. Sambhajinagar, for MGM Trust."
2. I/We do hereby offer to execute the work under the contract at the respective item rate basis mentioned in the schedule of quantities.
3. I/We have examined and studied carefully the site of the proposed works, all the Drawings, Schedule of Quantities, Specifications and conditions of contract and I/We agree to comply whole of work within respective time limits mentioned in the tender, from the date of getting the intimation from you that our tender has been accepted and upon receiving the possession of the site.
4. I/We further undertake that on failure subject to the conditions of contract relating to extension of time, I/We shall pay damages to the 'MGM Trust' the sum named in Appendix to the condition of the contractor/Supplier as Liquidated damages for the period during which the work shall remain incomplete.
5. I/We have deposited as earnest money an amount of Rs.10,00,000/- & Tender fees of Rs 5,000/- by D.D. No. _____ dated _____ in favor of "MGM Trust Chh. Sambhajinagar" payable at MGM Construction Department, MGM Campus, N-6, CIDCO, Chh. Sambhajinagar (to be handed over along with tender documents), which amount is not to be any interest and I/We do hereby agree that this EMD shall be forfeited, in the event of accepting my/our tender & I/We fail to start the work under the Contract & execute the Contract documents when called upon to do so.

6. I/We do agree to pay 5% of the total value of the tender as a Performance Security deposit (Performance guarantee in form of MGM Trust Guarantee or Demand draft) on issue of work order.
7. I/We do agree that my/our tender shall stand disqualified in the event of–
 - a) Failure to submit the tender in specified time and date.
 - b) Any page of this tender is found missing.
 - c) Any page of this tender form is not signed by us in token of acceptance.
 - d) The rates and/or amounts in the schedule of quantities are not filled in figures as well as in words in English and all erasures are not countersigned.
 - e) I/We have read the notes attached herewith and do agree to the same.

Yours truly,

Signature of the bidder with official seal/stamp of the firm.

Name of the proprietor/partners of the firm

or Name of the person having the Power of Attorney

(to sign the contract along with Power of Attorney)

Name of the Bank in which the bidder maintains the account.

C.ELIGIBILITY CRITERIA

The bidder should fulfill the following eligibility criteria. They are required to submit copies of documents to substantiate their qualifying criteria.

- 1) Bidder should have valid Registration of PAN, GST, ESI, PF and income Tax clearance certificate etc.
- 2) The bidder should have average annual turnover of more than Rs.10.00 crore during the last three financial years i.e.; FY2020-21,2021-22 &2022-23 (Valid CA certificate to be enclosed)
- 3) The bidder should be a profitable agency & should have shown the profits in each of least three financial years i. e. FY 2020-21,2021-22 &2022-23 (Valid CA certificate to be enclosed)
- 4) The bidder should have successfully executed minimum single work of similar type, costing more than Rs. 09.00 crore, during last three years (Proof of the same should be submitted for having successfully completed the work)

OR

- 5) The bidder should have successfully executed minimum two works of similar type, costing more than Rs. 05.00 crore during last three years (Proof of the same should be submitted for having successfully completed the work)

OR

- 6) The bidder should have successfully executed minimum three works of similar type, costing more than Rs. 04.00 crore during last three years (Proof of the same should be submitted)
- 7) The bidder should not have been blacklisted in the past by MGM Trust or ever by any enterprise /Private Trust/Govt. department during last 05 years. A written undertaking has to be given by the bidder on their letterhead.

- 8) Similar work means the scope of work shall be relevant to the Civil Construction Work.

- 9) Completion Certificate: Bidder shall submit the completion certificate for above Sr No.4/5/6 mentioning the scope of Civil works, Final bill amount, year, duration of work etc. from the competent authority of client (Please note that the completion of only civil work will be considered). No completion certificate from the Architect/consultant will be considered.

DETAILS OF BIDDERS

1	Name of the Firm/ Organization				
	Registered Office				
	Chh. Sambhajinagar Office				
	Telephone No.				
	Fax No.				
	E-mail				
	Website				
2	Year of Establishment				
3	Status of the firm (Partnership firm /Proprietary/ LLP / Company)				
4	Name and Qualifications of Partners / Proprietor / Directors				
	Name	Designation	Qualification	CoA Regn No.	Mobile No.
5	Whether registered with the Registrar of Companies /Registrar of Firms. If so, mention number & date. (Also enclose copy of Partnership Deed / Registration / Articles and Memorandum of Association)				
a)					
b)	If empanelled with other organizations such as Govt. / Semi-Govt. undertakings, etc. (attach copy of registration, if any)				
6	Name of the Bankers.	Name of the Bank:			
		Name of the branch:			
		Phone Nos:			
		Contact person phone no.			

7	Satisfactory evidence to indicate financial capacity	Year	Turnover Rs. in lacs	Profit
		31.03.2021		
		31.03.2022		
		31.03.2023		
Please enclose Certified copies of last 3 years Balance Sheet, Profit & loss A/C & IT returns.				
8	Registration with Tax Authorities			
	i) Income-tax (PAN) No.			
	ii) Service tax no.			
	iii) EPF Reg. No.(if applicable)			
	iv) ESI Reg. No. (if applicable)			
	iv) GST no.			
9	Details of works executed in last 5 years (as per Performa I & II attached)			
10	Whether any Civil suit / Litigation arisen in the projects, against Architect, executed during last 05 years / being executed now. If yes, please furnish details.			
11	Key personnel employed:(as per Performa III attached) (Detailed C.V.'s to be attached) Indicate special expertise and projects in which such techniques were employed			
12	Infrastructure of the firm viz. office space, office equipment. (as per Performa IV attached)			
13	Please give reference with address and telephone no. of 2 persons for whom you have executed works of importance who may be directly contacted by the MGM Trust about the ability, competence or capability			
	Name		Address and telephone numbers	
15	List of major clients			

16	Any other relevant information	
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Note: Where copies are required to be furnished, these are to be self-attested / notarized copies. In case you intend to give further / more information, please attach separate sheet/s.

Date: Signature and Seal of Applicant

PARTICULARS OF RELEVANT WORKS EXECUTED

Sr. No.	Name of Work / Project executed	Short description of work	Name & Address of Owner /Client	Value of work executed	Stipulated time of completion	Actual time of completion	Copy of Work Order / completion certificate from the Client.
1	2	3	4	5	6	7	8
1							
2							
3							
4							
5							
6							

Signature and Seal of Applicant

PARTICULARS OF WORKS IN HAND FOR CLIENTS

Sr. No	Name of Work / Project being execut ed & address / location	Short descripti on of work	Name & Address of Owner / Client	Value of work to be execute d	Stipulate d time of completi on	Copy of Work Order / Certificate from the Client.
1	2	3	4	5	6	8
1						
2						
3						
4						
5						
6						

Signature and Seal of Applicant

KEY PERSONNEL PERMANENTLY EMPLOYED

Sr. N o .	Nam e	Desigati on	Qualifica tions	Experien ce	No. of Years engag ed with the firm	Any other informati on
1	2	3	4	5	6	7

Signature and Seal of Applicant

Details of Infrastructure in Office

Sr. No .	Items	Details
1	Address of the office.	
2	Office premises, area etc. in Sq. Mtrs.	
3	Fax and Other equipment	
4	Telephones	
5	Number of Computer workstations	
6	Software used for planning, estimating, execution, supervision etc.	
7	Any other information	

Signature and Seal of Applicant

Note: Information has to be filled up in this format.

CONDITIONS OF CONTRACT

1. Tenderers shall sign every page of tender document including drawings. Tenders not signed shall be rejected. The tenders shall be submitted in sealed covers in the office of MGM TrustN6, CIDCO, Chh. Sambhajinagaron or before 12/01/2024 by 06.00 p.m.
2. Tenders which do not contain the stipulated EMD & Tender fee or that do not fulfill any of the conditions mentioned herein, shall be rejected.
3. Fluctuations in the prices of any materials or equipment or labour etc. shall not be taken into account either for compensation for damage or for extras. The validity of the tender for acceptance shall be 15 days after submission of the tender. Validity of rates will be for a period of 12 months after the dated submission. There will be no escalation for the said work.
4. Watch and ward in respect of all plants and machinery, materials etc. at site for use in work shall be the contractor's responsibility.
5. The contractor shall have to make his own arrangements to house his labour and staff and for their services and at no cost use the MGM Trust' premises to house his staff &labors, UNLESS duly agreed by the MGM Trust.
6. All instructions regarding the execution of work shall be received from the Architect/MGM Trust's Engineer in written format only. Any other instruction issued directly to the contractor by anyone else shall not be binding on the MGM Trust.
7. During execution of work the contractor must check his work with the drawings. In case of any discrepancy between the actual site conditions and that detailed in the drawings, the matter should be brought to the notice of the Architect/his representative or MGM Trust's Engineer before executing the work. The contractor shall be responsible for all the errors in this connection and will have to ratify all defects at his own cost, failing which the MGM Trust reserves all right to get the same rectified at the risk and cost of the contractor.

8. The contractor entrusted with the work shall indemnify the MGM Trust against theft, mishaps in construction and injury to work men, damage to person's property etc. He shall make good the damage at his own expense.
9. The MGM Trust, shall have the power to omit or cancel, add/or alter any it of work without assigning any reason whatsoever and no claim for compensation for damage will be entertained for such omissions, alterations, additions and cancellation so their than taking in account the cost involved for such changes to be plus or minus, and the cost shall be arrived at by the Architect taking in to consideration the market rates, site conditions, etc.
10. Time is the essence of the work. All the works shall have to be completed within 30 days from the date of issue of work order (Appendix-A). The Time allowed for the work shall be strictly followed otherwise the bidder shall be liable to pay penalty at the rate of 0.5% of the tendered value of the work per week of delay on the part of the bidder subject to a maximum of 10% of the total tendered value of work. The decision of competent authority of MGM Trust of Maharashtra on the delay shall be final and binding. However, for any reason beyond the control of the bidder the extension of time may be granted upon application by the bidder in prescribed format. No claim for any penalty during the extended period shall be entertained and the MGM Trust's decision in this regard shall be final.
11. The contractor shall submit the schedule of work for the MGM Trust's approval before commencement of work and shall strictly maintain the satisfactory progress of work as well as maintain the desired standard of workmanship. The contractor shall submit fortnightly progress reports to the Architect / MGM Trust / Project Engineer in the format approved by the MGM Trust/Architect. If in the opinion of the Architect / MGM Trust / Project Engineer the progress is unsatisfactory and/or the workmanship is unsatisfactory, the Architect shall advise the MGM Trust to take possession of the work in as and where condition with 7 days' notice to that effect. The MGM Trust shall then complete the entire work and rectify all the defects at the contractors cost and consequences.

12. In case the Architect / MGM Trust / Project Engineer are not satisfied with the quality of materials used by the contractors, they reserve the right to reject such materials/work and direct the contractor to procure such supplies such agencies they deem fit.

13. Force Majeure : It is agreed that if the works are delayed

(1) by force majeure or

(2) by reasons of any exceptionally inclement weather or

(3) by reason floss or any damage by extensive fire not caused by an act or a default on the part of the contractor, by earthquake or civil commotion, strikes or lockouts affecting any of the trade employed upon the works. Then the MGM Trust shall make fair and reasonable extension of time for completion of works Upon the happening of any such event, causing delay, the contractor shall immediately give notice thereof in writing to the MGM Trust in all such eventualities agrees, without accepting any contractual obligations in this behalf, to assist the contractor to the utmost extent possible to meet the situation. If no such notice as mentioned above is given within 7 days of happening of such event, no consideration for extra time on account will be given. No claim for damage or compensation will be entertained on this account and the decision on MGM Trust/Architect will be final and binding on all parties.

14. The contractor shall submit the bills for payments along with detailed statement showing the actual works carried out under different heads of items in the format specified by the MGM Trust. Minimum value of the work for interim payment shall be Rs.10,00,000/- Bills submitted in any format other than that specified below by the MGM Trustshallnotbeconsidered.Thecontractorwillnotbepaidanyintereston delayed payments.

BILLFORMAT:

Work Item no.	Work item Description	Unit	Rate. Rs.	Tender Qty.	Tender Amt.	Qty. Previous	Qty. Present	Total Qty.	Amt. Previous	Amt. Present	Total Amt.

NOTE: ALL QUANTITIES IN THE BILL SHOULD BE IN CUMULATIVE.

ALL MEASUREMENT S SHOULD BE IN THE ORDER OF TENDER SEQUENCE AND STRICTLY IN THE BELOW MENTIONED FORMAT ONLY.

MEASUREMENT FORMAT:

Tender Item No.	Description of Item & Location against each Measurement taken	Nos.	Length	Breadth /Width	Height/ depth	Qty.	Remarks

15. The contractor shall clear the site of work as per the instruction of the MGM Trust/Architect, Project Engineer. The site of works shall be cleared of all men, material etc. Belonging to the contractor. The sites shall be delivered in broom clean and neat condition immediately after the job is completed .In case of failure by the contractor, the MGM Trust shall have the right to get the site cleared at the risk and cost of the contractor.
16. The contractor shall not without the written consent of the MGM Trust / Architect assign the agreement or sublet any portion of works.
17. The quoted rates shall be all inclusive and cover the cost of all materials, freight, all types of taxes including duties, royalties, erection, construction, testing of material samples brought for approval, setting up

mock samples for approval, tools and tackles, plant and equipment, supervision, overheads, profit and any other expenditure incurred for completion of work as per drawings and specifications.

18. Wherever required, the Architect / MGM Trust / Project Engineer shall instruct the tenderer for supply of samples of items, erection of mock ups, as the case may be, and upon approval of the same, the items shall be fabricated and completed by the contractor (with or without modifications as the Architect shall instruct). The offer by the tenderer should be inclusive of the entire expense for the same. Final bill from the contractor will not be accepted under any circumstances without full & satisfactory completion of all the items of works. Any work found defective or wrongly carried out and / or as instructed by the Architect/Project engineer, should be rectified or replaced by the contractor at his own expense, prior to the submission of the final bill. It is to be expressly noted that no final bill will be held valid in the event of non-rectification of the defective or wrongly carried out items and completion date shall not be extended on this account under any circumstances. Defects liability period will be effective from the day of satisfactory & full completion of all items of works or as certified by the Architect.
19. In the event of work being executed on holidays and during or beyond the normal office working hours which might be required for the completion of the work within the stipulated time,
20. While executing the work, considerable amount of shifting and re-shifting of several items is likely to be involved. It is also likely that some items may be required to be temporarily shifted elsewhere in the. The contractor is to do the same & no extra payment against these works shall be made, unless otherwise agreed by the MGM Trust.
21. The contractor shall visit the site & get acquainted with the site conditions, access to the site, local traffic regulations, local authority regulations, availability of materials, labour tax structure etc. before submitting the tender and quote the rates accordingly.

No extra charges/increase in rates shall be allowed on account of any of these or any other accounts.

22. The contractor shall have a qualified Engineer & competent supervisor on the site at all the time.
23. The contractor and/or his authorized representative will attend all the meetings whenever called for and the decision taken in the meeting by Architect representative / MGM Trusts representative / Architect will be final & binding on the contractor.
24. Contractor shall use only approved material in the work.
25. The bidder should take extra precaution to ensure that there is absolutely no damage to the facility/property/equipment's of MGM Trust during execution of work.
26. The drawings should not be scaled & only written dimension are to be followed. Large scale details take precedence over small scale drawings. In case of any ambiguity, conflict of interpretation, generally the provisions giving more vigorous interpretation shall prevail and the Architect decisions / interpretation in this regard shall be final and binding on the contractor.
27. Water & electricity required for the job shall be made available free of cost by the MGM Trust. However, necessary piping, valve, wiring, cabling, lamps, switches & sockets, main switches, halogen/tubelight fitting and tapping from existing line/connection including labour have to be arranged by the bidder at their own risk & cost.
28. In case the local municipal authorities such as ward office raise objections in matters of water/electricity consumption, debris disposal etc. the contractors shall solve the matter at their end, without involving or putting financial liability on the MGM Trust.
29. The bidder shall supply materials at site with manufacturers test certificate and challan as desired by the MGM Trust's Engineer. Contractor has to submit Original Invoice along with photo copy for verification for all the materials used in the work. All materials brought at site shall be got approved by the Architect/MGM Trust's Engineer before being used. If rejected, the same shall be removed immediately. The material of only approved make shall be brought at site.
30. The bidder shall be solely responsible for any accident/medical/health related liability/compensation for the personnel deployed by it at MGM

Trust. The MGM Trust shall have no liability in this regard.

31. The contractor shall be bound to carry out extra items of works and where ever possible, the rate for extra item shall be derived from the rate already quoted, otherwise the rate shall be worked out at cost of material + wastage + labour + taxes + transportation + 15 % towards overheads, profit.
32. The rates shall be entered in figures as well as in words.
33. Interest-free advance, subject to a maximum of 10%of the contract amount against furnishing a Bank Guarantee for equivalent amount valid for the period of contract and drawn on any Nationalized Bank. The advance shall be recovered from running bills on a pro- rate basis.
34. Running Account bill (minimum value Rs. 10,00,000/-) to be submitted, measurements verified and certified for billing every fortnightly basis.
35. 5% retention money retained from the running bills shall be retained till the successful completion of the Defects liability period of 12months. The contractor shall submit his running bills for payment concerning the work executed or materials delivered on the site to the Architect. This will be certified by the Architect for payment within 7 days from the date of submission of the bill subject to submission/enclosing of measurements of the work.
36. The Architect will not certify any application for payment to any contractor if there is:
 - i. Defective items of work still uncorrected.
 - ii. Any claims or liens filed against the contractor for failure to pay materials, labour on subcontract amount due or reasonable evidence that indicates probable filing of such claims.
 - iii. Damage to another contractor's work or material or both.
 - iv. A reasonable doubt that the contract cannot be completed successfully.
 - v. Over payment to the contractor in any manner.
37. When the work is completed in all respects, the contractor shall intimate in advance & in writing to the Architect and the MGM Trust to take the possession of the same. The work shall not be considered virtually

complete until the Architect / MGM Trust / Project Engineer have jointly inspected the work and certified in writing that this has been completed.

38. Unless otherwise instructed, the contractor shall insure the works and keep them insured comprehensively, against loss or damage by fire, riots and/or earthquake and flood at his cost @125% of the contract value for a period up to 3 months after the completion of the project. The insurance must be placed with a company approved by the MGM Trust in the joint names of the MGM Trust and contractors for such amount and for any further sum if called to do so by the MGM Trust. The contractor shall deposit the policy along with all amendments and the receipts for premium paid with the MGM Trust within 10 days from the date of issue of work order unless otherwise instructed.
39. All quantities mentioned in the BOQ are approximate and contractor will not claim any damages for increase/ decrease in profit on account of variation in the final BOQ.
40. Arbitration:
41. All disputes of differences of any kind whatsoever which shall at time arise between the parties here to touch ingrown coming the works or the execution or maintenance there of this contract or the construction remaining operation or effect thereto or the rights or liabilities of the parties or arising out of or in relation thereof whether during or after determination for closure or breach of the contract (other than those in respect of which the decision of any person is by the contract expressed to be final and binding) shall after written notice by either party to the contract to the other of them and to the Appointing Authority who shall be appointed for the purpose by the MGM Trust be referred for adjudication to a sole Arbitrator to be appointed as herein after provided.
42. If the dispute is not redressed within 30 days from the date of reference by a party, the parties may appoint an Arbitrator on mutual consent and if a single Arbitrator cannot be appointed on mutual consent, then each party may appoint an Arbitrator who in turn may appoint a third and the

dispute may be resolved by the Arbitrators appointed as per provisions of Arbitration and Conciliation Act. The Award of the Arbitration shall be final and binding on both the parties.

43. If the Arbitrator so appointed is unable or unwilling to act, resigns to appointment or vacates his office due to any reasons whatsoever another sole Arbitrator shall be appointed as aforesaid.
44. The work under the contract shall, however, continue during the arbitrator proceedings and no payment due or payable to the contractor shall be within on account of such proceedings.
45. The Arbitrator shall be deemed to have entered on the reference on the date he issues notice to both the parties fixing the date of the first hearing.
46. The Arbitrator may from time to time, with the consent of the parties, enlarge the time for making and publishing the award.
47. The Arbitrator shall give a separate award in respect of each dispute or difference referred to him. The Arbitrator shall decide each dispute in accordance with the terms of the contract and give are as one award. The venue of arbitration shall be such a place as may be fixed by the Arbitrator in his sole discretion. Arbitration proceedings shall be conducted in Chh. Sambhajinagar. Language shall be in English.
48. The fees, if any of the Arbitrator shall, if required to be paid before the award is made and published, be paid half by each party. The costs of the reference and of the award including the fees, if any, of the Arbitrator who may direct to and by whom and in what manner, such costs or any part thereof shall be paid and may fix or settle the amount of costs to be paid. The place of arbitration shall be Chh. Sambhajinagar.
49. The award of the Arbitration shall be final and binding on both the parties.
50. Subject to aforesaid the provisions of the Arbitration and Conciliation Act 1996 or any statutory modification or re-enactment thereof and the rules made there under, and for the time being in force, shall apply to the arbitration proceedings under this clause.
51. It is also a term of the contract that if contractor(s)do/does not make any demand for arbitration in respect of any claim(s) within 90 days of receiving intimation from the Architect / MGM Trust / Project Engineer that the bill after due verification is passed for payment of a lesser amount, or otherwise, the contractor's right under this agreement to refer to arbitration shall be deemed to have been forfeited and the MGM Trusts /Architect shall be relieved and discharge of their liability under this agreement in respect of such claim(s). Further, it is agreed that for the purpose of this clause, such notice is deemed to have been received by the contractor (s)within 2 days of posting of the letter by the Architect / MGM Trust / Project Engineer or when delivered by hand immediately after receipt thereof by the

contractor(s) whichever is earlier. Further, a letter signed by the officials of the MGM Trust / Architect that letter was so posted to the contractor(s) shall be conclusive.

52. Governing Laws:

This agreement shall be construed and interpreted in accordance with and governed by the laws of India, and the courts at Chh. Sambhajinagar shall have exclusive jurisdiction over matters arising out of or relating to this Agreement.

53. Termination:

If contractor fails to commence the work within 07 days from the receiving the work order or handing over of the site, whichever is earlier, then MGM Trust may terminate the contract and EMD amount along with performance security deposit will be forfeited.

I / We hereby declare that I/We have read and understood the terms and conditions and that we shall abide by them if the work is awarded to us.

Date:

Seal &Signature of Tenderer

SPECIAL CONDITIONS OF THE CONTRACT

1. ORDER OF PREFERENCE:

If any discrepancy is noticed between the clause under special conditions and general conditions of the contract, the special condition shall take precedence over the general conditions.

2. INSPECTION OF DRAWINGS:

Before filling the tenders, the contractor will have to check up all drawings and schedule of the quantities and will have to get immediate clarification from the MGM Trust of any point that he feels is vague or uncertain. No claim for damage or compensation will be entertained on this account.

3. CONTRACTOR TO SITE:

Each tenderer before submitting his tender shall visit the site of the work so as to ascertain the physical site conditions, prices, availability and quality of materials according to the specifications of the tender. No excuse regarding non-availability of material & requisite manpower will be entertained on this account.

4. MGM Trust will supply water and electricity to the contractor for the contract work.

5. ELECTRICAL SUPPLY:

The 'MGM Trust' will allow a tapping from connection already existing at the site. The contractor will have to fix his own meter at actual place of work.

6. The whole of the work as described in the contract (including the schedule of quantities, the specifications and all drawings pertain thereto) and as advised by the MGM Trust from time to time is to be carried out and completed in all its parts to the entire satisfactions of the MGM Trust's Engineer and the Architect. Any minor details referred in this contract are to be included in this contract.

7. Rates quoted in the schedule shall be inclusive of all freights and taxes, royalties etc. as well transportation so as to execute the contract as per the rules and regulations of a local bodies State Government and the Government of India. Any statutory increase in levies, Octroi, realities etc. by Government over the above considered rate at the time often adhering would be paid by the owner. The quoted rates shall be firm for the period of completion plus authorized extension plus Twelve months. The rates quoted in the tender should include all charges for.
- A) Labour maintenance fixing, arranging, cleaning, making good hauling, etc.
 - B) Plants, double scaffolding, framework, English ladder ropes, nails, spikes, tools, materials and workman like protection from weather temporary supports platform and the maintenance of the same.
 - C) Covering for the walling and other works during inclement weather or strikes or whenever directed as necessary.
 - D) All temporary canvas lights. Tarpaulin, barricades, work sheds etc.
 - E) All starts and steps any other requisite of the works.
 - F) All such temporary weatherproof shade at such places and in such manner approved by the Architect for the storage and protection of the material against the effects of sun and rain.
 - G) All such temporary fences, guards, approaches and the roads as may be necessary for the contract works and to safeguarding the public.
 - H) No tools and plants shall be issued by the 'MGM Trust' under the contract.
 - I) The rates quoted by the Tenderers in the schedule of probable will be deemed to be for the finished work.
 - J) GST will be paid separately as quoted in BOQ
8. CONTRACT AGREEMENT
- The contractor will have to entertain to any agreement on an on-judicial stamp paper of Rs.500 as per the format of the tender. The cost of stamp paper will be borne by the contractor.
9. SCHEDULE OF QUANTITIES NO CLAIM BECAUSE ACTUAL QUANTITIES DIFFER FROM PRELIMINARY STATEMENT.
10. A schedule of probable quantities in respect of each work and specification accompany these conditions. The schedule of probable quantities is liable to alterations by omission, deductions or addition at

The discretion of the MGM Trust, the quantities of the various skin do work

to be done, material to be furnished under this contract which have been estimated and are set forth in the proposal or agreement or all particulars and are only for the purpose of comparing on a uniform basis the bids offered for the works under this contract. The contractor agrees that neither the 'MGM Trust' nor the Architect nor any of the employees or agents thereof shall be held responsible if any of the estimated quantities shall be found to be not even approximately correct in the construction of the works and that he will not assert that there was any misunderstanding in regards to the character size and type of work to be done or the kind or amount of the material to be furnished or work to be done. Further the contractor shall make no claim for anticipated profits for loss of profit or for damages because of a difference between the quantities of the various kinds of the works to be done or materials actually delivered and the estimated quantities by 'MGM Trust' or the Architect.

11. ACCESS OF INSPECTION;

The contractor is to provide an access at all times during the progress of works and the maintenance period means of access with laded gangways etc. and the same as directed for the inspection or measurement of the works by the Architect on his representative or MGM Trust.

12. DIMENSIONS:

Figured dimensions in all cases are to be followed and in no case should be scaled. Large-scale details take precedence over the small drawings. In case of discrepancy the contractor has to ask for explanation before proceeding with the work.

13. PROGRAMME OF THE WORK AND PROGRESS REPORTS

The contractor should furnish along with his tender a PERT chart based on the scope of work and schedule to be made after receiving work order which shall indicate the time factor within the successful contract or will be expected to complete the works as entrusted to him including supply details to fit into the master pert chart indicating their detailed operation of the construction and the date so which the various materials will arrive at the site and being stalled, based on time of completion as one month. The contractor on starting the work shall within a week furnish to the MGM Trust a detailed program for carrying out the work stage by stage in the stipulated time. A graph chart of

individual work shall be maintained showing the progress week by week. The contractor shall submit to Architect/MGM Trust a week progress report stating the number of skilled and unskilled labours employed on the works, working hours effected quantity of work done during the period.

14. STORES ON THE SITE

The contractor shall make necessary arrangement for storage on the site in a specified area for all materials which is likely to deteriorate by the action of the sun, rain or other materials, cause due to exposure in such a manner that all such, materials, tools etc. shall be duly protected from damage by weather or any other cause. All such stores shall be cleared away and the ground left in good and proper order on completion this contract unless otherwise expressly mentioned therein.

15. No area at the site will be allotted to the contractor for constructing his labour camp. However, depending on the availability and after being accepted by the MGM Trust, a demarcated area may be given to the contractor temporarily for the purpose of fabrication store and the site office. It will be noted that no skilled or unskilled laborers shall remain at the site for the purpose of residing, unless otherwise granted by the MGM Trust except security personnel that may be requiring for watch and ward.

16. FACILITIES TO SUB CONTRACTOR AND OTHER CONTRACTOR

The contractor has to allow for general attendance upon sub-contractors including the free use of plant and scaffolding and is to allow their operatives the use of latrines VC'S mess rooms shed and covered space for plant or storage of the materials, etc.

The contractor shall give full facilities and cooperation to others contractors employed by the 'MGM Trust' and affording them reasonable opportunity for introduction and storage of their materials and the execution of their works and the property connecting and coordinating without dispute between the various contractors.

17. TESTING OF WORKS AND MATERIALS AND PREPARATION OF SAMPLES

The contractor shall, if required by the Architect/MGM Trust, arrange to test materials and/or portions of the works at his own cost in order

to prove their soundness and efficiency. If in any such test the work or portions of the work are found in the opinion of the Architect/MGM Trust to be defective or unsound the contractor shall put down the same at his costs. The charges of the independent test shall be borne by the contractor.

18. NOTICES

The contractor shall give all notice and pay all fees and shall comply with all Acts and regulations for the successful completion of the contract works.

19. MEASUREMENT TO BE RECORDED BEFORE WORK IS COVERED UP.

The contractor shall take joint measurement with the MGM Trust/Architect's/Project engineer before covering up to otherwise placing beyond the reach of measurement any of items of work. If the contractor neglect to do so the same shall be uncovered at the contractor's expenses or in default thereof, and no payment or allowance shall be paid for such work or the material with which the same was executed.

20. WORKS AT NIGHT

If the contractor is required to work at night in order to complete the work within the time schedule, the contractor shall provide and maintain at his own cost sufficient lights to enable the work to proceed satisfactorily without danger. Approaches to the site also shall be sufficiently lighted by the contractor. No extra payments will be made for the night work

21. WORKS ON HOLIDAYS:

No works shall be done on Sunday or holiday that may be notified by the 'MGM Trust' without the specific sanction in writing of the 'MGM Trust' or his representatives. MGM Trust may allow to work on Sunday's/public holidays in order to complete the target dates as per schedule submitted by the contractor.

22. ACTIVE WHERE THERE IS NO SPECIFICATION / SHORTCOME OF SPECIFICATION:

In case of any class of work over which there is no specification mentioned the same shall be carried out in accordance with the latest Indian standard specification and standard civil work procedure subject to the approval of the Architect/MGM Trust.

23. REPORTING OF ACCIDENT TO LABOUR

The contractor shall be responsible for the safety of person employed by him on the works and shall report serious accident to any of them, however and wherever occurring on the works to the 'MGM Trust'/Architect who shall make every arrangement to render all possible assistance. This shall be without the prejudice to the responsibility of the contractor under the Insurance Clause of the General conditions.

24. CLEARING THE SITE OF WORKS:

The contractor shall clear the site of works as per the instructions of the Architect/MGM Trust. The site of work shall be cleared of all men, materials, sheds etc. belonging to the contractor. The site shall be delivered in clean and neat conditions as required by the Architect/MGM Trust within a period of one week after the job is completed. In case of failure by the contractor the 'MGM Trust' will have the right to get the site cleared at the risk and cost of the contractor to the satisfaction of the Architect/MGM Trust.

25. OCCUPATION OF PARTIALLY COMPLETED PORTION BY THE 'MGM TRUST'

The 'MGM Trust' shall be entitled to and at liberty to occupy even the partially completed portion thereof by themselves or through their agents and servants, if they so desire. Necessary extension of time for completing the work shall, however be granted to the contractor but he shall have no claim for any compensation whatsoever due to delay involved in completing the work.

26. TYPOGRAPHY OR CLERICAL ERRORS

The MGM Trust's clarifications regarding partially omitted particulars or typographical or clerical errors shall be final and binding on the contractor.

27. INFORMATION TO BE SUPPLIED BY THE CONTRACTOR

The contractor shall furnish the 'MGM Trust' the followings:

- i. Detailed industrial static regarding the laborers employed by him, etc.
- ii. The power of attorney, name and signature of his authorized representative who will be in charge of the execution of the work.
- iii. A list of technically qualified persons employed by him for the execution of his work.

iv. The total quantities and quality of materials used for the work.

28. WAGES OF LABOUR EMPLOYED BY THE CONTRACTOR

The contractor shall pay all labour employed by him at rates by him at the commencement of the contract with the previous written approval of the engineer. All wages shall be paid in full and without any deductions whatsoever at the approved rates and for the full time actually worked during the wages period. The engineer or such other officers may inspect the wages books master books and other labour records of the contractor. In the event of the report of the inspecting officer showing that the proper rates of wages are not being paid or that in any manner whatsoever the dealings between the contractor and his labour are not satisfactory the engineer shall pass such orders upon the report as he considers desirable and those orders shall final and binding upon the contractor.

29. EXTRA ITEM/DEVIATIONS:

The contractor shall not commence work in respect of any extra items, deviations without obtaining prior approval of the 'MGM Trust' in writing. The contractor shall then immediately submit the rate analysis for such time, with necessary data to support the rate quoted. The rate shall then be settled by the 'MGM Trust' before incorporate on the items in the interim bills. The pricing will be done as per the estimated requirement of materials and labour including their cost plus 15% to cater for the overheads and profits of the contractor. No interim bill shall contain any items for which the rates are not settled. Rate analysis submitted by the contractor shall be based on the standard rate analysis pattern of CPWD and with basic rates of material based on the voucher of material enclosed.

30. INSURANCE POLICIES

The contractor shall not commence any work site until all the insurance policies, as required under clause of the special conditions of the contract & Appendix (B), have been submitted to the 'MGM Trust'.

31. INDEBTEDNESS AND LIENS:

The contractor agrees to furnish the 'MGM Trust' from time to time during the progress of the work as requested, verified statements showing the contractor's total outstanding indebtedness in connection with the work covered by the contract. Before final payments made to the 'MGM Trust' may require the contractor to furnish the connection with the contract. If during the progress of work, the contractor shall allow any indebtedness to acquire to sub-contractors or other shall fail to pay or discharge same within five days after demand then the 'MGM Trust' may withhold any money due to the contractor until such indebtedness is paid to apply the same towards the discharge thereof.

32. INDEPENDENT CONTRACTOR

The contractor agrees to perform this contract as an independent contractor and not as sub-contractor, agent or employee of the 'MGM Trust'.

33. WORK PERFORMED AT THE CONTRACTOR'S RISKS

The contractor shall take all precautions necessary and shall be responsible for the safety of the work and shall maintain all lights, guards, signs, temporary passages or other protection necessary for the purpose. All works shall be done at the contractor's risks and if any damage shall result from fire or from other cause, the contractor shall promptly repair or replace such loss or damage free from all expenses to the 'MGM Trust'. The contractor shall be responsible for any loss or damage to material tools or other articles used or held for use in connection without damage to any work or property of the 'MGM Trust' or others and without interference with the operation of the existing machinery or equipment's, if any.

34. MATERIALS SUPPLIED BY THE MGM TRUST

The 'MGM Trust' reserves its right to supply, issues any/all the material used in the said work at the specified marker as decided by the Architect/Contractor. 'MGM Trust' also reserves its right to change, alter the specifications of the material used in the specification. If 'MGM Trust'/Architect decide to do so the subsequent rates of items using this changed material shall be calculated based on the declared formula for extra items. If the 'MGM Trust' supplies any

material, the contractor must satisfy themselves that the same conform to the specifications. If the contractors have any complaint about the said materials or the quality there of, the contractors before using the said materials must communicate in writing all their objections to the contractors, before using the said materials. After communicating in all their objections to Architect/MGM Trust who will give the final decision & the same shall be binding on the contractor. Should the contractor fail to do so, they will deemed to have satisfied themselves as to the quality and the suitability of the said materials for being used by the contractor will be in the same position as if the contractors themselves had purchased the said materials.

35. WHERE THERE IS SHORTCOME OF SPECIFICATION FOR ITEM OF BOQ:

In case of any class of work over which there is no specification mentioned the same shall be carried out in accordance with the latest Indian standard specification and as per standard practice and as a necessary requirement to complete the item/job, subject to the approval of the Consultant/MGM Trust. No additional payment will be made for the same. Bidder shall quote the rate for every item, considering aforesaid requirement.

PREAMBLE TO SPECIAL CONDITIONS OF THE CONTRACT:

General,

The tender drawings, designs and specifications are more indication of the nature and scope of the proposed work. The tenders as a specialized contractor in the specific field is at liberty to modify them for the purpose of obtaining greater efficiency, economic and safe for the proposed installation and submit his/their own drawings designs, specifications and schedule of quantities and rates as he/they may consider proper, independently.

The drawings, design and specifications accepted by the Tenderers or submitted by him/them together with the tender shall constitute part of the contract document.

The Tenderers must obtain for himself on his own responsibility and at his own expenses all information which may be necessary for the purpose of filing this tender and for entering in to a contract for the execution of the same and must examine with all local conditions and all the bye laws, rules and regulations of the various authorities and matters pertaining thereto.

This is intended to be a performance-based contract whereby the contractor will be liable to execute the work on the basis of the plans and design offered to him and the plans or designs hereby given and accepted by him. The contractor will have to guarantee for and proper performance of the work agreed to be so erected and installed by him. The contractor shall be paid his bills from time to time or an 'on Account' basis and the payments so made shall be adjusted against the money becoming due and payable to him at the agreed at the conclusion of the contract if the work erected and installed under the contract if found to be giving the due and proper performance.

APPENDUM TO SPECIAL CONDITIONS OF THE CONTRACT

1. Please note that prices shall be firm for the duration of the contract plus all authorized extensions of the time plus Twelve months period after completion of work. All rates will be treated as including all taxes, duties, levies.
2. The contractor is to furnish the civil work so as to serve as guidelines for working out the rate analysis for extra/deviated terms.
3. The contractor is to quote for all the sections of the bill of quantities are approximate. They are likely to vary. Any variation in quantities will be binding on the contractor.
4. Submission of samples: The samples of all the materials, polishes, stipple paint, etc. shall be submitted to MGM Trust/Architect in large size stipple pant panel for their approval before commencement of work. If samples are not produced to the satisfaction of Architect the contractor is likely to be asked to approach other sub-contractor of repute and proven ability to prepare the sample of required workmanship. This decision, in that case shall be binding on the contractor.
5. MGM Trust/Architect reserve the right to ask the contractor to prepare mockup of any for their before proceeding with the work
6. In case of non-availability of any material mentioned in the list of approved material mentioned in the list of approved and manufactures the contractor shall intimate the MGM

Trust/Architect in writing enclosing the detailed specification and samples of the material suggested by him before proceeding the work with that material. Such alternative material shall be used only after Architect's/MGM Trust's written approval.

Sign and stamp of Contractor(s)

FORM OF AGREEMENT

This AGREEMENT is made at Chh. Sambhajinagar on ____ day _____ of _____ 2023

BY and BETWEEN

MGM TRUST OF MAHARASHTRA a Trust constituted by _____ Act 1970 and having its Head Office at MGM Campus, N-6, CIDCO, Chh. Sambhajinagar here in after called the "MGM Trust" (which expression shall include its successors and assigns) of the One Part.

AND

CONTRACTOR, a registered firm/company having its office at _____,

herein after referred to as "The Contractor" carrying on business as _____

in the firm name and style of M/s _____ (address- _____) (hereinafter called the Contractor (which expression shall include wherever the context so admits, its theirs, executors, administrators, successor and as signs) of the OTHERPART (Hereinafter MGM Trust and the consultants are hereinafter jointly referred to as "Parties" and individually as "Party", as the context may require)

WHEREAS

Whereas the MGM Trust is desirous of carrying out Civil Construction for Girls' Hostel & Boys' Hostel at MGM Hills, Gandheli, Chh. Sambhajinagar". (hereinafter referred as "the works")

AND WHEREAS the said drawings – Layout inclusive of the Specifications and the Bill of Quantities with rates have been signed by or on behalf of the parties hereto.

AND WHEREAS the Contractor has agreed to execute upon and subject to the conditions set forth herein and to the conditions set forth in the Special Conditions and in the Bill of Quantities and the Conditions of Contract and in the Technical Specifications (All of which are collectively hereinafter referred to as the "the procurement conditions") the works shown upon the said drawings and/or described in the said specifications and included in the Bills of Quantities at the respective rates therein set forth amounting to the sum as therein arrived at or such other sums as shall become payable hereunder (Rupees) (here-in-after referred to as "the said Contract Sum") as mentioned and quoted in the tender by the Contractor.

NOW IT IS HEREBY AGREED AS FOLLOWS:

1. In Consideration of the said Contract, Sum to be paid at the times and in the manner set forth in said conditions, the Contractor shall upon the subject to the said conditions execute the work as per technical specifications and the priced Bills of Quantities.
2. The MGM Trust shall pay the Contractor the said Contract Sum, or such other sum as shall become payable as per this agreement, at the times and in the manner specified in the said Conditions and all such payments shall be made at Chh. Sambhajinagar.
3. The term "The Architect in the said conditions shall mean M/s. Pallavi Kulkarni and Associates nominated for the purpose by the MGM Trust.
4. Copy of the tender documents, inclusive of bill of quantities and technical specifications are annexed here as Annexure I and II respectively and the conditions of contract (collectively referred to in this clause as 'said documents') shall be read and construed as forming part of this agreement and the parties here to shall respectfully abide by, submit themselves to the said documents and perform the Agreements on their part respectfully contained in the said documents.
5. The plans, agreements and document mentioned herein shall form the basis of this Contract.
6. This Contract is neither a fixed lump sum contract nor a piece work contract but a Re- measurable Item-rate contract to carry out the work in respect of the entire works to be paid for according to the at the rates contained or as provided in the said conditions.
7. The Contractor shall afford every reasonable facility for the carrying out of all the works in manner laid down in the said conditions and shall make good any damages done to walls, floors, ceilings etc. after the completion of the works.
8. The MGM Trust reserves to itself the right of altering the drawings and the nature of the works by adding to or omitting any items of the works or having portions of the same carried out without prejudice to this contract. There shall be no limit on the scope and extent of changes that can be ordered by the MGM TRUST subject to the condition stipulated in succeeding paragraph and the Contractor shall not be entitled to any compensation or claim due to such change(s)/Order(s) by the MGM TRUST. The Contractor will only be paid for the actual quantity of works executed payable at the accepted unit rates. The rate quoted shall remain valid for variation of quantity against individual item to any extent. Such variations shall not warrant any claims for modifications to already quoted and accepted rates.
9. Time is Essence of the Contract. The Works should be completed in all respect in accordance with the terms of contract within a period of 30 days from the commencement date.

10. All payments by the MGM TRUST under this contract will be made only at Corporate Services Department, MGM Trust of Maharashtra, Head Office, MGM Campus, N-6, CIDCO, Chh. Sambhajinagar in Indian Rupees (INR). The Contractor will have to submit at running account bills, materials advance and final bill in four copies.
11. Liquidated damages:
In the opinion of MGM Trust, if any delay in execution is attributable to the fault or any act of commission/omission of the contractor, MGM Trust shall be entitled to recover liquidated damages at the rate of 0.5% of the total fees per week (7 days) of delay. Total recoveries on account of delays and / or any other loss or damage caused to the MGM Trust due to defective work on part of contractor shall be limited to maximum of 10% of total contract amount. The decision of MGM Trust in this matter shall be final and binding on the contractor. The MGM Trust shall, however give to the contractor an opportunity of being heard.
12. The liquidated damages for non-compliance of the works within 30 Days period shall be 0.5% per week of Delay subject to a maximum of 10% of Contract Sum.
13. The rates quoted by the Tenderer, shall be firm till completion of the entire WORKS and the rates quoted in the tender document shall be inclusive of all Duties, Levies, Insurance, Premium, Cess, ESI, PF, Surcharge, Labour laws, duties, labour charges, labour insurance premiums, all type of Taxes, Insurance premiums of all types and any other levies / duty / tax imposed by state, central government and any of the local authorities.
14. All disputes arising out of or any way connected with this agreement shall be deemed to have arisen at Chh. Sambhajinagar and only courts in Chh. Sambhajinagar shall have the jurisdiction to determine the same.
15. That all parts of this contract and its annexed documents and tender documents have been read by the Contractor and fully understood by the contractor.
16. The selected tenderer shall comply with all Rules regulations of Extant Labour Regulation Act, CHH. SAMBHAJINAGAR MUNICIPAL CORPORATION (AMC) and its Fire Department while carrying out the work of the Girls' Hostel & Boys' Hostel at MGM Hills, Gandheli, Chh. Sambhajinagar", as per the plan prepared by Architect. In case any rules are deviated then such work shall be dismantled and reinstate the same at contractors cost to the satisfaction of the Architect/MGM Trust.
17. Contractors shall have to make all the arrangements for getting required permission/ passes for the Labour connected with the project,

prior to commencement of the work from the MGM Trust's Authority.

18. All the debris lying at site shall be properly stocked and disposed off from time to time.

19. Contractor shall take all safety measures and precautions during the ongoing works. All the safe procedure & equipment's shall be adhered while carrying out the subject scope of work. Any untoward happens due to negligence from the contractor or his labour, in such case, contractor shall have sole responsibility for all the cost effect, penalties and other litigation issues.

20. Dispute resolution:

In the event of any dispute, difference or question arising out of the agreement between the parties, the same shall be referred to the arbitration of a sole arbitrator. The Arbitration and Conciliation Act, 1996 or any statutory modification thereof shall be applicable to the arbitration. The arbitration proceedings shall be held at Chh. Sambhajinagar. The language of the arbitration shall be English. The award of the arbitrator shall be final and binding upon the parties and under no circumstances the work should not be stalled.

21. Indemnity:

The contractor hereby agrees and undertakes to indemnify and keep indemnified, saved, defended, harmless, the MGM Trust, its successors and assign at all times against all losses, costs, claims, expenses, charges, damages etc. whatsoever which the MGM Trust may suffer or incur: -

- a. By reason of any act or omission of the contractor and/or his/their employee/s and/or representative which is contrary to or inconsistent with or in breach of the terms and conditions of this agreement or any instructions/guidelines that may be given by the MGM Trust from time to time.
- b. Arising out of the act of commission or omission by the consultant, agencies, his employee/s, representatives, etc.
- c. For any other reason whatsoever including wrong assessment or assessment which is not as per the prescribed procedure and norms.
- d. The MGM Trust shall not be liable or responsible for any act or omission on the part of the consultant or his employee/s, representative/s, etc. done while performing the contractual obligations which may result into criminal, civil or tortuous liability. The consultant shall be exclusively responsible and liable for all such acts and omissions.

- e. The MGM Trust shall be at liberty to proceed legally against the contractor in case of breach of any condition enumerated in the agreement and contractor shall at his own cost defend such legal action and shall indemnify and keep the MGM Trust indemnified against the loss and cost/expenses including legal expenses that are incurred or might be incurred while proceeding with such legal action or pendency of such legal action/s.

22. NON-Disclosure: It is hereby agreed that all the parties in this agreement hereby agree as follows.

Bidder shall hold all information about this tender and/or information gathered about the MGM Trust through this process in strict confidence with the same degree of care with which Bidder protects its own confidential and proprietary information. Bidder shall restrict disclosure of the information solely to its employees, agents and Sub- contractors on a need-to-know basis advise those persons of their obligations hereunder with respect to such Information.

- i. To use the information only as needed for the purpose solely related to this project.
- ii. Except for the purpose of execution of this Project, not disclose or otherwise provide such information or knowingly allow anyone else to disclose or otherwise provide such information.
- iii. Bidder shall disclose any information to parties not involved in supply of the products and services forming part of this order and discloser of information to parties not involved in supply of the products and services forming part of this order will be treated as breach of trust and invite legal action. This will also mean termination of the contract and disqualification of the Contractor in any future tendering process of the MGM Trust.
- iv. Any information considered sensitive must be protected by the Bidder from unauthorized discloser or access.

INWITNESSWHEREOFTHMGM TRUST and the contract or have set their respective hands to those presents and duplicates hereof the day and year first hereinabove written

SIGNATURE CLAUSE

Signed and delivered by the _____ by the handoff Shri _____
(Name & Designation) (MGM TRUST)

In presence of :

(1) _____
Address:

(2) _____
Address:
Witnesses

Signed and delivered by the _____ by the hand of Shri _____
(Name & Designation) (CONTRACTOR)

In presence of :

(1) _____
Address:

(2) _____
Address:
Witnesses

INTEGRITY PACT

General:

This pre-bid pre-contract Agreement (here in after called the Integrity Pact) is made on _____ day of month of 2023, between on one hand, MGM Trust of Maharashtra through authorized official Shri. _____,
XXX
Chh. Sambhajinagar-3 (hereinafter called the "MGM TRUST", which expressions shall mean and include unless the context otherwise required, his successors in office and assigns) of the First Part and M/s _____ represented by Shri. _____
_____ Proprietor/Partner (herein called the "BIDDER" which expression shall mean and include unless the context otherwise requires his successors and permitted assigns) of the Second Part.

WHEREAS the MGM TRUST proposes to carry out Civil Construction of Girls' Hostel & Boys' Hostel at MGM Hills, Gandheli, Chh. Sambhajinagar" (said work) and the BIDDER is willing to offer/has offered for the aforesaid work and

WHEREAS the BIDDER is a private company/public company/Government undertaking /partnership/ registered export agency / LLP, constituted in accordance with the relevant law in the matter and the MGM Trust is Corporate Services Department of MGM Trust of Maharashtra.

NOW, THEREFORE,

To avoid all forms of corruption by following a system that is fair transparent and free from any influence/ prejudiced dealings prior to, during and subsequent to the currency of the contract to be entered into with a view to:

-

Enabling the MGM TRUST to obtain the desired said Equipment/ product/ services at a competitive price in conformity with the defined specifications by avoiding the high cost and the distortionary impact of corruption on public procurement, and

Enabling BIDDER to abstain from bribing or indulging in any corrupt practice in order to secure the contract by providing assurance to them that their competitors will also stain from bribing and other corrupt practices and the MGM TRUST will commit to prevent corruption, in any form by its officials by following transparent procedures.

The parties hereto hereby agree to enter into this Integrity Pact

and agree as follows: Commitments of the MGM TRUST:

- 1.1. The MGM TRUST undertakes that no officials of the MGM TRUST, connected directly or indirectly with the contract will demand, take a promise for or accept directly or through intermediaries any bribe, consideration gift reward favor or any material or immaterial benefit or any other advantage from the Bidder either for themselves or for any person, organization or third party related to the contract in exchange for an advantage in the bidding process, bid evaluation contracting or implementation process related to the contract.
- 1.2. The MGM TRUST will, during the pre-contract stage, treat all BIDDERS alike, and will provide to all BIDDERS the same information and will not provide any such information to any particular BIDDER which could afford an advantage that particular BIDDER in comparison to other BIDDERS.
- 1.3. All the officials of the MGM TRUST will report to the appropriate Government office any attempted or completed breaches of the above commitments as well as any substantial suspicion of such a breach.
2. In case any such preceding misconduct on the part of such official(s) is reported by the BIDDER to the MGM TRUST with full and verifiable facts and the same is prima facie found to be correct by the MGM TRUST, necessary disciplinary proceedings or any other action as deemed fit, including criminal proceedings may be initiated by the MGM TRUST and such a person shall be debarred from further dealings related to the contract process. In such a case while an enquiry is being conducted by the MGM TRUST the proceedings under the contract would not be stalled.

COMMITMENTS of BIDDERS

3. The BIDDER commits itself to take all measures necessary to prevent corrupt practices, unfair means and illegal activities during any stage of its bid or during any pre-contract or post contract stage in order to secure the contract or in furtherance to secure it and in particular commit itself to the following: -
 - 3.1. The BIDDER will not offer, directly or through intermediaries, any bribe gift consideration reward favor, any material or immaterial

- benefit or other advantage, commission fees, brokerage or inducement to any official of the MGM TRUST, connected directly or indirectly with bidding process, or to any person organization or third party related to the contract in exchange for any advantages in the bidding, evaluation contracting and implement at on of the contract.
- 3.2. The BIDDER further undertakes that it has not given, offered or promised to give, directly or indirectly any bribe, gift, consideration, reward, favor, any material benefit or other advantage commission fees brokerage or inducement to any officials of the MGM TRUST or otherwise in procuring the Contract or forbearing to do or having done any act in relation to the obtaining or execution of the contract or any other contract with the Government for showing or for bearing to show favor or disfavor to any person in relation to the contract or any other contract with Government.
 - 3.3. BIDDERS shall disclose the name and address of agents and representatives and Indian BIDDERS shall disclose their foreign principals or associates.
 - 3.4. BIDDERS shall disclose the payments to be made by them to agents/brokers or any other intermediary, In connection with bid/contract.
 - 3.5. The BIDDER further confirms and declares to the MGM TRUST that the BIDDER is the original manufacturer/integrator and not engaged any individual or firm or company whether Indian or foreign to intercede, facilitate or in any way to recommend to the MGM TRUST or any of its functionaries whether officially or unofficially to the award of the contract to the BIDDER, nor has any amount been paid, promised or intended to be paid to any such individual firm or company in respect of any such intercession facilitation or recommendation.
 - 3.6. The BIDDER, either while presenting the bid or during pre-contract negotiations or before signing the contract shall disclose any payments, he has made is committed to or intends to make to officials of the MGM TRUST or their family members, agents, brokers or any other intermediaries in connection with the contract and the details of services agreed upon for such payments.
 - 3.7. The BIDDER will not collude with other parties interested in the contract impair the transparency fairness and progress of the bidding process, bid evaluation contracting and implementation of the contract.

- 3.8. The BIDDER will not accept any advantage in exchange for any corrupt practice unfair means and illegal activities.
 - 3.9. The BIDDER shall not use improperly, for purposes of competition or personal gain, or pass on to others any information provided by the MGM TRUST as part of business relationship, regarding plans, technical proposals and business details including information contained in any electronic data carrier. The BIDDER also undertakes to exercise due and adequate care lest any such information is divulged.
 - 3.10. The BIDDER commits to refrain from giving any complaint directly or through any other manner without supporting it with full and verifiable facts.
 - 3.11. The BIDDER shall not instigate or cause to instigate any third person to commit any of the actions mentioned above.
 - 3.12. If the BIDDER or any employee of the BIDDER or any person acting on behalf of the BIDDER either directly or indirectly, is a relative of any of the officers of the MGM TRUST, or alternatively, if any relative of an officer of the MGM TRUST has financial interest/stake in the BIDDER's firm, the same shall be disclosed by the BIDDER at the time of filing of tender.
The term 'relative; for this purpose, would be as defined in Section 6 of the Companies Act 1956
 - 3.13. The BIDDER shall not lend to or borrow any money from or enter into any monetary dealings or transactions, directly or indirectly, with any employee of the MGM TRUST.
4. Previous Transgression
- 4.1. The BIDDER declares that no previous transgression occurred in the last three years immediately before signing of this Integrity Pact, with any other company in any country in respect of any corrupt practices envisaged hereunder or with any Public Sector Enterprise in India or any Government Department in India that could justify BIDDER's exclusion from the tender process.
 - 4.2. The BIDDER agrees that if it makes incorrect statement on this subject, BIDDER can be disqualified from the tender process or the contract, if already awarded, can be terminated for such reason.

5. Earnest Money (Security Deposit)

- 5.1. While submitting commercial bid, the BIDDER shall deposit an amount of Rs 10,00,000 (to be specified in RFP) as Earnest Money Deposit/ Security Deposit, and Tender fee of Rs 5,000/- with the MGM TRUST through any of the prescribed instruments, which shall be provided at the MGM Construction Department.
- 5.2. The Earnest Money/Security Deposit shall be valid up to a period of one year or the complete conclusion of the contractual obligations to the complete satisfaction of both the BIDDER and the MGM TRUST, including warranty period, whichever is later. Tender fee will be non-returnable once paid to the MGM Trust.
- 5.3. In case of the successful BIDDER a clause would also be incorporated in the Article pertaining to Performance Bond/performance security deposit for the said work that the provisions of Sanctions for Violation shall be applicable for forfeiture of performance Bond/performance security deposit in case of decision by the MGM Trust to forfeit the same without assigning any reason for imposing sanction for violation of this Pact.
- 5.4. No interest shall be payable by the MGM Trust to the BIDDER in Earnest Money/Security Deposit for the period of its currency.

6. Sanctions for Violations:

- 6.1. Any breach of the aforesaid provisions by the BIDDER or any one employed by its or action on its behalf (Whether with or without the knowledge of the BIDDER) shall entitled the MGM Trust to take all or any one of the following actions, wherever required: -
 - 6.1.1. To immediately call of the pre contract negotiations without assigning any reason or giving any compensation to the BIDDER. However, the proceedings with the other BIDDER(s) would continue.
 - 6.1.2. The Earnest Money Deposit (in pre-contract stage) and /or Security Deposit / Performance Bond /performance security deposit (after the contract is signed) shall stand forfeited either fully or partially, as decided by the MGM Trust and the MGM Trust shall not be required to assigning any reason therefore.
 - 6.1.3. To immediately cancel the contract, if already signed, without giving any compensation to the BIDDER.

to recover all sums already paid by the MGM TRUST, and in case of an Indian BIDDER with interest thereon at 2% higher than the prevailing Prime Lending Rate of State Bank of India, while in case of a BIDDER from country rather than India with interest thereon at 2% higher than the LIBOR. If any outstanding payment is due to the BIDDER from the MGM TRUST in connection with any other contract for any other project such outstanding payment could also be utilized to recover the aforesaid sum and interest.

- 6.1.4. To encase the advance MGM Trust guarantee and performance bond/warranty bond, if furnished by the BIDDER, in order to recover the payments, already made by the MGM Trust, along with interest.
- 6.1.5. To cancel all or any other Contracts with the Bidder. The Bidder shall be liable to pay compensation for any loss or damage to the MGM Trust resulting from such cancellation/ rescission and the MGM TRUST shall be entitled to deduct the amount so payable from the money(s) due to the Bidder.
- 6.1.6. To debar the BIDDER from participating in future bidding processes of the MGM Trust for a minimum period of five years, which may be further extended at the discretion of the MGM TRUST.
- 6.1.7. To recover all sums paid in violation of this Pact by Bidder(s) to any middle man or agent or broker with a view to securing the contract.
- 6.1.8. In cases where irrevocable letter of credit has been received in respect of any contract signed by the MGM TRUST with the BIDDER, the same shall not be opened
- 6.1.9. Forfeiture of Performance Bond in case of a decision by the MGM TRUST to forfeit the same without assigning any reason for imposing sanctions for violation of this Pact.

7. Fail Clause:

- 7.1. The Bidder undertakes that it has not supplied / is not supplying similar products/systems or subsystems/ services at a price lower than that offered in the present bid in respect of any other Ministry/department of the Government of India or PSU and if it is found at any stage that similar products/systems or sub systems was supplied by the Bidder to any other Ministry/Department of Government of India or a PSU at a lower price, then that very price, with due allowance for elapse time,

Will be applicable to the present case and the difference in the cost would be refunded by the BIDDER to the MGM TRUST, if the contract has already been concluded.

8. Independent Monitors:

8.1. The MGM TRUST has appointed Independent Monitors

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(Here in after referred to as Monitors) for this Pact in consultation with the Central Vigilance Commission.

- 8.2. The task of the Monitors shall be to view independently and objectively whether and to what extent the parties comply with the obligations under this Pact.
- 8.3. The Monitors shall not be subject to instructions by the representatives of the parties and performs their functions neutrally and independently.
- 8.4. Both the parties accept that the Monitors have the right to access all the documents relating to the project/procurement, including minutes of meetings.
- 8.5. As soon as the Monitor notices, or has reason to believe, a violation of this Pact, he will so inform the Authority designated by the MGM TRUST.
- 8.6. The BIDDER(s) accepts that the Monitors has the right to access without restriction to all Project documentation of the MGM TRUST including that provided by the BIDDER. The BIDDER will also grant the Monitor upon his request and demonstration of a valid interest, unrestricted and unconditional access to his pocket documentation. The same is applicable to subcontractors. The Monitor shall be under contractual obligation to treat the information and documents of the BIDDER/ subcontract(s) with confidentiality.
- 8.7. The MGM TRUST will provide to the Monitor sufficient information about all meetings among the parties related to the Project provided such meeting should have an impact on the contractual relations between the parties. The parties will offer to the Monitor the option to participate in such meetings.
- 8.8. The Monitor will submit a written report to the designated Authority of MGM TRUST in the Department/within 8 to 10 weeks from the date of reference or intimation to him by the MGM TRUST/BIDDER and, should the occasion arise, submit proposals for correction problematic situations.

9. Facilitation of Investigation

In case of any allegation of violation of a provisions of this Pact or payment of commission the MGM TRUST or its agencies shall be entitled to examine all the documents including the Books of Accounts of the BIDDER and the BIDDER shall provide necessary information and documents in English and shall extend all possible help for the purpose of such examination.

10. Law and Place of Jurisdiction

This pact is subject to Indian Law. The place of performance and jurisdiction is the seat of the Chh. Sambhajinagar.

11. Other Legal Actions:

The actions stipulated in this Integrity Pact are without prejudice to any other legal action that may follow in accordance with the provisions of the extant law in force relating to any civil or criminal proceedings.

12. Validity:

12.1. The validity of this Integrity Pact shall be from date of its signing and extend up to 2 years or the complete execution of the contract to the satisfaction of both the MGM TRUST and the BIDDER/Seller, including warranty period whichever is later, in case BIDDER is unsuccessful, this Integrity Pact shall expire after six months from the date of the signing of the contract.

12.2. Should one or several provisions of this pact turn out to be invalid; the remainder of this Pact shall remain valid. In this case, the parties will strive to come to agreement to their original intentions.

13. The parties hereby sign this Integrity Pact at ____ on _____

MGM TRUST
Name of the
Officer:
Designation:
Corporate Services
Department MGM Trust
of Maharashtra

(Office Seal)
Place: _____ Date: ____

Witness:

1 _____
(Name & Address): _____

2 _____
(Name & Address): _____

'APPENDIX - A'

1.	Date of Commencement	7 days from the date of work order or handing over of site, whichever is earlier.
2.	Date of Completion	06 months from the date of commencement
3.	Liquidated Damages	0.5% of the tendered value of the work per week of delay on the part of the bidder subject to a maximum of 10% of the total tendered value of work
4.	Defects liability period	12 months.
5.	Value of works for interim Payment (RA bill)	Rs. 10,00,000.00
6.	Earnest Money and tender fee	Rs 10,00,000/- and tender fee of Rs 5,000/- for to be paid along with the tender at the time of submission of the tender.
7.	Performance Security Deposit	10 % of value of work to be submitted before commencement of work. The amount will adjust with EMD submitted. Same will be refunded after submission of completion certificate by Architect for the work. Contractor may provide valid Performance MGM Trust Guarantee for the same amount or DD in favour of MGM Trust of Maharashtra payable at Chh. Sambhajinagar.
8.	Retention after virtual completion	5 % of the total billed (certified) amount towards defect liabilities, to be refunded on successful completion of defects liabilities period of 12 months.
9.	Period for honoring certificates	7 working days (after receipt of contractors bills in the specified format along with certificate for payment from the Architect to the MGM Trust)
10.	Period for honoring final bill	30 working days after receipt of certificates from the Architect.
11.	Tender validity period	90 days
12.	Validity of Rates quoted	Minimum period of 06 months.

We agree to the terms incorporated in the above 'Appendix -A'

Date:

Signature of Contractor(s)

I.APPENDIX 'B'
CONTRACTORS LIABILITY AND INSURANCE SUMMARY

Sr. No.	Nature and scope of Insurance risk policy of	Value of insurance	Validity Period	Name of the insurer
1	Loss of damage to works or any part thereof materials at site from any cause whatsoever and all	100 % of the Contract Value	The Policy should be valid till the completion of work	The policy should be in the joint name of MGM Trust of Maharashtra & the Contractor
2	Damages, loss, or injury to any property of the MGM Trust, architect, or consultant to any person including for his agents and servants	100 % of the Contract Value	The Policy should be valid till the completion of work	The policy shall be in Joint name of MGM Trust of Maharashtra and the Contractor
3	Claims under the workmen's compensation act 1923 / ESI / EPF / Labour charges	As per Gov. rules	The Policy should be valid till the completion of work	The Policy shall be in the name of MGM Trust of Maharashtra and the Contractor.

Note 1

The insured amount for policy under sr.no1 above may be obtained through nationalized insurance company as follows:

At the time of commencement of the work 100% of contracted value valid for 4months or the project completion period whichever is higher

Note 2

The insurance policies for sr.2 & 3 should be obtained in joints name of the MGM Trust and the contractors at the time of commencement of the work and the same should be valid throughout the tenure of the contract including 12 months defect liability period.

Note 3

The Contractor shall take care policy to cover all risk whatsoever. The tenderer, apart from being a competent contractor, must associate himself with the agencies of appropriate class who are eligible to tender for (I). Electrical (ii) Air conditioning (iii) Horticulture (iv) Fire Safety works (v) Interior Works.
(vi) Furniture supplier etc.

SAFETY CODE

1. SCAFFOLDING
 - 1.1 Suitable scaffolding shall be provided for workman for all that cannot safely be done from the ground or from solid construction except such short period of work as can be done safely with ladders. When a ladder is used an extra Majdoor shall be engaged for carrying material as well as suitable foot holds and hand holds shall be provided on the ladder an inclination shall be given not steeper than 1/4 horizontal and vertical.
 - 1.2 Scaffolding or staging more than 12feet above the floor. Swung or suspended from overhead support or erected with stationary support shall have a guard rail properly attached breached or otherwise secured at least3 feet high above the floor of the platforms of such scaffolding staging and extending along the entire length or the outside the ends there of with only such opening as may be necessary for the delivery of the materials, such scaffolding or staging shall be fastened as to prevent it from swaying from the building structure.
 - 1.3 Working platform gangways should be constructed so that they should not sag unduly or unevenly and if the height of the platform of the gangway or the stairway is more than 12 feet above the ground level and/ or floor level they should be closely boarded, should have adequate width and should be suitably fenced as described in 2above.
 - 1.4 Safe means of access shall be provided to all working platforms and other working places. Every ladder shall be securely fixed No portable single ladder shall be over 30 feet in length while the width between side rails in ring ladder shall be in no case less than 11.1 inches for ladder up to and including 10 feet in length for longer ladders this width should be increased at least1/4 inch for each additional foot length uniform stop spacing shall not exceed 12'' adequate precaution shall be so stacked or placed as to cause danger or inconvenience to prevent danger from electrical equipments. Nonmaterial on any of the sites of work shall be so stacked or placed as to causes danger or inconvenience to any person or the public. The contractor shall also provide all necessary fencing and lights to protect the public from accident and shall be bound to bear the expenses of defense of every suitable action or

other proceedings of law that may be brought by any person and to pay any damages and cost which may be awarded in any such suitable action or proceeding to compromise any claims by any such person.

Date:

Signature of contractor(s)

DETAILED SPECIFICATION OF WORK

A) GENERAL

This specification is for work to be done, item to be supplied and materials to be used in the works as shown and defined on the drawings and described herein, all under the supervision and to the satisfaction of the Competent Authority.

- i. The workmanship is to be the best and of high standard, use must be made of special trades men in all respects of the work and allowances must be made in the rates for doing so.
- ii. The materials and items to be provided by the contractor shall be approved by the Competent Authority in accordance with any samples which will be submitted for approval by Contractor and generally in accordance with the Specifications Also if products are specified in the catalogue reference, the contractor will be required to obtain the approval of the Competent Authority before using the materials. The Contractor shall produce all invoices, vouchers or receipts for any material if called upon to do so by the Competent Authority.
- iii. Samples of all materials are to be submitted to the Competent Authority for approval before the Contractor orders the materials at site. Samples together with the packing are to be provided free of charge by the Contractor and should any materials be rejected; they will be removed from the site at the Contractor's expense. All samples will be retained by the Competent Authority for comparison with materials, which will be delivered at the site. Also, the Contractor will be required to submit specimen finishes of colors, fabrics etc. for the approval of the Competent Authority before proceeding with the work.
- iv. The contractor shall be responsible for providing and maintaining and boxing or other temporary cover are required for the protection of dresses or finished work if left unprotected. He is also to cleanout all shelving's, out ends and other waste from all parts of the works before coverings or in-fillings are constructed.
- v. Templates, boxes and moulds shall be accurately set out and rigidly constructed so as to remain accurate during they are in use.
- vi. All unexposed surface of timber e. g. false ceiling, backing fillets, backs of door frames, cupboard framing, grounds, etc. are to be treated with two coats of approved timber preservative before fixing or converging.
- vii. Only first-class workmanship will be accepted. Contractor shall maintain uniform quality and consistency in workmanship throughout.

B) Technical Specification:

Before starting the work, the contractor shall get the samples approved by the MGM Trust, MGM Construction Department & the Architect. The approved samples shall be kept in the custody of the MGM Trust's Engineer/Architect and the material supplied and used on the work shall confirm to the samples with regard to the soundness, color, veining and general texture.

Measurements: -

Rate

The rate includes the cost of materials and labour required for all the operations i.e., wastage, height, cutting, finishing & polishing etc complete.

Note: The above said condition shall be read with BOQ specifications and clause no. 35 (Special conditions of the contract). The rate for the items in the BOQ shall be quoted accordingly. The decision of MGM Trust's Engineer/Architect will be final in any ambiguity noticed in the specification of the item.

All brands to be specified by the MGM Trust's Architect at the time of execution, Contractor to confirm before placing the order with the supplier. Contractor has to submit a letter for make and has to get it approved by MGM Trust's Architect before placing order. If any make is not mentioned for the item, then it shall be considered as standard make and adhering to the BIS and with ISI mark.

Signature of Contractor(s)

DECLARATION BY THE BIDDER

This is to certify that I/We before signing this tender have read and fully understood all the terms and conditions contained herein and undertake myself/ourselves to abide by them.

Enclosures:

1. DD/Pay Order

No.....
.....

2. Terms & conditions (each page must be signed and stamped with the seal)

3. Financial Bid. (Signature of Bidder with seal) Name: Address: Date:

NOTE: Submission of all the documents mentioned above along with declaration, is mandatory. Non submission of any of the documents above will render the bid to be rejected. Also, non-adhering of any of the terms and conditions of will render the bid to be rejected.

Date :

Signature of Bidder with stamp

Certificate/Undertaking

- a) Certified that I / we have visited the site on_____and assessed the nature and amount of work involved before submitting our offer. We will be able to execute the work within the available site condition.
- b) I undertake that I / we have visited the place of “Civil Construction of Girls’ Hostel & Boys’ Hostel at MGM Hills, Gandheli, Chh. Sambhajinagar”, and noted the quantities, floor space, existing electrical connections, water etc.
- c) Manpower & Materials supplied by us will be suitable for in the existing location / condition with sufficient space all around. No extra cost will be claimed by me later for any difficulties /modifications involved for total execution of all the Interior works mentioned in the tender. I also understand that the work, if required to be completed on priority basis, so we are ready to work in day / night hour subject to availability of site/space.

(Signature of Bidder):

(NAME):

(SEAL):

(Above certificate/ undertaking is to be given on the Letter Pad of the Bidder)