



To  
The Secretary  
Mahatma Gandhi Mission  
N-6, CIDCO, Aurangabad-431003

## TENDER FORM

Date :

I/We having examined the drawings, specifications, designs relating to the works specified in the memorandum hereinafter set out and having visited and examined the site conditions of the works specified in the said memorandum and having acquired the requisite information relating thereto as affecting the tender, I/We hereby offer to execute the works specified in the said memorandum and in accordance in all respects with the specifications, designs, drawings, and instructions in writing referred to in conditions of tender, the Articles of agreement, Special conditions of Contract and with such materials as are provided for, by, and in all other respects in accordance with such conditions so far as they may be applicable.

### 1. MEMORANDUM

Tender for "Construction of RCC Vidyaaranyam School Building at MGM Gandheli ,Aurangabad

(b) Location of work	Gut No. 284,Gandheli, Aurangabad
(c) Estimated Cost	Rs. 8,89,15,260/-
(d) Total. security deposit	5% of project cost
(e) Completion period	10 (Ten) months

2. Should this tender be accepted, I/We hereby agree to abide by and fulfill the terms and provisions of the said conditions of Contract hereto so far as they may be applicable or in default thereof to forfeit and pay to the Employer the amount mentioned in the said conditions.

3. We understand that the drawings, which are attached in the tender, are only to give an idea about the nature and magnitude of construction work. Therefore, Architect/owner reserves the rights to amend, add, alter or delete any construction details, which are deemed to be necessary for the proposed execution, and implementation of proposed scheme and the tender rates would be altered accordingly thereby.

Tender for construction of RCC  
School Building MGM Gandheli with date & Seal

Signature of bidder



5. The list showing the particulars of large works carried out by me/us and the names of manufacturers of specialized items that will be used by me/us in the work are enclosed.
6. I/We understand that The MGM, Aurangabad reserves the right to award the tender to a contractor, whom they feel most suitable. I/we will in no way challenge, question or ask for clarification regarding the right of the MGM for selecting the contractor of their choice or any step taken in this regard.
7. I/We also confirm that we have not sought any deviation from your terms & conditions except those mentioned otherwise.
8. We also undertake not to sub-let any portion of the work to any third party without your written consent.
9. I/We undertake to follow all statutory labour laws and other statutory requirements laid down by the government of India/Govt of Maharashtra.

10. The name of Proprietor/Partners/Directors etc of our firm are:

(I)

(II)

Name of the Proprietor/partners/Directors of the firm authorized to sign

OR

Name of person having power of attorney to sign  
the Contract (certified true copy of power of attorney should be attached).

Yours faithfully,

Signature with date and seat of bidder

Name of Company:

Address :

Mobile No. :

E-mail :

PF Registration No.

ESI Registration No.

ST Registration No.

Trade License No.

Signature of bidder with date & Seal



List of documents to be submitted with the Tender:

**PACKET - 1 TECHNICAL BID (To be sealed properly)**

1. A covering letter by the bidder
2. Tender Notice duly signed
3. Tender form duly filled-up and signed on all pages
4. Terms and Conditions duly signed on all pages
5. General Rules and Directions duly signed on all pages
6. Cost of tender paper, downloaded from website
7. Self-certified copies of
  - i. Valid copy of the Provident Fund Registration Certificate
  - ii. Valid copy of E S I Registration Certificate
  - iii. Valid copy of ST Registration Certificate
  - iv. Valid copy of Trade License
  - v. Audited Balance Sheet of last 3 financial years
  - vi. Copy of Income Tax Return of last three financial year
  - vii. PAN Card

**PACKET – 2 FINANCIAL BID (To be sealed properly)**

Category A: BOQ with quoted price in all respect (material and labor) with tender document duly filled up and signed

Note: Bidder shall furnish basic rates for all the material required.

Category B: BOQ with quoted price in respect to labor only with tender document duly filled up and signed

Tender for Construction of RCC MGM  
Gadheli, Aurangabad

Signature of bidder with date & Seal



## TERMS AND CONDITIONS

1. **SECURITY DEPOSIT:** @ 5% of project cost shall be kept as performance guarantee for twelve months after completion of work. 5% amount of every RA bill will be deducted as a part of security deposit.

The security deposit will be refunded after the completion of work subject to the following conditions: "A completion certificate is issued by the competent authority of MGM authorized Architect and Chief Engineer."

2. The Contractor shall employ the competent technical personnel during the execution of this work, failing which suitable penalty deemed fit may be imposed by MGM.

3. **CORRECTION OF WORK AND FINAL PAYMENT:**

The Contractor shall promptly remove from the premises all work which in the opinion of the MGM Architect and Chief Engineer does not conform to the requirements of the contract documents and shall promptly replace it with acceptable work, all without expense to the MGM.

The Contractor shall repair all damage caused to his and other work and shall reimburse other contractors for any damage caused to their work, as a result of the removal and replacement of condemned work.

If the Contractor does not remove condemned work within five days after receipt of notice, the MGM may have the condemned work removed and replaced at the Contractors expense. If the Contractor does not pay all expenses incident to such removal and replacement, within ten days thereafter, the MGM shall take action as deemed fit.

As soon as the work is ready for final inspection, the MGM shall inspect the work and if it fully confirm to the specifications and terms and contract, he shall issue a final completion certificates and certificate of acceptance of work. Before issue of final certificate, the Contractor shall submit satisfactory evidence to the MGM that all pay rolls, materials bills or other dues in connection with this work have been paid.

4. **Measurements & payments:**

- a. The contractor shall prepare bills for the progressed works only and amounting a minimum running bill of  
For Category A Rs 25,00,000/- (Rupees Twenty five Lacs Only) For  
Category B Rs 5,00,000/- (Rupees five Lacs Only)  
Money will be released to the contractor after verification and necessary clearances from the Institution.

Signature of bidder with date & Seal



b. Measured bills in triplicate shall be prepared by the contractor and submitted to the MGM. Measurement will be verified by MGM and the MGM shall release payment after observing necessary formalities.

5. Defects liability period shall be for a period of one year after declaration of completion.

6. Arbitration: All disputes and difference of any kind whatever arising out or in connection with the contract or the carrying out of the works shall be referred to the Architect who shall state his decision in writing.

7. Supervision of work: The work quality and the progress and its execution as per the drawing, design and specification will be supervised jointly, by a qualified representative of the vendor and a representative of MGM.

8. If the contractor fails to maintain the required rate of progress or to complete the work and clear the site on or before the contract or extended date of completion, he shall without prejudice to any other right or remedy available under the law, pay compensation the amount calculated at the rates stipulated below or such smaller amount as the Secretary may decide (whose decision in writing shall be final and binding) on the amount of the tendered value of the work for every completed week (as applicable) that the progress remains below or that the work remains incomplete:

Beyond Completion period exceeding of 60 days (stipulated) @ 2% per week or part thereof provided that the total amount of compensation for delay to be paid by contractor under this condition shall not exceed 10% of the ordered value of work.

9. The MGM may without prejudice to its any other rights or remedy against the contractor in respect of any delay, inferior workmanship, any claims for damages and/or any other provisions of this contract or otherwise, and whether the state of completion has or has not elapsed, by notice in writing absolutely determine the contract in any of the following cases.

- (i) If the contractor fails to rectify/replace the defects in spite of written notice by Engineer in Charge/ MGM representative.
- (ii) If the contractor suspends the progress of work so that in the opinion of the Engineer in Charge MGM will be unable to secure completion of the work by the date of completion and do not improve performance even after written notice.
- (iii) If the contractor neglects to carry out his obligations under the contract and/or commits default in complying with any of the terms and conditions and does not remedy it even after written notice.

Signature of bidder with date & Seal



10. When the contractor has made himself liable for action under any of the cases aforesaid, the in Charge on behalf of MGM/MGM authorized representative shall have powers

- a. To determine or rescind the contract. Upon such rescission, the Bank Guarantee or the 5% Security Deposit amount under the contract shall be liable to be encashed and shall be absolutely at the disposal of MGM.
- b. After giving notice to the contractor to measure up the work done by him, get the balance work done by another contractor. Any expenses which may be incurred in excess of the sum which would work had been executed by him, shall be borne and paid by the original contractor and may be deducted from any of his dues.
- c. The time allowed for execution of the work or the extended time in accordance with these conditions shall be the essence of the contract. In case of any event causing delay for which the contractor is not responsible, the contractor shall immediately give notice thereof in writing to the Engineer in Charge but shall nevertheless make best endeavors to prevent or make good the delay.

The Secretary MGM may consider the notice and allow suitable extension of time for completion of work on genuine grounds.

11. The contractor shall submit "running account bill" and final bill in triplicate supported by detailed measurements and shall provide necessary assistance, labour and tools for checking the measurement and quality of work.

12. The splashes and droppings from cement work, white wash colour wash painting etc. on walls, floors, windows etc. shall be removed and the surface cleaned as soon as these items are completed in individual rooms, quarters or premises etc. In case the contractor fails to comply with the requirement, the MGM Engineer in Charge shall have the right to get this work done at the cost of the contractor either departmentally or through other agency after notice to the original contractor and the expenditure will be recovered from original contractor's bill.

13. The contractor shall execute the whole and every part of the work in the most substantial and workman like both as regards materials and otherwise in every respect in accordance with specifications.

14. The in Charge, MGM shall have the power to make alteration in, omission from, additions to, or substitutions for the original specifications drawings, design and instructions that may appear to him to be necessary or advisable.

The rates for such altered, additional or substituted work shall be determined by the in Charge, MGM as under.

Signature of bidder with date & Seal



(i) Rate entered in the schedule of rates mentioned in the award letter plus/minus the percentage by which the tendered amount of the works awarded is higher or lower than the corresponding estimated amount.

(ii) Rate as agreed by MGM.

15. The contractor shall provide all necessary superintendence during execution of work and as along there after as may be necessary for proper fulfilling of the obligations under the contract.

16. 53 grade ordinary Portland cement conforming to IS 12269 or Portland slag conforming to IS 455 is to be procured from authorized dealers of Birla, Ultra Tech./A.C.C./Ambuja only. Purchase documents are to be produced along with, bills. Only Thermo Mechanically treated (T.M.T) rods of tested quality from authorized dealers of Tata / Kaalika, Ispat Nigam, SRMB, Elegant, Visa, are to be procured for steel reinforcement. Samples of all materials are to be got approved from the MGM Engineer in Charge in advance.

17. Security deposit will be released to the contractor if no complaint is pending on Record till one year after completion of the work and no labor complaint is pending against the contractor in respect of the work.

18. (i) The contractor shall pay their workers as per the provisions of Minimum wages Act fixed and notified by the Government from time to time. No person below the Age of 18 years shall be employed to act as a workman.

(ii) First AID Box shall be made available by the contractor at all work sites.

(iii) The contractor shall provide all safety measures to his workmen like working platform, suitable scaffolding, gangways, ladder, helmets, gumboots, gloves safety belts, insurance coverage etc. according to the situation and nature of work.

(iv) In every case where compensation is to be paid to a workman employed by the contractor, as per provisions of Workmen's Compensation Act, the contractor shall arrange to pay such compensation in full and MGM will recover the same from the dues and/or security deposit of the contractor and make arrangement to pay the same to the concerned.

19. In case of any dispute arising out of this contract during the progress of the work or after the cancellation, termination, completion or abandonment, the decision of the Secretary MGM, shall be final and binding on the contractor.

It is also a term of the contract that if the contractor does not raise any claim in writing within 15 days from the date of cancellation, termination, completion or abandonment, the claim of the contractor shall be deemed to have been waived and absolutely barred and MGM shall be discharged and released of all its liabilities under the contract in respect of these claims.

Signature of bidder with date & Seal



20. ALL RISK INSURANCE: The Contractor shall be responsible for all injury to persons, animals and/or things and for any damage to structural and/or decorative parts of the property, which may arise from the operation and/or neglect of himself and/or or any nominated sub- contractor and/or any employee of either, whether such injury or damage arises from carelessness accident and/or any other cause whatever in any connected with the carrying out of this Contract.

This clause shall be held to include any damage to buildings whether immediately adjacent or otherwise and any damage to roads, streets, foot-paths, bridges or pathways as well as all damage caused to the buildings and works forming the subject of this Contract by frost, rain, wind or other inclemency of weather. The Contractor shall indemnify the MGM and hold it harmless in respect of all and expenses arising from any such injury or damage to persons or property as aforesaid and also in respect of any claim made in respect of injury or damage under any Acts of any legislature or otherwise and also in respect of any award or compensation for damages consequent upon such claim.

The Contractor shall re-instate all damage of every sort mentioned in this clause, so as to deliver up the whole of the Contract works complete and perfect in every respect and so as to make good or otherwise satisfy all claims for damage to the property of third parties.

The Contractor shall indemnify the MGM against all claims which may be made against the MGM in respect of anything which may arise in respect of the works or in consequence thereof and shall at his own expense arrange to effect and maintain, until the completion of the Contract, an approval Insurance policy of 50% of the Contract value (including 12.5% of the Contract value for third party claim) in the joint names of the MGM and the Contractor against such risks and deposit such policy or policies from time to time during the currency of this Contract.

The Contractor shall also similarly indemnify the MGM against all claims which may be made upon the MGM whether under the Workmen's Compensation Act or any other statute in force during the currency of this Contract or at Common Law in respect of any death or disability etc. of the affected persons including the employee of the Contractor or any Sub-contractor and shall at his own expense effect and maintain, until the completion of the Contract, with an approved policy of insurance in the joint names of the Employer and the Contractor against such risks and deposit such policy or policies from time to time during the currency of the Contract.

The Contractor shall also be responsible for any liability, which may be excluded from the insurance policies above referred to and also for all other damages to any persons, animal or property arising out of an incidental to the negligent or defective carrying out of this Contract. He shall also indemnify the Employer in respect of any costs, charges or expenses arising out of any claim or proceedings and also in respect of any award of compensation or damages, arising there from.

Signature of bidder with date & Seal





The MGM shall be entitled to deduct the amount of any damages and compensation, costs, charges and expenses arising or accruing from or in respect of, any such claims or damage from any or all sums due or to become due to the Contractor, without prejudice to the MGM's other rights in respect thereof.

21. Fire insurance : (a) The Contractor shall, within 14 days from the date of commencement of the works insure the works at his cost and keep them insured until the completion of the works against loss or damage by fire with an office to be approved by the Architect in the joint names of the MGM and the Contractor (the name of the former being placed first in the policy), for the full amount of the Contract and for any further sum if called upon to do so by the Architect, the premium of such further sum being, allowed to the Contractor as an authorized extra. Such policy shall cover the property of the MGM only and shall not cover any property of the Contractor or of any sub-contractor or employee. The Contractor shall deposit the policy and receipts for the premiums with the Architect within 21 days from the commencement of the works, unless otherwise instructed by the Architect. In default of the Contractor insuring as provided above; the MGM or the Architect on his behalf may so insure the works and may deduct the premium paid from any moneys due or which may become due to the Contractor without prejudice to the other rights of the MGM in respect of such default. In case it becomes necessary to suspend the works the Contractor shall, as soon as the claim under the policy is settled, or the works reinstated by the insurance office should they elect to do so, proceed with all due diligence with the completion of the works in the same manner as though the fire had not occurred and in all respect under the same conditions of Contract.

The Contractor in case of rebuilding or reinstatement after fire shall be entitled to such extension of time alone for completion as the Employer deems fit.

(b) The amount so due as aforesaid shall be the total value of the works duly executed and of the Contract materials and goods delivered upon the site for use in the works up to and including a date of the said Certificate less the amount to be retained by the MGM (as hereinafter provided) and less any installments previously paid under this clause provided that such certificate shall only include the value of the said materials and goods as and from time to time as they are reasonably, properly and not prematurely brought upon the site and then only if properly stored and/or protected against weather.

22. The MGM would not allow usage of lift for lifting of labour/material. Materials/tools/concrete mixes would be done by the contractor by erecting a hoist way or manual lift outside the building in a suitable place approved by the authorities of the MGM.

23. The MGM will hold the authority of control of personnel inside the campus. Contractors would have to provide a list of his man-power who would be issued passes/batches. Entry only to authorized personnel will be allowed.

Signature of bidder with date & Seal



Signature of bidder with date & Seal