

TENDER DOCUMENT

FOR CIVIL INFRASTRUCTURE IMPROVEMENT WORKS

OF

**JK LAKSHMIPAT UNIVERSITY
(JAIPUR - RAJASTHAN)**

AGREEMENT

Made this..... January' 2025 M/s JK LAKSHMIPAT UNIVERSITY, JAIPUR, RAJASTHAN (Hereafter called the "Owner") of one part and

M/s. (Hereinafter called the 'contractor') of the other part.

Whereas the owner is desirous of constructions & renovation work in sites (hereinafter called the 'work') at Jaipur (hereinafter called the 'site') and has caused drawings and bills of quantities showing and describing the work to be done/prepared by or under the direction of and whereas the contractor has supplied the owner with a fully priced copy of the said bills of (contract bills) and whereas the said drawings (hereinafter referred to as the 'Contract Drawings' and the contract bills have been signed by or on behalf of the parties hereto. Now it is hereby agreed as follows:

1. For the consideration hereinafter mentioned 'the contractor' will upon and subject to the conditions annexed, carry out and complete the work shown upon the contract drawings and described by or referred to in the contract bills and in the said conditions.
2. The owner will pay the contractor a sum of Rs. (Rs. only) (hereinafter referred to as the 'contract sum') or such other sum as shall become payable hereunder at the times and in the manner specified in the said conditions.
3. The term 'SITE INCHARGE' in the said conditions shall mean the said, or in the event of his death or ceasing to be the Architect for the purpose of this contract, such other person as the owner shall nominate for that purpose, not being a person to whom the contractor shall object for reasons considered to be sufficient by an arbitrator appointed in accordance with the said conditions, provided always that no person subsequently appointed to be the architect under this contract shall be entitled to discharge or over-rule any certificate or opinion or decision or approval or instruction given or expressed by the architect for the time being.
4. The said conditions and appendix here to shall be read and construed as forming part of this agreement and the parties here to shall respectively abide by, submit themselves to the conditions contained.

In token of acceptance of the Terms & Conditions of this contract agreement, both the parties have affixed their respective seals and signatures to this agreement on this day of ,2025.

For: JK Lakshmipat University

(Signature and Seal)

(Signature and Seal)

WITNESS:

- 1.
- 2.

A N E X U R E

Terms and Conditions of Contract: -

For the Construction, Repairing & renovation work for JK LAKSHMIPAT UNIVERSITY, JAIPUR (RAJASTHAN).

1. The Owner / Architect reserves the right to issue further drawings and or written instructions, detailed directions, and explanations in regard to:
 - (a) Any discrepancy in drawings or between the schedule of quantities and / or drawings and / or specifications.
 - (b) The variation or the modification of the design, quality or quantity of work or addition or omission or substitution of any work.
 - (c) The removal and / or re-execution of any work executed by the contractor.
 - (d) The removal from the work of any person employed thereupon.
 - (e) The opening up for inspection of any work covered up.
 - (f) Increase or decrease the quantity of any work included in the contract.
 - (g) Change the character or quality or kind of any such work.
 - (h) All bill of measurement carried out as Indian standard.
2. The Contractor shall give or provide all necessary supervision during the execution of the work, the contractor or his competent or authorized agent or representative approved in writing by the owner will be constantly present on the work and such authorized agent will receive on behalf of the contractor all the directions and instructions from the any authorized representative of society / Architect.
3. The Contractor shall employ person who are careful, skilled, and experienced in their several trades and callings and the owner will be at liberty to object to and require the contractor to remove from works any person employed by the contractor who are in the opinion of the owners authorized representative / Architect found to be unfit for his / her trade or calling or for the any other reasons.
4. From time to time, the owner/ architect has got the right to check the work done by the contractor.
5. (a) The Contractor shall be responsible for the true and proper setting out of works, and for correctness of the positions, levels, dimensions, and alignment of all parts of work and for the provision of all necessary instruments, appliances, and labor in connection therewith. If, at any time during the progress of the work, any error shall appear or arise in the position, levels, dimensions, or alignment of

any part of work, the contractor must to rectify such error at his own expense to the satisfaction of the owner / architect.

- (b) The Contractor shall also provide for curing wherever and whenever necessary.
- 6. The contractor shall not employ children below the age of 15 years or female workers as labourers on the works.
- 7 (a) It will be prime obligation of the contractor to first get the quality of the building materials such as bricks, stone-khandas, sand, lime, and paint etc. approved by the Authorized representative of the Architect / owner and after approval, such building materials be supplied at the construction site.
- 8. The owner will not take any responsibility for the any person, engaged by the contractor in respect of any compensation payable in consequences of any accident or injury sustained by a worker or any other person in the course of employment and the contractor will take care of the statutory requirement, insurance, registration, and other legal obligations. He will also be responsible for the due and proper compliance of the provisions of Minimum Wages Act, 1948, payment of Wages Act, 1970, Factories Act 1948 and Industrial Disputes Act 1947 and other applicable laws.
- 9. The contractor must safeguard his properties, material etc. brought by him for the work at site. The owner / Architect will not take any responsibility for loss / damage incurred.
- 10. The owner agrees to supply water and electricity at the existing points free of cost. But the contractor / authorized agent will have to take care and restrict their misuse and wastage as far as possible any failure of water & electricity beyond the control of the owner, Will not be a responsibility of the owner. The contractor may make stand by arrangement for the same if so desired.
- 11. All the Government Taxation including work contract Tax, Entry Tax, Municipal Corporation Tax on materials, E.S.I., P.F. Workers Insurance etc. and other formalities will be borne / completed by the contractor only, copy of the work contract tax payment receipt will be submitted to the Owner by the contractor.
- 12. T.D. S shall be deducted from the payment of the contractor as per statutory requirements.
- 13. Discount: @ (percent) on the quoted rates,
- 14. Any increase in Taxes, Octroi, Excise Duty, Minimum wages of workmen etc. shall be the responsibility of the contractor only.
- 15. Mobilization Advance – By Mutual agreement against bank guarantee.
- 16. Completion period – June'25
- 17. Commencement of time period- 7 days after receipt of work order.

18. The defects liability period – 24 months from the final handing over of site.
19. A security deposit @ 5% of each running bill will be deducted. Out of this 3% will be refunded to the contractor with the final bill. Remaining 2% will be refundable to the contractor on satisfactory completion of defects liability period. Bank Guarantee will not be accepted as a substituted for security deposit deduction.
20. Advance against material - NIL.
21. No escalation will be paid of any account during scheduled time period.
22. R.A. bill will be submitted MONTHLY or on completion of work worth Rs. 10 Lakhs on a mutually agreed date. Payment of R.A. bill will be made within 7 days of submission of the bill.
23. The contractor has no right to assign or sublet the contractor/his rights under these terms and conditions.
24. The quality of work shall be checked from time to time and in case of doubts, the same shall be verified by competent authority at the contractor's cost.
25. All work shall be carried out as per recommendations of I.S.I., N.B.C., C P W D, or standard construction practices to be followed in area.
26. In case of failure of the contractor to complete the work within schedule time period a penalty of Rs. 25000/- per week limited to a maximum of Rs. 100000/- will be imposed on the contractor. In case the contractor does not complete the work within a week of expiry of contract period, the owner / architect will be free to get the work completed by any agency of their choice, at the cost of the contractor.
27. Extra item rates will be derived from similar items that are tendered. Otherwise, Extra item rates will be calculated on the basis of actual material + labour cost and 15% for contractor's Profit & Overheads T & P etc.
28. Contractor will provide a technically qualified & Responsible person who will act as contractor's representative and be always available at site at working hours.
29. Contractor will have to arrange labour hutments outside the Institute premises. However, space only for site office & store will be provided by the Owner near workplace.
30. Wastages on materials will be allowed to Owner's account as follows - limited to actual quantities of materials supplied.

Cement	-	2%
Tor Steel	-	3%
Structural Steel	—	5%

31. The cement & all tor steel will be supplied by the owner free of cost.
32. The Final Bill payment will be made to the contractor within 15 days against submission of the bill.
33. All matters relating to this contract shall be subject to Jurisdiction of JAIPUR COURT Only.
34. The contractor shall be responsible for the injuries to persons, animals or things, and all damages to the structural and / or decorative part of property which may arise from the operation or neglect of himself or of any sub-contractor's employees whether, such injury or damage arise from carelessness, accident or any other cause whatever in any way connected with the carrying out of this contract.
35. The decision of the Architect in respect of quality of material and workmanship shall be final and binding on the contractor and beyond jurisdiction of Arbitration or of any court.
36. 'Owner / Architect' reserve the right to make payment of any items of contract, which in their opinion are not complete as specified, as a help to contractor but not as a matter of right of contractor. Employer's decision based on Architect's recommendation on the extent to which part payment can be made shall be final and binding on the contractor.
37. Except where otherwise provided in the contract all questions and disputes relating to the meaning of the specifications, design, drawings and instructions hereinbefore mentioned and as to the quality of workmanship, materials used on the work or as to any other question, claim, right, matter or thing whatsoever, in any way arising out of or relating to the contract, designs, drawings specifications, estimates, instructions orders of these conditions or otherwise concerning the works, or the execution or failure to execute the same whether arising during the progress of the work or after the completion or abandonment thereof shall be referred to the sole arbitration of the person appointed by the Owner at the time of dispute in accordance to the Arbitration Act, 1940. There will be no objection to any such appointed by the contractor.
38. Only standard equipments shall be used in construction work.
39. Measurement book shall be maintained by the contractor and all measurement shall be dully recorded. Contractor shall have to affix his signatures along with the signature of the employer at the time of all measurements.
40. Immediately After receipt of work order construction bar chart shall be prepared by the contractor, such approved Bar chart will be used for Monitoring of the construction work.
41. Painting on any material shall be done only after written approval from client.
42. Cement & Reinforcement Steel will be in client scope.
