

THE MAHOMED BAGH CLUB LTD

STANDARD TERMS & CONDITIONS FOR TENDERS CONTRACTS

1. RATES/Amounts quoted are FOR. The Mahomed Bagh Club Ltd, Lucknow (hereinafter referred to as the Club) and inclusive of all materials, labour, Tools & Plants, centering & shuttering, scaffolding, curing, rates, taxes, etc complete in all respects to the satisfaction of the Club.
2. SPECIFICATIONS: Materials, mortars, mixes, etc, will be as specified in the Tender Form. Workmanship shall be of the highest quality. In case of manufactured goods, application will be as specified by the manufacturers. Materials may be sent for testing at the Contractor's cost. There shall be no deviations in specifications, etc, unless the Club gives prior approval in writing.
3. VALIDITY PERIOD: Rates will be valid for three months from the date of opening of Tenders.
4. EARNEST MONEY & SECURITY: 2% of the tendered value (rounded off to next Rs 100.00) is to be submitted with the Tender. On acceptance of tenders, the Contractor will have to deposit a security of Ten per cent (10%) of the value of tender awarded; the security will be released at the discretion of Club, but not before the expiry of the Guarantee/Limitation period.
5. PAYMENT TERMS:
 - A) No running payment will ordinarily be made for works costing upto Rs 1.00 lac. For works costing over Rs 1.00 lac running payment not exceeding © 75% per minimum Rs 1.00 lac of the value of the materials supplied/works executed may be made at the discretion of the Club, subject to submission and verification of Bills and also subject to statutory deductions. Full and final payment will be made on satisfactory completion of the work(s), subject to statutory deductions, as applicable from time to time.
 - B) Payment will be made on the basis of actual measurements/Quantities supplied/jobs completed.
6. COMPLETION TIME will be as mentioned in the work order/award of contract letter; deductions will be made at the discretion of Club for time overruns, subject to force majeure clause; however, such deductions will not exceed Two per cent (2%) of the value of the contract per month or part thereof and not more than Five per cent (5%) of the total value of the contract overall; however, if the work is not completed within Ninety days from the date of completion mentioned in the work order/award of contract letter, the Club reserves the right to award the remaining portion of the work to another Contractor and the extra cost so incurred will have to be borne by the Contractor not completing the work.

7. SUPERVISION, Measurements, and Quality Control will rest with Club. In case anything is not to the satisfaction of the Club, the Contractor will rectify the same at their own cost, without and further claim on the Club. In case the Contractor fails to carry out the rectification within a stipulated time, the Club reserves the right to have the same done by any other agency, and the Contractor will have to bear the costs thereof.

8. SAMPLES: Wherever necessary or stipulated, Contractor should submit samples for prior approval of Club.

9. RESERVATION OF RIGHTS: The Club reserves the following rights

- A) To accept or reject any or all tenders in whole or in part without assigning any reason.
- B) To allot the work in phases at its own discretion and convenience.
- C) To allot the any, part of or all the work(s) to more than one Contractor.
- D) To alter or amend the quantities mentioned in the Tender Form.

10. STATUTORY OBLIGATIONS such as Provident Fund, ESI, etc, will have to be borne by the Contractor and no liability shall devolve on the Club.

11. AGREEMENT: The Contractors may have to enter into an agreement with the Club before award of any contract.

12. SPECIAL TERMS AND CONDITIONS will be applicable on a case to case basis, depending on the requirements of the contract, and shall generally override the Standard Terms & Conditions.

13. NOTE: Sealed tenders should be submitted addressed to 'The Secretary, M B Club' and superscripted with the name of the Tender. In case of any dispute, the matter will be referred to arbitration. The arbitrator will be appointed by the Club, and his/her decision will be final and binding, notwithstanding the fact that the arbitrator has been appointed by the Club.

14. Please sign and return a copy hereof along with the Tender/Quotation Form. I/We have read and understood the preceding and hereby agree to abide by the above mentioned terms and conditions.

Signature of the Contractor

Place:

Name of Firm - _____

Date:

Contact No. _____