

Advertisement Published in the Chandigarh Tribune on 12/04/2025

TENDER NOTICE

**YADAVINDRA PUBLIC SCHOOL
PATIALA 147001**

Invites quotations by 19 Apr 2025
for the following:-

- a) air-conditioning underground shooting range hall.
- b) Fabrication of Partition for air-conditioning in hall (approx. area 2400 sqft.

Detailed BOQ can be downloaded
from School website www.ypspatiala.in

Ref No: ____/YPS

Dated: 12 Apr 2025

**TENDER DOCUMENT
FOR
EXECUTION OF
AIR-CONDITIONING UNDERGROUND
SHOOTING RANGE HALL
AT
YPS PATIALA**

Owner

Address: Yadavindra Public School
Stadium Road
Patiala – 147001 (Punjab)

Phone: 0175 221 7631

Mob : 8968361643

TENDER DOCUMENT FOR EXECUTION OF AIR-CONDITIONING IN UNDERGROUND SHOOTING RANGE HALL INCLUDING DESIGN, SUPPLY, ERECTION, COMMISSIONING, PERFORMANCE GUARANTEE AND HANDING OVER

Name of Works : Execution of Variable Refrigerant Flow (VRF) system with Variable Evaporating Temperature (VET) Technology and ancillary work including design, supply, erection, commissioning, Performance Guarantee, handing over at YPS Patiala.

Estimated Cost : ₹ 14 Lakhs

EMD : ₹30,000/- by Demand Draft.

Eligibility : The eligible companies conforming to eligibility criteria laid down in the tender document may submit the same in sealed envelope to the Headmaster, YPS Patiala latest by **19 Apr 2025 up to 1300Hrs** super scribing the envelope, enclosing all requisite documents, with name of work and drop the envelope in the tender box kept at Admin Office. YPS Patiala reserves the right to reject any or all tenders and to call off the process of finalizing of contractors, at any stage without assigning any reasons.

TENDER NOTICE

Ref No: _____/YPS

Date: 12/04/2025

Headmaster, YPS PATIALA invites sealed tenders in two bid system (Technical and Price Bid) for air-conditioning of 10m Air Rifle range , for execution of the following works.

Name of work	Execution of air-conditioning of 10m Air Rifle range with Variable Refrigerant Flow (VRF) system with Variable Evaporating Technology (VET) and ancillary works
Location	Underground Shooting range at YPS Patiala
Estimated cost	14 Lakh
Period of completion	45 days
Eligibility	For details please see the tender document
Cost of tender document	NIL
Last date and time of receipt of tender	21 Apr 2025, 1300 Hrs
Date and Time for Opening of Tender	21 Apr 2025, 1500 Hrs

Tender document should be downloaded from YPS PATIALA website: www.ypspatiala.in.

Headmaster, YPS PATIALA

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Eligibility Criteria

GENERAL INSTRUCTIONS TO TENDERERS

1.0 Scope of Tender:

(YPS PATIALA) referred to as Owner in these documents) invites tenders for Execution air-conditioning of 10m Air Rifle range at YPS Patiala detailed in the Notice Inviting Tenders (NIT) The successful tenderer shall complete the works within the completion date specified in the Notice Inviting Tenders (NIT).

2.0 Non Association / Relation:

Should a contractor or a tenderer have a relative, employed in YPS PATIALA or in case of partnership firm or company incorporated under the Indian company act, should a partner or relative of the partner or a share holder be employed in a responsible capacity in YPS PATIALA, the authority inviting the tender should be informed of the fact at the time of submission of tender, failing which the tender may be rejected. If such fact is suppressed at the time of tendering and comes to light at any time after acceptance of tender, the contract may be rescinded.

3.0 Eligibility Criteria:

Tenderers must have executed similar nature of works costing ₹2.0 Crore during the last two financial years ending with March 2025 as mentioned below.

1. The tenderer shall furnish a copy of valid GST registration of commercial tax department.
2. The tenderer should furnish copy of permanent account number (PAN) and copy of latest income tax returns submitting along the proof of receipt.

4.0 Qualification of the Tenderer

4.1 All Tenderers shall provide Eligibility Criteria information as per proforma enclosed.

4.2 All Tenderers shall include the following information by producing relevant documents and certificate with their Tender.

- a) Conditions of the contract enclosed each page duly signed by the tenderer as token of acceptance. If any deviation is proposed by the tenderer the same must be clearly indicated and enclosed as deviation list but tenders with significant deviations list and merely enclosing tenderer's printed conditions or their own terms and conditions will make the tender liable for rejection.
- b) Earnest money deposit as laid down in these instructions to tenderers.
- c) Tender document cost.

5.0 Cost of Tendering & inspection of site

5.1 The Tenderer shall bear all costs associated with the preparation and submission of his Tender, tenderer shall not be entitled to any cost, expenses or other claims whether or not the tender is accepted, rejected or invitation to Tender withdrawn or cancelled and the Owner will in no case/way be responsible and liable for those costs.

5.2 The Tenderer, at the Tenderer's own responsibility shall visit and examine the Site of Works and its surroundings and obtain all information that may be necessary for preparing the Tender and entering into a contract for Execution of air-conditioning of 10m Air Rifle range at YPS Patiala. The costs of visiting the site shall be at the Tenderer's own expense.

ELIGIBILITY CRITERIA INFORMATION

CHECKLIST TO ACOMPANY THE TENDER

Sl. No.	Document to be Submitted	Description to be given	Scanned documents/ Photocopy to be attached
(1)	(2)	(3)	(4)
1.a)	Variable Refrigerant Flow (VRF) system with Variable Evaporating Temperature (VET) technology and ancillary works BIS/IEC certificate	BIS/IEC Certificate	Yes / No
b)	Partnership deed in case of firms & Article of Association in case of companies		
2.	Copy of Permanent Account Number (PAN) card and copy of latest Income Tax returns submitted along with proof of receipt.	PAN & IT Returns	Yes / No

Sl. No.	Document to be Submitted	Description to be given	Scanned documents/ photocopy to be attached
3	E.M.D	EMD	Yes / No
4	GST Registration number	GST Registration	Yes / No

All experience certificates including those in support of existing commitments issued by a competent authority.

STATEMENT – I

Details of similar works completed in the name of the Tenderer during the last two financial years.

Sl. No	Name of the work	Address of Agreement. Concluding Authority	Agreement No. & dated. With telephone number	Value of Contract In Lakhs	Stipulated period of completion	Actual date of completion
1	2	3	4	5	6	7

Value of work had done year wise during the last 'two years.		Total value of work done.
1 st Year	2 nd Year	
8	9	10

Attach certificates issued by the Executive Engineer or concerned head of the department showing work wise / year wise value of work done and date of completion.

Signature of the Contractor

6.0 Contents of documents

- Contract documents consists of
- Notice for invitation of Tenders
- Instructions to Tenderers
- Articles of Agreement
- General conditions of contract (GCC)
- Special conditions of contract (SCC)
- Schedule of Fiscal Aspects
- General Technical Specifications
- Approved Makes
- Bill of Quantities
- Detailed technical description of Bill of Quantities
- Scope of work

The Tenderer shall be deemed to have examined all instructions, forms, terms, and specifications in the Documents. Failure to furnish the information required by the Tender Document or submission of a Tender not substantially responsive to the Tender Documents in every respect will be at the Tenderer's risk and may result in the rejection of the Tender. In case of any discrepancy between the Schedule of Quantities, the specifications and/ or the drawings, given in the tender document the following order of preference shall be observed:

Description of Schedule of Quantities.
Particular Specification and Special condition, if any.
Specifications.
Latest edition Indian Standard Specifications of B. I. S.
Drawings.

7.0 Amendment of Tendering Documents

7.1 Before the deadline for submission of Tenders, the Owner may modify the Tender documents by issuing addenda.

7.2 Owner shall have the right to amend/delete/add to the various provisions in the tender documents or withdraw/cancel the invitation to tender without assigning any reasons whatsoever. The amendments/errata if issued by the owner shall be read carefully in conjunction with tender documents. The quoted price/rate/amount shall be deemed to be worked out taking into account amendments / errata also.

7.3 Any addendum thus issued shall be part of the Tender documents and shall be communicated in writing by email to all the eligible contractors. The eligible contractors shall acknowledge receipt of each addendum by email to the Owner.

7.4 To give prospective Tenderers reasonable time in which to take an addendum into account in preparing their Tenders, the Owner may extend if necessary the deadline for submission of Tenders.

8.0 Earnest Money Deposit (EMD)

Tender EMD amount of **₹.30,000/-** in the form of a banker's cheque or demand draft in favour of Headmaster, YPS PATIALA, payable at Patiala must accompany each Tender. **Tenders not accompanied by EMD and unconditional acceptance letter will be summarily rejected.**

8.1 The EMD of the unsuccessful Tenderers will be discharged / returned within 4 weeks from the last date of tender submission.

8.2 The EMD of successful tenderer shall be adjusted against security deposit.

8.3 The EMD may be forfeited: if the Tenderer withdraws his Tender during the validity period of the Tender; or in case of a successful Tenderer fails to furnish performance guarantee.

9.0 Period of validity of Tender

The Tender shall remain valid for a period of 90 days after the last date of the submission of tender. A Tender valid for a shorter period, may be rejected by the owner.

10.0 Language of Tender

10.1 The document shall be written in English language. The total amount should be written in the same language.

10.2 Tender including tender drawings, if any, and other information shall be prepared and submitted in English language only.

11.0 Document comprising the Tender

11.1 No page of this Tender document shall be removed and the set must be submitted as it is. Each page of the Tender document form is to be signed by the Contractor and must bear the Seal of the Company/Firm.

11.2 The Tender submitted by the Tenderer shall comprise of the following:

11.2.1. Technical bid in a separate sealed cover comprising of.

- a) Eligibility Criteria Information
- b) Instructions to tenderers
- c) Conditions of the contract enclosed, each page duly signed by the tenderer as token of acceptance. If any deviation is proposed by the tenderer the same must be clearly indicated and enclosed as deviation list but tenders with significant deviations list and merely enclosing tenderer's printed conditions or their own terms and conditions will make the tender liable for rejection.
- d) Specifications & drawings
- e) Earnest money deposit as laid in these instructions to tenderers.
- f) Statement of list of deviations if any from tender conditions.

11.2.2. **Price Bid** in a separate sealed cover comprising

a) Price Schedule with prices (Both in words and in figures) strictly in accordance with the price schedule format of the tender document. Departure from the price schedule format may render the tender liable for rejection

11.2.3. These two Sealed covers are to be placed in a single envelop. The envelop duly sealed & super-scribed with the name of work should be addressed to The Headmaster, YPS PATIALA, on or before the scheduled date and time. **I.e. 21 Apr 2025 up to 1300Hrs.**

12.0 Tender Prices

12.1 The contract shall be for the whole works as described in tender document based on the priced Schedule of Quantities submitted by the Tenderer.

12.2 The tender submitted on behalf of a Firm/Company, shall be signed by a person who has the proper legal authority on behalf of the Company to enter into the contract; otherwise, the tender is liable to be rejected. Each page of the tender document and each drawing accompanying is required to be signed by the authorized person submitting the tender, affixing the Firm/company seal in token of their having examined and acquainted themselves with the contents of each page. The forms of tender are to be filled in completely. Any tender with any of the documents not duly signed is liable to be rejected.

- 12.3** The Tenderer shall fill in the rates for all items of the Works described in the Schedule of quantities along with total tender price. **In case the rates are not filled for any of the Items of Schedule of Quantities, in such cases the rate will be considered as zero and the contractor has to accept for the amount arrived based on zero rate for non quoted items.** Failure to comply with either of these conditions will make the tender liable for rejection and forfeiture of Earnest money.
- 12.4** All duties, taxes, and other levies payable by the Contractor under the contract, or for any other cause, shall be included in the rates, prices and total tender price submitted by the tenderer. Tenderers must include in their rates, the cost of transportation of materials to site, sales tax, Income tax, Value added tax (VAT), Cess as per Building & Other Construction Workers Cess Act, excise duty, octroi, and any other tax and duty levied by the Central / State Government. None of the above taxes & levies will be entertained separately by the Owner and no tax exemption forms will be issued by the Owner. VAT on works contract will not be reimbursed to the Contractor. All the taxes levied other than IT should be paid either directly by the contractor to the statutory authorities and challans / proof of payment with acknowledgement shall be provided by the contractor before release of the payment of next bill or shall be deducted at source. Contractor should also take a Group Insurance Policy for his Workmen, Supervisors and Engineers working on site for an adequate insurance cover. YPS PATIALA shall not be responsible for any accident or any untoward/unforeseen event involving workmen, labour, supervisor or engineer or any person directly or indirectly associated with the execution of work. The insurance policy to be obtained by the successful Tenderer must be comprehensive and shall cover all associated risks (known and unknown) from any Government Insurance Company.
- 12.5** The rates quoted in the tender shall include cost of telephone rent and call charges, for execution of work at site, hire for any tools and tackles, shed for materials, marking out and transportation complete, cleaning the buildings and surroundings after execution of the total works and dumping the waste at designated place as directed by the Owner in all respects. The rates quoted in the tender shall be treated as rates for finally completing the item of work.
- 12.6** The quantities furnished in the schedule of quantities are only probable quantities and are liable to alterations, by omission, deductions or additions to any extent at the discretion of Owner. Payments will be regulated on the actual quantities of work done at accepted rates. Any item of work may be omitted from the schedule of quantities and may be awarded to another agency at any time / stage of the work for which no compensation will be paid by the Owner i.e. for non-operated BOQ items and short closed BOQ items.
- 12.7** The rates and prices quoted by the Tenderer shall be fixed for the duration of the contract and shall not be subject to escalation or adjustment on any account even if the work is delayed due to unavoidable circumstances beyond the control of owner/consultant.

- 12.8** The calculations made by the tenderer should be based upon quantities of the items of work which are furnished in the Schedule of Quantities, but it must be clearly understood that the contract is not a lump sum contract. The Owners do not in any way assure, represent or guarantee that the said probable quantities are correct or that the work would correspond thereto. The items of work irrespective of the quantities which may vary shall be carried out at the same accepted tender rates and no escalation in the rates will be entertained whatsoever. Any item of work may be omitted from the schedule of quantities and may be awarded to another agency at any time / stage of the work.
- 12.9** The tenderers must obtain for themselves on their own responsibility and their own expenses all the information which may be necessary, including risks, contingencies and other circumstances to enable them in making a proper tender and for entering into a contract, and must examine the drawings, specifications and conditions and inspect the site of the work, nature of the work, availability of power, water, shelter for workmen and all the matters pertaining thereto before submitting the tender.

13.0 Format and signing of Tender document

- 13.1** The tenderer shall seal the bid in an envelope, duly marked as **TENDER FOR EXECUTION OF AIR-CONDITIONING OF 10M AIR RIFLE RANGE**, in favour of Headmaster, YPS PATIALA
- 13.2** Which shall include Tender form duly signed by the tenderer on their letter head along with documents mentioned under clause 11.2 and priced BOQ document in single envelope. Please refer "Clause No. 11.2 of preparation of tender documents comprising tenders in Instructions to Tenderers".
- 13.3** The Tender shall be typed or written in indelible ink and shall be signed by a person or persons duly authorized to sign on behalf of the Tenderer. All pages of the Tender where entries or amendments have been made shall be initialed by the person or person signing the Tender.
- 13.4** The Tender shall contain no alterations or additions, except those to comply with instructions issued by the Owner, or as necessary to correct errors made by the Tenderer, in which case such corrections shall be initialed by the person or persons signing the Tender. **ANY CONDITIONAL TENDER WILL BE SUMMARILY REJECTED.**

14.0 Sealing and marking and submission of Tenders

The Tenderers are requested to quote their offers in two separate sealed envelopes:

- 1st Envelope (Technical Bid):** Comprising of Earnest Money Deposit as per clause No. 8 of Instructions to Tenderers. Etc., with all tender documents (Volumes I,II, III, IV, V, VI, VIII & IX) duly sealed and signed
- 2nd Envelope (Price bid)** :Priced BOQ document (Volume – VII) duly signed and sealed. Please refer “Clause No. 11.2.2 of Preparation of tender documents in Instructions to Tenderers”.

These two envelopes are to be placed in a single envelope and shall be duly sealed indicating the name of work i.e. TENDER DOCUMENT FOR EXECUTION OF AIR-CONDITIONING OF 10M AIR RIFLE RANGE AT YPS PATIALA,

. and deposited in the tender box kept at the YPS PATIALA ADMIN OFFICE on or before due date and time of submission of tender.

In addition to the identification required in Clause 11.2.3 the inner envelopes shall indicate the name and address of the Tenderer to enable for the Tender to be returned unopened in case it is declared late, pursuant to Clause 15.0

- 14.1** If the outer envelope is not sealed and marked as above, the Owner will assume no responsibility for the misplacement or premature opening of the Tender.

15.0 Last date for submission of Tenders

- 15.1** Any Tender received by the Owner after the date and time of submission of Tenders i.e. up to **1300 Hrs On 21 Apr 2025** will be rejected and returned unopened to the Tenderer.

16.0 Clarification of Tenders

- 16.1** To assist in the examination, evaluation, and comparison of Tenders, the Owner may, at his discretion, ask any Tenderer for clarification of his Tender, including breakdowns of unit rates. The request for clarification and the response shall be in writing by email, but no change in the price or substance of the Tender shall be sought, offered, or permitted.

17.0 Examination of Tenders and Determination of Responsiveness

- 17.1** Prior to the detailed evaluation of Tenders, the Owner will determine whether each Tender (a) meets the eligibility criteria defined in clause 3.0; (b) has been properly signed and meets the requirements as in clause 3.2; (c) is accompanied by the required securities and; (d) is substantially responsive to the requirements of the Tendering documents.
- 17.2** A substantially responsive Tender is one which confirms to all the terms, conditions, and specifications of the Tendering documents, without material

deviation or reservation. A material deviation or reservation is one (a) which affects in any substantial way the scope, quality, or performance of the Works (b) which limits in any substantial way, the Owner rights or the Tenderers' obligations under the contract; or (c) whose rectification would affect unfairly the competitive position of other Tenderers presenting substantially responsive Tenders.

17.3 If a Tender is not substantially responsive, it will be rejected by the Owner, and may not subsequently be made responsive by correction or withdrawal of the nonconforming deviation or reservation.

19.0 Evaluation and Comparison of Tenders

20.0 The price bid of unqualified contractors contained in envelope (Price Bid) and EMD contained in envelope (Technical Bid) will be returned to them without opening the envelope (Price Bid) seal.

21.0 The Owner reserves the right to accept or reject any variation, deviation, or alternative offer and other factors which are in excess of the requirement of the Tendering.

22.0 Award criteria

22.1 The acceptance of Tender will rest with the Owner, which does not bind itself to accept the lowest tender and reserves to itself the authority to reject completely / partially, any or all of the Tender/s received without the assignment of a reason.

22.2 The owner reserves to itself the right of accepting the whole or any part of the Tender and the Tenderer shall be bound to perform the same at the rate quoted.

22.3 The Owner reserves to itself the right of omission of any item of work from the awarded tender at any time / stage during the execution of work and award the same to another agency / contractor.

23.0 Notification of award

23.1 The successful Tenderer will be issued a Letter of Intent (LOI) / Purchase Order (PO) / Work order and the date of commencement of work will be as mentioned in the LOI or PO or WO.

25.0 Security Deposit (SD)

25.1 Security@ 5% will be retained from the running bills and the final bill of the contractor. The earnest money shall be converted into security deposit, so that total security deposit including the earnest money shall amount to 5% of the work done, which will be returned after 12 months of actual completion of work and after rectification of defects. Failing which the cost of rectification of defects shall be recovered from security deposit. The contractor shall obtain no defects certificate from concerned YPS PATIALA staff before claiming the refund.

26.0 Signing of contract form

26.1 On the acceptance of LOI / PO / WO and Performance Guarantee of the successful Tenderer, the Owner will send the Tenderer the contract form provided in the Tender document duly signed and sent along with the Tender incorporating all agreements between the parties.

27.0 During Execution

27.1 The Contractor shall carry out all the works strictly in accordance with the drawing, details and instructions of the Consultants/Owner. If in the opinion of the Owner / Consultants, changes have to be made in the design, and they desire the contractor to carry out the same, the Contractor shall be bound to comply. The Consultants/Owner decisions in such cases shall be final.

27.2 The Contractor is bound to carry out any items of work necessary for the completion of the job even though such items are not included in the schedule of quantities and rates. Schedule of instructions in respect of such additional items and their quantities will be issued in writing by the Consultants with the prior consent from the Owner. Rates for such items of work will be recommended by the Consultants/Owner for approval by the Owner on the basis of Analysis of Rates which will be derived from **actual prevailing market rates of similar item along with 10% as contractor's profit & overhead**. The rates approved by the Owner in such cases will be final.

27.2 The Consultants/ Owner may at any time / stage of execution demand for the Analysis of Rates for any item / items of work which in their opinion is are abnormally high / low rates or required for the Analysis of Rates of other tender / extra item / items. The Contractor is bound to present the same and if the Contractor is unable to present a justified Analysis of Rates for any item / items, the rate / rates for such item may be adjusted accordingly and the decision of the Owner in such cases shall be final.

27.3 The Contractor shall get the quality of work done inspected for material and workmanship at different stages of execution as per instructions given by the Consultants/ Owner or their representative time to time. Any item of work done which is found not conforming to the Contract shall be rejected by the Consultants/Owner. The decision of the Consultants/ Owner in such cases shall be final.

27.4 The Consultants/ Owner may instruct at any stage of execution for testing of any material taken at random. In case material is found to be of sub-standard quality, the same shall be rejected by the Consultants/Owner. The decision of the Consultants/ Owner in such cases shall be final.

27.5 The Contractor shall not be entitled to any compensation suffered by him on account of delays in commencing or executing the work whatever the cause of delay may be, including delays arising out of modifications to the work entrusted to him or in any subcontracts connected therewith or delays in awarding contracts for other trades of the project or in commencement or completion of such other works or in procuring Government controlled or other building materials for any other reasons whatsoever. The Owner shall not be liable for any sum besides the tender amount, subject to such variations as are provided for here in and as instructed by Consultants/ Owner. However, necessary time extension will be given if the delays are not attributed to the Contractor.

ARTICLES OF AGREEMENT

Made atthis.....day
of.....2025...Between.....
..... (Hereinafter referred to as the Owner which expression
shall include its heirs, Executors, Administrators & Assignees) of the one part and
.....
..... (Hereinafter referred to as the
Contractor which expression shall include his heirs, Executors, Administrators &
Assignees) of the other part

WHEREAS the Owner is desirous of carrying out **EXECUTION OF AIR-
CONDITIONING OF 10M AIR RIFLE RANGE AT YPS PATIALA**,. and the priced
Schedule of quantities have been signed by or on behalf of the parties hereto and
WHEREAS the Contractor has agreed to execute upto and subject to the conditions
set forth herein (hereinafter referred to as “the work shown upon the said Drawings”
and described in “the said Specifications & scope of work” and the said “Priced
Schedule of Quantities at the respective Rates mentioned in the Priced Schedule/
Purchase Order of Quantities attached.

And WHEREAS the Contractor has agreed to submit the performance guarantee
to YPS PATIALA for Rs. (Rupees.....
.....Only)
by him as performance guarantee for the due fulfillment of the contract to the
satisfaction of the owner (YPS PATIALA)

NOW IT IS HEREBY AGREED AS FOLLOWS:

- (1) In consideration of the payments to be made to the Contractor as hereinafter provided he shall upon and subject to the conditions of contract execute and complete the works shown upon the said drawings and such further detailed drawings as may be furnished to him by the said Consultants/Owner and described in the Specifications & scope of work and the said Priced Schedule of Quantities.
- (2) The Owner shall pay the Contractor such sums as shall become due and payable hereunder at the times and in the manner specified in the said conditions.
- (3) The tender drawings, agreement, documents, scope of work and terms and conditions of NIT above mentioned shall form the basis of this Contract and the decision of the owner for the time being as mentioned in the Conditions of the Contract in reference to all matters of dispute as to the material, workmanship or account and as to the intended interpretation of the clauses of this agreement or any other document attached hereto shall be final and binding on both parties.

- (4) The Owner reserves the right of altering the drawing and nature of work and of adding to or omitting any items of work and of having portions of the same carried out departmentally or otherwise and such alterations or variations shall be carried out without prejudice of this contract.
- (5) The said Contract comprises the work above mentioned and all subsidiary works connected there to within the same site as may be ordered to be done from time to time by the said Owner or the other Owner for the time being even though such works may not be shown on the drawings or described in the said specifications or the Priced Schedule of Quantities.
- (6) Time shall be considered as essence of the agreement and the contractor hereby agrees to commence to work as soon as his tender is accepted by YPS PATIALA by issuing LOI / WO / PO and the site is handed over to him as provided in the said conditions and agrees to complete the work within the period 6 months from the date of such handing over the site.
- (7) The said conditions shall be read and construed to be forming part of this agreement and the Parties hereto will respectively abide by and submit themselves to the conditions and stipulations and perform the agreement on their parts respectively in such conditions contained.
- (8) All disputes arising out of or in any way connected with this agreement shall be deemed to have arisen in Patiala and only the courts in Patiala alone shall have jurisdiction to determine the same.
- (9) The arbitrator for fulfilling the duties set forth in the arbitration clauses as defined with tender conditions of contract.
- (10) Arbitration: The C o n t r a c t s h a l l b e g o v e r n e d b y , and construed in accordance with the laws of India. Any dispute which cannot be amicably settled by the parties may be submitted, by the owners, to the Director, YPS Mohali, the Arbitrator. The dispute will be settled following the provisions of Arbitration and Conciliation Act, 1996. Both Parties agree that the results and awards of any such arbitration shall be binding on both Parties. Venue of Arbitration shall be Patiala.

(11) The several parts of this contract have been read to us and fully understood by us.

As witness our hands this.....day of
.....2025.....

.....
Signed by the said Owner

.....
in the presence of

.....
Signed by the said Contractor

.....
In the presence of

-23-
FORM OF TENDER

(To be submitted by the Tenderer in letter head).

From :

To,
Headmaster
YPS PATIALA
Stadium Road, Patiala, Punjab 147001

Dear Sir,

- 1.0 Having examined the Tender documents consisting of the Tender notice, General Instructions to Tenderers, General Conditions of Contract, Special Conditions of Contract, specifications, plans, Drawings, scope of work Time Schedules, Form of Contract , form of tender, form of schedule Rates, Bill of Material etc., and having understood the provisions of the said tender documents and also having thoroughly studied the requirements of YPS PATIALA, related to the work tendered for in connection with the Execution of AIR-CONDITIONING OF 10M AIR RIFLE RANGE at YPS Patiala, and having conducted a thorough study of the job site involved, the site conditions, power, water, material and equipment availability, the transport and communication facility and the availability and suitability of borrow areas etc., we hereby submit our tender offer for the performance of proposed work in accordance with the terms and conditions and within the time mentioned in the tender documents at the rates included within the tender documents and based on application of the rates tendered in the accompanying schedule of rates to the relative quantities indicated in the form of schedule rates forming part of the tender documents.
- 2.0 If the work or any part thereof is awarded to me/us, I/we undertake to perform the work in accordance with the contract documents as defined in the form of contract forming part of the tender documents and accept the terms and conditions of contract as laid down therein and undertake that on receipt of acceptance of tender and on confirmation. I/We will deposit such sums as may be necessary under the terms of contract and abide by the terms of the tender. I/We will also sign the necessary contract and other documents to commence the work and execute the work as per the terms and conditions contained in the tender documents failing which YPS PATIALA shall be at liberty, without further reference to me/us and without prejudice to any of its rights to terminate the contract and or to forfeit the earnest money deposit and take further course of action.
- 3.0 I/We further undertake to keep our tender offer open for a period of not less than 90 days from the due date of submission of the tenders as specified in the General Instructions to tenderer forming part of the tender documents.

- 4.0 I/We hereby undertake that the statements made herein/information above are true in all respects and that in the event of any such statement or information being found to be incorrect in particular, the same may be construed to be a misrepresentation entitling YPS PATIALA to avoid any resultant contract and take further action as may be justified. I/We confirm having deposited EMD of ₹.30,000/- in the form of DD no: dt Bank:

Yours faithfully,

Signature of the tenderer

Name and designation of the
Authorized person signing the Tender
on behalf of the Tenderer.

Name:

Designation.

Address.

Witness :

VOL – II

**GENERAL CONDITIONS
OF
CONTRACT (GCC)**

GENERAL CONDITIONS OF CONTRACT (GCC)

A: GENERAL

1.0 Definitions

1.1 In this contract, the following terms shall be interpreted as indicated:

- a) "The Contract" means the agreement entered into between the Owner and the Contractor, as recorded in the contract form signed by the parties, including all the attachments and appendices there to and all documents incorporated by reference therein.
- b) "The Contract Value" means the amount payable to the Contractor under the contract for the full and proper performance of its contractual obligations.
- c) "Contract Data" means any information provided in the Tender document and agreed to by the Contractor.
- d) "The Work" means all labor, materials, tools and plant, equipment including government taxes and transport, that may be required in preparation of and for and in the full and entire execution and completion of "the Work".
- e) "Services" means services ancillary to the execution of the work such as transportation and insurance, and any other incidental services, such as installation, commissioning, provision of technical assistance, training and other obligations of the Contractor covered under the contract.
- f) "GCC" means the General Conditions of Contract contained in this section.
- g) "SCC" means the Special Conditions of Contract.
- h) "The Owner" means the organization getting the work done, and or its representative
- i) "The Contractor" means the individual or the firm executing the work.
- j) "The Project Site" where applicable, means the place or places named in SCC.
- k) "Day" means calendar day.

2.0 Interpretation and Application

2.1 These general conditions shall apply to the extent that provisions in other parts of the contract do not supersede them.

2.2 In interpreting these Conditions of Contract, singular also means plural, male also means female or neuter, and the other way around. Headings have no significance. Words have their normal meaning under the language of the Contract unless specifically defined. The Owner will provide instructions clarifying queries about the Conditions of Contract.

2.3 If sectional completion is specified in the Contract Data, references in the Conditions of Contract to the Works, the Completion Date, and the Intended completion date are for the whole of the Works.

3.0 Standards

3.1 The works executed by the Contractor should be carried out in most professional manner, both as regards material and otherwise, in every respect, in strict accordance with the Technical Specifications. All materials and workmanship shall so far as procurable be of the respective kinds described in the priced schedule of quantities and/ or specifications and in accordance with the Owner's instructions, and the Contractor shall upon the request of the Owner, furnish them with all invoices, accounts; receipts and other vouchers to prove that the material procured complies therewith. When no applicable standard exist, the work shall be carried out as per the directions of the Owner. The Contractor shall at his own cost arrange for and / or carry out any test of materials which the Owner may require. In case of discrepancies in tender wording as regards the specifications of materials workmanship etc., written instructions will supersede the tender wording unless otherwise mentioned.

3.2 The Owner in their absolute discretion from time to time shall issue further drawings and/ or written instructions, details, directions and explanations which are hereafter collectively referred to as "the Owner's instructions" in regard to: -

- a) The variation or modification of the design quality or quantity of works or the addition or omission on any work.
- b) Any discrepancy in the drawings or between the schedule of quantities and / or drawings and /or specifications/ dimensions etc.
- c) The removal and / or re-execution of any works executed by the Contractor.
- d) The removal from the site of any materials brought thereon by the Contractor and the substitution of any other materials therefore / or rejection of the material brought on site.

4.0 Use of Contract Documents and Information

4.1 The Contractor shall not, without the Owners' prior written consent, disclose the contract or any provision thereof, or any specifications, plan, drawing, pattern, sample or information furnished by or on behalf of the Owner in connection therewith, to any person other than a person employed by the Contractor in performance of the contract. Disclosure to any such employed person shall be made in confidence and shall extend only so far, as may be necessary for purposes of such performance.

4.2 The Contractor shall not, without the Owner's prior written consent make use of any document or information enumerated in Para 5.1 except for the purposes of performing the contract.

4.3 All documents included but not limited to contract agreement shall remain the property of the Owner and shall be returned (in all copies) to the Owner on completion of the Contractor's performance under the contract, if so required by the Owner.

5.0 Performance Guarantee

Not Applicable

6.0 Program and Reporting

6.1 The contractor shall furnish to the Owner a bar chart laying down weekly targets to complete the project within stipulated time for approval within fifteen days from the date of receipt of notification of PO/WO. Weekly progress report shall be furnished to the Owner confirming the progress.

7.0 Assignment and Sub-contracting

7.1 The whole of the works included in the Contract shall be executed by the contractor and the contractor shall not directly or indirectly transfer, assign or underlet the contract or any part, share or interest therein without the written consent of the Owner.

7.2 No sub-contracting shall relieve the Contractor from the full and entire responsibility of the Contract or from the active superintendence of the work during their progress.

8.0 Contractor to provide everything necessary for proper execution of work

8.1 The Contractor shall provide everything necessary for the proper execution of the works according to the intent and meaning of the drawings, priced schedule of quantities and specifications taken together whether the same may or may not be particularly shown or described therein provided that the same can reasonably be inferred there from. If the Contractor finds any discrepancy therein he shall immediately and in writing refer the same to the Owner whose decision shall be final and binding. Further, if any sample(s) of material(s), fittings, fixtures or finished item(s), to be used in the works, has/have been called for from the contractor, no work related to it/these shall be executed unless the same has/ have been approved by the Owner failing which no payment shall be made to the contractor on this account. Any sample, duly approved by the Owner shall become part of the supply to be used in "the works".

8.2 The Contractor shall supply fix and maintain at his cost, during the execution of any works, all the necessary power supply, water supply, scaffolding, watching and lighting by night as well as by day, required not only for the proper execution but also for protection of the public and the safety of any adjacent roads, streets, pavements, walls houses, building and other erections, matters or things.

- 8.3** Throughout the execution of the work, the Contractor or his representative duly authorized and fully responsible and technically conversant with the work under this agreement, acting on his behalf shall be available at the site for supervising the work. Any material, T & P brought to the site for bona fide use of the Project shall not be removed/ shifted from the site without the prior written permission of the owner.
- 8.4** Whenever required by the Owner the Contractor shall provide drawings / details before execution of work and get them approved by the Owner.
- 8.5** Wherever the specifications of any item indicate the usage of approved equivalent of any material, the Contractor shall get the sample of the equivalent material approved from the Owner before execution. The approval of the equivalent material is entirely at the discretion of the owner.
- 9.0** The contractor shall not be allowed to construct huts for accommodation of his employee or workmen, within the site area. The contractors employees or workmen will not be allowed to stay overnight at the site area.
- 9.1** The security of the contractor's equipment and materials is his own responsibility. The Owner accepts no liability for loss or damage to the contractor's plant, tools and tackles & materials.
- 9.2** The materials issued to the contractor by the Owner will remain under the custody of contractor as a trustee. However, title on the same will remain with the Owner. The contractor will be responsible for loss or damage to such materials and shall preserve them in good working conditions as required for the contract and good execution practices till such time that they are incorporated in the works and erected, aligned and fully installed in position and handed over to the Owner. In case the Owner feels that arrangements made by the contractor are not

adequate he shall so advise the contractor and the contractor shall promptly take corrective action. In case the contractor fails to take corrective action, Owner shall take such corrective actions and recover the cost thereof from the contractor's bills. Accounts of such material on completion of work shall be rendered and surplus material returned to the Owner as per instructions of Owner.

- 9.3** The contractor shall clear away periodically or as instructed by Owner any rubbish, scrap materials, etc. and dump the same in the authorized dump sites notified by local authority or area indicated by the Owner. All construction materials shall be neatly stacked in an orderly manner as directed by the Owner and care shall be taken to allow proper access to workmen and easy movement of men, vehicles, cranes and materials.
- 9.4** The contractor shall not permit the entry to the site of any person not directly connected/concerned with the work without first having obtained the written permission of Owner.
- 9.5** All items such as instructions and other pertinent data regarding erection/commissioning and maintenance should be typed and classified for transmittal in a manner approved by the Owner.
- 9.6** All employees of the contractor shall conform to rules of conduct, etc. established; failure to do so will be sufficient cause for removal of such person from the site.
- 16.0** The hours of work at the site shall be decided by the Owner and contractor shall adhere to the same.
- 16.1** All contractors' employees shall wear safety shoes, helmet, goggles, hand gloves, nose masks and any other required personal protection equipment such as identification marks as may be provided by contractor on work site and duly approved by Owner.

17.0 Working and Safety Regulations

17.1 The contractor shall observe all statutory, safety, and legal requirements / regulations issued by Central and State Governments applicable to the work as well as any local regulations applicable to the site.

17.2 The contractor has to fulfill the safety obligations at site and ensure that all safety equipment required for the execution of the work is available and used by the workmen at site.

17.3 Required safety signage and other requirement as per safety norms must be compiled as per the instructions of the Owner.

17.4 A qualified person in charge of safety should be posted at the site by the contractor to take care of the safety related issues during the execution period with regard to workmen and material. Failure to employ the safety person will invite suitable deductions from the bills.

17.5 The contractor shall be responsible for the provision of all safety notices safety equipments including the safety gadgets for his workmen required by both the relevant legislation and such as the Owner may deem necessary. While working at heights, safety belts, nets, and safety helmets shall necessarily be used.

18.0 Particular attention is drawn to the following: In case of accident, the Owner shall be informed in writing forth with and First-Aid, Hospitalization shall be provided by the Contractor. The contractor shall strictly follow regulations laid down by Govt. and State authorities in this regard and all cases are to be defended By the Contractor. The Owner shall not entertain any insurance claims.

18.1 Compliance with all electricity regulations should be ensured.

18.2 Compliance with statutory requirements for inspection and test of all lifting appliances and auxiliary lifting gear is to be ensured.

18.3 Staircase, doors or gangways shall not be obstructed in any way that will interfere with means of access of escape.

19.0 Contractor's Risks

19.1 All risks of loss or damage to physical property and of personal injury and death which arise during and in consequence of the performance of the Contract are the responsibility of the Contractor.

19.2 The Contractor shall be responsible for injury to persons if any, animals or things and for all damages to the structural and/or decorative part of property which may arise from the operations or neglect of himself or of any sub-contractor or of any of his or sub- Contractor's employees whether such injury or damage arises from carelessness accident or any other causes whatsoever in any way connected with the carrying out of the Contract. This clause shall be held to include inter alia any damage to buildings, whether immediately adjacent or otherwise and any damage to roads, footpaths, or ways as well as all damage caused to the buildings and the work forming the subject to this Contract by frost, rain or other inclemency of the weather. The Contractor shall indemnify the Owner and hold him harmless in respect of all and any 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 Government or otherwise and also in respect of an award of compensation or damages consequent upon such claim. The contractor shall make good all damages of every sort mentioned in the Clause, 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.

20.0 Insurance

20.1 The Contractor shall provide, in the joint names of the Owner and the Contractor, Insurance cover from the Start Date to the completion of work and handing over to the owner for the amounts and deductibles stated in the Contracted Amount for the following events which are due to the Contractor's risks and shall be covered under respective policies as under:

a) Contractor's All Risk Policy.

20.2 Third Party Insurance for four consecutive occurrences, The contractor shall provide workmen compensation policy, obtained in his name.

21.0 Contractor to remove all scrap / unwanted material etc immediately

21.1 All debris, packing materials or other matter shall be at once carted away by the contractor out of the premises/ site intimating the concerned authorities. Any material brought on site if found unsuitable / surplus shall be removed from site at once by the Contractor intimating the concerned authorities.

22.0 Inspections by Owner

22.1 The representative of the Owner at all times have free access to the works and /or to the workshops, factories or other places where materials are being prepared or executed for the Contract and also to any place where materials are lying or from which they are being obtained. No person except the representatives of Public authorities shall be allowed on the work at any time without the written permission of the owner. If any work is to be done at a place other than the site of the works, the Contractor shall obtain written permission of the owner for doing so.

- 22.2** The owner and their representatives shall have the right to test and/ or inspect the works to confirm their conformity to the contract, at all times, whenever in progress either on the site on the Contractor's premises wherever situated or any firm or company where work in connection with this contract may be in hand. All records, registers or documents relating to the works including materials used on works shall be kept open to the inspection of the Owner or his Authorized representative.
- 22.3** The Contractor shall get the quality of work done inspected for material and workmanship at different stages of execution as per instructions given by the owner or their representative from time to time. Any item of work done which is found not conforming to the Contract shall be rejected by the owner. The decision of the owner in such cases shall be final.
- 22.4** The inspections and tests may be conducted on the premises of the Contractor or at the Project site. When carried out on the premises of the Contractor or its sub-Contractor(s), all reasonable facilities and assistance including access to drawings and production data shall be furnished to the inspectors at no charge to the Owner.
- 22.5** Should any inspected items of work fail to conform to the specifications, the Owner shall communicate them and the Contractor shall either replace them or make all alterations necessary to meet specification requirements free of cost to the Owner.
- 22.6** The Contractor shall offer the Engineer or any representative of Owner every facility and assistance for examining the works and materials. The Engineer or any representative of the Owner shall have power to give notice to the Contractor or to his staff, of non-approval of any work or materials and such work shall be suspended or the use of such materials shall be discontinued until the decision of the owner. Such examinations shall not in any way exonerate the contractor from the obligations to remedy any defects which may be found to exist at any stage of the work or after the same is completed.
- 23.0 Claims for Extra or for Deviations**
- 23.1** The Owner shall not be responsible for the payment of any claim for extra work not included in the contract nor the Contractor shall be entitled to claim any addition to the contract sum in respect of any changes or alterations in the materials used unless the same shall have been ordered or sanctioned, as the case may be, in writing by the Owner.
- 24.0 Removal of Imperfect Work**
- 24.1** If, it shall appear that the work has been executed with unsound, imperfect or unskilled workmanship, or with material of any imperfect or any inferior quality or otherwise not in accordance with the contract document, the Contractor shall at his own cost rectify, reform, remove, or reconstruct the same, either in the whole or in part, as may be directed by the Owner, whether or not the value of any such work or materials shall have been included in any payment made to the Contractor.
- 24.2** The Contractor shall remove all debris etc., clean the floors and hand over the site quite clean on completion of the work to the satisfaction of the Owner.

25.0 Delay in the Contractor's performance

25.1 Execution of the work and performance of the services shall be done by the Contractor in accordance with the time schedule specified by the Owner in the Notice for Invitation of Tenders.

25.2 If, at any time during performance of the contract, the Contractor should encounter conditions impeding timely execution of the works and performance of services, the Contractor shall promptly notify owner/ the Consultants in writing of the fact of the delay, its likely duration and its cause(s). As soon as possible, after receipt of the Contractor's notice, the owner/Consultants shall evaluate the situation and may, entirely at its discretion, extend the Contractor's time for performance with or without liquidated damages.

26.0 Liquidated Damages

26.1 If the Contractor fails to execute any or all of the works or to perform the services within the period(s) specified in the contract, the Owner shall deduct from the contract value, as liquidated damages, a sum specified in the SCC for each week or part thereof delay until actual completion or performance, up to a maximum deduction of the percentage specified in SCC. Once the maximum is reached, the Owner may consider termination of the contract. The pro-rata progress envisaged and expected from the contractor shall be maintained, time being the essence of the contract.

27.0 Force Majeure

27.1 The Contractor shall not be liable for forfeiture of its performance security, liquidated damages or termination by default, if and to the extent that, its delay in performance or other failure to perform its obligations under the contract is the result of an event of Force Majeure.

27.2 For purposes of this clause, "Force Majeure" means an unforeseeable event beyond the control of the Contractor and is not because of the Contractor's fault or negligence. Such events may include acts of the Owner either in its sovereign or contractual capacity, wars or revolutions, fires, floods, epidemics.

27.3 If a Force Majeure situation arises, the Contractor shall promptly notify the Owner in writing of such conditions and the cause thereof. Unless otherwise directed by the Owner in writing, the Contractor shall continue to perform its obligations under the contract as far as is reasonably practical, and shall seek all reasonable alternative means for performance not prevented by the Force Majeure event.

28.0 Termination by Default

28.1 The Owner may without prejudice to any other right or remedy by a written notice (of fifteen days) of default sent to the Contractor, terminate the contract in whole or part:

- a) If the Contractor fails to complete any or all of the works within the period(s) specified in the NIT or any amendment thereof, or within any extension thereof granted by the Owner, or
- b) If the Contractor fails to perform any other obligation(s) under the contract,

28.2 In the event, the Owner terminates the contract in whole or in part, the Owner may procure, upon such items and in such manner as it deems appropriate, works or services similar to those unexecuted and the Contractor shall be liable to the Owner for any excess costs for such similar work or services. However, the Contractor shall continue the performance of the contract to the extent not terminated.

29.0 Termination for Insolvency

29.1 The Owner may at any time terminate the contract by giving written fifteen days notice to the Contractor, if the Contractor becomes bankrupt or otherwise insolvent. In this event, termination will be without compensation to the Contractor, provided such termination will not prejudice or affect any right of action or remedy which has accrued or will accrue thereafter to the Owner.

30.0 Termination for Convenience

30.1 The Owner, by written notice of fifteen days sent to the Contractor, may terminate the contract, in whole or in part, at any time for its convenience. The notice shall specify that the termination is for Owner's convenience, the extent to which performance of the Contractor under the contract is terminated, and the date upon which such termination becomes effective. The items of work those are complete and ready after the Contractor's receipt of notice of termination shall be accepted, if completed within the notice period, by the Owner at the contract terms and values. For the remaining works, the Owner may elect.

- a) To have any portion completed at the contract terms and value and/or
- b) To cancel the remainder and pay to the Contractor an amount, finalized by the Owner, for partially completed works and for materials and parts previously procured by the Contractor.
- c) The contractor shall obtain written permission from the owner to complete the incomplete items of work during the notice period.

31.0 Resolution of Disputes

31.1 The Owner and the Contractor shall make every effort to resolve amicably by direct informal negotiations any disagreement or dispute arising between them under or in connection with the contract. If, after thirty (30) days from the commencement of such informal negotiations, the Owner and the Contractor have been unable to resolve amicably a contract dispute, either party may require that the dispute be referred for resolutions to the formal mechanisms specified in the SCC. These mechanisms may include but are not limited to, Arbitration in accordance with rules of Arbitration Act and award made in pursuance thereof shall be binding on both the parties.

32.0 Governing law

32.1 The contract shall be governed by the laws of The Union of India for the time being in force. All disputes arising out of or in any way connected with this agreement shall be deemed to have arisen in Patiala and only the courts in Patiala alone shall have exclusive jurisdiction to determine the same.

33.0 Notices

33.1 Any notice given by one party to the other pursuant to this contract shall be sent to other party in writing to the other party's address specified in SCC. A notice shall be effective on the date on which it is delivered, or on the notice's effective date, whichever is later.

34.0 Dismissal of workmen

34.1 The contractor on request from the Owner, immediately dismiss from the works any person employed by him who may be found in the opinion of the Owner to be unsuitable or incompetent or who has shown misconduct.

35.0 Working Hours

35.1 Normal working hours shall be from 9.00 a.m. to 6.00 p.m. Any works of important nature should not be carried out on Sundays, Holidays and during nights. However permission to work beyond normal working hours can be granted by the Owner in exceptional circumstances to achieve the target schedule of completion.

B. TIME CONTROL

36.0 Programme

36.1 Within the time stated in the Contract Data the Contractor shall submit to the Owner for approval a Program showing the general methods, arrangements, order, and timing for all the activities in the works, along with weekly cash flow forecast.

36.2 An update of the Program shall be a program showing the actual progress achieved on each activity and the effect of the progress achieved on the timing of the remaining work including any changes to the sequence of the activities.

36.3 The Contractor shall submit to the Owner, for approval, an updated Program at intervals no longer than the period as stated in the clause. If the Contractor does not submit an updated Program within this period, the Owner may withhold the amount stated in the Contract Data from the next payment certificate and continue to withhold this amount until the next payment after the date on which the overdue program has been submitted.

36.4 The Owner's approval of the Program shall not alter the Contractor's obligations. The Contractor may revise the Program and submit it to the owner again at any time. A revised Program is to show the effect of Variations.

36.5 At any stage of work, Owner may award any item/part of item of work to contractor's workman/ external agency, if in their opinion, the progress of work is suffering because of that. The work done will be added to the Contractor's bill and the amount paid for the job will be deducted from the Contractor's account.

37.0 Delay and Extension of time

If in the opinion of the Owner the work be delayed:

(a) by force majeure **or**

(b) by reason of any exceptionally inclement weather **or**

(c) by reasons of owner's instruction **or**

(d) in consequence of the contractor not having received in due time necessary instructions from the Owner for which he shall have specially applied in writing **or**

(e) from other cause which the Owner may certify as beyond the control of the contractor the contractor shall request for approval by the Owner a fair and reasonable extension of time for completion of the Contract works. In case of strike or lockout the contractor shall as soon as may be given written notice thereof to the Owner, but the contractor shall nevertheless constantly use his endeavors to prevent delay and shall do all that may reasonably be required to the satisfaction of Owner to proceed with the work.

38.0 The Contractor shall offer the Engineer or any representative of Owner every facility and assistance for examining the works and materials. The Engineer or any representative of the owner shall have power to give notice to the Contractor or to his staff, of non-approval of any work or materials and such work shall be suspended or the use of such materials shall be discontinued until the decision of the owner. Such examinations shall not in any way exonerate the contractor from the obligations to remedy any defects which may be found to exist at any stage of the work or after the same is completed.

39.0 The contractor shall maintain a site order book at site for the purpose of quick communication between the contractor and owner. Any communication relating to the work may be conveyed through site order book. Such a communication from one party to other shall be deemed to have been adequately served in terms of contract. Each site order book shall have machine numbered pages in triplicate, and shall be carefully maintained and preserved by the contractor, and shall be made available to the owner as and when demanded. Any instructions which the Owner may like to issue to the contractor or the contractor may like to bring to the owner two copies of such instructions shall be taken from the site order book and will be handed over to the Owner and the third copy will be retained with contractor.

40.0 Infrastructure

40.1 For storage of materials, contractor has to provide at his own cost sufficient fenced and covered appropriate area on site for storage of above materials with lock and key arrangement.

40.2 Contractor to provide required quantity of portable water for his workers and staff.

41.0 Governing language

41.1 The contract shall be written in English language. All correspondence and other documents pertaining to the contract that are exchanged by the parties shall be written in the same language.

C. QUALITY CONTROL

42.0 Identifying Defects

42.1 The Owner shall check the Contractor's work and notify the Contractor of any defects that are found. Such checking shall not affect the Contractor's responsibilities. The Owner may instruct the Contractor to search for a defect and to uncover and test any work that the Owner consider may have a defect.

43.0 Correction of Defects

43.1 The Owner shall give notice to the Contractor of any defects before the end of defects liability period, which begins at Completion and is defined in the Contract Data. The defects liability period shall be extended for as long as defects remain to be corrected.

43.2 Every time notice of defect is given, the Contractor shall correct the notified Defect within the length of time specified by the Owner's notice.

44.0 Uncorrected Defects

44.1 If the Contractor has not corrected a defect within the time specified in the Owner's notice, the Owner will assess the cost of having the defect corrected, and the owner will realize the cost of rectification from the contractor's bill.

45.0 Schedule of Quantities:

46.1 The Schedule of Quantities shall contain items for the air-conditioning of 10m air rifle range and associated works specified in the tender.

46.2 The Schedule of Quantities is used to calculate the Contract Price. The Contractor is paid for the quantity of the work done at the rate in the priced Schedule of Quantities for each item.

47.0 No escalation shall be payable on any account.

D: FINISHING THE CONTRACT

48.0 Completion Certificate

48.1 The Contractor shall request the Owner to issue a Certificate of Completion of the Works and the Owner will do so upon deciding that the Work is completed.

49.0 Taking Over

49.1 The Owner shall take over the Site and the Works after Completion, subject to satisfaction of owner in regard to completion of work. Before handing over the site, the contractor must obtain a site clearance certificate from the Owner.

50.0 No Claim Certificate

50.1 No claim certificate shall be submitted by the Contractor as per YPS PATIALA format along with the final bill (if the final bill is correct and complete).

51.0 Taxes

51.1 Taxes to be deducted at source and charges for WCT/ Cess will be issued to the contractor. The contractor will be required to deliver the cheque to the concerned authorities, and the acknowledgement is to be deposited with YPS PATIALA.

VOL – III

**SPECIAL CONDITIONS
OF
CONTRACT (SCC)**

SPECIAL CONDITIONS OF CONTRACT (SCC)

The following Special Conditions of Contract are supplementary, to the General Conditions of Contract. Whenever there is a conflict, the provisions herein shall prevail over those in the General Conditions of Contract.

1.0 DEFINITION

(A) Owner means

Headmaster, Yadavindra Public School Patiala, Stadium Road, Patiala, Punjab 147001

Site means the project site situated at YPS , Stadium Road, Patiala, Punjab 147001

2.0 PERFORMANCE GUARANTEE FOR EXECUTION OF CONTRACT

Not applicable

3.0 PAYMENTS

Following terms of payment shall be applicable –

3.1 Security Deposit (SD)

a) Security@ 5% will be retained from the running bills and the final bill of the contractor. The earnest money shall be converted into security deposit, so that total security deposit including the earnest money shall amount to 5% of the work done, which will be returned after 12 months of actual completion of work and after successful completion of the defect liability period.

b) No Interest is payable on the Security Deposit.

3.2 Payment Terms – Supply of Materials: 70% to be paid on delivery of material at site subject to verification and submission of invoice and inspection along with the relevant following documents mentioned :

I) Deduction:-

- a) Statutory deductions like TDS, VAT (WCT), and service tax if any shall be deducted.
- b) Adjustment of any excess / short payment made in the earlier bills, at the time of making payments.
- c) Value of chargeable materials if any issued by the Owner.
- d) Any other recovery if due as per tender terms & conditions.
- e) 5% of the bill value as Security Deposit.

II) Documents:-

- a) Computerized detailed measurements, Running Accounts Bills and Final Bill will be Prepared by contractor and submitted to YPS PATIALA for verification and approval.
- b) YPS PATIALA gate entry documents.
- c) Relevant test, type test, joint inspection reports warranty and guarantee Certificate for the items supply as per quality criteria mentioned tender document.
- d) GST Service Tax registration number.
- e) Indemnity Bond in standard pro forma to indemnify the Owner against all risks arising during the performance of the contract.
- f) Challans / receipts of taxes paid to statutory authorities i.e., labor cess, VAT (WCT) etc.
- g) A Certificate towards the effect that minimum Technical and Safety man power was employed for the work execution Certified by the YPS PATIALA representative as per the Tender Clauses.
- h) Undertaking for compliance of all labor laws.

3.3 Payment of Bills for installation, erection, testing, integration, successful commissioning of integrated system in total and ready for handing over to YPS PATIALA : 20% of the Bill amount for the materials quoted will be paid after joint inspection / measurements by the Owner for installation, erection, testing, integration, successful commissioning of integrated system in total and ready for handing over to YPS PATIALA by the contractor and submission of following document :

I) Deduction:-

- a) Deduction of the Value of chargeable materials if any issued by the Owner.
- b) Statutory deductions like TDS, VAT (WCT), and service tax if any.
- c) Any other recovery if due as per tender terms & conditions.
- d) 5% of the bill value as Security Deposit.
- e) Adjustment towards any excess / short payment made in the earlier bills.

II) Document:-

- a) Relevant test, type test, joint inspection reports warranty and guarantee Certificate for the items installed, integrated & commissioned as per quality criteria mentioned tender document.
- b) YPS PATIALA gate entry documents if any.
- c) Computerized detailed measurements, Running Accounts Bills and Final Bill will be Prepared by contractor and submitted to YPS PATIALA for verification and approval.
- d) A Certificate issued by the YPS PATIALA that total supply and erection works are complete in all aspects.

3.4 Payment of Bill – Performance testing of total integrated system – final Payment / bill: Balance 10% of the materials bill shall be paid after performance testing of total integrated system for two months in all respect.

The final bill complete in all respect shall be submitted by the contractor within 60 days from the completion of the work. The bill should be accompanied with the following documents.

I) Deduction:-

- a) Statutory deductions like TDS, VAT (WCT), and service tax if any shall be deducted YPS PATIALA reserves the right to adjust any excess / short payment made in the earlier bills, at the time of making payments.
- b) 5% of the bill value as Security Deposit.
- c) Adjustment of any excess / short payment made in the earlier bills, at the time of making payments.
- d) Electricity and Water will be supplied by the school.
- e) Value of chargeable materials if any issued by the Owner.

II) Document:-

- a) Final acceptance certificate issued by YPS PATIALA /Owner.

3.5 Defects Liability Period: 12 calendar months from the date of Issue of Final completion certificate/Acceptance of work by YPS PATIALA.

3.6 Increase in cost: Quoted prices are firm and no escalation charges on any account are allowed in this work. No claim will be entertained on this account in future.

3.7 Disallowance of payment:

If payment has been made for any item but later on some defect is noticed, Owner is authorized to disallow payment of the subsequent bill till rectification / replacement of the item.

4.0 ESCALATION

No Escalation shall be paid on any account.

5.0 LIQUIDATED DAMAGES

0.5% per week of delay up to a maximum of 5% (Five percent) of the Contract value from the stipulated date of completion.

6.0 NOTICES

For the purpose of all notices, the following shall be the address of the Owner and the Contractor.

Owner:

The Headmaster

Yadavindra Public School, Stadium Road, Patiala, Punjab 147001

Contractor: _____

(To be filled in at the time of Signing of the Contract)

7.0 LABOUR

- 7.1** The Contractor shall make his own arrangements for the engagement of all staff and labor, local or other, and for their payment, housing, food, transport etc. No labor to stay at site.
- 7.2** The Contractor shall, if required by the owner deliver to the owner a return in detail, in such form and at such intervals as the owner may prescribe, showing the staff and the numbers of the several classes of labor from time to time employed by the Contractor on the Site and such other information as the owner may require.
- 7.3** Compliance with labor regulation: During continuance of the contract, the Contractor and his sub Contractors shall abide at all times by all existing labor enactments and rules made there under, regulations, notifications and bye-laws of the State or Central Government or local authority and any other labor law (including rules), regulation by laws that may be passed or notifications that may be issued under any labor law in future either by the State or the Central Government or the local Authority. The Contractor shall keep the Owner indemnified in case any action is taken against the Owner by the competent authority on account of contravention of any of the provisions of any Acts or rules made there under, regulation or notifications including amendments. If the Owner is caused to pay or reimburse, such amount as may be necessary to cause or observe, or for non-observance of the provisions stipulated in the notifications/bye laws/Acts/Rules /regulations including amendments, if any, on the part of the Contractor, the owner shall have the right to deduct from any money due to the Contractor including his amount of performance security. The Owner shall also have right to recover from the Contractor any sum required or estimated to be required for making good the loss or damage suffered by the Owner
- 7.4** The employees of the Contractor and the Sub-Contractor in no case shall be treated as the employees of the Owner at any point of time.
- 7.5** No labor shall stay at site. Temporary storage space provision should be made by contractor.
- 7.6** The rates shall be complete in all respects i.e. inclusive of all taxes, local taxes, work contract tax, Insurance charges nothing on any account shall be paid over the approved rate.
- 7.7** All specialized and specific jobs shall be carried out by approved agencies/vendors only.
- 7.8** The Contractor shall arrange temporary drinking water and sanitation facilities for his workmen.
- 7.9 Fair Wage Clause**
- I. The contractor shall pay not less than fair wages to laborers engaged by him on the work.
 - II. "Fair" wages means wages whether for time or piecework notified by the Government from time to time for the locality of work.

- III. The contractor shall notwithstanding the revisions of any contract to the contrary cause to be paid to the labor directly engaged on the work including any labor engaged by the sub-contractor in connection with the said work, as if the laborers had been directly employed by him.
- IV. In respect of labor directly or indirectly employed in the works for the purpose of the contractor's part of the agreement the contractor shall comply with the rules and regulations on the maintenance of suitable records prescribed for this purpose from time to time by the Government. He shall maintain his accounts and vouchers on the payment of wages to the laborers to the satisfaction of the Owner.
- V. The Owner shall have the right to call for such record as required to satisfy himself on the payment of fair wages to the laborers and shall have the right to deduct from the contract amount a suitable amount for making good the loss suffered if any by the worker or workers by reason of the "fair wages" clause to the workers.
- VI. The contractor shall be primarily liable for all payments to be made and for the observance of the regulations framed by the Govt., from time to time without prejudice to his right to claim indemnity from his sub-contractors.
- VII. As per contract labor (Regulation and abolition) Act. 1970 the contractor has to produce the license obtained from the licensing officers of the labor department along with the tender. Any violation of the conditions above shall be deemed to be a breach of his contract.
- VIII. Equal wages are to be paid for both men and women if the nature of work is same and similar.
- IX. The contractor shall arrange for the recruitment of skilled and unskilled labor local and imported to the extent necessary to complete the work within the agreed period as directed by the Owner.

8.0 SAFETY MEASURES

- I. The contractor shall take necessary precautions for safety of the workers and preserving their health while working in such jobs, which require special protection and precautions. The following are some of the measures listed but they are not exhaustive and contractor shall add to and augment these precautions on his own initiative where necessary and shall comply with directions issued by the Owner or on his behalf from time to time and at all times.
- II. Providing protective foot wear, Goggles, nose masks, electrical hand Gloves, helmet to the workers as per the site requirement.
- III. Getting the workers in such jobs periodically examined for chest trouble due to too much breathing in to fine dust.

- IV. Taking such normal precautions like fencing and lighting in excavation of trenches, working at heights, during night time etc. as per the site requirement.
- V. Supply work men with proper belts, ropes etc., when working in precarious slopes and heights etc. as per the site requirement.
- VI. Avoiding un-insulated electrical wire etc., as they would electrocute the workers.
- VII. Taking necessary steps towards training the workers concerned on the machinery before they are allowed to handle them independently and taking all necessary precautions in and around the areas where machines hoists cable pulleys, rollers, hydraulic tools etc. are working.
- VIII. The Contractor should isolate the work spot by providing safety barricades, Signage boards etc.

9.0 FIRE FIGHTING MEASURES

- a) The contractor shall provide and maintain adequate firefighting equipment and take adequate fire precaution measures for the safety of all personnel and temporary and permanent works and shall take action to prevent damage and destruction by fire of trees shrubs and grasses.
- b) Separate payment will not be made for the provision of fire prevention measures.

11.0 RESOLUTION OF DISPUTES & ARBITRATION

- 11.1** All disputes, other than quality, quantity, workmanship, specification, design, drawing, extension of time and rates for extra items, arising out of or relating to this contract whether arising during the progress of the work or after cancellation, termination, completion or abandonment thereof shall be dealt with as mentioned herein after. The decision of Owner on the above said excepted matters shall be final and binding.
- 11.2** If the contractor considers any work demanded of him to be outside the requirements of the contract or disputes any drawings, record or decision given in writing in connection with or arising out of the contract or carrying out of the work, he shall promptly within 15 days request the Owner in writing for written instruction or decision. If the Contractor is dissatisfied with this decision, the Contractor shall within a period of 30 days from receipt of the decision, give written notice to Headmaster YPS Patiala, Stadium Road, Patiala, Punjab 147001.
- 11.3** for appointment of Arbitrator failing which the said decision shall be final binding and conclusive and not referable to adjudication by the Arbitrator. Except where the decision has become final, binding and conclusive in terms of Sub Para (i) above disputes or difference shall be referred to The Director, YPS Mohali, Punjab, appointed as sole Arbitrator by the Headmaster YPS Patiala.

- 11.4** If the arbitrator so appointed is unable or unwilling to act or resign his appointment or vacates his office due to any reason whatsoever another sole arbitrator shall be appointed in the manner aforesaid. Such person shall be entitled to proceed with the reference from the stage at which it was left by his predecessor.
- 11.5** It is a term of this contract that the party invoking arbitration shall give a list of disputes with amounts claimed in respect of each dispute along with the notice for appointment of arbitrator.
- 11.6** It is also a term of this contract that no person other than a person appointed by such The Headmaster, YPS Patiala, Punjab as aforesaid should act as arbitrator and if for any reason that is not possible, the matter shall not be referred to arbitration at all.
- 11.7** It is also a term of this contract that if the contractor does not make any demand for appointment of arbitrator in respect of any claims in writing as aforesaid within 30 days of receiving the intimation from the Owner that the final bill is ready for payment, the claim of the contractor shall be deemed to have been waived and absolutely barred and YPS PATIALA shall be discharged and released of all liabilities under the contract in respect of these claims.
- 11.8** The arbitration shall be conducted in accordance with the provisions of the Arbitration and Conciliation Act, 1996 (26 of 1996) or any statutory modifications or reenactment thereof and the rules made there under and for the time being in force shall apply to the arbitration proceedings under this clause.
- 11.9** It is also a term of contract that a simple interest of not more than 6% shall be applicable on the award.
- 11.10** The fees of arbitration and cost of proceeding shall be shared equally by both the parties.
- 12.0 QUANTITY OF WORK**
The quantities mentioned in the purchase order are only approximate in nature i.e., approximate quantified scope. Hence, the contractor **can't claim any compensation towards non-operation of part or total quantities and non-operated items listed in the Purchase Order.**
- 13.0 PROGRESS REPORT**
Weekly progress report along with photographs of work progress shall be submitted to the Owner on every Monday.
- 16.0 ACCIDENT OR INJURY TO WORKMEN**
- 16.1** YPS PATIALA shall not be responsible for any injury or loss of life of any worker of the contractor that may take place while on work. Any compensation or expenditure towards treatment for such loss of life or injury shall be the sole responsibility of the contractor.
- 16.2** The contractor is solely responsible for any damage injury or accident that may occur to any of his personnel working under this contract. He will not claim any compensation from YPS PATIALA.

17.0 PAYMENTS FOR QUANTIFIED ITEMS: Since the payments are based on actual site measurement, the contractors are advised to procure the materials based on actual site requirement. Payment will not be made for left out and unused materials.

18.0 TAXES

18.1 During the currency of the contract, deduction of TDS as applicable from the gross value of each bill of the contract.

18.2 The contractor's staff, personnel and labor will be liable to pay personnel income taxes in respect of their salaries and wages as are chargeable under the laws and regulations for the time being in force, and the contractor shall perform such duties in regard to such deductions thereof as may be imposed on him by such laws and regulations.

18.3 VAT, service tax and Labor Cess, as per rule will be borne by the contractor. Taxes to be deducted at source and cheques for service tax / WCT / Cess / will be issued to the contractor. The contractor will be required to deliver the cheque to the tax authorities, the acknowledgement of which will be deposited by the contractor with YPS PATIALA along with subsequent bill.

19.0 MATERIALS ENTRY

It would be necessary for the contractor to get his materials a gate entry authorization at the YPS PATIALA Main gate duly signed by the duty officer of YPS PATIALA. **These gate entry records must be submitted along with the bills.**

20.0 DETAILED WORKING DRAWINGS

20.1 The Contractor shall prepare his own detailed working drawings and get them approved by YPS PATIALA.

20.2 Cost of all drawings and details to be furnished by the Contractor shall be deemed to be included in his tendered rates of work. Approval of Drawings etc.. shall not be construed as authorizing additional work or increased cost to the company unless such additional works are authorized in writing by the YPS PATIALA.

20.3 After installation is completed, 3 sets of As built Drawings shall be prepared in full details along with soft copy in pen drive and submitted to YPS PATIALA.

21.0 REGULATIONS & STANDARDS

The installation shall conform in all respects to the Indian Standard Code of Practice for Electrical Installations. It shall also be in conformity with the current Indian Electricity Rules and Regulations and requirements of the local Electric Supply Authority in so far as these become applicable to the installation. Wherever the specifications of this tender document calls for higher standard of material and/or workmanship than those required by any of the above codes and regulations then this specifications shall take precedence over the said regulations and standards.

22.0 MANUFACTURER'S INSTRUCTIONS

22.1 Where manufacturers have furnished specific instructions relating to the materials used and procedural steps in this job, covering points not specifically mentioned in this document, those instructions shall be followed in all cases.

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SCOPE OF WORK

Scope of Work

1. **Scope of Work.** The tender includes the supply, installation, Testing & Commissioning of Variable Refrigerant Flow (VRF) System with Variable Evaporating Temperature (VET) Technology.

2. Total Associated Engineering Works (both supply & erection)

- (a) Ducting
- (b) Insulation,
- (c) AC grills
- (d) Control cables
- (e) Unit insulation
- (f) Copper piping with insulation
- (g) MS Channel

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Technical Description of BOQ Items
(Annexure I-Technical)
&
Approved Makes and Standards

BOQ FOR SITC OF VARIABLE REFRIGERANT FLOW (VRF) SYSTEM IN

THE UNDERGROUND SPORTS HALL

Sr No	Description of item	AU	Qty	Rate	Amount
VRF system					
1	VRF ODU – 10 HP side discharge	Nos	2		
2	8.00 TR ductible unit	Nos	2		
3	Air-conditioner control system corded remote	Nos	2		

BOQ FOR LOW SIDE WORK INSTALLATION

Ser No	Description of item	AU	Qty	Rate	Amount
1	Installation of Indoor Units Including fitting of Indoor Unit of Ductible Unit	Nos	2		
2	Vaccumising, gas charging, installation, testing & commissioning of outdoor units-10 HP	Nos.	2		
3	Suction Drier with Ball Valve Assembly	Nos.	2		
4	Refrigerant Piping				
	Supply, fixing, testing and commissioning of interconnecting copper refrigerant pipe work duly insulated (19/13 mm thick) with elastomeric nitrile rubber type tubular insulation between indoor & outdoor units. All piping inside the room shall be properly supported with hanger. Mandev, Totaline, Maxflow Insulation: Superloan, K Flex, A-Flex				
	19.05mm OD	RM	40		
	12.70mm OD	RM	40		
5	Transmission & Control Wiring, Belden				
	Providing & fixing control cum transmission wiring in medium duty PVC Conduit between indoor and outdoor units.				
(a)	2C x 0.5 Sqmm Control Cable	RM	40		
6	G. I Ducting, Tata, SAIL 24 gauge	sqm	120		
7	Thermal insulations on ducts Supplying and fixing of external thermal insulation on ducts with cross linked, closed cell, fire retardent, XLPE polyethylene foam insulation, tape & adhesive as required: A- Flex, K- Flex	sqm	60		
8	Accoustic Lining of Ducts				
	Supplying and fixing of acoustic lining of duct with open cell 9mm thick nitrile rubber insulation conforming to specification.	sqm	80		

Ser No	Description of item	AU	Qty	Rate	Amount
9	Supply, installation and testing of Powder coated Aluminium extruded grills for supply & return	sqm	6		
10	Canvas Connections	Nos	2		
11	Filters for Ductible Unit	Nos	2		
	Total				

APPROVED MAKES

Ser No	Item of Work	Make
1	Variable Refrigerant Flow (VRF) system with ODU 10 HP unit	Mitsubishi/Blue Star/Daikin/Hitachi
2	Cable & wiring	Havells
3	GI sheets for ducting	TATA, SAIL
4	Mild Steel members	TATA, SAIL
5	Copper Piping	Mandev/Totalline/Maxflow
6	Insulation	Superloan/K.Flex/A.Flex
7	PVC conduit	DIPLAST