

YADAVINDRA PUBLIC SCHOOL

PATIALA – 147001 (Pb) INDIA Phone – 0175-22130160, 2217631

Website : www.ypspatiala.in Email - headmaster@ypspatiala.in

NAME OF CLIENT	Headmaster Yadavindra Public School Patiala
NAME AND ADDRESS OF TENDERER	
NAME OF WORK	Provision and Fabrication of Partition for Air-conditioning in 10m shooting range hall
ESTIMATED COST	₹ 13.00 Lac
EARNEST MONEY	₹ 26,000/-
TIME LIMIT	30 days
PERIOD OF SALE OF TENDER DOCUMENTS	14 Apr 2025 To 21 Apr 2025
LAST DATE AND TIME FOR RECEIPT OF TENDER	21 Apr 2025 at 1300 hrs
DATE AND TIME FOR OPENING OF TENDER	21 Apr 2025 at 1500 hrs

Signature of Contractor

Signature of Client

INDEX

Contents	Page No
Tender Notice	3
General Instructions to Tenderer	4 – 10
Form of Tender	11
Memorandum	12
Articles of Agreement	13-14
Conditions of Contract	15 - 23
Special Conditions	24 - 25
Scope of Work	26
Bill of Quantities	27 - 28
List of Approved Makes	29

Signature of Contractor

Signature of Client

YADAVINDRA PUBLIC SCHOOL, PATIALA

TENDER NOTICE

Sealed tenders for item rate contract are hereby invited for provision and fabrication of partition of the below mentioned work:

Ser No.	Description	Approx. cost	Earnest money	Time Period
1	Provision and Fabrication of Partition for Air-conditioning in 10m shooting range hall	₹ 13.00 Lakh	₹26,000/-	30 days

Terms and conditions: -

1. Tender documents can be downloaded from school website www.ypspatiala.in free of cost on any working day from 14 Apr 2025 to 21 Apr 2025 between 0900 hrs to 1300 hrs.
2. Earnest money shall be accepted in the form of bank draft of any scheduled bank in the name of Headmaster, Yadavindra Public School, Patiala.
3. 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 rectification of snags/defects as certified by the Engineer incharge.
4. The tender accepting authority : The employer, does not bind itself to accepting the lowest or any tender, and reserves to itself the right to accept or reject any or all the tenders either in whole or in part, without assigning any reason for doing so.

HEADMASTER
YADAVINDRA PUBLIC SCHOOL
PATIALA

Signature of Contractor

Signature of Client

1. Instruction to Tenderer

1.01. The tenderer must submit his tender on the Tender form issued by Yadavindra Public School, Patiala.

1.02. Tender will be received upto 1300 hrs on 21 Apr 2025 in the School office. The tenders shall be opened at 1500 hrs on 21 Apr 2025 in the presence of tenderer(s) who may choose to be present at the time of the opening.

1.03. Tenders not accompanied by the earnest money will be summarily rejected.

1.04. The tenders shall remain valid for acceptance by the Client for a period of 90 days from the date of opening of the tenders.

1.05. Tender received after the time and date as stipulated in Para 1.02 above shall not be considered.

1.06. All required materials will be arranged by the contractor.

1.07. Working drawings are enclosed alongwith the tender document.

1.08. Rates quoted must be given clearly in figures and words separately. All cuttings and overwriting, if any, must be signed by the tenderer.

1.09. Electricity supply shall be provided by the school free of cost.

1.10. Tenderer quoting item rate should quote rates against each item.

1.11. All the materials will be got approved from Headmaster before use.

Signature of Contractor

Signature of Client

1.12. The work will be completed within the period mentioned in the notice tenders i.e. **30 days**. Otherwise penalty according to rules will be imposed.

1.13. All the material including T & P machinery for work will be arranged by the contractor at his cost and no extra payment on account of carriage brakage octrol will be payable to the contractor.

1.14. If the opening date happens to be a holiday the tenders will be received & opened on the next working day at the same time.

1.15. The tender form and all entries therein must be filled by hand in English language in blue/blace ink. The rates should be quoted against each item in the bill of quantities both in figures and words and amounts in figures only in the specified columns. The total amount should be written both in figures and words. In the case of rate in figures, the word "Rs" should be written before the figure of rupees and word "P" after the decimal figures e.g. "Rs." 5.25 " P " In case of words the word "RUPEES" should precede and the word "PAISE" should be written at the end, unless the rate is in whole rupees and closely followed by the word "ONLY". The rates and amount must invariably be quoted upto two places of decimal. **Any items other than those mentioned in the bill of quantities which are Intended to be got executed shall be executed on the pattern of Punjab CSR 2010 pattern. If any item is not included in Punjab CSR, then the contractor will submit the rate analysis of that item and get it approved.**

1.16. Rates quoted by the tenderer in figures and words should be accurately filled in so that there is no discrepancy in the two rates. In case the rates quoted in figures do not tally with rates quoted in words, the rates quoted in words shall be taken as correct.

1.17. Where the rates quoted by the tenderer in figures and in words tally but the amount are not worked out correctly, the rate quoted by the tenderer will be taken as correct not the amount and the corrected amount shall be considered.

1.18. In case a tenderer fails to mention any rate against any item, the same shall be executed at free of cost (zero) by the tender.

Signature of contractor

Signature of Client

1.19. The tender must be accompanied by the following document:

(a) A duly authenticated copy of the documents defining the constitution of the company, partnership or proprietorship firm which should include the names of the persons authorized to enter into contract on its behalf.

(b) Specimens signatures of the persons authorized to sign on behalf of company, partnership or proprietorship firm.

1.20. Each of the tender documents should be signed by the tenderer(s) in person or person(s) authorized by the tenderer having acquainted himself with the general conditions of contract, specifications, special conditions etc. as laid down. Any tender with any of the documents not so signed is liable to be rejected.

1.21. The client does not bind itself to accept the lowest or any tender and reserves to itself the right to accept or reject any or all the tenders, either in whole or in part, without assigning any reasons for doing so.

1.22 The tenderer is not allowed to make any modifications in the terms of the Notice Inviting Tenders, Form of Tender, Articles of Agreement, Conditions of Contract, Safety Code, Specifications, Specials Conditions, Bill of Quantities or Drawings etc. All these parts of tender documents should not contain any conditions/deviations/suggestions/alternative specifications or designs and only rates/amounts should be filled as explained in para 1.15 above. The tender documents in duplicate, should be put in a cover superscripting, The name of the work and the name of the Tenderer. The cover should be sealed with red wax.

1.23. Intending tenderers shall pay the earnest money the sum mentioned in the Notice Inviting Tenders in the form prescribed there in. A tender which is not accompanied with the requisite amount of earnest money in the prescribed form shall be summarily rejected.

1.24. The earnest money paid by the successful tenderer shall be held by the Client and shall become a part of the security deposit

Signature of Contractor

Signature of Client

1.25. The earnest money paid by the unsuccessful tenderer(s) shall be returned to them after thirty days of opening of tenders or when the works is awarded to any agency, whichever is earlier.

1.26. No interest shall be paid on the earnest money.

1.27. Security deposit shall be retained as stipulated in Memorandum of the Tender. No interest shall be payable on the security deposit.

1.28. A schedule of probable quantities in respect of each item of work and specifications are enclosed. The quantities mentioned in the said schedule are liable to alteration by way of omissions, deductions or additions at the discretion of the Architect or Client and they do not in any way assure the tenderer that the said probable quantities are correct or that the work would strictly correspond thereto. Payments will be regulated on the actual quantities of work done at accepted rates.

1.29. The tenderer must obtain at his own expense all the information's which may be necessary for the purpose of making his offer in this tender before entering into a contract and must examine the drawings and must inspect the site of the work and acquaint himself with all local conditions, means of access to the work, nature of the work and all matters pertaining thereto.

1.30. The rates quoted by the tenderer shall include all charges for clearing of site before commencement as well as after completion, water, electrical consumption, meters single/ double scaffolding as required, timbering, staging, fencing, boarding, plant and equipment, storage shed, lighting by night and watch and ward for day and night, protection of public and safety of adjacent Roads, Streets etc. and all other erections matters or things. The tenderer shall take down and remove any or all such scaffolding, staging, planking, timbering, strutting, shoring etc. as required or when ordered to do so and fully reinstate and make good all matters and things disturbed during the execution of work and to the satisfaction of the Engineer-in charge/architects. **The rates quoted shall be deemed to be for the finished work to be measured at site, tenderers must include in their rates, any Central, State Government or local Authority taxes as applicable. The Client will perform duties in regard to the deduction of all applicable taxes at source as per applicable law(s).**

Signature of Contractor

Signature of Client

1.31. GST, if applicable shall be paid by the contractor.

1.32. The tenderer shall not be entitled to any compensation for any loss suffered by him on account of delays in commencing or executing the work.

1.33. The work shall be carried out under the directions and overall supervision of and subject to the approval in all respects by the Engineer in Charge.

2. Protection of Environment

2.01. The contractor shall take all reasonable steps to protect environment on and off the site and to avoid damage or nuisance to persons or to property of the public or others resulting from pollution, noise or other causes arising as a consequence of his methods of operations. The contractor shall ensure the sprinkling of water over earth/ same stacks to avoid dust pollution.

2.02. The Contractor shall be responsible for the safety during all activities on the Site.

3. Time Control

3.01. A detailed Construction schedule for the work shall be submitted by the Contractor to the Engineer In Charge within 3 days from the date of allotment. The Construction Schedule submitted should cover all aspects i.e. from mobilization to close outs. The approved construction schedule shall be the benchmark for reviewing the progress.

3.02.. During the currency of work, if required revised schedule will be prepared depending upon the variations/additions/alterations, etc. The progress of work shall be reviewed periodically by the Engineer in Charge.

3.03. The Construction Schedule shall be tracked on weekly basis and the slippages are recorder for effective track and control of the project. The Engineer in Charge's approval of the Program shall not alter the Contractor's obligations.

3.04. The vendor should possess all statutory permission.

4. Safety Equipment

The Contractor shall provide all the personal protective equipments like safety helmets, safety boots/shoes, protective clothing, etc., at its own cost to the Client, Client Representatives, Engineer-in-Charge & their team within three days from the execution of the Letter Intent of the Tender.

Signature of Contractor

Signature of Client

5. Safety Codes

5.01. In respect of all labour, directly or indirectly employed on the Project for the performance and execution of the Contractor's Work under the Contract, the Contractor shall at its own expense arrange for all the safety provisions as listed in (i) safety codes of C.P.W.D. and Bureau of Indian Standards, (ii) The Electricity Act, (iii) The Mines Act, and Regulations, Rules and Orders made there under and such other Acts (Central or State) as applicable and shall hold the client harmless in these regards at all points in time.

5.02. All Precautions as stated in the safety clause are the minimum necessary and shall not preclude the Contractor taking additional safety precautions as may be warranted for the particular type of work or situations. **Also, mere observance of these precaution shall not absolve the Contractor of its liability in case of loss or damage to property or injury to any person including but not limited to the Contractor's labour at site, the Client, Client Representative's and Engineer-in-charge's representatives or any member of the public or resulting in the damage or death of any of these.** Protective gear such as safety helmets, boots, belts etc. shall be provided by the Contractor at its own cost to all its man-power at the Site. The Contractor shall impose such requirements on all Sub-Contractors and Vendors also. It shall be the responsibility of the Contractor to ensure that such protective gear is worn at all times by all personnel working at the Site during the term of the Project. The Client and Engineer-in-Charge/ Client Representative shall each have the right to stop any person not wearing such protective gear from working on the Site. In case the Contractor fails to make arrangements and provide necessary facilities as aforesaid, the Client shall be entitled to do so and recover the costs thereof from the Contractor. The decision of the Client Representative in this regard shall be final and binding on the Contractor.

6. LABOUR REGULATIONS:

6.01. Regulations: the Contractor shall be wholly and solely responsible for full compliance of the provisions under all the applicable labour laws and/or regulations such as Payment of Wages Act 1948, the Building and Other Construction Workers (Regulation of Employment and Conditions of Service) Act, 1996, Employees Liability Act 1938, Workmen's Compensation Act 1923, Industrial Disputes Act 1947, the Maternity Benefit Act 1961, the Employees Provident Funds and Miscellaneous Provisions Act, 1952, the Employees State Insurance Act, 1948 the Contract Labour (Regulation and Abolition) Act 1970 and the Factories Act 1948 or any modifications thereof any other law relating thereto and rules there under introduced from time to time. The Contractor shall assume liability and shall indemnify the Client from every expense, liability or payment by reason of the application of any labour law, act, rules or regulations existing or to

Signature of Contractor

Signature of Client

be introduces at a future date during the term of the Contract. Insurance cover towards the above shall be effected by the Contractor as called **vide General Conditions No. 02**. In general, in respect of all labour directly or indirectly employed in the Work for the performance of Contractor's part of the Contract, the Contractor shall comply with all the rules framed by the Government authorities concerned from time to time for protection of the health and welfare of the workers. The Contractor shall obtain a valid license under the Contract Labour (R & A) Act 1970 and the Contract labour (Regulation and Abolition) Central Rules 1971 and under any other applicable laws/rules before the commencement of the Work and continue to have a valid license until the completion of the Project.

6.02. The contractor shall submit proofs of compliance to all statutory laws as applicable to the Engineer-in-Charge as and when asked for.

7. Child Labour:

The Contractor shall not employ any labour less than 18 years of age on the job. In female labour is engaged, the Contractor shall make necessary provisions at its own expense for safeguarding and care of their children and keeping them clear of the Site. No children shall be permitted on the Site.

8. Payment of wages:

The Contractor shall be responsible for the payment of wages to the labour employed by him either directly or through Sub- Contractors, wages not less than minimum wages as defined in the relevant local labour regulations or as per the provisions of Contract Labour (Regulation and Abolition) Act 1970 and the Contract Labour (Regulation and Abolition) Act 1970 and the Contract Labour Regulation and Abolition of Central Rules 1971, wherever applicable. The contractor shall so abide by the provisions of the Payment of Wages Act, the Minimum Wages Act and other labour laws and regulations applicable to the labour engaged in the Work, as laid down by the concerned local authorities. The Contractor shall, within, 7 days of issuance of Letter of Intent, furnish a copy of the current minimum wages applicable to the workmen engaged on the Project, as circulated notified by the State for all trades in its work.

I/We hereby declare that I/We have read and understood the above instructions for the guidance of tenderer.

Dated:

Signature of Tenderer

Signature of Client

Witness

FORM TENDER

The Headmaster
Yadavindra Public School,
Patiala

Dear Sir,

Having duly examined the tender documents including the drawings, specifications designs. Schedule of quantities relating to the works specified in the underwritten memorandum and having visited the site of the said work and having acquired all the requisite information relating thereto as affecting this tender, I/We hereby offer to execute the work specified in the underwritten memorandum within the time specified therein at the rates specified in the bill of quantities and in accordance, in all respects, with the specifications designs, and instructions in writing of the architect and Client as referred to in the notice inviting tenders, general instructions to tenderers, articles of agreements, specifications, special conditions, the schedule of quantities and conditions of contract besides all legal compliances.

Signature of the Contractor

Signature of Client

MEMORANDUM

1	Name of Work	Provision and fabrication of partition for air-conditioning of 10m shooting range hall
2	Earnest Money	₹26,000/-
3	Security deposit	5% of each Bill
4	Percentage of security deposit to be deducted From running and final bills	The earnest money shall be converted into the security deposit to be deducted from running bill & final bill and such recoveries from running bill and final bill shall be made so that total security deposited Including the earnest money shall amount to the percentage set out in (4) above of the total work done. The same will be released after the completion of Defect Liability Period ie 12 months.
5	Time allowed for the work from after written order to Commence work.	30 days
6	Defect Liability Period	12 months from the date of completion i.e. after removing all the snags or final verification of contractor's final bill whichever is later.

Should this tender be accepted, in whole or part, I/We hereby agree to abide by and fulfil the terms and conditions annexed hereto in various parts of this tender document and/or in default thereof get forfeited and pay to Yadavindra Public School, Patiala, the sum of money mentioned in the said conditions. A sum of **Rs 26,000/-** in the shape of Bank draft is hereby forwarded as an earnest money drawn in favour of The Headmaster, Yadavindra Public School, Patiala.

I/We agree (i) that should I/We fail to commence the work after it is awarded to me/us within 5 days after written order to commence the work, the Client shall without prejudice to any other right or remedy, be at liberty to forfeit the earnest money otherwise the said earnest money shall be retained by him towards security deposit, (ii) to execute all the works referred to in the Tender documents upon the terms and conditions contained therein.

Dated : the _____ day of _____

SIGNATURE OF CONTRACTOR

CLIENT

Witness

Witness

Address

Address

ARTICLES OF AGREEMENT

ARTICLES OF AGREEMENT, made this the _____ day of _____ 2025, between the Headmaster, Yadavindra Public School, Patiala (hereinafter called the Employer) of the one part

And _____ of

(hereinafter called the contractor) of the other part.

Whereas the employer is desirous of provision and fabrication of partition for air-conditioning 10m shooting range hall at Yadavindra Public School at Patiala and has caused drawings and tender documents to be prepared by _____

(Herein after called "The Architects") And whereas the said drawings and the Public Works Department specifications 2020 edition Corrected up to date) / Architects specifications have been signed by or on behalf of the parties here to: AND Whereas the Contractor has agreed to execute subject to the conditions set forth in the Notice inviting Tenders, General instructions to the tenderers, General conditions of contract, particular specifications, special conditions, hereto attached (herein after referred to as "the said conditions"), the work shown upon the said drawings and described in the said specifications and included in the said bill of quantities for the sum of Rupees _____ Now IT IS HEREBY

AGREED AS FOLLOWS :

1. In consideration of the sum of Rupees _____ to be paid at the time and in the manner set forth in the said conditions the contractor will upon and subject to the said conditions execute and complete the works shown upon the said drawings and described in the said specifications and schedule of quantities.

Signature of the Contractor

Signature of Client

2. The employer will pay to the contractor the said sum of Rs. _____ or such other sum as shall become payable hereunder at the times and in the manner specified in the said conditions.

3. The said conditions specifications and priced bill of quantities shall be read and constructed as 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, specifications and priced schedule of quantities contained.

As witness our hand the day and year first above written. Signed by the said Employer: -
In the presence of: _____

Name _____

Name _____

Address _____

Address _____

Witness

Address

CONTRACTOR

EMPLOYER

Signed by the said Contractor

WITNESS

in the presence of

Name _____

Name _____

Occupation _____

Occupation _____

Address _____

Address _____

Signature of the Contractor

Signature of Client

CONDITIONS OF CONTRACT

Clause 1: Security Deposits:

The person whose tender will be accepted (here in after called the contractor) shall permit the employer at the time of making any payment to him for work done under the contract, to deduct such sum as will (with the earnest money deposited by him) amount to 5 % of all money so payable, and such deductions are to be held by the YADAVINDRA PUBLIC SCHOOL, Patiala by way of security deposit. All compensation or other sum of money payable by the contractor to Yadavindra Public School Patiala under the terms of his contract may be deducted from his security deposit or from any sums which may be due or may become due to the contractor by the employer on any account whatsoever and in the event of his security deposit being reduced by reasons of any such deduction the contractor shall within ten days thereafter make good in cash any sums which may have been deducted from his security deposit or any part thereof.

Clause 2 : 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.

Clause 3 : Force Majeure

3.0 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.

3.1 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.

3.2 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.

Signature of the Contractor

Signature of Client

Clause 4 Extension of time:

If the contractor shall desire an extension of the time for completion of the works on the grounds of his having been unavoidably hindered in its execution or on any other ground, he shall apply in writing to the Engineer-In charge of the work within 7 days of the date of hindrance but before the expiry of time limit, on account of which he desires such extension as aforesaid and the employer, if in his opinion (which shall be final) grounds shown are reasonable, shall authorise such extension of time, if any, as may in his opinion be necessary or proper.

Clause 5. A: Contractor to submit a return every week for any work claimed as extra:

The contractor shall deliver in the office of the Engineer In charge of work on every Monday, during the continuance of the work (covered by this contract), return showing the details of any work claimed for as extra, and such return shall also contain the value of such work as claimed by the contractor which value shall be based upon the rates and prices mentioned in the contract or in the schedule of rates (CSR). The contractor shall include in such monthly return particulars of all claims of whatever kind & arising out of any reason, which at the date thereof he has or may claim to have against the Engineer In charge/Architect of work under or in respect of, or in any manner arising out of the execution of work and the contractor shall be deemed to have waived all claims not included in such return and will have no right to enforce such claims not so included, whatsoever be the circumstances.

Clause 6: Final certificate:

Without prejudice to the rights of the institution under any clause herein after contained on completion of the work, the contractor shall be furnished with a certificate by the Engineer In charge of such completion but no such certificate shall be given nor shall the work be considered to be completed until the contractor shall have removed from, the premises on which the work shall be executed all scaffolding, surplus materials and rubbish and cleaned off the dirt from all wood work, doors, windows, walls, floors or other parts of any building in, upon or about which the work is to be executed or of which he may have had possession for the purpose of the execution thereof and the measurement in the said certificate shall be binding and conclusive against the contractor. If the contractor shall fail to comply with the requirements of this clause as to removal of scaffolding, surplus materials and rubbish, and cleaning off dirt on or before the date fixed for the completion of the work, the Engineer-In charge of the work may at the expense of the contractor get removed such scaffolding, surplus materials, and rubbish and dispose of the same as he thinks fit and get cleaned off such dirt as aforesaid, and the contractor shall fore with pay the amount of all expenses so incurred, and shall have no claim in respect of any such scaffolding or surplus materials as aforesaid except for any sum actually realised by the sale thereof.

Signature of the Contractor

Signature of Client

Clause 7: Payment on intermediate certificates to be regarded as advances:

No payment shall be made for works estimated to cost less than rupees ten thousand till after the whole of the works shall have been completed and a certificate of completion given. But in the case of works estimated to cost more than rupees one thousand the contractor shall on submitting the bill thereof be entitled and receive a payment proportionate to the part thereof approved and passed by the Engineer-In charge of work whose certificate of such approval and passing of the sum so payable shall be final and conclusive against the contractor. But all such intermediate payment shall be regarded as payments by way of advance against the final payment only and not as payments for work actually done and completed and shall not preclude requiring of bad, unsound and imperfect or unskilful work to be removed and taken away and reconstructed or re- erected or be considered as admission of the due performance of the contractor, or any part thereof in any inspect or the accruing of any claim, nor shall it conclude determine or affect in any way the powers of the institution Engineer In charge under these conditions or any of them as to the final settlement and adjustment of the account of otherwise or in any other way vary or affect the contract. The final bill shall be submitted by the contractor within one month of the date fixed for completion of the work.

Clause 8: Bills to be on printed forms:

The contractor shall submit all bills on the printed forms to be had on application form the office of Engineer-In charge and the charges in the bills shall always be entered at the rate specified in the tender or in the case of any work ordered in pursuance of these conditions and not mentioned or provided for in the tender at the rates here in after provided for such work.

Clause 9 : Works to be executed in accordance with specifications, drawings, orders etc.

The contractor shall execute the whole and every part of the work in the most substantial and workmanlike manner both as regards materials and otherwise in every respect in strict accordance with the specifications. The contractor shall also conform exactly fully and faithfully to the designs, drawing and instructions in writing relating to the work signed by the Engineer-In charge of work and lodged in his office and to which the contractor shall be entitled to have access or on the site of the work for the purpose of inspection during office hours and the contractor shall, if he so requires be entitled at his own expense to make or cause to be made copies of the specifications, and of all such designs, drawings and instructions as aforesaid.

Signature of the Contractor

Signature of Client

Clause 10 : Alteration in specifications and designs:

The Engineer-In charge of the work shall have the power to make any alterations in, omissions from additions to, or substitutions for the original specifications, drawings, design, and the instructions, that may appear to him to be necessary or advisable during the progress of the work, and the contractor shall be bound to carry out the work in accordance with any instructions, which may be given to him in writing signed by the Engineer-In charge of the work and such alterations, additions or substitutions shall not invalidate the contract and any altered, additional or substituted work which the contractor may be directed to do in the manner above specified as part of the work shall be carried out by the contractor on the same conditions in all respects on which he agreed to do the main work and at the same rates as are specified in the tender form of the main work. The time for the completion of the work shall be extended in the proportion that the altered, additional or substituted work bears to the original contract work and the certificate of the Engineer-In charge of the work shall be conclusive as to such proportion. And if the altered, additional or substituted work includes any class of work, for which no rate is specified in this contract, then such class of work will be carried out at the rates entered in the schedule rates applicable to the District and if such class of work is not entered in the schedule of rates of the Distt. subject to some percentage above or below as per items of work specified in the contract then the contractor within 7 days of the date of his receipt of the order to carry out the work, submit to Engineer-In charge of the work, the analysis of the rates based on Punjab PWD schedule of rates (CSR) pattern to charge for such class of work and if the Engineer-In charge/Architect of the work does not agree to his rate he shall, by notice in writing be at liberty to cancel his order to carry out such class of work and arrange to carry it out in such manner as he may consider advisable provided always that if the contractor shall commence the work or incur any expenditure in regard thereto before the rates shall have been determined as lastly herein before mentioned, then and in such case he shall only be entitled to be paid in respect of the work carried out or expenditure incurred by him prior to the date of the determination of the rate as aforesaid according to such rate or rates, as shall be fixed by the Engineer-In charge of work, in the event of a dispute the decision of the Employer shall be the final. Estimate of alteration should be intimated within 7 days.

Clause 11: No compensation for alteration in or restriction of work to be carried out:

If at any time, after the commencement of work the employer shall for any reason whatsoever not require the whole work as specified in the tender to be carried out, the Engineer-In charge of work shall give notice in writing of the fact to the contractor who shall have no claim to any payment or compensation whatsoever on account of any profit or advantage, which he might have derived from the execution of the work in full but which he did not derive in consequence of the full amount of the work not having been carried out, neither shall he have any claim for compensation by reason of any alteration having been made in original specifications, drawings, designs and instructions which shall involve any curtailment of the work originally contemplated.

Signature of the Contractor

Signature of Client

Clause 12: Action and compensation payable in case of bad work:

If it shall appear to the client of work or his subordinate in charge of the work that any work has been executed with unsound, imperfect, unskilful workmanship or with materials of any inferior description or that any materials or articles provided by him for the execution of the work are unsound, or of a quality inferior to that contracted for or otherwise not in accordance with the contract, the contractor shall, on demand in writing from the Engineer-In charge of work specifying the work materials or articles complained of notwithstanding that the same may have been in-advertently passed, certified and paid for, forthwith rectify, or remove and reconstruct the work so specified in whole or in part as the case may require or as the case may be, remove the material or articles so specified and provide other proper and suitable materials or articles at his own proper charge and cost, and in the event of his failing to do so within a period to be specified by the Engineer-In charge of work in his demand aforesaid, then the contractor shall be liable to pay compensation at the rate of one percent on the amount of the estimate for everyday not exceeding 10 days, while his failure to do so shall continue and in the case of such failure the Engineer-In charge of work may get rectified or removed and re-executed the work or get removed and replaced with other materials or articles as the case may be at the risk and expense in all respects of the contractor.

Clause 13: Works to be open to inspection:

All works under or in course of execution or executed in pursuance of the contract shall at all times be opened to the inspection and supervision of the Engineer-In charge of work and his subordinates and the contractor shall at all-times during the usual working hours, and at all other times at which reasonable notice of the intention of the Engineer-In charge of work or his subordinate to visit the works shall have been given to the contractor either himself be present to receive the orders and instructions or have a responsible agent duly responsible accredited in writing present for that purpose. Orders given to the Contractor's agent shall be considered to have the same force as if they had been given to the contractor himself.

Clause 14: Notice to be given before work is covered up:

The contractor shall give not less than 5 days notice in writing to the Engineer-In charge of work or his subordinate In charge of the work before covering up or otherwise placing beyond the reach of measurement any work in order that the same may be measured and correct dimensions thereof be taken before the same is so covered up or placed beyond the reach of measurement and shall not cover up or place beyond the reach of measurement and work without the consent in writing of the Engineer-In charge of work or his subordinate –In charge of the work and if any work shall be covered up or placed beyond reach of measurement before such notice having been given or consent obtained, the same shall be uncovered at constructor's expense, or in default thereof no payment or allowance shall be made for such work or the materials with which the same was executed.

Signature of the Contractor

Signature of Client

Clause 15: Contractor liable for damage done:

If the contractor or his work people or servants shall break, deface injure or destroy any part of the building, if they may be working on any building, road fence enclosure or grass land or cultivated ground contiguous to the premises on which the work or any part of is being executed or if any damage shall happen to the work while in progress from any cause whatever or any imperfections become apparent in it within the three months after a final certificate or order of its completion shall have been given by the Engineer-In charge of works as aforesaid, the contractor shall make the same good at his own expense or in default the Engineer-In charge of work may cause the same to be made good by other workmen and deduct the expense (which the certificate of the Engineer-In charge of work shall be final) from any sums that may be then, or at any time thereafter may become, due to the contractor, or from his security deposits.

Clause 16: Contractor to supply plant, ladders, scaffoldings:

The contractor shall supply at his own cost all material (except such special materials if any, as may in accordance with the contract be supplied from the employer), plant, tools, appliances, implements, ladders, cordage tackle, scaffolding and temporary works requisite or proper for execution of the work, whether original, altered or substituted and whether included in the specification or other documents forming part of the contract or referred to in these conditions or not, or which may be necessary for the purpose of satisfying or complying with the requirements of the Engineer-In charge of the work as to any matter to which under these conditions he is entitled to be satisfied, or which he is entitled to require to gather with carriage thereof to and from the work. The contractor shall supply without charge the requisite number of persons with the means and material necessary for the purposes of setting out works and counting, weighing and assisting in the measurement or examination at any time and from time to time work or materials. Failing his so doing, the same may be provided by the Engineer-In charge of work at the expense of the contractor and the expenses may be deducted from any money due to the contractor under the contract or from his security deposit.

Clause 17: No labour below the age of 18 years shall be employed on the work.

Clause 18: The contractor shall pay his labourers not less than minimum wages determined by the competent authority.

Clause 19 : Work on Sundays:

No work shall be done on Sunday without the sanction in writing of the Engineer-In charge of the work.

Signature of the Contractor

Signature of Client

Clause 20: Contractor liable for payment of compensation to injured workman or in case of death of the workman:

In every case in which by virtue of the provisions of section 12: sub. Sec (1) of the workmen's compensation Act 1987 Bikrami Government is obliged to pay compensation to a workman employed by the contractor in execution of the work, the employer will recover from the contractor the amount of the compensation so paid and without prejudice to the rights of the employer under section 12 sub-section (2) of the said Act, the employer shall be at liberty to recover such amount or any part thereof by deducting it from the security deposit or from any sum due to the contractor whether under this contract or otherwise. The employer shall not be bound to contest any claim made against him under section 12 sub-sections (1) of the said Act except on the written request of the contractor and upon his giving to the employer full security for all costs for which the employer might become liable in consequences of contesting of claim.

Clause 21: Work not to be sublet:

The contract shall not be assigned or sublet without the written approval of the Engineer-In charge/Architect of work. And if the contractor shall assign or sublet his contract or attempts to do so, or becomes insolvent or commences any insolvency proceedings or makes any composition with his creditors or attempts to do so, or if any bribe, gratuity gift, loan, prerequisite reward or advantage, pecuniary or otherwise, shall either directly or indirectly be given, promised, or offered by the contractor or any of his servants or agents to any person in the employment of the Institution in any way relating to his office or employment, or if any such officer or person shall become in any way directly or indirectly interested in the contract, the Engineer-In charge/Architect of work may there upon by notice in writing rescind the contract and the security deposit of the contractor shall there upon stand forfeited and be absolutely by at the disposal of the employer and the same consequence shall ensure as if the contract had been rescinded under clause 3 thereof, and in addition contractor shall not be entitled to recover or be paid for any work therefore actually performed under the contract.

Clause 22 : Deduction of amounts paid in excess to the contractor on any account:

Any excess payment made to the contractor in-advertently or otherwise under this contract or on any account, whatever and any other sum found to be due to the employer by the contractor in respect of this contract or any other contract or work-order or on any other account by any other agency may be deducted from any sum whatsoever payable by the employer to the contractor either in respect of this contract or any work order or contract or on any other department/agency.

Signature of the Contractor

Signature of Client

Clause 23: Works to be under direction of Employer/Representative of the employer:

All works to be executed under the contract shall be executed under the directions and subject to approval in all respect of the representative of employer for the time being who shall be entitled to direct at what point or points and in what manner they are to be commenced, and from time to time carried on.

Clause 24: Arbitration clause:

If any question, difference or objection whatever shall arise in any way connected with or arising out of this instrument or the meaning or operation of any part thereof or the rights, duties or liabilities of either party, the same in so-far-as the decision of any such matter is herein before provided for and has been so decided, every such matter including whether its decision has been otherwise provided for and or whether it has been finally decided accordingly or whether the contract should be terminated or has been rightly terminated and as regards the rights and obligations of the parties as a result of such termination shall be referred for arbitration to DIRECTOR, YADAVINDRA PUBLIC SCHOOL, Mohali within one hundred and eighty (180) days, or six months from the payment of the final bill to the contractor or from the date registered notice is sent to the contractor, to the effect that his final bill is ready for payment and his decision will be final and binding and where the matter includes claim or payment or recovery or deduction of money, only the amount, if any, awarded in such arbitration shall be recoverable in respect of the matter so referred.

Clause 25: If the matter is not referred to the arbitrator within the specified period all the rights and claims under the contract shall be deemed to have been forfeited and absolutely time barred.

Clause 26: Fluctuation in Railway Freight:

No alteration in contract rate shall be admissible in consequence of fluctuating Railway Freight when such Railway Freight is on account of material, which is required by contractor in the manufacture of an article to be supplied under this contract, e.g. fluctuations of Railway Freight on coal required for burning bricks will not be taken into consideration, or for an article which forms part of a finished work for purpose of this clause. Similarly no alteration in rates will be allowed when a manufactured article is transported by rail from place A to place B to form part of a finished work.

Clause 27: Action where there are no specifications:

In case of any class of work for which there is no such specification as is mentioned in Rule 1, such work shall be carried out in accordance with the district specification and in the event of there being no District specification, then in such case the work shall be carried out in all respects in accordance with the instructions and requirements of the Engineer- In charge of and nothing extra on this account will be paid to the contractor.

Signature of the Contractor

Signature of Client

- Clause 28** All the materials unless otherwise specially laid down shall be provided by the contractor and shall be of approved quality and to the entire satisfaction of the Architect/ Engineer-In charge.
- Clause 29** The contractor will organise his working in such a way that no disturbance is caused in the normal working of the other contractor working at site.
- Clause 30** Any item not appearing in the BOQ but appearing in Common Schedule of Rates will be paid as per Punjab PWD (CSR) common schedule of Rates.
- Clause 31** Work shall be executed strictly in accordance with the Punjab PWD (B&R) department specification and instructions of the Engineer-In charge.
- Clause 32** Proportionate progress of construction work will be reviewed every week and the Contractor shall have to make up the deficiency if any by increasing his labour and material and other resources
- Clause 33** For the item, not included in the schedule of quantities or CSR , the rates shall be decided before execution of the work. Competent authority will approve the rate of such item as analysis made with 10 % contractor's profit.
- Clause 34** If the work is delayed by inclement weather, the time lost thereby shall be made up by increasing the number of labour employed when the weather has improved. The contractor is to include any expected additional cost due to those circumstances under this various quoted rates. The rates shall also include the cost of protecting measure involved to protect the finished work and materials from the effects of inclement weather.
- Clause 35** All samples of the material will be got approved from the Client.

Clause 36:

The terms and conditions of the agreement have been explained to Me/Us and I/We certified that I/We clearly understand.

Signature of the Contractor

Signature of Client

SPECIAL CONDITIONS (FOR WORKS)

1. Work shall be executed strictly in accordance with the specifications given in the BOQ.
2. Should the tenderer withdraw or modify his tender within thirty days from the date of opening tenders he will be blacklisted and earnest money forfeited.
3. Amount of the work may be increased or decreased and any item omitted, or substituted according to the requirement of the Engineer-In charge and no claim on this account will be entered.
4. The 5 % security shall be refunded after 12 months of completion of work after rectification of defects/snags pointed out.
5. The employer reserves the right to take away any item of work or any part thereof at any time during the currency of contract and re-allot it to any other agency with due notice.
6. Any material left at site one month after completion of work shall become the property of the school and no payment shall be made to the contractor for the material.
7. The contractor has to make his own arrangement for every other item required directly or indirectly for completion of work except those provided in DNIT.
8. No pits should be dug by the contractor near the site of work for taking out earth for use on the work. In case of defaults the pits so dug will be got filled in by the employer at the cost of the contractor plus fifteen percent departmental charges.
9. No claim shall be entertained on account of increase in freight, price of labour and material due to any cause whatsoever.
10. Actual quantities of completed and accepted work will be paid for subject to deduction of TDS at applicable rates.
11. In case of emergency the contractor shall be required to pay his labour every day and if this is not done the employer will make the requisite payment and recover the same from the contractor's dues.

Signature of the Contractor

Signature of Client

12. The rates given in the attached schedule of rates are inclusive of octroi terminal tax, royalty and all other taxes and charges.
13. The contractor will arrange his own tools and plants and make his own arrangement for water required for works.
14. The contractor shall not be entitled to any payment on account of work done till he signs the agreement and the same is accepted by the competent authority.
15. No claim whatsoever shall be entertained for any loss or damages caused by rains, flood or any other act of God.
16. All the charges of royalty, Municipal, Forest or octroi charges shall be paid by the contractor and are included in his rates.
17. The contractor shall provide at his own cost and expense all labour and materials etc. necessary for layout and check of any portion of work whatever required by the Engineer-In charge or his staff and nothing extra shall be paid for that.
18. Over writing in Tender is strictly forbidden and tender containing any doubtful figures will be rejected, Correction, if any, should properly be initiated by the tendering contractors.
19. The contractor shall be responsible for housing, sanitation; medical treatment of the labour employed on the work and shall carry out all the Rules framed on the subject.
20. In the event of his failure to provide any or all the above amenities the same shall be provided by the employer and the cost thereof shall be recovered from the contractor's dues. Any dispute regarding the above points shall be settled by the Engineer-In charge/Architect whose decision shall be final.
21. All the materials will be got approved from Engineer-In charge before use.
22. The final bill of contractor will only be accepted and paid for after the Engineer-In charge has furnished a completion certificate as per clause 6 of the conditions of the contract of the DNIT.
23. Income Tax at source from all payments due to the contractor under this contract shall be deducted in accordance with the Income Tax Act 1961 and rules made there under including any amendments or modifications thereof till date.

Signature of the Contractor

Signature of Client

SCOPE OF WORK

1. Aluminium frame work for structural stability.
2. 9mm thick ply fixed both side to above frame.
3. Anchorage of partition with roof and floor.
4. Fixing toughened plain glass for visibility from viewing gallery.
5. Tullu pump to drain out AC drain water from basement.
6. Painting both sides of partition.
7. MS frame for supporting ducts and inner AC unit.

BOQ FOR PARTITION (L-130', H-18') DESIGNED TO ENCLOSE A 10M SHOOTING RANGE SECTION WITHIN 73 X 26M HALL TO IMPROVE COOLING EFFICIENCY

Date

Ser No	Description of work	AU	Qty	Rate	Amount
1	Provision, fabrication and fixing of Aluminium frame of section 4" x 1¾" of 1.575 kg per mtr weight upto height 18' to fix with anchor bolts/embedded in floor and roof slab. Make - Jindal, Hindalco				
	(a) With powder coating	Kg	160		
	(b) Without powder coating	Kg	990		
2	Providing and fixing 9mm thick plyboard over Aluminium frame on both side with suitable screw/washer etc. Make - Century, Green	Sqft	3380		
3	Providing and fixing toughended glass 10mm thick in Aluminium frame including beeding, rubber lining and studs etc complete in all respects. Make ATUL. Make Saint Gobin	Sqft	1020		
4	Provision and applying one coat of wood/metalic primer over wooden and metalic surface. Make ASIAN	Sqft	4350		
5	Provision and applying two coats of enamel paint over wooden/metalic surface with proper filling with putty. Make ASIAN	Sqft	4350		
6	Provision, fabrication and fixing of MS raised stand/platform for placing inner AC units at 10/12' height and to be embeded in floor firmly including primer and paint. MS supports to duct, design and No of MS members shall be as per requirement at site.	Kg	250		
7	Providing and installation of tullu pump 0.50 HP to dispose off AC drain water at a height of 20' including stop cock and necessary fittings. Make Crompton	Nos	1		
8	Providing and fixing PVC water tank 100 ltr capacity to collect AC drain water including required fittings. Make DIPLAST	Nos	1		

Ser No	Description of work	AU	Qty	Rate	Amount
9	Providing and laying UPVC 3/4" dia delivery pipe with required accessories and cutting chages in PCC floor and making good to the original surface (to drain AC water). Make SUPREME	Rft	200		
10	Supply and fixing 4Sqmm, 2 core Copper insulated wire for connection to inner units of AC. Make Havells	Rft	210		
11	Providing and fixing 25 Sqmm, 4 core Armoured Aluminium cable for external units of AC. Make Havells	Rft	450		
12	Providing and fixing 3 phase MCCB 10 Amp to be installed in existing electric panel. Make Havells	Nos	2		
13	Providing and laying PCC 1:2:4 gola 8" dia semi circular to cover Armoured Cable laid for outer units of AC over the lower RCC slab.	Rft	70		

LIST OF APPROVED BRAND

- | | | |
|----|---------------------------------|--------------------|
| 1. | Aluminium Section | - Jindal/Hindalco |
| 2. | Plyboard/Plywood | - Century/Green |
| 3. | MS Sections | - TATA/SAIL |
| 4. | Toughened Glass | - Atul/Saint Gobin |
| 5. | Fasteners | - Hilti |
| 6. | Electrical Cables/Wires/MCB etc | - Havells |
| 7. | Paint | - Asian/ICI Dulux |