

YADAVINDRA PUBLIC SCHOOL, PATIALA

AIR-CONDITIONING UNDERGROUND 10M SHOOTING RANGE HALL  
AND FABRICATION OF ITS PARTITION

(Ref. Advt in Chandigarh Tribune of 12 Apr 2025)

1. The following amendments are hereby made to the tenders related to air-conditioning 10m shooting range hall and fabrication of its partition :-
  - (a) **For** - Last date and Time for Receipt of Tender - 21 Apr 2025 at 1300 hrs.  
**Read** - Last date and Time for Receipt of Tender - 25 Apr 2025 at 1230 hrs.
  - (b) **For** - Date and time for opening of tender - 21 Apr 2025 at 1500 hrs.  
**Read** - Date and time for opening of tender - 25 Apr 2025 at 1230 hrs..
2. Earnest money for both the tenders is **WAIVED OFF**.

Sd/- x x x x

HEADMASTER

Mr. Parveen Sharma

Mean update on Website

21/4/21

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** : NIL

**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 **25 Apr 2025 up to 1230Hrs** 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 | 25 Apr 2025, 1230 Hrs                                                                                                                                           |
| Date and Time for Opening of Tender     | 25 Apr 2025, 1230 Hrs                                                                                                                                           |

Tender document should be downloaded from YPS PATIALA website: [www.ypspatiala.in](http://www.ypspatiala.in).

Headmaster, YPS PATIALA

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# **VOL-I**

## **Eligibility Criteria**

## **I. NOTICE FOR INVITATION OF TENDERS**

Sealed Tenders on Item Rate basis are invited by Yadavindra Public School, Stadium Road, Patiala for Execution of air-conditioning of 10m Air Rifle range at YPS Patiala

\*Tender to be addressed & Headmaster  
Deposited at : Yadavindra Public School  
Patiala

&

Tenders are to be deposited in a sealed envelope at security gate marked as **TENDER FOR EXECUTION OF AIR-CONDITIONING OF 10M AIR RIFLE RANGE AT YPS PATIALA.**

\* Earnest Money Deposit (EMD): an amount of Rs.**NIL**/- in the form of a bankers cheque or demand draft in favour of Headmaster, YPS PATIALA payable at Patiala from any nationalized bank.

• Time of Completion of work -Time of completion from the date of PO :- 45 days

\* Last Date and Time for  
Receipt of Tenders : **25 Apr 2025 Up to 1230 hrs.**

Headmaster, YPS PATIALA is not bound to accept the lowest tender and reserves the right to accept or reject any or all Tenders without assigning any reason whatsoever.

The blank tender documents with eligibility criteria terms and conditions are to be downloaded from YPS PATIALA website: [www.ypspatiala.in](http://www.ypspatiala.in).

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**

| <b>Sl. No.</b> | <b>Document to be Submitted</b>                                                                                                       | <b>Description to be given</b> | <b>Scanned documents/ Photocopy to be attached</b> |
|----------------|---------------------------------------------------------------------------------------------------------------------------------------|--------------------------------|----------------------------------------------------|
| <b>(1)</b>     | <b>(2)</b>                                                                                                                            | <b>(3)</b>                     | <b>(4)</b>                                         |
| 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                                           |

| <b>Sl. No.</b> | <b>Document to be Submitted</b> | <b>Description to be given</b> | <b>Scanned documents/ photocopy to be attached</b> |
|----------------|---------------------------------|--------------------------------|----------------------------------------------------|
| 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 <sup>st</sup> Year                                         | 2 <sup>nd</sup> 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:



- 1<sup>st</sup> 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
- 2<sup>nd</sup> 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 at .....this.....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 considers 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 not-with-standing 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 contractors 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 viii. 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 requires 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.

**VOL – IV**  
**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

**VOL – V**  
**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 |
|-------------------|----------------------------------------------|-----|-----|------|--------|
| <b>VRF system</b> |                                              |     |     |      |        |
| 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      | <b>Refrigerant Piping</b>                                                                                                                                                                                                                                                                                                                                                 |      |     |      |        |
|        | 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.<br><b>Mandev, Totaline, Maxflow</b><br><b>Insulation: Superloan, K Flex, A-Flex</b> |      |     |      |        |
|        | 19.05mm OD                                                                                                                                                                                                                                                                                                                                                                | RM   | 40  |      |        |
|        | 12.70mm OD                                                                                                                                                                                                                                                                                                                                                                | RM   | 40  |      |        |
| 5      | <b>Transmission &amp; Control Wiring, Belden</b>                                                                                                                                                                                                                                                                                                                          |      |     |      |        |
|        | 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, <b>Tata, SAIL</b> 24 gauge                                                                                                                                                                                                                                                                                                                                  | sqm  | 120 |      |        |
|        |                                                                                                                                                                                                                                                                                                                                                                           |      |     |      |        |
| 7      | Thermal insulations on ducts<br>Supplying and fixing of external thermal insulation on ducts with cross linked, closed cell, fire retardent, XLPE polyethylene foam insulation, tape & adhesive as required: <b>A- Flex, K- Flex</b>                                                                                                                                      | sqm  | 60  |      |        |
| 8      | <b>Accoustic Lining of Ducts</b>                                                                                                                                                                                                                                                                                                                                          |      |     |      |        |
|        | 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                                                 | Superloam/K.Flex/A.Flex             |
| 7      | PVC conduit                                                | DIPLAST                             |

# YADAVINDRA PUBLIC SCHOOL

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

Website : [www.ypspatiala.in](http://www.ypspatiala.in) Email - headmaster@ypspatiala.in

|                                             |                                                                                           |
|---------------------------------------------|-------------------------------------------------------------------------------------------|
| NAME OF CLIENT                              | Headmaster<br>Yadavindra Public School<br>Patiala                                         |
| NAME AND ADDRESS OF TENDERER                |                                                                                           |
| NAME OF WORK                                | Provision and Fabrication of Partition for<br>Air-conditioning in 10m shooting range hall |
| ESTIMATED COST                              | ₹ 13.00 Lac                                                                               |
| EARNEST MONEY                               | <b>NIL</b>                                                                                |
| TIME LIMIT                                  | 30 days                                                                                   |
| PERIOD OF SALE OF TENDER<br>DOCUMENTS       | 14 Apr 2025 To 21 Apr 2025                                                                |
| LAST DATE AND TIME FOR RECEIPT<br>OF TENDER | 25 Apr 2025 at 1230 hrs                                                                   |
| DATE AND TIME FOR OPENING OF<br>TENDER      | 25 Apr 2025 at 1230 hrs                                                                   |

Signature of Contractor

Signature of Client

## **INDEX**

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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 | <b>NIL</b>    | 30 days     |

Terms and conditions: -

1. Tender documents can be downloaded from school website [www.ypspatiala.in](http://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 1230 hrs on 25 Apr 2025 in the School office. The tenders shall be opened at 1230 hrs on 25 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 brackage 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                                                              | <b>NIL</b>                                                                                                                                   |
| 3 | Security deposit                                                           | 5% of each Bill                                                                                                                              |
| 4 | Percentage of security deposit to be deducted From running and final bills | 5% 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 NIL** 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.

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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  |