

**Note: A sum of Rs. 1000/- (Rupees One Thousand only) as Demand Draft is to be enclosed as cost of tender document**

# **SAINIK SCHOOL KALIKIRI**



## **TENDER FOR PROVISIONING OF WATER TANKS FOR CLASS IV STAFF QUARTERS & CADETS DORMITORIES**

Tender Form No \_\_\_\_\_

GSTIN/TIN/TAN No \_\_\_\_\_

Name of the Firm(Full Address) \_\_\_\_\_

\_\_\_\_\_

Telephone/ Mobile No \_\_\_\_\_

Details of EMD Bank DD No \_\_\_\_\_

Date \_\_\_\_\_

## **REQUEST FOR PROPOSAL (RFP)**

### **INVITATION OF TENDERS FOR PROVISIONING OF WATER TANKS FOR CLASS IV STAFF QUARTERS & CADETS DORMITORIES AT SAINIK SCHOOL KALIKIRI RFP NO. SSKAL/QM/3006/WATER TANKS/2021 DATED 30 DEC 2021**

1. Sealed tenders are invited (**Two-bid system**) from the reputed and experienced firms for above said Tender. Bidder may also download the Bidding Documents from the website [www.kalikirisainikschool.com](http://www.kalikirisainikschool.com) and CPP Portal of Govt. Of India i.e. <https://eprocure.gov.in/epublish/app>. Bidders shall ensure that their Bids, complete in all respect should be submitted before the closing date and time as indicated in the critical date sheet below. Please super scribe the above-mentioned Title and date of opening of the Bids on the sealed cover to avoid the BID being declared invalid.

2. The address and contact numbers for sending Bids or seeking clarifications regarding this RFP are given below: -

- |   |   |
|---|---|
| (a) Bids/ queries to be addressed to          | : Principal<br>Sainik School Kalikiri<br>Chittoor Dist (AP) – 517234              |
| (b) Postal address for sending the Bids       | : Principal<br>Sainik School Kalikiri<br>Chittoor Dist (AP) – 517234              |
| (c) Name/Designation of the contact personnel | : Administrative Officer<br>Sainik School Kalikiri<br>Chittoor Dist (AP) – 517234 |
| (d) Telephone number of the contact personnel | :0877-2500270   |
| (e) E-Mail ids of contact personnel           | : <a href="mailto:sainik.kalikiri@gmail.com">sainik.kalikiri@gmail.com</a>        |
| (f) Fax number                                | :0877-2500271   |

3. The RFP is divided into five parts as follows:

- (a) **Part I** - Contains General Information and Instructions for the bidders about the RFP such as the time, place of submission and opening of tenders, validity period of the tenders etc.
- (b) **Part II** – Essential Detail of work.
- (c) **Part III** – Valuation and Payment.
- (d) **Part IV** –Arbitration and Law.
- (e) **Part V** –Special Conditions.

4. **Submission of tender.** It is requested that bid document be filled correctly and all pages to be duly signed personally by the bidder or his authorised signatory along with company rubber stamp. The name of person signing each page must be written clearly. Tenders in sealed cover duly super-scribed in bold letters – **‘PROVISIONING OF WATER TANKS FOR CLASS IV STAFF QUARTERS & CADETS DORMITORIES’**.
5. Every page of the RFP should be signed and rubber stamped by the bidder. It should also be signed wherever there is overwriting and cutting.
6. This RFP is being issued with no financial commitment and the Buyer reserves the right to change or vary any part thereof at any stage. Buyer also reserves the right to withdraw the RFP, should it become necessary at any stage.
7. It is requested that the sealed quotation addressed to the **Principal, Sainik School Kalikiri, Chittoor Dist – 517 234** be either dropped in the Tender Box, located at the Administrative Office, or sent by **registered post** to the aforementioned address, duly super-scribed as mentioned at Para 4 above, so as to reach by the due date and time. **It may be noted that late receipt of bids view postal delay or any other reasons may render the bids invalid.**
8. Intending bidders are also advised to visit again CPP website [www.eprocure.gov.in](http://www.eprocure.gov.in) and School website [www.kalikirisainikschool.com](http://www.kalikirisainikschool.com) at least 3 days prior to closing date of submission of tenders for any corrigendum / addendum / amendment.

## **PART I OF RFP**

### **GENERAL INFORMATION AND INSTRUCTIONS**

1. **Last date and time for depositing the Bids.** Critical data sheet of dates in respect of tender is as follows:-

Ser	Event	Date	Time
(a)	Published Date	30 Dec 2021	1200 hrs
(b)	Bid Download	30 Dec 2021	1200 hrs
(c)	Clarification Start Date	30 Dec 2021	1500 hrs
(d)	Clarification End Date	03 Jan 2022	1700 hrs
(e)	Pre-Bid meeting	04 Jan 2022	1000 hrs
(f)	Bid Submission Start	06 Jan 2022	1000 hrs
(g)	Bid Submission Ends	19 Jan 2022	1700 hrs
(h)	Bid Opening Start	20 Jan 2022	1200 hrs

2. **Manner of depositing the Bids.** It is requested that bid document be filled correctly and all pages to be duly signed personally by the bidder or his authorised signatory along with company rubber stamp. The name of person signing each page must be written clearly. Tenders in sealed cover duly super-scribed in bold letters – **‘PROVISIONING OF WATER TANKS FOR CLASS IV STAFF QUARTERS & CADETS DORMITORIES’** and Tender Enquiry reference, on a **Two Bid system** i.e. Technical Bid (**Envelope No.1**) and Commercial Bids (**Envelope No.2**), which should also be duly super-scribed. The contents of the Envelopes are enumerated in the following paragraphs:

(a) **Envelope No. 1 (Technical Bid)**. The Envelope 'No. 1', should contain the following documents:

- (i) Valid proof of Company/firm Registration, including certificate of renewal of registration wherever applicable. Registered bidders (DGS&D, DGQA, NSIC, OFB or any other central registration authority) must enclose a duly authenticated copy of proof of registration.
- (ii) Earnest money deposit is not required; however, bidders are requested to sign an undertaking as per **Appendix 'F'**.
- (iii) Proof of execution of at least three contracts previously with any Sainik School/ Indian Army/ Navy/ Air Force/IIT/IIM/ any Government / Reputed private Institutions.
- (iv) **Tender Conditions Acceptance Certificate**. The bidder shall certify for acceptance of all the tender conditions of the RFP and furnish a certificate as per **Appendix 'A'** to the RFP.
- (v) Detail of PAN/ TIN Number.
- (vi) GSTIN registration certificate of the firm, if applicable.
- (vii) The bidder must have Annual Business Turnover of minimum Rs 25 lakhs in the last three financial years i.e. 2018-19, 2019-20, 2020-21. **(Enclose copy of Audited Annual Accounts or Chartered Accountant certificate for turnover for the last three years)**.
- (viii) The bidder should have submitted filed ITR copy for last three years i.e. A.Y. 2018-19, A.Y. 2019-20, & A.Y. 2020-21 **(Enclose copy of Acknowledgement)**.
- (ix) A sum of Rs. 1000/- (Rupees One Thousand only) as Demand Draft is to be enclosed as cost of tender document.

(b) **Envelope No. 2 (Commercial Bids)**. To contain only commercial bids including the cost of the proposed item attached as **Appendix 'C', 'D' & 'E'**.

3. **Time and date for opening of Bid.** **20 Jan 2022 on 1200Hrs.** If due to any exigency, the due date for opening of the Bids is declared a closed holiday, the Bids will be opened on the next working day at the same time or on any other day/time, as intimated by the Buyer.

4. **Location of the Tender Box.** **Administrative Office, Sainik School Kalikiri – 517 234.** Only those Bids dropped in the correct tender box will be opened. Bids dropped in the wrong tender Box will be rendered invalid.

5. **Place of opening of the Bids.** **Reception / Conference Hall, Administrative Office, Sainik School Kalikiri – 517 234.** The Bidders may attend or depute their representatives, duly authorized in writing, to attend opening of Bids on the due date and time. Rates and important commercial/technical clauses quoted by all Bidders will be read out in the presence of the representatives of all the Bidders. This event will not be postponed due to non-presence of your representative. Any postponement to the date of opening of the Bid will be intimated to all concerned bidders whose bids are received in time. Any change to the last submission date, if admissible to the Buyer, will also be informed to all concerned bidders and bidders are also

requested to check school website [www.kalikirisainikschool.com](http://www.kalikirisainikschool.com) for information passed through school.

6. **Forwarding of Bids.** Bids should be forwarded by Bidders under their original memo / letter pad inter alia furnishing details like TIN number, GST/CST number, Bank address with NEFT Account if applicable, etc., and complete postal & e-mail address of their office.

7. **Clarification regarding contents of the RFP.** A prospective bidder who requires clarification regarding the contents of the bidding documents shall notify to the Buyer in writing about the clarifications sought not later than 07 days prior to the date of opening of bids. Copies of the query and clarification by the purchaser will be sent to all prospective bidders who have received the bidding documents. Further, during evaluation/comparison of bids, the Buyer may, at own discretion, ask the bidder for clarification of his bid. The request for clarification will be given in writing and no change in prices or substance of the bid will be sought, offered or permitted. No post-bid clarification on the initiative of the bidder will be entertained.

8. **Modification and Withdrawal of Bids.** A bidder may modify or withdraw his bid after submission provided that the written notice for modification or withdrawal is received by the Buyer prior to deadline prescribed for submission of bids. A withdrawal notice may be sent by fax but it should be followed by a signed confirmatory copy to be sent by post and such signed confirmation should reach the purchaser not later than the deadline for submission of bids. No bid shall be modified after the deadline for submission of bids. No bid may be withdrawn in the interval between the deadline for submission of bids and expiration of the period of bid validity specified. **Withdrawal of a bid during this period will result in Bidder's for feature of bid security/ EMD.**

9. **Rejection of Bids.** Canvassing by the Bidder in any form, unsolicited letter and post-tender correction may invoke summary rejection with forfeiture of EMD. Conditional tenders will be rejected.

10. **Unwillingness to Quote.** Bidders unwilling to quote should ensure that intimation to this effect reaches before the due date and time of opening of the Bid, failing which the defaulting Bidder may be delisted for the given range of items as mentioned in this RFP.

11. **Validity of Bids:** The Bids should remain valid till **90 days from Tender opening date.** However, in exceptional circumstances, the consent of the bidder may be requested in writing for an extension to the period of the bid validity before expiry of the bid.

12. **Earnest Money Deposit.** No EMD required.

## **PART II OF RFP**

### **ESSENTIAL DETAILS OF WORK**

1. **Scope of Work.** The minimum specified Scope of Work (SoW) to be undertaken by the bidder for **'PROVISIONING OF WATER TANKS FOR CLASS IV STAFF QUARTERS & CADETS DORMITORIES'** and is to be performed as per the specifications and conditions mentioned in different parts of this document and further amendments, if any, issued in this regard and the Contract to be signed by the successful bidder, subsequently.
2. **Technical Details.** Technical specifications for the proposed for Painting work in class rooms and corridors at Sainik School Kalikiri is placed at **Appendix 'B' to RFP.**
3. **Inspection of Site.** The Contractor shall inspect and examine the site and its surrounding and shall satisfy Himself before submitting his tender as to the nature of the ground and sub-soil (so far as is practicable), the form and nature of the site, the quantities and nature of work and materials necessary for the completion of the works and the means of access to the Site, the accommodation he may require availability of labour, water, electric power and in general shall himself obtain all necessary information as to risks, contingencies and other circumstances which influence or affect his tender. No extra charges consequent on any misunderstanding or otherwise shall be allowed.
4. **Contract Documents.** The Contractor shall be furnished, free of charge, two certified true copy of the contract Documents except standard Specification and the Schedule of Rate and of all further drawings which may be issued during the progress of the works. He shall keep one copy of these Documents on the Site in good order and the same shall at all reasonable times be available for inspection and use by the School-in-charge, his representative or by other inspecting Officer. None of these documents shall be used by the Contractor for any purpose other than that of this contract. The Contractor shall take necessary steps to ensure that all persons employed on any work in connection with Contract have noticed that the Indian Official Secret Act 1923 (XIX of 1923) applied to them and shall continue so to apply even after the execution of such works under the contract.
5. **Work to be carried out.** The work to be carried out under the Contract shall except as otherwise provided in these conditions, include all labour, materials, tools, equipment and transport which may be required in preparation of and for and in the full and entire execution and completion of the works. The description given in the Schedule of Quantities shall, unless otherwise stated, be held to include waste on materials, carriage and cartage, carrying in return of empties, hoisting, setting, fitting and fixing in position and all other labour necessary in and for the full and entire execution and completion as aforesaid in accordance with good practice and recognized principles.
6. **Sufficiency of Tender.** Description of item in the schedule of Quantities is brief and therefore, shall be read in conjunction with the relevant drawings and specifications and the Contractor's rate shall be deemed to be for such complete work unless otherwise specified by the Contractor while tendering. No claim whatsoever shall be entertained by the School on account of insufficiency of any rate as quoted in the Schedule of Quantities and Rates. The Contractor shall be deemed to have satisfied himself before tendering as to the correctness and sufficiency of his tender of the works and of the rates and prices quoted in the Schedule of Quantities, which rates and prices shall, except as otherwise provided, cover all his obligations under the contract and all matters and things necessary for the proper completion,

maintenance of the works and shall also cover the cost of necessary protection, including labour, materials and equipment to ensure safety and protection against all risks, accidents compensation for injury to life and damage to property if any caused by the Contractor's operations connected with the work. The rates shall be firm and shall not be subject to change due to variations during the entire period of execution of the work in cost of materials, labour conditions or any other conditions whatsoever. The rates quoted by the tenderer shall be inclusive of all taxes, duties and other statutory levies.

7. **Discrepancies and Adjustment of Errors.** The Several documents forming the Contract are to be taken as mutually explanatory of one another, detailed drawings being followed in performance to small scale drawings and figured dimensions in preference to scale and Special Conditions in preference to General Conditions. If there are varying or conflicting provisions made in any one document forming part of the Contract, the Accepting Authority shall be the deciding authority with regard to the intention of the document. Any error in description, quantity or rate in Schedule of Quantities or any omission there from shall not vitiate the Contract or release the Contractor from the Execution of the whole or any part of the works comprised therein according to drawings and specifications or from any of his obligations under Contract. If on check there are found to be differences between the rates given by the Contractor in words and figures or in the amount worked out by him in the Schedule of Quantities and General Summary, the same shall be adjusted in accordance with the following rules:

- (a) In the event of a discrepancy between description in words and figures quoted by a tenderer, the description in words shall prevail.
- (b) In the event of an error occurring in the amount column of schedule of Quantities as a result of wrong extension of the unit rate and quantity the unit rate shall be regarded as firm and extension shall be amended on the basis of the rate.
- (c) All errors in totalling in the amount column and carrying forward totals shall be corrected.
- (d) The totals of various sections of schedule of Quantities emended shall carried over to the General summary and the tendered sum amended accordingly. The tendered sum so altered shall, for the purpose of the tender, be substituted for sum originally tendered and considered for acceptance instead of the original sum quoted by the tenderer. Any rounding off of totals in various sections of Schedule of Quantities or in General summary by the tenderer, shall be ignored.
- (e) The totals of various sections of schedule of Quantities emended shall carried over to the General summary and the tendered sum amended accordingly. The tendered sum so altered shall, for the purpose of the tender, be substituted for sum originally tendered and considered for acceptance instead of the original sum quoted by the tenderer. Any rounding off of totals in various sections of Schedule of Quantities or in General summary by the tenderer, shall be ignored.
- (f) In case of Lump Sum contracts based on Bills of Quantities (quantities not shown as provisional) should any error in quantities or any omissions of items be discovered, the cumulative effect of which varies Rs. 20,000/-, whichever is less, than the errors shall be rectified and the rectification dealt with as for deviations/ variations under conditions below paras thereof, and the value thereof shall be added or deducted from the Contract Sum, as the case may be; provided that there shall be no



rectification of any errors, omissions, or wrong estimates in the prices insert by the contractor in the bill of Quantities.

8. **Security deposit.** The Contractor shall permit the School at the time or making any payment to him for work done under the Contract to deduct such sums as will along with the amount of the Earnest Money already deposited amount to 3% on the gross amount of bill till the sums and deducted amount to the figure.

(a) All compensation or other sums of money payable by the contractor under the Terms of this Contract or any other contract or any other account whatsoever maybe deducted from or paid by the sale of sufficient part of his security deposit or from the interest arising therefrom or from any sums which may be due or become due to the Contractor by the School on any account whatsoever and in the event of his security deposit being reduced by reason of any such deduction or sale as aforesaid the Contractor shall within fourteen days of receipt of notice of demand from the Admin Officer make good the deficit.

(b) **Refund of Security Deposit:** One half of the Security Deposit refundable to the Contractor worked out on the basis of the value of work completed shall be refunded to the Contractor on the Admin Officer certifying in writing that the work has been Completed as per Condition mentioned in below paras etc. On expiry of the Defects liability period (referred to in Condition 33 hereof) or on Payment of the amount of the final Bill payable in accordance with Condition 49, whichever is later, the Admin Officer shall, on demand from the Contractor refund to him the remaining portion of the Security Deposit provided the Admin Officer is satisfied that there is no demand outstanding against the Contractor.

9. **Deviation/Variation Extent & Pricing.** The Admin Officer shall have power (i) to make alteration in omissions from, addition to, or substitutions for the original specifications, drawings, designs and instructions that may appear to him to be necessary or advisable during the progress of the work, and (ii) to omit a part of the works in case of non-availability of a portion of the site or for any other reasons, and the Contractor shall be bound to carry out the works in accordance with any instructions given to him in writing signed by the Admin Officer and such alterations, omissions, additions or substitution shall form part of the contract as if originally provided therein and any altered, additional or substituted work which the contractor may be directed to do in the manner above specified as part of the works, shall be carried out by the contractor on the same conditions in all respects including price on which agreed to do the main works, shall be carried out by the contractor on the same conditions in all respects including price on which agreed to do the main work except as hereinafter provided. No work which radically changes the original nature of the Contractor changes the original nature of the Contract, he in the disagreement as to the nature of the work and the rate to be paid therefor shall in accordance with Condition 52.

10. The time or completion of the works shall, in the event o any deviations resulting in additional cost over the Contract sum being ordered, be extended as follows I requested by the Contractor.

(a) in the proportion which the additional cost of the altered, additional or substituted work, bears to the original Contract Sum pls.



- (a) 25% of the time calculated in (a) above or such further additional time as may be considered reasonable by the School-in-charge.

**Rates or such additional altered or substituted work shall be determined by the Admin Officer or School rep deputed as follows:**

11. If the rate for additional, altered or substituted item of work is specified in the Schedule of Quantities, the Contractor shall carry out the additional, altered or substituted item at the same rate. In the case of composite tenders; where two or more Schedules of Quantities may form part of the contract, the applicable rate shall be taken from the Schedule of Quantities of that particular part in which the deviation is involved, ailing that at the lowest applicable rate or the same item o work in the other Schedules of Quantities.

12. If the rate for any altered, additional or substituted item or work is not specified in the Schedule of Quantities, the rate for that item shall be derived from the rate or the nearest similar item specified therein. In case of composite tenders where two or more schedule of quantities form part of the contract, the rate shall be derived of quantities from part of the contract, the rate shall be derived from the nearest similar item in other Schedule of Quantities.

13. If the rate for any additional, altered or substituted item of work cannot be determined in the manner specified in sub-pares (i) and (ii) above, then such item of work shall be carried out at the rate entered in the C.P.W.D/Government of Andhra Pradesh Schedule of Rates current rate then, plus/minus the percentage by which the tendered amount of the work actually awarded is higher or lower than the estimated amount of the works actually awarded. (Applicable to Measurement Contracts based on item rates or Lump-sum contracts based on Bills of quantities or percentage Rate Contracts).

14. If the rate for any altered, additional or substituted item of work cannot be determined in the manner specified in sub-Para (i) to (iii) above, the Contractor shall, within 14 days of the date of receipt of the order to carry out the said work, inform the Admin Officer of the rate which he proposed to claim or such item of work, supported by analysis of the rate claimed, and the Admin Officer shall, within three months thereafter, after giving due consideration to the rate claimed by the contractor, determine the rate on the basis of market rate (s). In the event of the contractor failing to inform the Admin Officer within the stipulated period of time, the rate which he proposed to claim, the rate for such item shall be determined by the Admin Officer on the basis of market rates (s). For this purpose, the purchase voucher etc. will be produced by the contractor to the School-in-charge.

**Suspension of Works**

15. The Contractor shall on receipt of the order in writing off the Admin Officer suspend the progress of the works or any part thereof for such time and in such manner as the Admin Officer may consider necessary or any of the following reasons: -

- (a) on account of any default on part of the Contractor; or
- (b) for proper execution of the works or part thereof for reasons other than the default of the contractor; or
- (c) for safety of the work or part thereof

**Extension for Delay**

16. The time allowed for execution of the works as specified in the **Schedule 'F'** or the extended time, in accordance with these Conditions shall be of the essence of the Contract. The execution of the works shall commence from the date of 15<sup>th</sup> day after the date on which the Admin Officer issues written orders to commence the work or from the date of handing over the site whichever is later. If the Contractor commits default in commencing the execution of the work as aforesaid, School shall without prejudice to any other right or remedy be at liberty forfeit the Earnest Money/Security Deposit absolutely.

17. As soon as possible after the contract is concluded the Admin Officer and the contractor shall agree upon a Time and Progress Chart contractor shall agree upon a Time and Progress Chart, the chart shall be prepared in direct relation to the time stated in the contract documents for completion of item of the work. It shall indicate the forecast of the dates of commencement and completion of various trades or section of the work and may be amended as necessary by agreement between the Admin Officer and the Contractor within the limitation of time imposed in the Contract documents, and further ensure good progress during the execution of the work, the contractor shall in all cases in which the time allowed for any work exceeds one month (save for special jobs complete 1/8<sup>th</sup> of the whole of the work before 1/4<sup>th</sup> of the whole time allowed in the contract has elapsed : 3/8<sup>th</sup> of work before one half of such time has elapsed and 3/4<sup>th</sup> before 3/4<sup>th</sup> of such time has elapsed.

- (a) If the works be delayed by force majeure, or Abnormally bad weather, or
- (b) serious loss or damage by fire, or
- (c) civil commotion, local combination of workmen, strike or lockout, affecting any of the trades employed on the work, or
- (d) Delay on the part of other Contractors tradesman engaged by School in executing work not forming part of the Contractor
- (e) Non-availability
- (f) Non-availability or break-down of Tools and plant to be supplied or supply School, or
- (g) Any other cause which in the absolute discretion of the School, is bygone the Contractor's control.

18. Then upon the happening of any such event causing delay, the contractor shall immediately give notice thereof in writing to the Admin Officer but shall nevertheless use contently his best endeavours to prevent or make good the delay and shall do all that may be reasonably required to the satisfaction of the Admin Officer to proceed with the work.

19. Request for extension of time, to be eligible for consideration, shall be made by the contractor in writing within fourteen days of the happening of the event causing delay. The Contractor may also, if practicable, indicate in such request the period for which extension is desired.

- (a) In any such case the School may give a fair and reasonable extension of time for completion of the work. Such extension shall be communicated to the contractor by the Admin Officer in writing, within 3 months of the date of the Contractor shall arrange

at his own expenses all tools, plant and referred to as T & P required for execution of the work.

(b) If the Contractor requires any item of T & P on hire from the School, the School will, if such item is available and the same can be spared, hire it to the contractor at a rate to be fixed by the School-in-charge.

(c) The period of hire will be reckoned from the commencement of the day of issue upto the end of the day of the day of return (including all recognized holidays) irrespective of the actual hour of issue and return. The Contractor will be exempt from heavy of any changes for the number of days he is called upon in writing by the Admin Officer to suspend execution of the work, provided School's T & P question has, in fact, remained idle with the Contractor because of the suspension, provided the contractor, in case the period of suspension exceeds 11 days, returns School's T & P to the place from where it was issued.

(d) The contractor shall be responsible for care and custody of School's T & P (including employment of chowkidar's) during the period School's T & P remain with him and any damage (fair wear and tear excepted) to any of the equipment shall be made good at the contractor's expense to the satisfaction of Admin Officer unless such damage is caused because of negligence of crew provided by the School.

(e) The School give no guarantee in respect of output of his T & P hired to the Contractor and no reduction in rates or any School shall be allowed on the ground that out turn of performance of School's T & P was not the contractor's expectation.

(f) School's T & P hired to the contractor shall be returned at the place of issue (unless otherwise directed) by the contractor to the Admin Officer on completion of the work or section of the work or earlier on termination of the hire by the School shall be entitled to terminate the hire on two days' notice without assigning any reason whatsoever and the contractor shall have no claim to any payment of compensation or otherwise whatsoever on account of termination of hire of School's T & P by the School. In such an event, however, a reasonable extension of time shall be given by the School-in-charge.

(g) A Log Book for recording hours during which every item of School's T & P issued to the contractor has worked each day shall be maintained by the member of the crew in-charge

## **Materials**

20. The contractor shall at his own expense, provide all materials required for the works other than those which are to be supplied by the School.

(a) All materials to be provided by the contractor shall be in conformity with the Specifications laid down in the relevant Indian standard and the Contractor shall, if requested by the School -in-charge furnish proof, to the satisfaction of the School- in-charge, that the materials so comply.

(b) The contractor shall, at his own expense and without delay, supply to the Admin Officer samples of materials proposed to be used in the works. The Admin Officer shall within seven days of supply of samples or within such further period as he may require and intimate to the Contractor in writing, inform the Contractor whether

samples are approved by him or will forthwith arrange to supply to the Admin Officer for his approval ng with the specifications laid down in the Contract.

(c) The Admin Officer shall have full powers to require removal of any or all of the materials brought to site by the Contractor which are not in accordance with the contract specifications or do not conform in character or quality to samples approved by him. In case of default on the part of the Contractor in removing rejected materials, the Admin Officer shall be at liberty to have them removed by other means. The Admin Officer shall have full powers to procure other proper materials to be substituted for rejected materials and in the event of the Contractor refusing to comply; he may cause the same to be supplied by other means. All costs, which may attend upon such removal and/or substitution, shall be borne by the Contractor.

(d) The Contractor shall indemnify the School servant or employee of the School against any action, claim, or preceding relating to infringement or use of any patent or design or any alleged patent or design or any alleged patent or design rights and shall pay any royalties or other charges which may be payable in respect of any article or material or part thereof included in the Contract. In the event of any claim being made or action being brought against School in respect of any such matters as aforesaid, the Contractor shall immediately be notified thereof. Provided that such indemnify shall not apply when such infringement has taken place in complying with the specific directions issued by the School but the contractor shall pay any royalties or other charges payable in respect of any such use, the amount so paid being reimbursed to the contractor only if the use was the result of any drawing and /or specification issued after submission of the tender.

(e) All charges on account of octroi terminal or sales tax and other duties on materials obtained for the works from any source (excluding materials supplied by the School) shall be borne by the contractor.

(f) The Admin Officer shall be entitled to have tests carried out for any materials supplied by the Contractor other than these for which satisfactory proof has already been furnished, at the cost of the Contractor and be Contractor shall provide at his expense all facilities which the Admin Officer may require for the purpose.

### **Delay in Obtaining Materials by the School.**

21. Materials to be supplied by the School are shown in Schedule-A which also stipulates quantum, place of issue and rate(s) to be charged in respect thereof.

(a) If after acceptance of the tender the Contractor desires the School to supply any other materials, such materials may be supplied by the School, if available at rates to be fixed by the Admin Officer and on payment before the materials are issued to the contractor.

(b) For the materials listed in Schedule-A which the School has agreed to supply the contractor, he shall give a reasonable notice in writing to his requirements to the Admin Officer in accordance with the agreed phased programmed. Such materials shall be set off or deducted, as and when materials are consumed in items of work for which payment is being made to the Contractor, from any sums then due or which payment is being made to the Contractor, from any sums then due or which may after

become due or which may after become due to the contractor, under the Contract. At the time of submission of bills the contractor shall properly account for the materials issued to him to the satisfaction of the School-in-charge, certify that balance of materials supplied is available at site.

(c) The contractor shall bear the cost of loading, transporting to site, unloading, storing under cover as required, assembling and joining the several parts together as necessary incorporating of fixing materials in the works including all preparatory work of whatsoever description as may be required.

(d) All materials issued to the Contractor by the School for in School or fixing in the works (including preparatory work) shall on completion or on foreclosure of the work be returned by the contractor at his expense, at the place of issue, after making due allowance for actual consumption reasonable wear and tear and/ or waste. If the contractor is required to deliver such materials at a place other than the place of issue, he shall do so and the transportation charges from the site to such place, less the transportation charges which would have been incurred by the Contractor had such materials been delivered at the place of issue, shall be borne by the School.

(e) Surplus materials returned by the contractor shall be credited to him by the Admin Officer at rates not exceeding these at which these were originally issued to him after taking into consideration any deterioration or damage which may have been caused to the said materials list in the custody of the Contractor.

(f) If on completion of works the contractor fails to return surplus materials out of these supplied by the School then in addition to any other liability which the Contractor would incur the Admin Officer may, by a written notice to the Contractor require him to pay within a fortnight of receipt of the notice, for such unreturned surplus materials at double the issue rate.

(g) Owing to difficulty in obtaining certain controlled and other materials in the market, the School has undertaken to supply them as specified in Schedule-A. There may be delay in obtaining these materials by the School and the Contractor is therefore, required to keep himself in touch with the day to day position regarding the supply of materials from the Admin Officer and to so adjust the progress of the work that their labour may not remain idle in obtaining the materials. It should be clearly understood that no claim whatsoever shall be entertained by the School on account of delay in supplying materials.

## **General**

22. Materials required for the works, whether brought by the contractor or supplied by the School, shall be stored by the contractor only at place approved by the Admin Officer storage and safe custody of materials shall be the responsibility of the contractor.

(a) School's official concerned with the Contract shall be entitled at any time to inspect and examine any materials intended to be used in or on the works, either on the site or at factory or work shop or other place(s) where such materials are assembled fabricated manufactured obtained and the contractor shall give such facilities as may be required for such inspection and examination.

(b) Materials supplied by the School and brought to the site by the contractor shall not be removed of the site without the prior written approval of the School-in-charge. But whenever the works are finally completed, the contractor shall at his own expense forthwith return to the all surplus materials originally supplied to him as per stipulation in the contract.

### **Labour**

23. The contractor shall employ labour in sufficient number to maintain the required rate or progress and of quality to ensure workmanship of the degree specified in the contract and to the satisfaction of the School-in-charge. The contractor shall not employ in connection with the works any person who has not completed his eighteen years of age.

24. The contractor shall furnish to the Admin Officer at the intervals mentioned in **Schedule – C** a distribution return of the number and description by trades of the work people employed on the works. The contractor shall also submission the 4<sup>th</sup> and 19<sup>th</sup> of every month to the Admin Officer a true statement showing in respect of the second half of the preceding, month and the first half of the current month (i) the accident that occurred during the said fortnight showing the circumstances and or which they happened and the extent of damages and injury caused by them and (ii) the number of female workers who have been allowed maternity Benefit as provided in the Maternity benefit Act'1961 or Rules made there under and the amount paid to them.

25. The contractor shall pay to labour employed by him wages not less than fair wages as defined in the contract labour (Regulation & Abolition) Act'1970 and Rules made there under.

(a) The contractor shall in respect of labour employed by him comply with or cause to be complied with the contract labour (Regulation & Abolition) Act'1970, and Rules made there under in regard to all matters provided therein.

(b) **Labour laws.**

(i) The tenderer shall make his own arrangements for the engagement of all staff and labour, local or other, and for their payment, housing, feeding and transport. The tenderer shall, if required by the SAINIK SCHOOL KALIKIRI, deliver to SAINIK SCHOOL KALIKIRI a return in detail, in such form and at such intervals as SAINIK SCHOOL KALIKIRI may prescribe, showing the staff and the numbers of the several classes of labour from time to time employed by the tenderer.

(ii) During continuance of the Contract, the tenderer shall abide at all times by all existing labour enactments and rules made there under, regulations, notifications and bye laws of the state or Central Government or local authority and any other labour law (including rules), regulations, bye laws that may be passed or notification that may be issued under any labour law in future either by the State or the Central Government or the local authority.

(iii) The tenderer shall keep SAINIK SCHOOL KALIKIRI indemnified in case any action is taken against the SAINIK SCHOOL KALIKIRI by the competent authority on account of contravention of any of the provisions of any ACT or rules made there under, regulations or notifications including amendments. If

SAINIK SCHOOL KALIKIRI is caused to pay or reimburse, such amounts as may be necessary to cause or observe, or for non-observance of the provisions stipulated in the notification/bye laws / Acts/ Rules / regulations including amendments, if any, on the part of the tenderer, SAINIK SCHOOL KALIKIRI shall have the right to deduct any money due to the tenderer including his amount of performance security. SAINIK SCHOOL KALIKIRI shall also have right to recover from the tenderer any sum required or estimated to be required for making good the loss or damage suffered by SAINIK SCHOOL KALIKIRI.

26. The contractor shall be liable to pay his contribution to the Employees State Insurance scheme in respect of all labour employed by him for the execution of the contract, in accordance with the provision of "the employees state Insurance Act'1945" as amended from time to time and as applicable in this case. In case the contractor fails to submit full details of his account of labour employed and the contribution payable, the Admin Officer shall recover from the running bills of contractor an amount of contribution as assessed by him. The amount so recovered shall be adjusted against the actual contribution payable under Employees State Insurance Scheme.

27. The Admin Officer shall on a report having been made by an Inspecting staff as defined under the contract labour (Regulation & Abolition) Act'1970 and Rules made there under have to power to deduct the moneys due to the contractor any sum required or estimated to be required for making good the loss suffered by a worker or workers by reason of non- fulfilment of the conditions of the contract for the benefit of workers, non-payment of wages or of deductions made from his or their wages which are not justified by the terms of the contract or no observance of the said Act.

28. The contractor shall indemnify the School against any payment to be made under and for observance of the Contract Labour (Regulation & Abolition) Act'1970 and Rules made there under without prejudice to his right to claim indemnity from his sub-contractors.

29. In the event of the contractor committing a default or breach of any of the provisions of aforesaid Acts and rules made there under/amended from time to time or furnishing any information or submitting or filling any from/Register/Slip under the provisions of the law which is materially incorrect, then on the report of Inspecting Officer, the contractor shall without prejudice pay to the School a sum not exceeding liabilities for such defaults including liquidated damages etc, for every default, breach of furnishing, making submitting, filling materially incorrect statement as may be fixed by the labour department and the contractor should indemnify the School against all such liabilities.

30. **Model Rules for Labour Welfare.** The contractor shall at his own expense comply with or cause to be complied with Model Rules for labour welfare as provided under the rules framed by the appropriate Government from time to time for the protection of health and for making sanitary arrangements for workers employed directly or indirectly on the works. In case the contractor fails to make arrangements as aforesaid the Admin Officer shall be entitled to do so and recover the cost thereof from the contractor. Failure to comply with model rules for labour welfare, Safety code or the provisions relating to report on accidents and to grant maternity benefits to female workers shall make the contractor liable to pay to the School as liquidated damages an amount not exceeding Rs. 50.00 for each default or materially incorrect statement. The decision of the Admin Officer in such matters based on reports from the Inspecting Officer shall be final and binding and deductions for recovery of such liquidated damages may be made from any amount payable to the contractor.



31. The Contractor shall not be permitted to enter an (other than for inspection purpose) or take possession of the site until instructed to do so by the Admin Officer in writing. The portion of the site to be occupied by the Contractor shall be indicated by the Admin Officer at site and the contractor shall on no account be allowed to extend his operations beyond these areas. In respect of any land allotted to the contractor for purposes of or in connection with the contract, the contractor shall be a licensee subject to the following and such other terms and conditions as may be imposed by the licensor: -

(a) that he shall pay a nominal license fee of Re. 1 per year or part of a year for use and occupation, in respect of each and every separate area of land allotted to him;

(b) that such use or occupation shall not confer any right of tenancy of the land to the contractor;

(c) that the contractor shall be liable to vacate the land on demand by the School-in-charge;

(d) that the contractor shall have no right to any construction over this land without the written permission of the School-in-charge. In case he is allowed to construct any structure, he shall have to demolish and clear the same before handing over the completed work unless agreed to by the contractor.

32. The Contractor shall provide, if necessary or if required on the site, all temporary access, there to and shall alter, adapt and maintain the same as required from time to time and shall take up and clear them away as and when no longer required and as and when ordered by the Admin Officer and make good all damage done to the site.

### **Setting out the works**

33. The Admin Officer shall supply dimensioned drawings, levels and other information necessary to enable the Contractor to set out the works. The Contractor shall provide all labour and setting out the works and be responsible for the accuracy of the same. He shall amend at his own cost and to the satisfaction of the Admin Officer any error found at any stage which may arise through inaccurate setting out unless such error is based on incorrect data furnished in writing by the School-in-charge, in which case the cost of rectification shall be borne by the School. The contractor shall protect and preserve all bench marks used in setting out the works till end of the Defect Liability period unless the School-in-charge directs their earlier removal.

### **Site Drainage.**

34. All water which may accumulate on the site during the progress of the works or in trenches and excavation, shall be removed from the site to the satisfaction of the Admin Officer and the Contractor's expense.

### **Nuisance**

35. The Contractor shall not at any time do, cause or permit any nuisance on the site or do anything which shall cause unnecessary disturbance or inconvenience to owner, tenants or the School and shall be disposed of as the School-in-charge.

#### **Materials obtained from Excavation**

36. Materials of any kind obtained from excavation on the site shall remain the property of the School and shall be disposed of as the Admin Officer may direct.

#### **Treasure Trove, Fossils Etc**

37. All fossils, coins, articles of value or antiquity and structures and other remains or things of geological or archaeological interest discovered on the site shall be the absolute property of the School and the Contractor shall take reasonable precautions to prevent his workmen or any other person from removing or damaging any such article or thing and shall immediately open discovery thereof and before removal acquaint the Admin Officer and obtain his directions as to the disposal of the same at the expense of the School.

#### **Protection of Trees.**

38. Tree designated by the Admin Officer shall be protected from damage during the course of the works and earth level within one meter of each such tree shall not be changed. Where necessary, such trees shall be protected by providing temporary fencing.

#### **Watching and lighting**

39. The Contractor shall provide and maintain at his own expense all lights, guards, fencing and watching when and where necessary or required by the Admin Officer for the protection of the works or for the safety and convenience of those employed on the public.

#### **Contractor's Supervision – site Supervision Staff**

40. The contractor shall engage and keep at site, qualified technical staff/School with necessary supporting supervisory staff of sufficient experience of all types of works covered by this contract and they should have all necessary authority to receive materials from the School, issue valid receipt for the same, engage labour etc. and proceed with the work as required for speedy execution of the work.

#### **Inspection and Approval**

41. All works embracing more than one process shall be subject to examination and approval at each stage thereof and the Contractor shall give due notice to the Admin Officer or his authorized representative when each stage is ready. In default of such notice, the Admin Officer shall be entitled to appraise the quality and extent thereof. No work shall be covered up or put out of view without the approval of the Admin Officer or his authorized representative and the Contractor shall afford full opportunity for examination and measurement of any work which is about to be covered up or put out of view and for examination foundations before permanent work is placed thereon. The contractor shall give the notice to the Admin Officer or his authorized representative whenever any such work for foundation is ready for examination and the Admin Officer or his representative

shall without unreasonable delay, unless the considered it unnecessary and advises the contractor accordingly, attend for the purpose of examining and measuring such work or of examining such foundations. In the event of the failure of the contractor, such work shall be uncovered at the contractor's expense for examination by the School-in-charge.

42. School officers concerned with the Contract shall have powers at any time to inspect and examine any part of the works and the contractor shall give such facilities as may be required for such inspection and examination.

### **Duties and Powers of School-in-Charge's Representative.**

43. The duties of the Representative of the School-in-charge, are to watch and supervise the works and to test and examine any materials to be used or workmanship employed in connection with works. He shall have no authority to order any work involving any extra payment by the School nor to make any variation in the works.

44. The Admin Officer may from time to time in writing delegate to his representative any of the powers and authorities vested in the Admin Officer and shall furnish to the contractor copy of all such written delegation of powers and authorities. Any written instruction or written approval given by the Representative of the Admin Officer to the contractor within the terms of such delegation shall bind the contractor and the School as though it had been given by the School-in-charge.

45. Failure of the Representative of the Admin Officer to disapprove any work or materials shall not prejudice the power of the Admin Officer thereafter to disapprove such work or materials and to order the pulling down, removal or breaking up thereof.

46. If the contractor shall be dis-satisfied with any decision of the Representative of the Admin Officer he shall be entitled to refer matter to the Admin Officer who shall thereupon confirm, reverse or vary such decision.

### **Removal of workmen**

47. The contractor shall employ in and about the execution of the works only such persons as are skilled and experienced in their several trades and Admin Officer shall be at liberty to object to and require the Contractor to remove from the works any person employed by the contractor, in or about the execution of the work who in the opinion of the School-in-charge misconducts himself or incompetent or negligent in the proper performance of his duties and such person shall not be again employed upon the works without permission of the School-in-charge.

### **Uncovering and Making Good**

48. The Contractor shall uncover any part of the works and / or make opening in or through the same as the Admin Officer may from time to time direct for his verification and shall reinstate and make good such part to the satisfaction of the School-in-charge. If any such part has been covered up or put out of view after being approved by the Admin Officer and subsequently found on uncovering to be executed in accordance with the contract, the expenses of uncovering and / or reinstating and making good the same shall be borne by the School. In any other case, such expenses shall be borne by the contractor.

### **Working during Night or on Sundays and Holidays**

49. Subject to any provisions to the contrary contained in the contract, one of the permanent works shall be carried out during night or on Sundays or on authorized holidays without the permission in writing of the Admin Officer except when the work is unavoidable or absolutely necessary for the safety of life, property or works in which case the contractor shall immediately advise the Admin Officer accordingly.

### **Completion Certificate**

50. As soon as the work is completed, the contractor shall give notice of such completion the Admin Officer and within ten days of receipt of such notice the Admin Officer shall inspect the work and shall furnish the contractor with a certificate of completion indicating

(a) the date of completion,

(b) defects to be rectified by the contractor and /or

(c) items for which payment shall be made at reduced rates. When separate periods of completion have been specified for items or groups of items, the Admin Officer shall issue separate completion certificate for such items or groups of items. No certificate of completion shall be issued, nor shall have removed from the premises on which the work has been executed all scaffolding, sheds and surplus materials except such as are required for rectification of defects, rubbish and all huts and sanitary arrangements required for his workmen on the site in connection with the execution of the work, as shall have been erected by the contractor or the workmen and cleared all dirt from all parts of building(s) in, upon or about which work has been executed or which he may have had possession for the purpose of the execution thereof and cleaned floors, gutters and drains, cased doors and sashes, oiled locks and fastenings levelled keys clearly and handed them over to the School-in- charge. If the Contractor shall fail to comply with any of the requirements of this conditions as aforesaid on or before the date of completion of the works, the Admin Officer may at the expense of the contractor fulfil such requirements and dispose of the scaffolding, surplus materials except for any sum actually realized by the sale thereof loss the cost of fulfilling the requirements and any other amount that may be due from the contractor. If the expense of fulfilling such requirements is more than the amount realized on such disposal as aforesaid, the contractor shall forthwith on demand pay such excess.

51. If at any time before completion of the entire work, items of groups of items for which separate periods of completion have been specified, have been completed, the Admin Officer with the consent of the contractor takes possession of any part or parts of the same (any such part being hereinafter in this conditions referred to as the relevant part) then not withstanding anything expressed or implied elsewhere to this contract :-

(a) Within ten days of the date of completion of such items or groups of items or of possession of the relevant part the Admin Officer shall issue completion certificate for the relevant part as in **Conditions 31(1)** above provided the contractor fulfils his obligations under that Condition for the relevant part.

- (b) The defects liability period in respect of such items and the relevant part shall be deemed to have commenced from the certified date of completion of such items or the relevant part as the case may be.
- (c) The Contractor may reduce the value insured to extent of full value of the completed items or relevant part as estimated by the Admin Officer for this purpose. This estimate shall be applicable for this purpose only and for no other.
- (d) For the purposes of ascertaining compensation for delay in completion of the work relevant part will be deemed to form on as given in the Contract or as extended under the relevant condition and actual date of completion as certified by the Admin Officer under this condition.

### **Defects Liability Period**

52. The contractor shall be responsible to made good and remedy at his own expenses within such period as may be stipulated by the Admin Officer any defect which may develop or may be noticed before the expiry of the period mentioned in **Schedule – C** hereto from the certified date of completion and intimation of which has been sent to the Contractor within seven days of the expiry of the said period by a letter sent by hand delivery or by registered post.

53. From commencement to completion of the works, the Contractor shall take full responsibility for the care thereof and for taking precaution to prevent loss or damage and to minimize, loss or damage to greatest extent possible and shall be liable for any damage or loss that may happen to the works or any part thereof and all government T & P from any cause whatsoever (save and except the Excepted Risks) and shall at his own cost repair and make good the same so that at completion, the works and all Schools T & P shall be in good order and conditions and in conformity in every respect with the requirements of the Contract and instructions of the School-in-charge.

(a) Provided always that the Contractor shall not be entitled to payment unless the Contractor shall insure the works (from commencement to Completion), the School's T & P hired by the Contractor and all materials at site, to their full value (as to School's T & P according to the value, against the risk of loss or damage from whatever cause arising other than the excepted risks. The said insurance shall be in the joint names of the School and the Contractor. The Contractor shall deposit with the Admin Officer the said policy or policies. All moneys payable by the insurers under such policy or policies shall be recovered by the School and shall be paid to the Contractor in instalments by the Admin Officer for the purpose of rebuilding or replacement or repair of the works and/ or goods destroyed or damaged as the case may be. Provided however if the amount payable by the insurers in respect of any claim under such a policy is not in excess of the amount mentioned in Schedule –C the same may be recovered by the Contractor directly from the insurers and shall be utilised by him for the purpose of re-building or replacement or repairs of the work and/or goods destroyed or damaged as the case may be.

(b) If the Contractor has a blanket insurance policy for all his works and the policy covers all the items to be insured under this conditions, the said policy shall be assigned by the Contract in favor of the School; provided however if any amount is payable under the policy by the insurer in respect of works other than the work under this Contract the same may be recovered by the Contractor directly from the insurers.

(c) Where the School building or a part thereof is rented by the Contractor, he shall insure the entire building if the building or any part thereof is used by him for the purpose of storing or using materials of combustible nature, as to which the decision of the Admin Officer shall be final and binding.

(d) The Contractor shall indemnify and keep indemnified the School against all losses and claims for injuries or damage to any person or any property whatsoever which may arise out of or in consequence of the construction and maintenance of works and against all claims, demands, proceedings, damages, costs, charges and expenses whatsoever in respect of or in relation thereto PROVIDED always that nothing herein contained shall be deemed to render the Contractor liable for or in respect of or to indemnify, the School against any compensation or damage caused by the Expected Risks.

(e) The Contractor shall at all times indemnify the School against all claims, damages, or compensation under the provisions of payment of Wages Act' 1936, Minimum Wages Act'1948, Employer's Liability Act'1938, the Workmen's Compensation Act'1923, Industrial Disputes Act'1947 and the Maternity Benefit Act'1961 E.P.F. & M.P.Act'1952 or any modifications thereof or any other persons in or about the works, whether in the employment of the Contractor or not, (save and except where such accident or injury has resulted from any act of the School, its agents, or servants) and against all sum or sums which may with the consent of the Contractor be paid to compromise or compound any such claim. Without limiting his obligations and liabilities as above provided, the Contractor shall insure against all claims, damages or compensation payable under the Workmen's Compensation Act'1923 or any modification thereof or any other law relating thereof.

(f) The aforesaid insurance policy/ policies shall provide that they shall not be cancelled till the Admin Officer has agreed to their cancellation.

(g) The Contractor shall prove to the Admin Officer from time to time that he has taken out all the insurance policies referred to above and has paid the necessary premiums for keeping the policies alive till expiry of the Defect Liability period.

(h) The Contractor shall ensure that similar insurance policies are taken out by his sub-contractors (if any) and shall be responsible for any claims or losses to the School resulting from their failure to obtain adequate insurance protection in connection thereof. The Contractor shall produce or cause to be produced by his sub-contractors (if any) as the case may be, the relevant policy or policies and premium receipts as and when required by the School-in-charge.

(i) If the Contractor and/or his sub-contractor (if any) shall fail to effect and keep in force the insurance referred to above or any other insurance which he/they may be required to effect under the terms of the Contract, then and in any such case the School may, without being bound to, effect and keep in force any such insurance and pay such premium or premium as may be necessary for that purpose and from time to time deduct the amount so paid by the School from any money due or which may become due to the Contractor or recover the same as debt due from the Contractor.

### **Facilities to other Contractors.**

54. The Contractor shall, in accordance with requirements of the School-in-charge, afford all reasonable on separate contracts in connection with the works and for departmental labour and labour of any other properly authorized authority or statutory body which may be employed at the site on execution of any work not included in the Contract or of any Contract which the School may enter into in connection with or ancillary to the works.

### **Notice of Local Bodies**

55. The Contractor shall comply with and give all notices required under any governmental authority, instrument, rule or order made under any Act of parliament, State Laws or any regulation or Bye-laws of any local authority relating to the works. He shall before make any variation from the contract drawings necessitated by such compliance give to the School-in-charge a written notice giving reasons for the proposed variation and obtain the School-in-charge's instructions thereon.

56. The contractor shall pay and indemnify the School against any liability in respect of any fees or charges payable under any Act of parliament, State laws or any Government instrument, rule or order and any regulations or Bye-laws of any local authority in respect of the works.

### **Sub-contracts.**

57. The Contractor shall not sublet any portion of the contract without the prior written approval of the Accepting Authority.

### **Instructions and Notices.**

58. Subject as otherwise provided in this contract, all notices to be given on behalf of the School and all other actions to be taken on its behalf may be given or taken by the Admin Officer or any officer for the time being entrusted with the functions, duties and powers of the School-in-charge.

(a) All instructions, notices and communications etc. under the contract shall be given in writing and if sent by registered post to the last known place of above or business of the contractor shall be deemed to have been served on the date when in the ordinary course of post these would have been delivered to him.

(b) The Contractor or his Agent shall be in attendance at the site sites during all working hours and shall superintendent the execution of the works with such additional assistance in each trade as the Admin Officer may considered necessary. Orders given to the contractor's Agent shall be considered to have the same force as if they had given to the Contractor himself.

(c) The Admin officer shall communicate or confirm his instructions to the Contractor in respect of the execution of work in a works site order Book 'maintained in the office of the Admin Officer and the Contractor or his authorized representative shall conform receipt of such instructions by signing the relevant entries in this book. If required by the Contractor, he shall be furnished a certified true copy of such instruction(s).



59. If at any time after acceptance of the tender the School shall decide to abandon or reduce the scope of the works for any reason whatsoever and hence not require the whole or any part of the works to be carried out, the Admin officer shall give notice in writing to that effect to the Contractor and the Contractor shall have no claim to any payment of compensation or otherwise whatsoever, on account of any profit or advantage which he might have derive in consequence of the foreclosure of the whole or part of the works.

60. The Contractor shall be paid at contract rates full amount for works executed at site and, in addition, a reasonable amount as certified by the Admin Officer for the items hereunder mentioned which could not be utilized on the work to the full extent because of the foreclosure:

(a) Any expenditure incurred on preliminary site work e.g., temporary access roads, temporary labour huts, staff quarters and site office storage accommodation and water storage tanks.

(b) The School shall have the option to take over Contractor's materials or any part thereof either brought to site or of which the Contractor is legally bound to accept delivery from suppliers (for in School in or incidental to the work), provided, however the School

(c) For Contractor's materials not retained by the School, reasonable cost of transporting such materials from site to Contractor's permanent stores or to his other works, whichever is less. If materials are not transported to either of the said places, no cost of transportation shall be payable.

(d) If any materials supplied by the School are tendered surplus, the same except normal stage shall be returned by the Contractor to the School at rates not exceeding those at which these were originally issued less allowance for any deterioration or damage which may have been caused whilst the materials were in the custody of the Contractor. In addition, cost of transporting such materials from site to the School Stores, if so, required by the School.

(e) Reasonable compensation for transfer of T & P from Site to Contractor's permanent stores or to his other works, whichever is less. If T & P are not transported to either of the said places, no cost of transportation shall be payable.

61. The Contractor shall if required by the School-in-charge, furnish to him books of account, wage books, time sheets and other relevant documents as may be necessary to enable him to certify the reasonable amount payable under this condition.

### **Termination of Contract for Death**

62. If the Contractor is an individual or a proprietary concern and the individual or the proprietor dies and if the contractor is a partnership concern and one of the partners dies than unless the Accepting Authority is satisfied that the legal representatives of the individual Contractor or of the Proprietor of the proprietary concern and in the case of partnership, the surviving partners, are capable of carrying to cancel the Contract as to its in completed part without the School being in any way liable to payment of any compensation to the estate of the deceased contractor and /or to the surviving partners of the Contractor's firm on account

of the cancellation of the Contract. The decision of the Accepting Authority that the legal representatives of the deceased Contractor and complete the Contract shall be final and binding on the parties, In the event of such cancellation the School shall not hold the estate of the deceased contractor and/or the surviving partners of the Contractor's firm liable in damages for not completing the Contract.

### **Cancellation of Contract in full or part.**

#### **63. If the Contractor:**

- (a) At any time makes default in proceeding with the works with due diligence and continued to do so after a notice in writing of 7 days from the Admin Officer: or
- (b) Commits default in complying with any of the terms and condition of the Contract and does not remedy it or take effective steps to remedy it within 7 days after a notice in writing is given to him in that behalf by the School-in-charge
- (c) Ails to complete the works or items of work with individual dates of completion, and does not complete them within the period specified in a notice given in writing in that behalf by the School-in-charge.
- (d) Commits default in unauthorized transfer/ removal from the work site of any material for which payment has been claimed or indulges in unauthorized transfer/removal of materials/Tools and plants issued by the School for in School/use in the specific work without the written permission of School-in-charge.
- (e) Shall offer or give or agree to give to any person in School's service or to any other person on his behalf any gift or consideration of any kinds as an inducement or reward for doing or forbearing to do or for having done or forborne to do any act in relation to the obtaining or execution of this or any other contract for the School; or

### **Cancellation of Contract in full or part**

#### **64. If the Contractor:**

- (a) At any time makes default in proceeding with the works with due diligence and continued to do so after a notice in writing of 7 days from the Admin Officer: or
- (b) Commits default in complying with any of the terms and condition of the Contract and does not remedy it or take effective steps to remedy it within 7 days after a notice in writing is given to him in that behalf by the School-in-charge  
:: or
- (c) Ails to complete the works or items of work with individual dates of completion, and does not complete them within the period specified in a notice given in writing in that behalf by the School-in-charge.
- (d) Commits default in unauthorized transfer/ removal from the work site of any material for which payment has been claimed or indulges in unauthorized transfer/removal of materials/Tools and plants issued by the School for in School/use in the specific work without the written permission of School-in-charge.

- (e) Shall offer or give or agree to give to any person in School's service or to any other person on his behalf any gift or consideration of any kinds as an inducement or reward for doing or forbearing to do or for having done or forborne to do any act in relation to the obtaining or execution of this or any other contract for the School; or
- (f) Shall enter into a Contract with the School in connection with which commission has been paid or agreed to be paid by him or to his knowledge unless the particulars of any such commission and the terms of payment thereof have previously been disclosed in writing to the Accepting Authority/School-in-charge; or
- (g) Shall obtain a contract with the School as a result offering tendering or by other non-bonafide methods of competitive tendering; or
- (h) Being an individual, or if a firm, any partner thereof , shall at any time be adjudged insolvent or have a receivers order for administration of his estate made against him or shall take any proceedings for liquidation or composition (other than a voluntary liquidation for the purpose of amalgamation or reconstruction) under any Insolvency Act for the time being in force for the sequestration of his estate or if a trust deed be executed by him for benefit of his or editor shall be given to the Contractor for the value of contractor's materials taken over and incorporated in the work, and use of tackle and machinery belonging the Contractor; or
- (i) Being a School, shall pass a resolution or the Court shall make an order for the liquidation of its affairs, or a receiver or manager on behalf of the debenture holders shall be appointed or a circumstance shall arise which entitle the Court of decent debenture holders to appoint a receiver or manager; or
- (j) Shall suffer an execution being levied on his goods and allow it to be continued for a period of 21 days ; or
- (k) Assigns, transfers, sublets (engagement of labour on a piece work basis or of labour with materials not to be incorporated in the work, shall not be deemed to be subletting) or attempts to assign, transfer or sublet the entire works or any portion thereof without the prior written approval of the Accepting Authority;

65. The Accepting Authority may, without prejudice to any other right to remedy which shall have accrued or shall accrue thereafter to the School by written notice cancel the Contract as whole or only such items of work in default from the Contract. The Accepting Authority shall on such cancellation have powers to :

- (a) take possession of the site and any materials, constructional plant, implements, stores, etc., thereon; and/or (b) carry out the incomplete work by any means at the risk and cost of the Contractor.
- (b) On cancellation of the Contract in full or in part the Admin officer shall determine what amount, if any , is recoverable from the Contractor for completion of the works or part of the works or in case the woks or part the works is not be completed, the loss or damage suffered by the School. In determining the amount, credit shall be given to the Contractor for the value of the work executed by him upto the time of cancellation, the value of contractor's materials taken over and incorporated in the work, and use of tackle and machinery belonging to the Contractor.

(c) Any excess expenditure incurred or to be incurred by the School in completing the works or part of the works or the excess loss or damages suffered or may be suffered by the School as aforesaid after allowing such credit shall be recovered from any money due to the Contractor on any account, and if such moneys are not sufficient the Contractor shall be called upon in writing to pay the same within 30 days.

(d) If the Contractor shall fail to pay the required sum within the aforesaid period of 30 days, the Admin Officer shall have the right to sell any or all of the Contractor's unused materials, constructional plant, implements, temporary buildings, etc. and apply the proceeds of sale thereof towards the satisfaction of any sums due from the Contractor under the Contract and if thereafter there be any balance outstanding from the Contractor, it shall be recovered in accordance with the provisions of the Contract.

(e) Any sums in excess of the amounts due to the School and unsold materials, constructional plant, etc. shall be returned to the Contractor, provided always that if cost or anticipated cost of completion by the School of the works is less than the amount which the Contractor would have been paid had he completed the works or part of the works, such benefit shall not accrue to the Contractor.

#### **Liability for Damage, Defects or Imperfections and Rectification thereof**

66. If the Contractor or his workman or employees shall injure or destroy any part of the building in which they may be working or any building, road, fence etc. contiguous to the premises on which the work or any part of it is being executed or if any damage shall happen to the work while in progress the Contractor shall upon receipt of a notice in writing in that behalf make the same good at his own expense. If it shall appear to the Admin Officer or his Representative at any time during construction or reconstruction or prior to the expiration of the Defects Liability period, that any work has been executed with unsound, imperfect or unskilful workmanship or that any materials are of a quality inferior to that contracted for ; or otherwise not in accordance with the Contract, or that any defect, shrinkage or other fault have appeared in the work arising out of defective or improper materials or workmanship, the Contractor shall, upon receipt of a notice in writing in that behalf from the School-in-charge, forthwith rectify or remove and reconstruct the work so specified in whole or in part, as the case may require or at his own expense, notwithstanding that the same may have been done so within the period to be specified by the Admin Officer may rectify or remove and re-execute the work and/or remove and replace with others the materials or articles complained of, as the case may be, by other means at the risk and expense of the Contractor.

67. In case of repairs and maintenance works, splashes and dropping from white washing, painting, etc. shall be removed and surfaces cleaned simultaneously with completion of these items of work in individual rooms, quarters or premises, etc. where the work is done, without waiting for completion of all other items or work is done, without waiting for completion of all other items or work in the Contract. In case the Contractor fails to comply with the requirements of this Condition, the Admin officer shall have the right to get the work done by other means at the cost of the Contractor. Before taking such action, however, the Admin officer shall give three days' notice in writing to the Contractor.

**Urgent Works**

68. If any urgent work (in respect whereof the decision of the Admin officer shall be final and binding) becomes necessary and the contractor unable or unwilling at once to carry it out, the Admin Officer may by his own or other work people, carry it out, the Admin Officer may by his own or other work people, carry it out as he may consider necessary. If the Urgent work be such as the contractor is liable under the contract to carry out at his expense, all expenses incurred on it by the School shall be recoverable from the Contractor and be adjusted or rest of against any sum payable to him.

**Change in Constitution**

69. Where the Contractor partnership firm, prior approval in writing of the Accepting Authority shall be obtained before any change is made in the constitution of the firm. Where the Contractor is an individual or a Hindu Undivided Family business concern such approval as aforesaid shall likewise be obtained before the Contractor enters into any partnership agreement where under the partnership firm would have the right to carry out the work hereby undertaken by the Contractor. If prior approval as aforesaid is not obtained the contract shall be deemed to have been assigned in contravention of Condition 41(j) hereof and the same action may be taken and the same consequences shall ensure as provided for in the said condition 41.

**Training of Apprentices**

70. The Contractor shall during the currency of the contract when called upon by the Admin Officer engage and also ensure engagement by sub-contractors and others employed by the contractor in connection with the works, such number of apprentices in the categories mentioned in Schedule – C and for such periods as may be required by the School-in- charge. The Contractor shall train them as required under the Apprentices Act, 1961 and shall be responsible for all obligations of the employer under the Act including the liability to make payment to apprentices as required under the Act.

**PART-III**  
**VALUATION AND PAYMENT**  
**Records and Measurement**

1. The School-in-charge, shall except as otherwise stated ascertain and determine the value of the works done in accordance with the measurement recorded and the contracted rates for each such items of work.
2. All items having a financial value shall be entered in measurement Book, Level Book, etc. Prescribed by the School so that a complete record is obtained of all work performed under the contract.
3. Measurement shall be taken jointly by the Admin Officer or his authorized representative and by the Contractor or his authorized representative.
4. Before taking measurements of any work, the Admin Officer or the persons deputed by him or the purpose shall give a reasonable notice to the Contractor. If the Contractor fails to attend or send as authorized representative for measurement after such a notice or fails to countersign or to record the objection within a week from the date of measurement, then in any such event measurements taken to be correct measurements of the work.
5. The contractor shall, without extra charge, provide assistance with every appliance, labour and other things necessary for measurement.
6. Measurements shall be signed, and dated by both parties each day on the Site on completion of measurement. If the Contractor objects to any of the measurements recorded on behalf of the School, a note to that effect shall be made in the measurement book against both parties engaged in taking the measurement.
7. Where mode of measurement is not otherwise specified, the measurement shall be taken at Site as per the latest I.S. Code of practice at the time of tendering.

**Method of Measurement**

8. Except where any general or detailed description of the work in quantities expressly shows to the contrary, Schedule of Quantities shall be deemed to have been prepared and measurements shall be taken in accordance with the procedure set forth in the Schedule of Rates/ Specification notwithstanding any provision in the relevant Standard Method of Measurement or any general or local custom. In the case of items which are not covered by the Schedule of Rates/specification, measurements shall be taken in accordance with the relevant standard Method of Measurement issued by the Indian Standard Institution.

**Payment of Account**

9. Interim bills shall be submitted by the Contractor at intervals mentioned Schedule – C on or before the date fixed by the Admin Officer for the work executed. The Admin officer shall then arrange to have the bill verified by taking or causing to be taken, where necessary, the requisite measurements of the work.
10. Payment on account for amount admissible shall be made on the Admin Officer certifying the sum to which the Contractor is considered entitled by way of interim payment for all work executed, after deducting there from the accounts already paid, the security deposit and such other amounts as may be deductible or recoverable in terms of the Contract.

11. Any interim certificate given relating to work done or materials supplied may be modified or corrected by any subsequent interim certificate or by the final certificate. No certificate of the Admin Officer supporting an interim payment shall of itself be conclusive evidence that any work or materials to which it relates is/are accordance with the contract.
12. Pending consideration of extension of date of completion interim payment shall continue to be made as herein provided.

### **Time Limit for payment of final Bill**

13. The final bill shall be submitted by the Contractor within three months of physical completion of the works. No further claims shall be made by the Contractor after submission of the final bill and these shall be deemed to have been waived and extinguished. Payment of those items of the bill in respect of which there is no dispute and of items in dispute, for quantities and at rates as approved by School-in-charge, shall be made within the period specified hereunder the period being reckoned from the date of receipt of the bill by the School-in-charge.

- (a) Contract amount not exceeding Rs. 5 lakhs : Two months.
- (b) Contract amount exceeding Rs. 5 Lakhs : Three months

14. After payment of the amount of the final bill payable as aforesaid has been made, the Contractor may, if he so desires, reconsider his position in respect of the disputed portion of the final bill and if he fails to do so within 90 days his disputed claim shall be dealt with as provided in the Contract provided however no reimbursement or refund shall be made if the increase/decrease is not more than +10% of the said price, and if so the reimbursement or refund shall be made only on the excess over +10% provided that any increase will not be payable if such increase has become operative after the contract or extended date of completion of the works or items of work in question.

### **Overpayments and Underpayments**

15. Whenever any claim for the payment of a sum of money to the School arises out of or under this contract against the Contractor the same may be deducted by the School from any sum then due or which at any time thereafter may become due to the Contractor under this contract and failing that under any other contract with the School (which may be available with the School) or from his security deposit or he shall pay the claim.

16. The School reserves the right to carry out post payment audit and technical examination of the final bill including all supporting vouchers, abstracts, etc. The School further reserve the right to enforce recovery of any over payment when detected, notwithstanding the fact that amount of the final bill may be included by one of the parties as an item of dispute before an arbitrator appointed under condition 52 of this contract and notwithstanding the fact that the amount of the final bill figures the arbitration award.

17. If as a result of such audit and technical examination any over payment discovered in respect of any work done by the Contractor alleged to have been done by him under the Contract, it shall be recovered by the School from the Contractor by any or all of the methods prescribed above or if any underpayment is discovered, the amount shall be duly paid to the Contractor by the School.

18. Provided that the aforesaid right of the School to adjust overpayment against amounts due to the Contractor under any other Contract with the School shall not extend beyond the period of two years from the date of payment of the final bill or in case the final bill is a Minus



Bill, from the date the amount payable by the Contractor under the MINUS final bill is communicated to the Contractor.

19. Any amount due to the Contractor under this contract for underpayment may be adjusted against any amount then due or which may at any time thereafter become due before payment is made to the Contractor, from him to the School on any other contract or account whatsoever.

## **PART-IV** **ARBITRATION AND LAW**

### **Arbitration**

1. Except where otherwise provided for in Contract all questions and dispute relating to the meaning of the specifications, designs, drawings and instructions herein before mentioned and as to the quality of workmanship or materials used on the work or as to any other question, claim right, matter or thing whatsoever in any way arising out of or relating to the contract, designs, drawings specifications, estimates, instructions, orders or these conditions or otherwise concerning the works, or the execution or failure to execute the same whether arising during the progress of the work or after the completion or thereof shall be referred to the sole arbitration, or otherwise concerning the works, or the execution or failure to execute the same whether arising during the progress of the work or after the completion or abandonment thereof shall be referred to the sole arbitration of the Principal, Sainik School Kalikiri and if the Principal, Sainik School Kalikiri is unable or unwilling to act to the sole arbitration, of some other person appointed by the Principal, Sainik School Kalikiri, willing to act as such arbitrator. There will be no objection if the arbitrator so appointed is an employee of Sainik School Kalikiri and that he had to deal with the matters to which the Contract related and that in the course of his duties as such he had expressed views on all or any of the matters in dispute or difference. The arbitrator to whom the matter is originally referred being transferred or vacating his office or being unable to act for any reason, such Principal, Sainik School Kalikiri as aforesaid at the time of transfer vacation of office of inability to act, shall appoint another person to act as arbitrator in accordance with the terms of the contract such person shall be entitled to proceed with the reference from the stage at which it was left by his predecessor. It is also a term of this contract that no person other than a person appointed by such Principal, Sainik School Kalikiri, as aforesaid should act as arbitrator and if for any reason, that is not possible, the matter is not to be referred to arbitration at all. In all cases where the amount of the claim in dispute is Rs. 50,000/- (rupees Fifty thousand) and above, the arbitrator shall give reasons for the award.

(a) Subject as aforesaid the provisions of the Arbitration Act, 1940 or any statutory modification or re-enactment thereof and the rules made there under and for the time being in force shall apply to the arbitration proceeding under this clause. It is a term of the contract that the party involving arbitration under this clause together with the amount or amounts claimed in respect of each such dispute. The arbitrator(s) may from time to time with consent of the parties enlarge the time, for making and publishing the award.

(b) The work under the Contract shall, if reasonably possible, continue during the arbitration proceedings and no payment due or payable to the Contractor shall be

withheld on account of such proceedings. The arbitrator shall be deemed to have entered on the reference on the date he issues notice to both the parties fixing the date of the first hearing. The arbitrator shall give a separate award in respect of each dispute or difference referred to him. The venue of Arbitrator shall be such place as may be fixed by the Arbitrator, in his sole discretion. The award of the Arbitrator shall be final, conclusive and binding all parties to this contract.

### **Laws governing the contract**

2. This contract shall be governed by the Indian Laws for the time being in force and it shall be deemed to have been executed at Kalikiri, District Chittoor, Andhra Pradesh within the ordinary Civil Jurisdiction of the Competent Courts in the District Chittoor.

### **Taxes**

3. The rates quoted by the tenderer shall be deemed to be inclusive of the sales and other levies, VAT, duties, royalties, cess, toll, taxes of Central and state Governments, local bodies and authorities that the tenderer will have to pay for the performance of this Contract. SAINIK SCHOOL KALIKIRI will perform such duties in regard to the deduction of such taxes at source as per applicable law.

4. Tenderer shall quote all-inclusive prices including the liability of Turnover tax, sales tax, Excise duty, Works tax, Royalty charges and other tax/ or duty (as applicable) on contract as a whole or part thereof. All royalty charges payable for mineral, materials – like sand, moorum, granular sub base, stone metal, grit etc. shall be payable by the tenderer. The tenderer shall submit proof of having paid the same for the entire quantity of material supplied.

### **Schedule A**

### **MATERIALS ISSUE TO THE CONTRACTOR**

**NO ISSUE MATERIALS FOR THIS WORK FROM SCHOOL SIDE**

**Schedule B**

<b>S. No.</b>	<b>Category of Labour</b>	<b>Wage per day</b>	<b>Remarks</b>
1.	Unskilled/Semi Skilled/ Skilled Labour	Minimum wages to be paid as fixed by Asstt. Labour Commissioner ( C ) /DC Chittoor from time to time	Prevailing Daily wages Rate as on date for surface work or Under Ground work if applicable as per circular Notice by Asstt Labour Commissioner and E.P.F.& M.P. Act '1952 as per Regional Provident fund Commissioner. However, the contractor will have to pay the minimum wages with Employee provident fund as applicable during the period for execution of the work without any escalation.

Signature of Contractor: \_

Date :

**Schedule C****REFERENCE TO GENERAL CONDITIONS OF CONTRACT****Condition No.**

1. Accepting Authority : **Principal, Sainik School Kalikiri**
2. Market Rate – Percentage addition to over overhead and Profit. : Ten per cent.
3. Retention Money : **3** (Ten) per cent.
4. Date of Commencement: **Within 15 (fifteen) days** from the date on which written order is issued to commence the work.
5. Date of Completion: **60 (Sixty) days** from the date of order to commence.
6. Instalment after virtual completion. : **05 ( Five )** Per cent.
7. Agreed Liquidated Damage: Upto a maximum of 10 percent of the contract sum.
8. Defect Liability Period : **6 months**
9. Insurance : As directed.
10. Authority for appointing arbitrator. : Principal, Sainik School Kalikiri

## **PART- V**

### **SPECIAL CONDITIONS**

1. **Site investigations.** The work envisaged in this contract consists of construction of repair of broken Retaining wall behind GE quarters for the SAINIK SCHOOL KALIKIRI as indicated in the Schedule of Quantities. The work has to be executed in accordance with construction drawings which will be issued progressively after the placement of the order. The tenderers are advised to visit the site to acquaint themselves as to the nature and location of the work of the general and local conditions, particularly those bearing upon transportation, disposal, handling and storage of materials, availability of labour, water, electric power and road, as also uncertainties of weather or similar physical conditions of the site, the formation and conditions of the site, the formation and conditions of the ground, the character, quality of surface and sub-surface materials to be encountered, including sub-soil water levels, the character of equipment and facilities need, preliminary to and during the progress of the work or the cost thereof under the contract.
2. **Stores to be supplied:** No issue materials for this work.
3. **Government labour act.** The contractor has to follow strictly the Government Labour Acts, which are and will be in force during the period of execution of work. All necessary arrangements for Labour 's security Insurance, will have to be made by the contractor at his own cost.
4. **No escalation shall be payable under this contract.**

### **Specifications to be followed**

5. The entire work shall be carried out as per CPWD/AP Govt/BIS specifications, however directions of Admin officer shall be final & binding.
6. **Mode of measurement.** Mode of measurement of quantities, lead, lift, deduction of voids etc. shall be as per CPWD/AP Govt/BIS specifications unless otherwise stated in the Schedule of quantities enclosed with this tender document.
7. **Contractor's camp.** All departmental materials i.e. cement, steel etc. issued to the contractor must be stored in the go down to be constructed/ arranged by the contractor at their own cost in suitable place at work site. No claim for carriage of materials to the work site shall be entertained.
8. **Contractor's superintendence.** The contractor shall employ one or more competent and qualified technical person/s and supervisor/s whose name/s shall have to be communicated in writing to the Admin Officer by the contractor at the site of work during all working hours and any orders or instructions which the School-in-charge/School's representative may give to the said representative of the contractor, shall be deemed to have been given to the contractor.
9. Contractor shall shift the excess quantity of stone aggregate, and other materials etc. from one place to another during execution of the work at their own cost.
10. There shall be six months defect liability period in this contract.
11. In case of stoppage of work by local people / Bandh or any other reasons, no idle charges will be paid by School towards labour, plant and machinery etc. to the contractor for this work.

12. Contractor shall engage Local experienced labours who are unemployed now for execution of this work and to deal with all Administrative/ local problems at their own cost.
13. In case payment of labourers engaged for this work, has not been made on stipulated payment day, School shall compel the contractor to stop the work and necessary action will be taken.
14. Necessary workmen insurance coverage and Labour License for **15 (fifteen) workmen (minimum)** shall be obtained by the contractor for this work at his own cost for the entire period of the contract and shall be furnished to the School before commencement of the work.
15. Contractors shall arrange the workman compensation, policy and insurance for their tools, plants and equipment directly from the insurance companies.
16. In case of damages, the contractor shall submit the claim to the insurance company along with required documents in time. If the case is not submitted in time and claim becomes time barred, it shall be the responsibility of the contractor.
17. Claim settled by the insurance company shall be passed on to the contractor.
18. Quantity of any individual item may vary to any extent and be excluded altogether; Contractor will carry out all works up to a total variation of  $\pm 10\%$  (TEN) on the contract price and all quoted rates shall remain firm within this limit.
19. **No deviation in tender condition shall be applicable. No condition will be accepted in tender.**
20. The work will be carried out in proper condition and contractor shall take necessary safety precautions during the execution of work. Safety appliances like gum boot, helmet, gloves and safety belt etc. shall be provided by the contractor at their own cost.
21. Site will be handed over as is where basis the contractor should himself get acquainted with existing site condition before the submitting the tender.
22. The works have to be carried out as per the provision of Indian Electricity Act and Rules and AERB.
23. Sales Tax or any other Tax in respect of this contract, if any shall be payable by the contractor and the School will not entertain any claim whatsoever in this respect.
24. Medical Fitness Certificate of all workmen and supervisors from a registered doctor shall be produced by the successful tenderer before commencement of work.
25. Conditional tender may disqualify so tenderers are advised to quote the price as per RFP of Sainik School Kalikiri conditions only.
26. All Administrative/ Local problems will be sorted out by the Contractor independently
27. Price Part shall be open only of the technically qualified tenderers later on (date to be notified to the technically qualified tenderers only).
28. Conditional Tender in the Price part shall not be considered

## **SAFETY OF CONTRACTORS EMPLOYEES**

29. The Contractor shall at all times, take all reasonable precaution for the safety of employees, including these of sub-contractors in the performance of his contract and shall comply with all applicable provisions of both Central as well as the State Safety Laws. In addition to the safety provision already included in the tender, the contracting officer shall include the safety requirements recommended by the Doctor/NA Sainik School Kalikiri for a specified contract. In the event that the contractor fails to comply with these provisions, the contracting officer may, without prejudice to any other legal or contractual rights, issue an order stopping all or any part of the work, thereafter a start order for resumption of work may be issued at the discretion of the contracting officer. The contractor shall make no reason of or in connection with such stoppage.

30. Contractors shall have a full time Safety Officer/School when the contractor employees 500 or more persons or when engaged in especially hazardous work. In the case of contractors employing fewer than 500 persons his safety representative shall be an employee in a high supervisory capacity and his safety duties may be in addition to other technical administrative duties.

31. Contractors shall have at least one person fully trained in First Aid present at the site of work all the time.

32. Contractors must report to the MI Room, Sainik School Kalikiri through their contracting officers every accident involving.

- (a) their personnel
- (b) SAINIK SCHOOL KALIKIRI Property or Personnel
- (c) Property or Personnel of other Contractors working on the site.

33. Contractors must report to the MI Room, Sainik School Kalikiri immediately on becoming aware of any accident of Type-A (see Appendix-1) giving the following information :

- (a) Name of the informant
- (b) Nature and location of incident being reported
- (c) Name if /supervisor/School-in-Charge, location and telephone number where he can be reached.
- (d) Contractors shall submit their investigation reports, through their contracting officer, to the MI Room, Sainik School Kalikiri immediately but not later than 3 working days after the occurrence of accident in the form-A (see Appendix –2)
- (e) In the case of Type – B accident (see Appendix – 1), contractors shall submit their investigation reports, through their contracting officers, to the MI Room, Sainik School Kalikiri immediately but not later than 3 working days after the occurrence of accident in the form – A.
- (f) Monthly summary of accidents and cases of fire shall be prepared by each contractor in form-B(see Appendix –3) and be sent to the MI Room, Sainik School Kalikiri by the 7<sup>th</sup> of the next month.
- (g) Prime Contractor report shall include the man days lost and occurrence of accidents under the jurisdiction of the Sub-contractors.
- (h) Contractors shall submit a narrative on safety activities and fire incidents for each month alongwith Form – B . The review should contain such items as personnel and programmed chance, major project started and major problems.



TYPE – A  
Fatal Injuries.

## APPENDIX-1

### CLASSIFICATION OF ACCIDENTS

Serious Injuries such as fracture, Dislocation, severe burns etc., Necessitating hospitalization.  
Any Injury to five or more persons.  
Accidents resulting in damage by fire, explosion etc.

TYPE – B

Minor Injuries which result in laceration, abrasion, contusion etc. Disabling Injuries but not requiring hospitalization.

( F O R M - A )  
ACCIDENT INVESTIGATION REPORTS

1. Name of the Contractor and
  2. Project : Nature of the Contract :
  3. Name of the injured person :
  4. Age :
  5. Address :
  6. Date and Time of Accident :
  7. Place where the accident occurred :
  8. Nature of job :
  9. What was the injured person doing at : the time of accident
  10. Description of Accident (in detail) : Nature of Injuries :
  11. What was defective or in wrong condition that was responsible for the accident:
  12. What was wrong with working methods/ : instructions.
  13. What steps should be taken to prevent : recurrence of such accident.
- Name of the witnesses : 1.  
2.

Safety Representative's Remarks with :  
Signature and Date.

(F O R M –B)  
**SUMMARY OF ACCIDENT**

Name of the Contractor :  
 Name of the Project. :  
 Name of the Sub-Contractor :  
 Name of the Safety  
 Representative of The Project :  
 Total no. of persons  
 working in the  
 project. :  
     Schools :  
     Supervisor :  
     Labourers : Male: Female:

Total No. of Accidents  
 (including Type –A and B  
 Accidents) :

Disabling Injuries :

Non-disabling Injuries. :

-----  
Agency

No.

No.of days lost/charged

Machine :

Handling materials :

Fall of persons :

Hand Tools :

Fire/Explosing :

Collapse of excavation/ :  
 Structure  
 Electric shock/burnt :

Miscellaneous :

Remarks :

Signature of Safety  
 Representative

Date :

**Appendix 'A'**  
(Refers to Para 2 [a(v)] of Part I of RFP)

(To be signed & returned with the bid)

**CERTIFICATE / UNDERTAKING BY THE BIDDER**

1. It is certified that we, \_\_\_\_\_ (the company, consortium) have read and completely understood the entire Tender documents and its appendices along-with Annexure. Accordingly, we fully agree with all the terms and conditions and we will abide by them. We are also totally familiar with the conditions under which the work is to be performed including service conditions, availability of labour and materials, and we will not approach our client for raising project cost, post issue of purchase order or during the course of the project.
2. Therefore, it is further certified that any additional cost incurred / required to complete the project at Sainik School, Kalikiri would be borne by us. It is our responsibility and onus to propose and include any, and, all items required for a complete work whether or not it is identified or mentioned in the tendering documents or its attachments or enclosures or annexure.
3. We also agree to the Schedule of Requirement (SoR) being a general guideline and further agree to the Customer reducing / increasing the SOR in the supply order based on the survey etc., during the TNC/PNC stage.
4. All prices are landed costs (at Sainik School, Kalikiri), inclusive of all taxes, duties, levies, freight etc., in Indian Rupees.
5. "I/ we hereby certify that I/we will be responsible for all the contractual obligations including uninterrupted supply, quality aspect replacement of items, installation, commissioning and duly handing over of the entire equipment/ system after trials /testing and warranty/guarantee obligations". "Also that my/our firm has not been blacklisted/debarred for further business by any of the central/state Govt. or PSU/reputed agencies/bodies and my/our business records are absolutely clean and in order" and that we/are the law abiding citizen/firm of this democratic nation "INDIA". And that we are not involved in any anti national / anti-social/ terrorism activity and no such case has been filed/pending against us in any of the law enforcing body of Govt. of India/ State Govt. / any foreign country etc. Further to this I/we are not involved in any cases related to financial irregularities/frauds etc., in India/abroad.
6. I/ we further certify that I/we have gone through each and every clause of the tender document and have clearly understood these clauses. Implications of these clauses on the tender being submitted to Principal, Sainik School Kalikiri including the costing of each individual items have also been clearly understood.
7. I/ we certify that we unconditionally agree to various terms and conditions given in the tender document and we have not quoted any commercial terms/conditions or any clause in our 'Q' bid (Commercial bid) which can affect the cost of items quoted by us. We have read & clearly understood all the clauses of tender document.
8. Details of my bank account are as follows: - (Please attach a cancelled cheque for verification and to ensure that the amount is credited to your correct bank account)

(a) Name of the account :

- (b) Type of account :
- (c) Account No :
- (d) MICR No :
- (e) Bank Name :
- (f) Full Postal address of the Bank with pincode, Tele No, Fax No.:

9. Our/my contact details are as follows: -

- (a) Name of the contact person :
- (b) Designation :
- (c) Tele No. with STD :
- (d) Fax No. with STD :
- (e) Mobile No. :
- (f) Email ID :

10. Our/my income tax details are as follows: -

- (a) IT PAN Card No. :
- (b) IT Ward Circle :
- (c) Full postal address of the income tax Officer where your income tax return is filled:

Sign\_\_\_\_\_

Name \_\_\_\_\_

Designation \_\_\_\_\_

Place\_\_\_\_\_

Company Rubber Stamp/Seal

**TECHNICAL SPECIFICATIONS**  
**"PROVISIONING OF WATER TANKS FOR CLASS IV STAFF QUARTERS"**

Bill of Quantities									
S. No	Description of item	Nos	Length	Width	Height	Quantity	Unit	Rate (Rs.)	Amount (Rs.)
1	PVC PIPES & FITTINGS (Materials shall be procured from the list of approved Brands/ Manufacturers/ Suppliers) 335 MAT-01889 BMW-G.01 a) Providing & Placing on Terrace (at all floor levels) polyethylene water storage tank with Triple layer approved brand & manufacture with cover and suitable locking arrangement & making necessary holes for inlet & outlets and over flow pipes but without fittings & base support for tanks As per proposed Rate								
	Water Tank	3	500			1500	Lit		
2	Supply and Fixing of Premium make CPVC Pipes and Fittings to meet the requirement of ASTM-D 2846 and are produced in CTS (Copper Tube Sizes 1/2" ton 2" Ashirvad Flowgurard SDR 11 and SDR 13.5 pipes are made from identical CPVC compounds having the same physical Properties for Hot and Cold Water (IS 15778:2007) As per proposed rate								
	34.90mm OD Pipe - SDR 11	1	52			52	Rmt		
	28.60mm OD Pipe - SDR 11	1	56			56	Rmt		
3	Supply, installation, testing and commissioning of 25mm dia Gate valve Makes : Zoloto / Leader / SANT/NEUG								
		3				3	Nos		
4	a) S& F 40 mm Nominal Bore GI pipe Light Grade properties & weight as per IS 1239 ISI mark with GI fittings including the cost of pipe & its fittings & labour charges complete As per Proposed rate								
		1	20			20	Rmt		
5	Plain Cement concrete ( 1 : 2 :4) prop : nominal mix (Cement : Fine aggregate: coarse aggreage) using 20mm (SS5) graded machine crushed hard granite metal (coarse aggregate) from approved quarry including cost and conveyance of all materials like cement, fine aggregate and coarse aggregate water etc., to site, cost of seigniorage charges on all materials including centering shuttering machine mixing laying concrete in position curing and centering charges etc., and as directed by the Engineer-in - charge of work for finished item of work (APDSS No. 402 & 403)								
	Below water tank Dia 1200mm x 150 mm thick	1	0.785	1.44	0.15	0.51	Cum		
6	Drilling of Core cutting Holes in to the lintel shades for provision of Water supply pipes from terrace floor to Ground floor (proposed rate as per market condition)								
		2	2			4.00	Nos		
	<b>For One Side of Building Block (3 Tanks)</b>						<b>Total</b>		
	<b>For One Block (6 Tanks)</b>						<b>Total</b>		
	<b>For Eight Blocks (48 Quarters)</b>						<b>Total</b>		

**TECHNICAL SPECIFICATIONS**  
**“PROVISIONING OF WATER TANKS FOR CADETS DORMITORIES**

Bill of Quantities									
S. No	Description of item	Nos	Length	Width	Height	Quantity	Unit	Rate (Rs.)	Amount (Rs.)
1	PVC PIPES & FITTINGS (Materials shall be procured from the list of approved Brands/ Manufacturers/ Suppliers) 335 MAT-01889 BMW-G.01 a) Providing & Placing on Terrace (at all floor levels) polyethylene water storage tank with Triple layer approved brand & manufacture with cover and suitable locking arrangement & making necessary holes for inlet & outlets and over flow pipes but without fittings & base support for tanks As per proposed Rate								
	Water Tank	3	1000			3000	Lit		
2	Supply and Fixing of Premium make CPVC Pipes and Fittings to meet the requirement of ASTM-D 2846 and are produced in CTS (Copper Tube Sizes 1/2" ton 2" Ashirvad Flowgurard SDR 11 and SDR 13.5 pipes are made from identical CPVC compounds having the same physical Properties for Hot and Cold Water (IS 15778:2007) As per proposed rate								
	34.90mm OD Pipe - SDR 11	1	51			51	Rmt		
	28.60mm OD Pipe - SDR 11	1	49			49	Rmt		
3	Supply, installation, testing and commissioning of 25mm dia Gate valve Makes : Zoloto / Leader / SANT/NEUG								
		3				3	Nos		
4	a) S& F 40 mm Nominal Bore GI pipe Light Grade properties & weight as per IS 1239 ISI mark with GI fittings including the cost of pipe & its fittings & labour charges complete As per Proposed rate								
		1	20			20	Rmt		
5	Plain Cement concrete ( 1: 2 :4) prop : nominal mix (Cement : Fine aggregate: coarse aggreate) using 20mm (SS5) graded machine crushed hard granite metal (coarse aggregate) from approved quarry including cost and conveyance of all materials like cement, fine aggregate and coarse aggregate water etc., to site, cost of seigniorage charges on all materials including centering shuttering machine mixing laying concrete in position curing and centering charges etc., and as directed by the Engineer-in - charge of work for finished item of work (APDSS No. 402 & 403)								
	Below water tank Dia 1200mm x 150 mm thick	1	0.785	1.44	0.15	0.51	Cum		
	<b>For One Side of Building Block (3 Tanks)</b>						<b>Total</b>		
	<b>For One Block (6 Tanks)</b>						<b>Total</b>		
	<b>For Four Blocks (24 Tanks)</b>						<b>Total</b>		

**TECHNICAL SPECIFICATIONS****"PROVISIONING OF WATER TANKS FOR STAFF QUARTERS IN CADETS DORMITORIES"**

<b>Bill of Quantities</b>									
<b>S. No</b>	<b>Description of item</b>	<b>Nos</b>	<b>Length</b>	<b>Width</b>	<b>Height</b>	<b>Quantity</b>	<b>Unit</b>	<b>Rate (Rs.)</b>	<b>Amount (Rs.)</b>
1	PVC PIPES & FITTINGS (Materials shall be procured from the list of approved Brands/ Manufacturers/ Suppliers) 335 MAT-01889 BMW-G.01 a) Providing & Placing on Terrace (at all floor levels) polyethylene water storage tank with Triple layer approved brand & manufacture with cover and suitable locking arrangement & making necessary holes for inlet & outlets and over flow pipes but without fittings & base support for tanks As per proposed Rate								
	Water Tank	2	750			1500	Lit		
2	Supply and Fixing of Premium make CPVC Pipes and Fittings to meet the requirement of ASTM-D 2846 and are produced in CTS (Copper Tube Sizes 1/2" ton 2" Ashirvad Flowgurard SDR 11 and SDR 13.5 pipes are made from identical CPVC compounds having the same physical Properties for Hot and Cold Water (IS 15778:2007) As per proposed rate								
	34.90mm OD Pipe - SDR 11	1	48			48	Rmt		
	28.60mm OD Pipe - SDR 11	1	46			46	Rmt		
3	Supply, installation, testing and commissioning of 25mm dia Gate valve Makes : Zoloto / Leader / SANT/NEUG								
		3				3	Nos		
4	a) S& F 40 mm Nominal Bore GI pipe Light Grade properties & weight as per IS 1239 ISI mark with GI fittings including the cost of pipe & its fittings & labour charges complete As per Proposed rate								
		1	20			20	Rmt		
5	Plain Cement concrete ( 1: 2 :4) prop : nominal mix (Cement : Fine aggregate: coarse aggreage) using 20mm (SS5) graded machine crushed hard granite metal (coarse aggregate) from approved quarry including cost and conveyance of all materials like cement, fine aggregate and coarse aggregate water etc., to site, cost of seigniorage charges on all materials including centering shuttering machine mixing laying concrete in position curing and centering charges etc., and as directed by the Engineer-in - charge of work for finished item of work (APDSS No. 402 & 403)								
	Below water tank Dia 1200mm x 150 mm thick	1	0.785	1.44	0.15	0.51	Cum		
	<b>For One Building Block (2 Tanks)</b>						<b>Total</b>		
	<b>For Four Blocks (8 Tanks)</b>						<b>Total</b>		

**COMMERCIAL BID**  
**"PROVISIONING OF WATER TANKS FOR CLASS IV STAFF QUARTERS"**  
**AT SAINIK SCHOOL KALIKIRI**

Name of work:- Provisioning of Water Tanks for Class IV Staff Quarters at Sainik School at Kalikiri, Chittoor (District), AP.				
Summary				
S.No	Description of Work/Items	Qty	Amount (Rs.)	Remarks
1	Provisioning of Water Tanks including all Water Lines, Accessories, Civil works and labour charges.			
	a) Class IV Staff Quarters	48		
	b) Cadet Dormitories	24		
	c) House Master Quarters	08		
2	Add GST @			
3	Add NAC @ 0.1%			
4	Add: Third Party Quality Control @ 1%			
	<b>GRAND TOTAL (Rs.)</b>			
<b>(Rupees Only)</b>				

**\*\* All the rates should be inclusive of all taxes, consumables, transportation, Scaffolding & Jhoola, ladders & labour charges loading and unloading, fixing etc.**

**Note:**

1. Determination of L-1 will be done on total price of individual item or collective items as per the rate (including levies, taxes and duties levied by Central / State / Local governments such as excise duty, GST, Service Tax, Octroi /entry tax, etc., on final product of all items / requirements as mentioned above).

2. The vendor having maximum L1 items will be considered as L1 vendor for contract agreement.

3. The information is to be filled in carefully after studying the Tender Document and physical inspection/observation of the work location and should tally with '**Technical Specifications**' OR the bidder may furnish their specification along with drawing and plans.

4. The Commercial Bid Format is to be forwarded in writing on the format, which will be considered as the rate quoted.

5. Any information filled wrongly would result in the rejection of this bid and hence utmost care be taken while filling this format.

**6. All materials used by contractor will have to be checked initially for quality/quantity by the school committee/Rep and then after quality/quantity check it will be used for construction. If any material is used by contractor without the quality/quantity check of committee/rep then payment will not be made for same.**



**EMD DECLARATION CERTIFICATE**

It is certified that I/we withdraw or modify Bid during the period of validity, or if I/we are awarded the contract and I/we fail to sign the contract, or to submit a performance security before the deadline defined in the request for bids document, I/we will be suspended for the period of time specified in the request for bids document from being eligible to submit Bids for contracts with the entity that invited the Bids.

**Date :****Signature of Tenderer**

Signature of the Tenderer with Seal