ARMY PUBLIC SCHOOL, DAGSHAI DISTT- SOLAN (HP)

TENDER DOCUMENT: PART - II (FINANCIAL BID OF CHANAKYA BUILDING)

<u>Sr</u> <u>No</u>	Work	<u>Make</u>	Area in sqft	Rate	GST	Total Amount
(a)	Relaying of metal roof on existing roof as under:- (i) Placing metal roof sheets of 0.5mm over existing roof. (ii) Fix any roof damage. (iii) Placement of moisture barrier (iv) Repairs of drip edges if	JSW/ Asian	8000			
(b)	required. (v) Installation of metal roofing panels and ridge caps as required/recovery and disposal of salvage Total (GST + labour + freight)		3	4	ж	

TERM & CONDITIONS

- 1. The rates are required to be filled in figures as well as in words. Contractors are advised to affix transparent cello tape (neat & clean) on the column of rates. No amendment in the rate will be accepted.
- 2. There should not be any overwriting or cutting in the tender. If figures/words are to be amended it should be neatly scored out and the revised figures should be written above and the same should be attested with full signature and date. In the absence of attested signature, the tender is liable to be rejected.
- 3. Approved rates must include transport charges, GST, freight charges and all other taxes rate or imposition whatever applicable. APS Dagshai shall not be liable to pay any tax, freight etc. which may have been expressly stipulated in the tender in the event of acceptance of the tender. Delivery and unloading of items/materials at APS Dagshai will be responsibility of contractor.

- 4. <u>Security.</u> That approved contractor will deposit 5% of contract value as security for execution of work to the entire satisfaction of APS Dagshai, which will be refunded after one year of completion of the contract less any deduction on account of penalties imposed for unsatisfactory work or other reasons. No interest will be paid on security.
- 5. <u>Extension of Time.</u> No extension of time shall be granted beyond period specified, except following reasons:-
 - (a) Abnormally bad weather.
 - (b) Serious loss or damage by fire.
- 6. <u>Payment.</u> Final payment will be made by APS, Dagshai to the contractor for the work carried out after the work is completed and passed by the board in accordance with the specifications of the work executed at sites by the contractor. No interest will be paid on late payment to contractor. The final payment will be made after taking actual measurement of the work on ground as per the approved specifications/samples/brand approved by the Board.
- 7. <u>Workmanship.</u> The contractor will execute the whole and every part of the work in a most substantial and workmen like manner both as regards, materials and otherwise in every respect strictly in accordance with the specifications shown in the sanctioned estimate.
- 8. <u>Alteration of Specifications.</u> APS, Dagshai shall have power to make any alteration to the original specifications that may appear to be necessary or advisable during the progress of the work in accordance with instruction which may be given to him by Chairman.
- 9. <u>Defective work.</u> If it appears to the contractor that work has been executed with unsound, imperfect and unskilled workmanship or with material of any inferior description or quality or that any materials or articles provided by contractor for the execution of work are unsound or of quality inferior to the contract or otherwise not in accordance with the contract or sanctioned estimate, the contractor shall be demanded in writing by the Principal, specifying the work material or articles complained of notwithstanding that the same may have been inadvertently passed, certified and paid will forthwith rectify or remove or reconstruct the work, so specified in whole or in part as the case may be and in the event of his failure to do so within the periods specified by APS Dagshai then the contractor shall be liable to pay the compensation at the rate of 1% on the amount of estimate for every day not exceeding ten days while his failure to do so shall continue and the case of any such failure continuing after this penalty period, Chairman may rectify or remove and replace the other material or articles complained or as the case may be at the risk and expenses in all respect of the contractor.
- 10. <u>Precaution against Risk.</u> If the contractor or his workmen or servants shall break, deface, injure or destroy any part of the building in which they may be working or damage building in which the work or any part of it is being executed, the contractor shall make good the loss at the expenses or in default APS Dagshai may cause the same to be made good at the risk and expenses of the contractor and deduct the expenses from any payment that may be due to the contractor or out of the security amount.
- 11. <u>Sites.</u> The contractor tendered rates are deemed to include all labour material tools, equipment and transport including removal and disposal of debris which may be required in the preparation for and in the full and entire execution and completion of the work. The contractor is deemed to have visited the area in which work is required and satisfied himself as to the nature of the site, local facilities of access and all matters effecting the execution and completion of the work. No extra charges consequent on the misunderstanding or otherwise are admissible.

- 12. Octroi and Other Charges. All charges on account of octroi or sale tax and on other duties on materials to be obtained for the work from any source are to be borne by the contractor.
- 13. Assignment or Transfer of Contract. The contractor shall not without the prior written approval of APS Dagshai assign or transfer the contract or sum contract or any part thereof, for any share in interest therein. No sum of money to be payable under this contract shall be payable to any person other than the approved contractor unless the prior written approval of the APS, Dagshai for assignment or transfer of such money is given.
- 14. <u>Precautions against Risk.</u> The contractor is responsible at his own expenses for precaution to prevent loss or damage from any and all risks. APS Dagshai shall provide watchman necessary for the protection on site works and for material and all things at the sites during the progress of the work and shall take proper steps for providing road signs or lighting arrangements to prevent accident during night hours if required.
- 15. <u>Inspection of Work & Material.</u> A board detailed by APS Dagshai shall have the power to inspect and examine material before starting the work & any part of the work and contractor shall give such facilities as may be required for carrying out such inspection and examination.
- 16. <u>Supply of Materials.</u> No material will be supplied by the APS Dagshai, all arrangements shall have to be made by the contractor himself.
- 17. <u>Water & Electricity charges.</u> The contractor will have to arrange water/electricity from his own sources. If contractor wants to use water/electricity from the school, the contractor will have to pay charges of the same to APS Dagshai at the rate of 2% of the contract value of the work.
- 18. <u>Voucher.</u> The contractor has to produce vouchers from the authorized dealers for the purchase of materials.
- 19. <u>Completion.</u> The work shall be completed within given period, to the entire satisfaction of Chairman, APS, Dagshai. The contractor shall immediately after completion of work give a notice in writing to APS Dagshai who shall take over the work completed to his satisfaction within 07 days other wise 10% deduction in delay will be charged.
- 20. <u>Compensation for Delay.</u> If the contractor fails to complete the work and not clear the site on or before the dates of completion, he shall without prejudice to any other right or remedy or on account of such breach be liable to pay the compensation at the rate of 1% of the estimate value of the work order of every week subject of maximum 10% for the purpose of compensation, part of week shall be considered as full week.
- 21. <u>Cancellation of Contract.</u> APS Dagshaì reserves the right to cancel the contract (part or in full contracts default) if the contractor: -

or

- (a) Makes default in commencing the work within reasonable time from the date of handing over the site.
- (b) In the opinion of APS Dagshai at any time, whether before or after the date of completion makes default in proceeding with the work with due diligence.
- (c) Fails to comply with any terms or condition of the contract.

- (d) Fails to complete the works and not clear the site on or before the date of completion. Whether APS Dagshai exercises his authority to cancel the contract as a whole or in part under this contract, he may complete the work by any other means, at contractors' risk and cost.
- 22. Order under the Contract.

 All order notice etc. to be given under this contract shall be in writing. These shall be given to the contractor in person and in the event of his non-availability these can be sent under registered post/email at the contractor's business address. The order shall be deemed to have been served on the date when in the ordinary course of post, it would have been delivered to him.
- 23. <u>Increase in Price of Material and Labour.</u> If during the period of this contract the price of any material or labour incorporated in the work is required to be incorporated in the work increase, because of any reason whatsoever APS Dagshai will not accept any responsibility to compensate the contractor and no claim on such account shall be admissible.
- 24. <u>TDS, Income & Sale Tax.</u> TDS, Income tax and Sale Tax as admissible under the rule will be recovered by APS Dagshai from the bills of the contractor and will be credited to their department.
- 25. Disputes of any will be subjected to Distt Court Solan only.
- 26. The tendering authority reserves the right to modify, reject or nullify any of the insolicited offer, incomplete or partially completed and conditional tenders without assigning any reasons whatsoever.

Principal APS Dagshai

Mambrea