

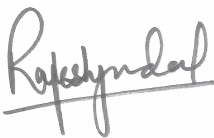
SALWAN PUBLIC SCHOOL, GURUGRAM
SECTOR 15 (PART II), GURUGRAM, HARYANA 122001

TENDER DOCUMENT

FOR

Provision and Installation of M.S Staircase, at Block "A" of Salwan Public School, Sector 15 (II),
Gurugram

(On Item Rates Schedule)

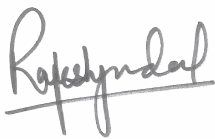


Signature of SPS Gurugram
Representative with date

Signature of Bidder or his
Authorised Representative
with date

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Notice Inviting Tender

Ref.:

Date: 03/03/2025

To

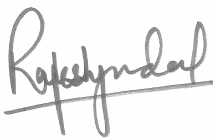
The Bidder/Tenderer

Subject: **Provision and installation of M.S Staircase at Block "A" of Salwan Public School, Sector 15 (Part II), Gurugram**

Dear Sir,

1. Sealed bids are invited by Salwan Public School Sector (15 Part II) Gurugram from financially sound and technically capable bidder / tenderer to undertake the undermentioned work: -

Name of the Work	Estimated cost put to tender	Cost of tender document	EMD (Rs)	Completion Period
Provision and Installation of M.S Staircase at Block "A" of Salwan Public School, Sector 15 (II), Gurugram	Rs 25 Lakhs	NIL	25,000/-	03 Months



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INSTRUCTIONS TO BIDDERS

1. **BRIEF SCOPE OF WORK.** The work involves Provision and Installation of M.S Staircase at Block "A" of Salwan Public School, Sector 15 (II), Gurugram, Haryana as per schedules, specifications and drawings. **Completion time is 03 (three) months from the date of award of the work or date of approval of final drawings / design by Architect, whichever is later.**

2. **TIME LINES.**

Dates & Timelines For	: Date and Time
Date of NIT & publishing of Instructions to Tenderers / Bidders, on website	: 04 Mar 2025 from 3:00 PM onwards.
Tender document publishing date on web site	: 05 Mar 2025 at 1:00PM.
Tender document download Start Date	: 05 Mar 2025 from 3:00 PM onwards
Pre-Bidding meeting (if required by bidders)	: 17 Mar 2025, from 2:00 PM onwards
Bid submission date and time	: 24 Mar 2025 at 2:30 PM.
Date & Time of opening of bid	: Will be intimated later, on email.

3. The rates quoted by the contractor in Schedules shall be based on BOQs / individual schedules, specifications, drawings and the contract conditions forming part of the tender. **The quoted rates shall be deemed to be inclusive of all type of taxes, escalation, transportation / freight, licenses, Cess including Labour Welfare Cess, Insurance including ESIC contributions, Provident Fund contributions, Octroi, royalties, municipal taxes and overheads with clear mention that nothing extra shall be payable. GST (18%) shall be payable extra.**

3.1 The rates quoted by the contractor in the Schedules shall remain firm till the completion of all construction and issue of final certificate of completion under this Contract. No Escalation or increase in rates shall be allowed during the entire duration / extended period of construction.

4. **ELIGIBILITY CRITERIA.** The tenderer must fulfil the criteria mentioned below and submit the documents in support of the following: -

4.1 **Financial.**

4.1.1 Must have executed at least two similar works / Steel fabrication work of value Rs 25 lakhs each in last five years. The value annual turnover figures shall be brought to current value by enhancing the actual turnover figures at simple rate 7% per annum.

4.1.2 **Average Financial Turnover.** The bidder/tenderer should have had the average annual financial turnover of Rs. 50.00 lakhs, on fabrication works during the immediate **last five years** ending 31st March 2024. (Scanned copy of Certificate from Chartered Accountant with unique document identification number (UDIN) to be submitted.

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4.1.3 The bidder/tenderer should not have been barred/blacklisted by the Central Govt/State Govt, or any entity controlled by it, from participating in any tender.

4.1.4 **Alongwith the bid documents, the tenderer shall also submit an undertaking as under: "I/We undertake and confirm that the subject work of Provision and Installation of M.S Staircase, at Block "A" of Salwan Public School, Sector 15 (II), Gurugram, shall not be got executed through another contractor on back-to-back basis. Further that, if such a violation comes to the notice of SPS, Gurugram then I/we shall be debarred for bidding in future forever. Also, if such a violation comes to the notice of SPS Gurugram before date of start of work, the school authorities shall be free to forfeit the entire amount of Earnest Money Deposit".**

4.2 **Technical.**

The bidder shall disclose Legal Cases / Arbitration pending where the firm or its partners, as a partner or individually are parties or Directors including M.D. is party for and on behalf of Company or individually.

5. Bidder to submit documents showing the following information:-

5.1 Legal status of the firm indicating registration details, partnership deed, power of attorney in case of partnership firm, affidavit in case of proprietorship firm, memorandum and article of association in case of company.

5.2 Certified I.T. return for last 03 (three) years and copy of PAN Card.

5.3 EPF Registration No.

5.4 ESIC Registration No.

5.5 GST Registration No.

5.6 Copies of Award Letter / Contract / Work Orders / Purchase Order.

5.7 Completion certificate along with performance Certificate and payment certified true copy or any other document evidencing value of completed value of work to be submitted, giving name of work, value of works, completion period etc.

6. In the case of partnership firm, the tender shall be signed by all partners who shall sign his own name and give the name and address of each partner of the firm and attach a copy of the Power of Attorney with the tender. In case of tender submitted by a company, it shall be signed by its Managing Director or a duly authorized person and shall bear official seal of the company with a resolution authorizing Managing Director to enter into and sign the contract on behalf of the company.

7. The bidder / tenderer, at his own responsibility, risk and expense shall visit and examine the site of works, its surroundings and obtain all information that may be necessary for preparing the Bid, before quoting the rates and entering into a contract for the successful execution of the work. All costs, charges and connection with preparation of this tender shall be borne by the bidder. No claim on account of visit to site, preparing estimates, preparation of bid documents, for any peculiarities of the site conditions, levels, access to the site, space available and the available infrastructure around the site of work or due to any kind of restrictions shall be admissible. This work being executed in existing, running school premises and safety of student, labour, nearby buildings, common area etc. are of prime concern. Ignorance of site conditions or local information shall not be considered as an excuse for non-

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performance of the contract. Working days and working timings shall be restricted as per Govt. Guidelines & the time restrictions imposed by School authority. **The bidder/tenderer shall erect barricading / enclosure and take all such further steps including deputing guards to keep the school children / passer-by safe and for pollution control.**

8. Bidder/Tenderer shall submit the entire TENDER document duly signed along with all corrigenda / addendums, if any, published later on, as it is downloaded from the Portal of the SPS Gurugram on or before the due date and time. The Tenderer shall submit the amount duly signed with date and stamp.

9. Bidders shall attest all corrections in the tender. Tender documents including the drawings, must be submitted along with the tender duly signed on each page. No additions or alterations shall be made in the Schedules, Specifications, Drawings, Terms and Conditions of Contract by the Tenderer.

10. The tender shall remain valid for acceptance for a period of 60 (sixty) days from the date of opening of tender or extended to an unlimited period of time, if mutually agreed.

11. **Salwan Public School, Gurugram reserves the right to:**

11.1 Accept or reject any or all the applications/tenders received, at its own discretion, without assigning any reasons whatsoever and the right of accepting whole or part of any tender. Tenders, in which additional conditions have been put forth by the Bidders/Tenderer, shall be summarily rejected.

11.2 Postpone/change/cancel the mentioned date, modify the terms and conditions, include new terms and conditions, split and distribute the work amongst more than one agency etc. in the interest of the Project, without assigning any reasons whatsoever.

11.3 Be at liberty to cancel the advertisement against the above Notice, anytime without assigning any reason whatsoever.

11.4 Right to negotiate and / or reject any or all tenders without assigning any reasons thereof are held reserved by the Salwan Public School, Gurugram. All correspondence & negotiations between the parties shall form part of the agreement.

12. The Bidder/Tenderers are requested to deposit Earnest Money (EMD) in form of NEFT / RTGS / Demand Draft from Nationalized /Scheduled bank, issued in favour of Salwan Public School, Gurugram

Canara Bank, Branch : Gurgaon Main, Gurgaon, Haryana - 122001

ACCOUNT NO : 110189969879

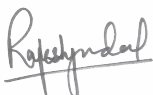
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13. The rates quoted by the Bidder/Tenderer shall be expressed accurately both in words and figures. If on check, differences are found between the rates given by the Tenderer in words and figures or in the amounts worked out by him, the following procedure shall be followed: -

(a) Where there is difference between the rates in the figures and in words, the rates which correspond to the amount worked out by the Tenderer, shall be taken as correct.

(b) Where the amount of an item is not worked out by the Tenderer or it does not correspond with the rate written either in figures or words, then the rate quoted by the tenderer in words shall be taken as correct.

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(c) Where the rate quoted by the Tenderer in figures and in words tallies but the amount is not worked out correctly, the rate quoted by the Tenderer shall be taken as correct and not the amount.

(d) However, if a tenderer quotes nil rates against each item in item rate tender, the tender shall be treated as invalid and will not be considered as lowest tenderer and earnest money deposited shall be forfeited.

14. The tenderer shall submit the quotation for bill of quantities, duly filled and signed, in duplicate, one original accompanied with a photocopy thereof. Schedule of Quantities, conditions of contract and drawings, must be returned along with the tender duly signed on each page.

15. The quantities given in the schedule of quantities are liable to variations. Such variations in quantities shall not, however, vitiate the Contract in any way whatsoever, and the contractor shall be paid for the actual measured quantities and item of work executed by him at the accepted rates.

16. For execution of any items of work not included in BOQs / schedule of items / quantities, but may be required to be executed, these extra items / substituted items of work shall be paid as per DSR-2023 rates or on the basis of market rates analysis prepared according to D.A.R., whichever is lower.

17. Tender submitted along with all requisite documents shall be evaluated by the Technical Committee at its sole discretion of Salwan Public School, Gurugram. Evaluation of tender shall be done on the basis of the **hard copies** of the document and the proof of depositing EMD.

18. Tenders not accompanied by Earnest Money are liable to be rejected. The Earnest Money of the unsuccessful bidder shall be returned without any interest within 30 days from the date of award of the contract to the successful bidder. The Earnest Money of the successful Tenderer shall be retained towards the Security Deposit.

19. During scrutiny / issue of work Order, if it comes to the notice of SPS, Gurugram that the bidder / tenderer has given wrong information in his Tender / credential or if any other Papers Found incorrect / fabricated, then that bidder shall not be allowed to participate in the Tender and the offer will be rejected without any prejudice & no correspondence in this regard shall be entertained. Before issuance of the work order, the SPS, Gurugram may verify the credential, other documents and the works executed. After verification, if it is found that such information / documents submitted is either manufactured or false, in that case, work order will not be issued in favour of the Bidder/Tenderer and EMD shall be forfeited.

20. The Bidder/Tenderer, whose tender has been accepted shall within ten days of the intimation of acceptance of the tender, hand over to the Director, Salwan Public School, Sector 15 (Part II), Gurugram the Stamp Paper of the required value for entering into agreement. Bidder/Tenderers failure to comply with these conditions within the time shall give right to the SPS, Gurugram to revoke acceptance of the tender and forfeit his earnest money, without any further notice to the bidder.

21. After acceptance of tender, the successful Bidder/Tenderer shall sign the necessary Contract within ten days from the date of award letter. In case of delay, when the successful bidder/tenderer does not commence the work on the date mentioned in the award letter for commencement of work,



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Authorised Representative
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the earnest money shall be forfeited and his bid will be cancelled. In such event SPS, Gurugram may negotiate with any of the other Tenderers and award the work.

22. **Security Deposit shall be deducted at the rate of 5% of the value of work done in Running Account (RA) and final bill. Initial deposit of Earnest Money will form part of the Security Deposit. The Security Deposit shall be refunded, without interest, after Defect Liability Period.**

23. The Bidder shall be wholly & solely responsible for site & stores safety, to observe all the laws, rules & regulations / guidelines including Building Bye – laws and conditions laid down by MCG, HSVP, Local Civil Authorities, NGT for pollution Control, Labour Laws, Mosquito Control, Central Govt. Laws / guidelines for safety at construction sites and other administrative authorities.

24. A pre-bid meeting shall be conducted at site with the bidders, Architect, Engineer-in-charge, Director Projects, SET or any officials as may be considered necessary. Any clarification in respect of this tender may be obtained from the School Engineer / Director Projects, SET.

25. Desirous bidders may download the detailed Tender Documents from the School Website at given link i.e. The Tender i.e. <https://www.salwangurgaon.com/tenders/>

26. The duly filled tender along with the prescribed **Earnest Money Deposit and specified documents** shall be submitted to **Salwan Public School, Gurugram, Haryana 122001** on or before timelines as mentioned at Paragraph 2 above, in a sealed envelope with name of work written on it.

27. Applicants may regularly view website for any further details / corrigendum's etc. All correspondences and negotiations between the parties shall form part of the agreement.



Salwan Public School, Gurugram

Sector 15 (Part II),

Gurugram -122001

03 Mar 2025

Signature of SPS Gurugram
Representative with date

Signature of Bidder or his
Authorised Representative
with date

TENDER FORM

To

The Director,
Salwan Public School,
Sector 15 (Part II),
Gurutgram-122001 (Haryana)

SUBJECT: Submission of Bid for Provision and Installation of M.S Staircase at Block "A" of Salwan Public School, Sector 15 (II), Gurugram

Dear Sir,

I / We do hereby submit my / our bid as detailed in the enclosed Schedule of Items / Work (BOQ's) for the execution of the work specified hereinafter within the time specified and at the rates specified against each item of each schedule of work therein and in accordance, in all respects, with the specifications, design, drawings and instructions supplied by you which I / we have read very carefully.

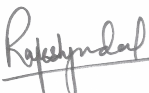
(a)	Name of the work	:	Provision and Installation of M.S Staircase at Block "A" of Salwan Public School, Sector 15 (II), Gurugram
(b)	Estimated Cost put to Project	:	Rs 25 Lakhs
(c)	Earnest Money (Rs)	:	Rs 25,000/-
(d)	Time for completion	:	03 (three) months

I / we hereby distinctly and expressly declare and acknowledge that before the submission of my / our Tender, I / we have carefully followed the Notice Inviting Tender, Conditions of Contract, Schedule of Items, Notes to the Schedules, Specifications and Drawings and clearly understood all the Conditions of Contract. I / we have also seen the location where the said work is to be executed, carefully noted down the site conditions, constraints of site and working conditions and made such investigations of the work required in regard to the material required to furnish as to enable me / us to complete the work successfully.

I / we enclose herewith a NEFT / Demand Draft No. / Bank payment reference No _____ of date for Rs _____, .00 duly certified from bank as good for payment as earnest money, which shall not bear any amount of interest.

Should this tender be accepted in whole or in part, I / we hereby agree to abide by and fulfill and the Terms and Conditions annexed hereto. If I / we fail to sign the Agreement and commence the work, I / we understand that the earnest money shall stand absolutely forfeited to the Salwan Public School. Otherwise the earnest money shall be retained as Security Deposit as described in the Conditions of the Contract.

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Authorised Representative
with date

I / we also agree to the Security Deposit being deducted from my / our bills in accordance with the Conditions of contract.

I / we agree to keep the offer open for 60 days from the date of Opening of Tender.

Yours faithfully,

Signature

Name & Address

Dated:

Place:

Stamp :



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Representative with date

Signature of Bidder or his
Authorised Representative
with date

ARTICLE OF AGREEMENT

THIS AGREEMENT is made at Gurugram Haryana on XXXX Apr 2025

(Provision and Installation of M.S Staircase at Block "A" of Salwan Public School, Sector 15 (II), Gurugram -122001)

BETWEEN

A. Salwan Public School, Sector 15 (Part II), Gurugram, Haryana, PIN 122001 acting through its authorised signatory the Director (hereinafter referred to as the **"Owner" or SPS Gurugram**), which expression shall, unless repugnant to the context or meaning thereof, include its administrators, successors and assigns of the **"FIRST PART"**

AND

B. M/s XXXXXXXXXXXX Contactor, Office at 00000 Floor, 000000 Road, Gurugram-122001, GSTIN No 0000000000000000, having its registered office at xxxxxxxxxxxxxxxxx, New Delhi- 110 001 through its authorized signatory Mr AAAAA (hereinafter referred to as **"Contractor"**) which expression shall, unless repugnant to the context or meaning thereof, include its successors and administrators of the **"SECOND PART"**.

WHEREAS, SPS, Gurugram is desirous of Provision and Installation of M.S Staircase, at Block "A" of Salwan Public School, Sector 15 (II), Gurugram -122001, as per Schedules of Work, BOQ, Terms and Conditions of the Agreement, Specifications, Contract Drawings and as per Good Engineering Practices to be executed under the guidance of Owner / M/s Arch 10 Design Consultants, Gurugram, Architects and Engineer-in-Charge deputed by the Owner.

AND WHEREAS in order to enter into contract, the Notice Inviting Tender (NIT) was published in web site on XX Mar 2025, for "Provision and Installation of M.S Staircase, at Block "A" of Salwan Public School, Sector 15 (II), Gurugram -122001".

Site has been visited, Tender Notice, Instructions to Bidders, Tender Form, Items of Work (Schedules), Conditions of the Contract, Specifications, drawings and restrictions in execution of work in running school premises have been carefully studied/noted by the tenderer/contractor and signed by the tenderer/contractor and subsequently the Rates of items in Schedules have been quoted duly signed by or on behalf of the tenderer.

AND WHEREAS, the bids of all bidders were **opened on XXXX Mar 2025**. The quote of M/s XXXXXXXXXXXX for Rs XX,00,000.00 (Rs XX XX XXX) was the lowest. Consequent thereto, the bid documents were placed before a committee / school authority duly constituted by the school for making recommendation on the merits of the bids submitted.

AND WHEREAS, the committee after perusal of the bid documents, recommended the award of the contract to M/s XXXXXXXXXXXX, whose bid is the lowest (Rs XX XX XXX) and who has means to execute the assignment.

Pursuant to the recommendations, a Letter of Intent dated XX March 2025 was issued to M/s XXXXXXXXXXXX, who accepted the same unequivocally and agreed to execute the works specified in the said "Priced Bill of Quantities" shown in the "said drawings", described in the said "specifications", as per the

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Authorised Representative
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said submitted / agreed priced bid (all together hereinafter referred to as the "Conditions"), and as set out in the contract and terms and conditions forth here-in-after.

AND WHEREAS, the contractor has agreed to deposit the Security Deposit (5%) of Running Account Bill, to be deducted from each Running Account Bill, which shall be released, without interest, after Defect Liability Period, subject to satisfactory performance of items of work without complaints/defects.

AND WHEREAS the SPS, Gurugram accepted the TENDER of the said M/s XXXXXXXXXX for the provision and the execution of the said works upon the terms & conditions of Tender at a cost of Rs. 00,00,000.00 (Rs XX.XX lakhs) excluding GST (18%) but including other taxes / escalation / freight / transportation, Cess including Labour Welfare Cess, Insurances including Employee/worker's insurances, provident fund contributions, octroi, royalties, municipal taxes and/or any other taxes/overheads with clear mention that nothing extra shall be payable.

NOW THIS AGREEMENT WITNESSETH AND IT IS HEREBY AGREED AND DECLARED AS FOLLOWS:

1. In this agreement words and expression shall have the same meaning as are respectively assigned to them in the conditions of contract hereinafter referred to.
2. The following documents shall be deemed to form and be read and construed as part and parcel of this agreement viz.,
 - (a) The Tender Document comprising Tender Notice, Instruction to Bidders, Tender Form, Priced Schedules/items of Work (Bill of Quantities), Article of Agreement, Conditions of the Contract, Specifications of the Work, Appendices, drawings, and Amendment No XX dated XX AAAA 2025 to the tender document.
 - (b) Letter No NIL from the Contractor dated XX AAA 2025, in response to the Tender Enquiry.
 - (c) Letter of Intent (LOI) and its acceptance thereof.
 - (d) All the correspondence/proceeding of meetings till finalization of work.
 - (e) Letter of acceptance from the Tenderer / Contractor dated xx March 2025.
3. The scope of work shall be for Provision and Installation of M.S Staircase at Block "A" of Salwan Public School, Sector 15 (II), Gurugram -122001 as per the Schedules of Work, Conditions of the Contract, Specifications, Drawings complete while adhering to local Municipal Laws/authorities, Govt Guidelines / Regulations on and with safety, labour welfare, pollution control, direction from Health & Sanitation Departments.
4. The Contractor has satisfied himself as to the nature of the site, inspected / visited the site before tendering, assessed the local facilities as well as access to site, quantum of work, restrictions of executing work in running school premises and all matters affecting the entire execution and completion of the works. No extra charges consequent on misunderstanding or otherwise shall be allowed.
5. In consideration of the payments to be made to the Contractor for the work to be executed by him, the Contractor hereby covenants with the Owner that the Contractor shall and will duly provide, execute and complete the said works as per Terms & Conditions of the Contract, perform all other acts and things in the Contract mentioned or described or which are to be implied there from or may be

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reasonable, necessary for the completion of the said works and at the times and in the time bound manner subject to the terms and conditions or stipulations mentioned in the Agreement.

6. In consideration of the due provision, execution and completion of the said works, the OWNER does hereby agree to pay to the Contractor for the work actually done by the contractor at the "Scheduled Rates" as accepted by the OWNER or at such other rates as per the provisions of the contract and such other sums as may become payable to be made at such time and in such manner as set forth in the terms of conditions of the contract.

7. In consideration of the above the contractor does hereby agree to pay to the OWNER the sums as may become due to the OWNER for the services, if any, rendered by the OWNER to the contractor and such other sum or sums as may become payable to the OWNER as per the terms and conditions of the contract, such payments to be made at such time and in such manner as is provided in the contract.

8. The term "ARCHITECT" in this agreement shall mean the said M/s Arch 10 Design Consultants, Gurugram – 122 001 or in the event of their ceasing to be the Architects for the purpose, any other Architect engaged by the OWNER. Provided always that no person(s) subsequently appointed to be the Architects under this contract shall be entitled to disregard or overrule any decision of approval or direction given or expressed in writing by his predecessor.

9. The OWNER through their Architects reserve to themselves the right of altering the drawings and nature of the works and of adding to or omitting any items or works or having portions of the same carried out departmentally or otherwise and such alteration or variations shall be carried out without prejudice to this contract.

10. THE CONTRACTOR FURTHER UNDERTAKES THAT: -

(a) The work shall be completed well within stipulated time of 03 months and to the best of quality as per terms and conditions set forth in the Contract Documents.

(b) The contractor has fully read and understood all the terms and conditions of Tender/Contract Documents.

(c) That the Contractor shall work in close liaison / co-ordination with other agencies working at the site and nothing extra / damages shall be paid / payable on account of damage / delay / non-performance of any external agency.

(d) The Contractor shall be wholly & solely responsible to observe all the laws, rules regulations including Building Bye – laws and conditions laid down by Municipal Corporation of Gurugram (MCG), and other Local Civil Authorities, or the Central Govt. and other public authorities; and that the Contractor shall be liable to pay all types of taxes, octroi, Cess including Labour Welfare Cess, insurances including employee/worker's insurances, provident fund contributions, royalties, licenses, damages, penalties of all types arising in respect of execution of the work. The Contractor shall take valid license in his favour under the provisions of the Contract Labour (Regulation and Abolition) Act 1970 before commencing the work. He shall not be paid any extra amount on any account.



Signature of SPS Gurugram
Representative with date

Signature of Bidder or his
Authorised Representative
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(e) The Contractor shall take adequate protective measures to ensure that his operations or any construction / fabrication / installation work do not damage the structure of the school. Contractor shall ensure adequate protection measures, safe and correct order of construction in order to safeguard any damage to the structure of School as for the safety of school staff, student and labour. Any damages shall be made good by the Contractor at his own cost.

(f) The Contractor shall be responsible for Terms and Conditions of services of the labour and other staff employed / engaged / deputed at site as per rules applicable in the State including pay & allowances, salaries / wages, Employee/worker's Provident Fund, Insurance, Labour Welfare Cess, compensation and medical facilities etc. and the Owner shall not be a party in any such matter.

(g) It shall be the risk and sole liability of the Contractor for injury, mishap caused, if any, to any person at the works site including Civil / Criminal liability, if any; and that the OWNER shall not in any way be responsible or liable.

(h) The Contractor shall indemnify and protect the OWNER and his employees or agents from any losses, claims, demands, payments, suits, actions, recoveries and judgments of every nature and description brought or recovered against him by reason of any act or omission by the said Contractor, his agents or employees in execution of the work, in guarding of it, and / or by any reason of alleged patent infringements.

(i) Any material not approved by the E-in-Charge / Authorized Representative of the OWNER shall be removed from the Site within 48 hours failing which the Owner may get the same removed at the cost & risk of the Contractor.

11. In case of any dispute or difference arising during the progress of the work in relation to meaning or interpretation of the Agreement, the authorised official of the Salwan Public school, Sector (15 part II), Gurugram and the Contractor will address the disputes / differences for mutual resolution and failing which the matter shall be referred to the Sole Arbitrator appointed mutually by both the Parties. The provisions of the Arbitration and Conciliation Act, 1996 will be applicable to the arbitration proceedings. The seat of the arbitration shall be at Gurugram Haryana. The cost of the Arbitration proceedings shall be shared equally by both the parties. The decision / award of the arbitrator shall be final and binding.

12. The Contractor hereby covenants, and agrees with Salwan Public School, Gurugram to provision and construction M.S Steel Staircase at Bock "A" in Salwan Public School Sector 15 (Part II), Gurugram 122001 and perform the works in conformity in all respects and subject to all terms and conditions/rules as mentioned in the aforesaid documents which shall form part and parcel of this agreement.

The provisions made in this contract have been carefully read and fully understood by me, the undersigned.



Signature of SPS Gurugram
Representative with date

Signature of Bidder or his
Authorised Representative
with date

In witness whereof, Salwan Public School and the Contractor hereunto have respectively signed on the day and year first above written.

For & on behalf of

For & on behalf of the

Contractor with seal and date

Salwan Public School, Gurugram with Seal and date

Signed by the said in presence of
(with date)

Signed by the said in presence of
(with date)

Name:

Name:

Address :

Address :



Signature of SPS Gurugram
Representative with date

Signature of Bidder or his
Authorised Representative
with date

PART – 1: CONDITIONS OF CONTRACT**1. INTERPRETATIONS.**

In construing these conditions, the Specifications, the Schedule of Quantities / Items of Work and the contract agreement, the following words shall have the meanings herein assigned to them except where the subject or context otherwise require:-

(a)	Owner / Employer	:	Shall mean SALWAN PUBLIC SCHOOL, SECTOR 15 (PART-II), GURUGRAM represented by DIRECTOR and shall include his (their) legal representative, assigns and successors.
(b)	Engineer-in-Charge	:	Shall mean the Engineer appointed by the Owner for supervision of the construction of the building, issue on the spot directions / instruction, both oral as well as in writing to the contractor, keeping proper measurement books, verification of interim bill/final bill claims that may be submitted by the contractor from time to time. He may be assisted by any other engineer(s) for the said purpose.
(c)	Work	:	Shall mean all the details of work to be carried out as specified in the Schedules.
(d)	Site	:	Shall mean the site of contract works comprising of Salwan Public School Gurugram, Sector 15 (Part II), Haryana.
(e)	Contract	:	Shall mean Notice Inviting Tender, Tender Form, Instructions to Bidders, Conditions of the Contract work, Items of Work specifying quantities and rates, Specifications of the Work, Schedules), Set of drawings, Letter of Intent, Letter of acceptance by the tenderer and the contract agreement attached hereto any other document specifically mentioned in the correspondence and any supplementary instructions, directions / undertakings.
(f)	Notice in writing	:	Shall mean a notice in written, typed or printed or characters sent, communication by email (unless delivered personally or "Written Notice" otherwise proved to have been received) by registered post addressed to the registered office of the addressee/email address furnished by the tenderer/contractor and shall be deemed to have been received when in the ordinary course of post it could have been delivered.
(g)	Completion	:	Shall mean that the building, in the opinion of the Engineer-in-Charge, is fit for usage / occupation.
(h)	Director Projects, SET	:	Director Projects of Salwan Education Trust (SET)



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2. **SCOPE OF WORK.**

2.1 The scope of work shall be to Provision and Installation of M.S Staircase at Block "A" of Salwan Public School, Sector 15 (II), Gurugram -122001 as per the schedule, terms and conditions, specifications, drawings complete while adhering to applicable laws from Municipal / State / Central Govt and other Administrative authorities. The scope of the work shall be to :-

2.1.1 Supply of all labour, equipment, material, machinery, tools, plants, electric generator, transportation, scaffolding, safety equipment, water and electricity, etc. and everything else necessary and required by law or local authorities / MCG, including any directions / orders of NGT or Pollution Control Board and in the full and entire provision, execution and completion of the works and shall unless otherwise stated, include disposal of waste materials, carriage and cartage, hoisting, setting, fitting and fixing in position, commissioning, testing and all other labour and material necessary for the full and entire execution and completion of aforesaid work in accordance with the Items of Work specified in schedules, conditions of the contract, specifications, drawings, good engineering practice and recognized engineering principles.

3. **RATES.**

3.1 The Contractor has satisfied himself as to the nature of the site, inspected / visited the site / neighbourhood, traffic, storage space, assessed the local facilities as well as access to site and all matters affecting the entire execution and completion of the works. No extra charges consequent on misunderstanding or otherwise shall be allowed to the contractor for the work site being in existing operational running school premises.

3.2 The rates quoted by the Contractor are applicable for all heights/levels, shapes and sizes as shown in drawing or as required.

3.2.1 Where an item of work is not covered under this tender schedule, the rate for the same shall be paid on the basis of market rate analysis prepared according to latest CPWD DAR and the rates as per DSR-2023, whichever is lower.

3.2.2 Any item explained or shown in drawing or explained in specifications or explained in schedule of quantities shall be complementary to each other and shall be deemed to be explained in totality.

3.3 The rates quoted in the schedule shall deemed to be full and inclusive of works including all costs and expenses which may be required for the execution of the work and shall include all charges for safety, security of site and all construction processes before and during execution, maintenance throughout the construction period, scaffolding, centering, materials, water and electricity charges, site markings, setting out, grid lines, levels, plumbing, transport, labour and supervision, construction of temporary stores, site office, barricading, building fencing, watch & ward, lighting sites, making and clearing of site, hire charges of any/all tools and plants including generator etc.

3.4 The Contractor shall at the time of signing the Contract insure the labour, work and items and keep these insured until the completion of the Contract against any accident, injury, loss or damage by theft or by fire etc. in joint names of the Employer and Contractor for the full amount for the period of Contract. In default of the Contractor, insurance as provided above, the Employer on his behalf may do



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so and may deduct the premiums required to be paid, from any money due or which may become due, to the Contractor.

3.5 The contractor shall arrange at his own cost temporary electric connection or generator as required for timely execution of the work. The contractor shall also make arrangement at his own expense for construction water & potable water required by his workers.

3.6 Water & electricity, if required, shall be arranged by the contractor at his own cost. However, the Employer can provide water & electricity connection, on request, subject to availability of water & electricity, the same shall be on chargeable basis and shall be provided at one point after metering. **Water if provided by school authorities, shall be charged at the rate of 0.5% of the work done. Electricity, if provided by school authorities, shall be charged at the rate of 0.75% of the work done amount.**

3.7 On completion of work and if necessary, on completion of defects liability period, the work site shall be cleared / cleaned by the contractor and site left clean and tidy.

3.8 The quantities given in the schedule of quantities are liable to variations. Such variations in quantities shall not, however, vitiate the Contract in any way whatsoever and the Contractor shall be paid for the actual measured quantities and item of work executed by him at the rates given in the Schedule of Quantities.

4. **EMERGENCY WORKS.**

4.1 Emergency works mean any urgent measures which in the opinion of the Engineer-in-Charge, become necessary during the progress of the works to obviate any risk of accident or failure or which becomes necessary for security of or rectification to essential services during the defect's liability period.

4.2 If the emergency works arise which the Contractor is liable under the Contract to carry out at his own expense and if carried by the Owner, all expenses incurred shall be recoverable from the Contractor and if necessary, be set off against any sum payable to him under this Contract.

5. **ASSIGNMENT AND SUBLETTING.**

The whole of the works included in the Contract shall be executed by the Contractor and the Contractor shall not directly or indirectly transfer, assign or sublet the Contract or any part thereof or interest therein without the written consent of the Owner; but no undertaking shall relieve the Contractor from the full and entire responsibility of the Contract or from active superintendence of the works during their progress.

6. **MANDATORY REQUIREMENTS.**

6.1 The Contractor shall comply with all statutory regulations relating to the "work" including workmen compensation, minimum wages, Employees Provident Fund Act, ESI Act and Works Contract Act as applicable in State of Haryana in terms of payment and other rules as applicable to construction workers.

6.2 The Contractor shall during the progress of the work comply at his own expense with all the current rules and provision for the protection of health and sanitary arrangements and safety provisions



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for workers employed as required by the relevant provisions of law and shall at his own expense provide for all facilities in connection therewith.

6.3 In the event of any time or penalty imposed on the Owner by any authority relating to the works, the same shall be paid by the Contractor.

6.4 **Admission to Site.**

6.4.1 The Owner/Architect E-in-Charge and their representative shall at all reasonable times have free access to the works and/or the workshops, factories, or other places as and when required by the Owner/Architect/E-in-Charge.

6.4.2 The Employer reserves the right of taking over, at any time, any portion of the site, which he may require, and the Contractor shall at his own expense clear such portion forth with, without claiming any compensation on this account.

6.5 **Temporary Workshop, Stores etc.**

The Contractor shall during the progress of the work, provide, erect and maintain at his own expense temporary workshop, stores, site office etc. as required for the proper and efficient execution of the works. On completion of work and if necessary, on completion of defects liability period as decided by the Employer, all such temporary buildings shall be cleared away and the site reinstated and left clean and tidy. No payment shall be made to the Contractor for the above work.

6.6 **Labour.**

6.6.1 The Contractor shall work only on and during the hours of working day unless he obtains the prior written approval of the Employer to do otherwise. If such approval is given no liability in respect of any excess cost arising there from shall be incurred by the Employer.

6.6.2 In respect of all labour directly or indirectly employed on the works for the performance of the Contractor's part of this Agreement, the Contractor shall comply with or cause to be complied with the current labour Regulations in regard to all matters provided therein and with all other labour Laws as may be applicable which shall be deemed to be a part of this Contract and P.F. laws.

7. **INDEMNITY OF OWNER.**

7.1 The Contractor shall at all times during the agreement and thereafter, indemnify and keep indemnified Salwan Public School, Gurugram Haryana its officers, employees and representatives, from all or any claims, losses, demands, damages, etc., which the Owner, its officers, employees and representatives may or are likely to suffer by reason of acts, defaults, deeds, things, omissions and commissions committed by the Contractor or by its staff, employee, agent, permitted sub-contractor or representative while performing the terms, conditions and obligations under this agreement.

7.2 The Contractor shall indemnify the Owner against any action, or claim coming out of the construction and shall defend all actions arising from such claims and himself pay any damages, cost of all and every sort or other charges which may be payable in respect of any article or material, or part thereof legally incurred in respect thereof and included in the Contract.

7.3 In case any permission is required to be taken for execution / construction of the staff residences under this agreement and there is a breach by the contractor, SPS, Gurugram shall stand indemnified

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against all claims, charges, liability etc. as the responsibility and liability in respect thereof devolves / rests upon the contractor.

7.4 The Contractor shall indemnify the Owner against all claims, which may be made upon the Owner whether under the Workmen's Compensation Act, or under Common Law in respect of any employee of the Contractor.

7.5 The Contractor shall also be responsible for all injury to persons, things, which may arise from the operation or neglect of him, or any of his employees. The Contractor shall indemnify the Owner and hold him harmless in respect of all and any expenses arising from any such injury or damage to persons, animals or things as aforesaid and also in respect of any claims made in respect of injury or damage under any Acts of Government or otherwise and also in respect of any Award of compensation damage consequent upon such claim.

7.6 The Owner shall be at liberty and is empowered to deduct the amount of any damage, compensation, costs, charges and expenses arising or occurring from or in respect of any such claim or damage from any sum or sums due or to become due to the Contractor for which the Owner will be the sole deciding authority.

8. **COMMENCEMENT AND COMPLETION.**

8.1 The time allowed for completing the work under this Contract shall be the essence of the Contract and shall be strictly observed by the Contractor. The contract work / Project shall be completed within three months from the date of handing over the site to the Contractor. For delays which are directly attributable to the sole actions and / or scope of work of the Contractor, the Contractor shall be liable to pay penalty and/or liquidated damages as per the provisions of this Contract.

8.2 **Work Programme & Progress.**

The progress of work shall be reviewed every fortnight.

8.3 **Certificate of Completion.**

8.31 Immediately after completion of works, the Contractor shall give notice thereof to the Owner. The works shall be completed to the entire satisfaction of the Owner / Engineer-in- Charge / Architect.

8.32 The work shall not be considered as completed until the Engineer-in-Charge has certified in writing that the work has been accepted by the Owner.

9. **LIQUIDATED DAMAGES FOR DELAY IN COMPLETION.**

In event of delay for any reason whatsoever from the Contractor's side or if the Contractor fails to complete the works by the date stipulated in the Contract or within extended time under relevant clause and the Engineer-in- Charge certifies in writing that in his opinion the same ought to have been completed by the stated/extended date, the Owner shall have the right to impose a deduction named as "LIQUIDATED DAMAGES" @ 2% of the Contract amount for every month of delay subject to **maximum of 10% of the contract value.**



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10. **CONTRACTOR'S SUPERVISION.**

10.1 The Contractor shall provide all necessary personal superintendence during the execution of the works, and as long thereafter as the Owner may consider it necessary until the expiration of the "Defects Liability Period". In the event of non-deployment of Diploma Holder Engineer / Supervisor, a sum of Rs 20,000/- per month shall be recovered from RA/Final bill of the Contractor.

10.2 **Site Safety and Security.** The Contractor shall make his own security arrangements to guard the site and his materials at his own expense. The security arrangements shall be adequate to maintain strict control on the movement of material, labour and maintaining good order and discipline.

11. **ENGINEER-IN-CHARGE'S / ARCHITECT'S INSTRUCTIONS.**

11.1 The documents forming part of the Contract shall be taken as mutually explanatory of one another, detailed Drawings being followed in preference to small-scale drawings and figure dimensions in preference to scale drawings.

11.2 In case of discrepancy between schedule, the specification and of the drawings, the following order of precedence shall be observed: -

11.2.1 Schedules and Notes.

11.2.2 Specifications

11.2.3 Drawings

11.2.4 CPWD / BIS specifications

11.2.5 Standard Engineering practice.

11.3 If there are varying or conflicting provisions made in any one document forming part of the Contract, the Owner in consultation with Engineer-in- Charge shall be the sole deciding authority with regard to the interpretation of the document and their decision in this respect shall be final and binding.

11.4 The Architect / Engineer-in-Charge may from time-to-time issue further drawings / written instructions, details, directions and explanation within the meaning of Contract agreement. In case of any discrepancy in the drawing or between the specifications, the decision of the Architect shall be final & binding.

11.5 The Architect shall supply dimensions, drawings, levels and other information necessary to enable the Contractor to set out the works and the Contractor shall execute it.

12. **PROVISIONING OF MATERIALS, RESOURCES AND ACCEPTANCE.**

12.1 **Sample of Material.**

The Contractor shall, at his own cost and expense supply to the Owner / Engineer-in- Charge samples of materials proposed to be used in the works for approval before being used. Without the written consent of the Owner or Engineer-in- Charge or their representative, no material is to be used/ incorporated in the work. The samples so approved, shall be retained for reference till completion of work.



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12.2 **Testing of Materials.**

The Owner / Engineer-in- Charge shall be entitled to have tests carried out as specified in CPWD specifications, relevant IS code for any materials supplied by the Contractor and the Contractor shall provide at his expense all facilities, which the Owner may require. The cost of materials consumed in tests, cost of testing and transportation of samples to the approved laboratory, cost of testing shall be borne by the Contractor. The test results and lab report from NABH laboratory shall be submitted.

12.3 **Rejection of Materials.**

The Owner shall have full power to reject/remove any or all the materials brought to site by the Contractor which are not brand new and are not in accordance with the Contract Specifications or do not conform in character or quality to sample approved by the Owner/ Engineer-in- Charge/ Architect.

13. **ORDERS UNDER THE CONTRACT.**

13.1 Owner shall have full powers to direct the Contractor without giving any reason to immediately cease to employ/dismiss / remove in connection with this Contract any agent, servant or employee whose continued employment in his opinion is undesirable.

13.2 If the Contractor after receipt of instructions from the Engineer-in-Charge/Owner requiring compliance, fails to comply within ten days with such further instructions, the Owner may employ and pay any other persons to execute any such works whatsoever that may be necessary to give effect there-to, and all costs incurred in connection therewith, shall be recoverable from the Contractor by the Owner as a debt or may be deducted by the Owner from any amount due or to become due to the Contractor.

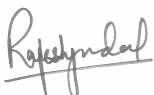
13.3 If the Contractor after receipt of written notice from the Architect/Owner/ E-in-Charge requiring, compliance fails to comply within ten days with such further instructions, the Owner may employ and pay other persons to execute any such works whatsoever that may be necessary to give effect thereto, and all costs incurred in connection therewith shall be recoverable from the Contractor by the Owner as a debt or may be deducted by him from any money due or to become due to the Contractor.

14. **COMPENSATION.**

14.1 If it shall appear to the Owner / Architect / Engineer-in-charge, that any work has been executed with unsound, imperfect, or unskilful workmanship, or with materials or articles provided by him for the execution of the work which are unsound or of a quality inferior to that contracted or otherwise not in accordance with the contract, the contractor shall, on instructions from the Engineer-in-Charge specifying the work, materials or articles complained of, notwithstanding that the same may have been passed, certified and paid for forthwith rectify, or remove and reconstruct the work so specified in whole or in part, as the case may require or as the case may be, remove the materials or articles so specified and provide other proper and suitable materials or articles at his own charge and cost.

In the event of the failing to do so within a period specified by the Engineer-in- Charge in his demand aforesaid, then the Engineer-in-Charge may reject the work outright without any payment and / or get it and other connected and incidental items rectified or removed and re-executed at the risk and cost of the contractor. Decision of the Engineer-in-Charge shall be final and binding on the contractor.

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14.2 The Contractor shall be accountable and responsible to compensate and pay damages to the OWNER for any loss / damage / claim / liability, whatsoever, caused either directly or indirectly by the Contractor, its staff or agents which may arise either out of poor workmanship, faulty execution, negligence, fraud, misrepresentation, misconduct or material breach of this contract.

15. **MEASUREMENT OF WORK/SUBMISSION OF BILLS/CERTIFICATE AND PAYMENT**

15.1 The contractor shall be paid by the Owner from time to time, by instalments under interim certificates on Running Account Bills, after completion of work of approximately Rs 5.0 lakhs.

15.2 No intermediate certificate of the Engineer-in- Charge shall itself be conclusive that any work or materials to which it relates to are in accordance with the terms of the Contract. Any certificate relating to work done measured or materials delivered may be modified or corrected by any subsequent interim or final certificate. The issuing of the certificate does not relieve the Contractor of his liability in respect of any defects.

15.3 On demand from Engineer-in- Charge/Owner regarding measurement of work or ascertaining quality of work, the Contractor shall render all assistance to check/recheck or for checking the extent of work done.

15.4 After the certified completion of the works, the Contractor shall submit to the Owner his "Final Bill" drawn in an approved manner on the basis of the "Measurement Books" certified by the E-in-Charge. The final bill shall include all extra/substituted items of work. The final bill shall be submitted by the Contractor in quadruplicate, within **60 days** of physical completion of the works to the satisfaction of the Owner, for which no charges shall be allowed to the Contractor and the Contractor shall not make any claims after the submission of the final bill. No claim will be entertained after the receipt of the Final Bill. The Contractor shall be entitled to be paid the sum due on completion of work less all amount as mentioned below:-

15.4.1 All previous running accounts payments.

15.4.2 Cost of materials issued to the Contractor, if any.

15.4.3 Charges for water and electricity if supplied by the Owner.

15.4.4 Security Deposit.

15.4.5 Income tax or any other tax /cess / dues as per statutory obligation.

15.4.6 Any other deductions deemed necessary by the Owner for defects etc.

15.4.7 Final Bill shall not be paid until the Contractor has cleared the site to the satisfaction of the Engineer-in-charge and the School authorities.

15.5 All payments due under this Contract shall be made by means of a crossed Cheque/RTGS.

16. **SECURITY DEPOSIT.**

16.1 Security deposit for due fulfilment of the Contract amounting to 5% of the gross value of the work done will be deducted from each payment made to the Contractor which will be retained till defects liability period from the date of issue of completion certificate by the Engineer-in- Charge.



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16.2 Security deposit mentioned above may be returned, without interest, by the Owner to the Contractor, after the expiry of the defect liability period, if there is nothing outstanding against the Contractor and provided that the works shall have been finally completed and all defects made good, according to the true intent and meaning before and also provided that there was no case of fraud, dishonesty or fraudulent concealment of fact relating to works or materials.

17. DEFECTIVE WORK & DEFECTS LIABILITY.

17.1 The E-in-Charge/Architect shall, during the progress of the work, have power to order in writing from time to time the removal from the works within such reasonable time or times as may be specified in the order, of any materials which, in the opinion of the E-in-Charge are not in accordance with the specifications or the instructions of the E-in-Charge / Architect. The substitution of proper materials, and the removal and proper re-execution of any work executed with materials or workmanship not in accordance with the drawings and the specifications or instructions, the Contractor shall forthwith carry out such order at his own cost.

17.2 Defects liability period shall be twelve-calendar months (12) after physical completion of the works.

17.3 Any defects in material or workmanship observed in the entire work within defect liability period shall be notified in writing/email by the Owner/ Engineer-in- Charge to the Contractor and shall be rectified by Contractor at his own cost and risk within time specified by Owner/ Engineer-in- Charge.

17.4 In case of default, the Owner may employ any other person to rectify or make good such defect. All expenses consequent thereon or incidental thereto shall be borne by the Contractor and shall be recoverable from him by the Owner and shall be deducted from any money due or may become due to the Contractor.

17.5 Should any defective works have been done or material supplied by any sub-Contractor employed or who has been nominated and approved by the Owner, the Contractor shall remain liable under the provisions of the clause notwithstanding the signing by the Owner / Architect/ E-in-Charge of any certificate or passing any account.

18. CLAIM FOR EXTRA AMOUNT.

18.1 Variations.

The Contractor without specific written permission from the Owner shall not carry out any extra items/substituted items.

18.2 When any instruction or decision given at site involves an extra work or whereby the Contractor may plan to claim an extra amount, it shall be the responsibility of the Contractor to inform the Owner of the extra amount and get written authorization from the Owner before proceeding with the work involved. Any modification carried out for expediting or simplifying work at the request of the Contractor or his representatives shall not be taken as the basis for claiming an extra amount. If no such information is given by the Contractor in writing to the Owner such modification shall not be accepted as the basis for extra charge.



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19. **DETERMINATION.**

19.1 The Owner may, without prejudice to any other right or remedy which shall have occurred or shall occur thereafter to the Owner, cancel the Contract in any of the following cases: -

If the Contractor:

If Contractor:

19.1.1 Being an individual, or a firm, or any partner thereof shall at any time be adjusted involvement or have a receiving order for administration of his estate made against him or shall take any proceeding for liquidation or composition under any Insolvency Act for the time being in force or make any conveyance or assignment of his efforts or compositors or arrangement for the benefits of his creditors or proposes so to do, or if any application be made under any Insolvency Act for the time being in force for the sequestration of his estate or if a trust deed be granted by him for and on behalf of his creditors, or

19.1.2 Assigns, transfers or sub-lets any portion of the works without the prior written approval of the Owner, or

19.1.3 Major defaults in commencing the work within a reasonable time from the date of the handing over of the site, and continues in that state after reasonable notice from the Engineer-in- Charge, or

19.1.4 Fails to comply with any of the terms and conditions of the Contract, or after reasonable notice in writing, with directions properly issued there under, or if contractor stops the work for 3 weeks continuously, or

19.1.5 Fails to comply the works, work order and items of works, with individual date for completion and clear the site on or before the date of completion. Whenever the Owner exercises his authority to cancel the Contract under this condition, he may complete the works by any means at the Contractor's risk and expense provided always that in the event of completion, the cost of completion or after alternative arrangements have been finalised by the Owner to get the works completed estimated cost of completion (as certified by the Architect) and approved by Owner being less than the Contract cost, the advantage shall accrue to the Owner. If the cost of completion or after alternative arrangement have been finalised by the Owner to get the works completed, estimated cost of completion (as certified by the Architect) and approved by the Owner exceeds the money due to be paid to the Contractor under this Contract the Contractor shall either pay the excess amount assessed by the Architect or the same shall be recoverable from the Contractor by other means.

19.2 Whenever the Owner exercises his authority to cancel the Contract under this condition, he may complete the works by any means at the Contractor's risk and expense.

19.3 The Owner shall be at liberty to hold and retain in their hands materials, tools, plants equipment, machinery and stores of all kinds on site, as may think proper and may at any time sell any of the said materials, tools, plants equipment, machinery and stores and apply the proceeds of sale in or towards the realisation of any loss which may arise from cancellation of the Contract as aforesaid.

19.4 The Owner shall also be at liberty to use the materials, tools, plants equipment, machinery and other stores on site of the Contractor as they think proper in completing the work.

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20. **FORECLOSING.**

If at any time after the commencement of the work, SPS, Gurugram for any reason whatsoever does not require the whole or any part of the work as specified in the tender to be carried out, Salwan Public School, Sector 15 (II), Gurugram shall have the right to terminate this Agreement in case the Contractor fails to discharge its obligation under this agreement without sufficient grounds or found guilty for breach of condition(s) of the agreement, negligence, carelessness, inefficiency, fraud, mischief and misappropriation or any other type of misconduct by the Contractor or by its staff or agent. SPS Gurugram shall communicate the termination by giving a notice in writing to the Contractor, who shall have no claim to any payment of compensation or otherwise whatsoever, on account of any profit or advantage which he might have derived from the execution of the work in full but which he did not derive in consequence of the foreclosing of the works.

21. **SETTLEMENT OF DISPUTE.**

In case of any dispute or difference arising during the progress of or construction/execution of the work or after construction in relation to meaning or interpretation of the agreement, the authorised official of the Salwan Public School, Sector 15 (II), Gurugram and the Contractor will address the disputes / differences for mutual resolution and failing which the matter shall be referred to the Sole Arbitrator appointed mutually by both the Parties. The provisions of the Arbitration and Conciliation Act, 1996 will be applicable to the arbitration proceedings. The venue of the arbitration shall be at Delhi/New Delhi. The cost of the Arbitration proceedings shall be shared equally by both the parties. The decision / award of the arbitrator shall be final and binding.

22. **FORCE MAJEURE**

Time shall be the essence of the contract in this regard subject however to 'Force Majeure'. For the purpose of this clause, 'Force Majeure' means an event beyond the control of the contractor and not involving the contractor's fault or negligence and not foreseeable. Such events may include but are not restricted to major changes in the present building rules, act of God, earthquakes, tempest and flood, pandemic, epidemic. If a Force Majeure situation arises, the Contractor shall promptly notify the SPS Gurugram in writing of such conditions and the cause thereof. Unless otherwise directed by the SPS Gurugram in writing, the Contractor shall continue to perform its obligations under the contract as far as reasonably practical and shall seek all reasonable alternative means for performance not prevented by the Force Majeure event.



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PART -II**PARTICULAR SPECIFICATIONS****1. DEMOLITION.**

The demolition of existing tiling work on the walls, floors, CC, RCC as to achieve final finished size as per drawing shall be carried out manually or by mechanical means without harming and disturbing the neighbouring elements and structure.

2. SCAFFOLDING.

For all external brick work or tile work double steel scaffolding cup and lock system, independent of the work having two sets of vertical supports shall be provided. The supports shall be sound and strong, tied together with horizontal pieces over which scaffolding planks shall be fixed.

3. M.S STRUCTURAL MEMBER.

3.1 Staircase fabrication should be aligned with safety standards, considering load-bearing capacity, materials and ensuring that the staircase meets relevant regulations and is designed to provide comfort and safety to users.

3.2 Provision and fixing of Mild Steel (M.S.) structural steel, including the cutting, placing in position, and welding, Bolted Connections (or any other structural element), shall be carried out as per the approved structural drawings and in compliance with the IS 2062 and the relevant standards and specifications. The structural steel and sections for Staircase elements shall be from TATA / JINDAL / SAIL / RNIL / APL Appollo.

3.3 The quality of fabrication, construction and installation/erection of the MS Staircase shall be top class. Welding shall be continuous welding.

4. POLISHED GRANITE/ KOTA STONE.

As per CPWD's specifications.

5. STEEL CONSUMPTION.

5.1 The quantity of reinforcement steel used in work shall be calculated on the basis of BBS and actual measurement.

5.2 The steel used in the fabrication / erection of the staircase shall be measured in actual weight by weighing.



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SCHEDULE No A1 : SCHEDULE OF ITEMS AND QUANTITIES (FABRICATION WORK)

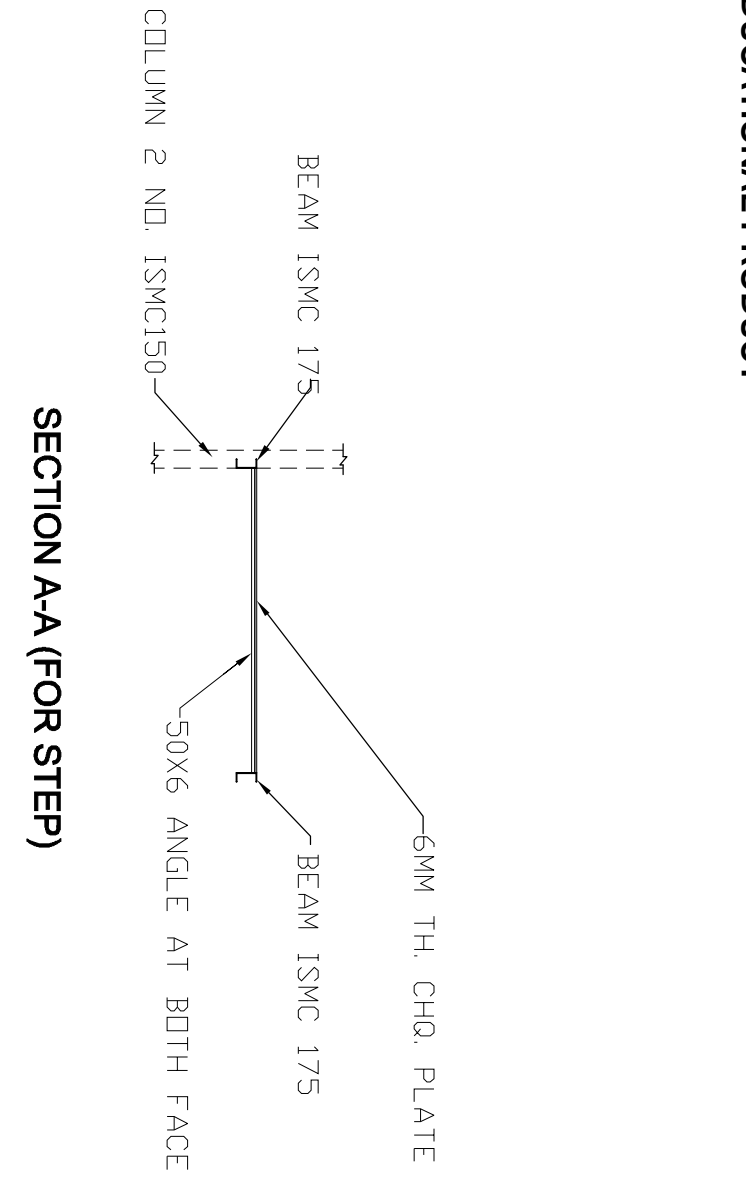
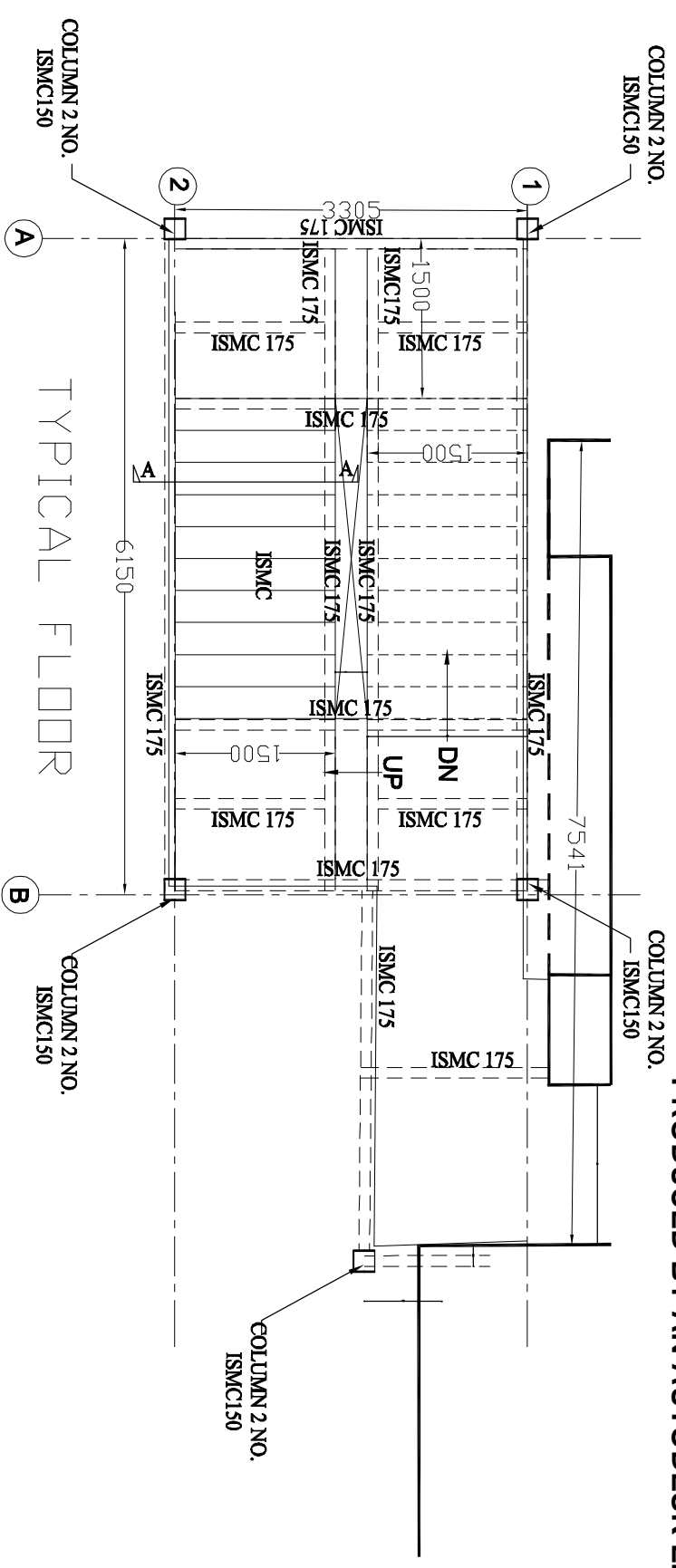
Name of Work : Provision and Installation of M.S STAIRCASE at Block "A" of Salwan Public School, Sector 15 (II), Gurugram

Ser No	Description	Unit	Quantity	Rate (Rs)	Amount (Rs)
1	Steel Work				
1.1	Provision and installation of Foundation bolts, base plates and supports, all as per drawings.	Set	4		
1.2	Provision, fabrication, supply and erection of Pre Engineered Steel staircase as steel work welded in built up sections / framed work using approved structural steel etc. as required in stringers, treads, beams, landings etc. of stair case including cutting, bending, hoisting, fixing in position after applying anti-corrosive approved steel primer in two coats, all complete as per drawings, including rubbing, grinding and making joints and welding smooth and finished.	Kg			
1.3	Kota stone supply and laying 25 mm thick kota stone for treads and riser, polished and chamfered, fixed with epoxy adhesive / cement surry over MS base, including proper leveling curing and polishing.	Sqm	130.00		
<p>Note to Item No 1.2 above:</p> <p>1. Fabricator to install the staircase, including fixing etc in the pedestal / foundations prepared / constructed by Civil Contractor and provide all assistance, guidance for foundations, laying base plates, foundation bolts and supports etc.</p> <p>2. Contractor to intimate / specify the total steel in Kgs that will be used in for fabrication.</p> <p>3. Drawings attached are approximate and can be modified. Final layout, design and aesthetics shall be approved by the Architect M/s Arch 10 Design Consultant, Gurugram.</p> <p>4. Quoted rates shall include transportation to site, installation, erection and load testing.</p> <p>5. Quantity mentioned above may vary to any extent.</p>					
	Rate in Words per Kg				
	Total steel planned to be used in fabrication of stair case in Kgs (for item No 1.2)				
	Amount in Words (Rs) as per quoted rates considering total planned quantity of steel for item No 1.2				
	Grand Total : Amount in Words (Rs) as per quoted rates (considering item No 1.1 + 1.2 + 1.3)				

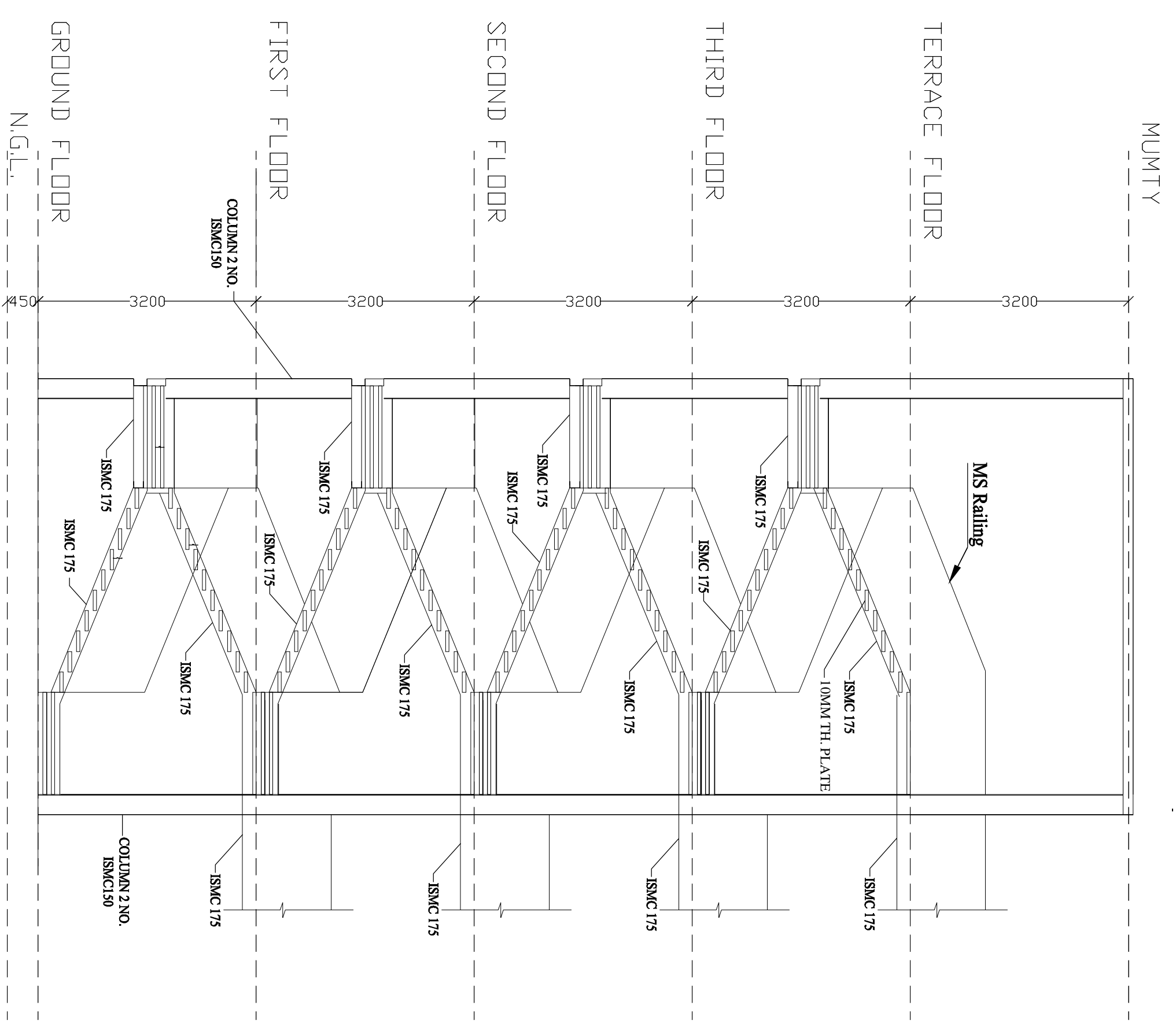
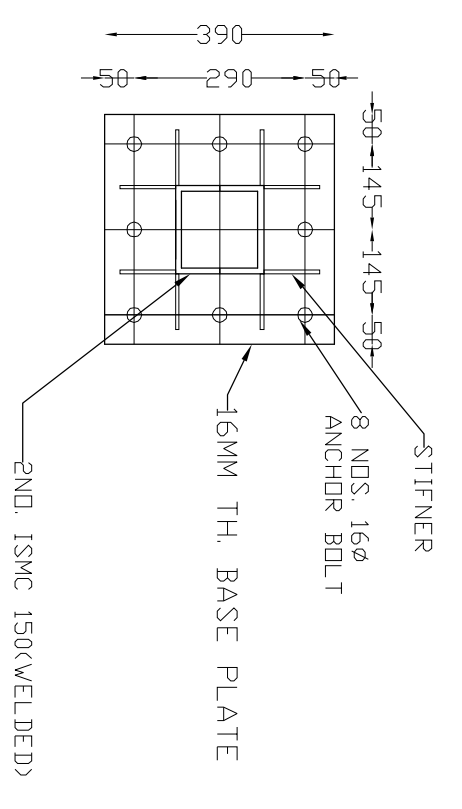
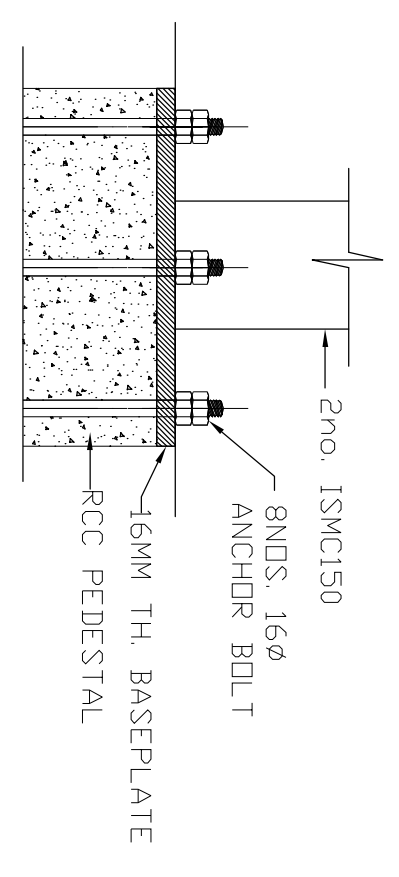


Signature of Representative of SPS Gurugram

Signature of Contractor's / Bidder's Representative
with date and stamp



VIEW-C



- NOTES:
1. ALL STRUCTURAL STEEL SHALL BE CONFORM TO IS:2062.
 2. ALL WELDS ARE 6MM CONTINUOUS FILLET WELD UNLESS NOTED OTHERWISE.
 3. WELDING ELECTRODES SHALL CONFORM TO IS:8145:1:395 AS APPROPRIATE.
 4. MEMBER FIT SHALL BE RESPONSIBILITY OF THE CONTRACTOR. TO BE VERIFIED AT SITE.
 5. ALL DIMENSIONS ARE IN MM. UNLESS NOTED OTHERWISE.

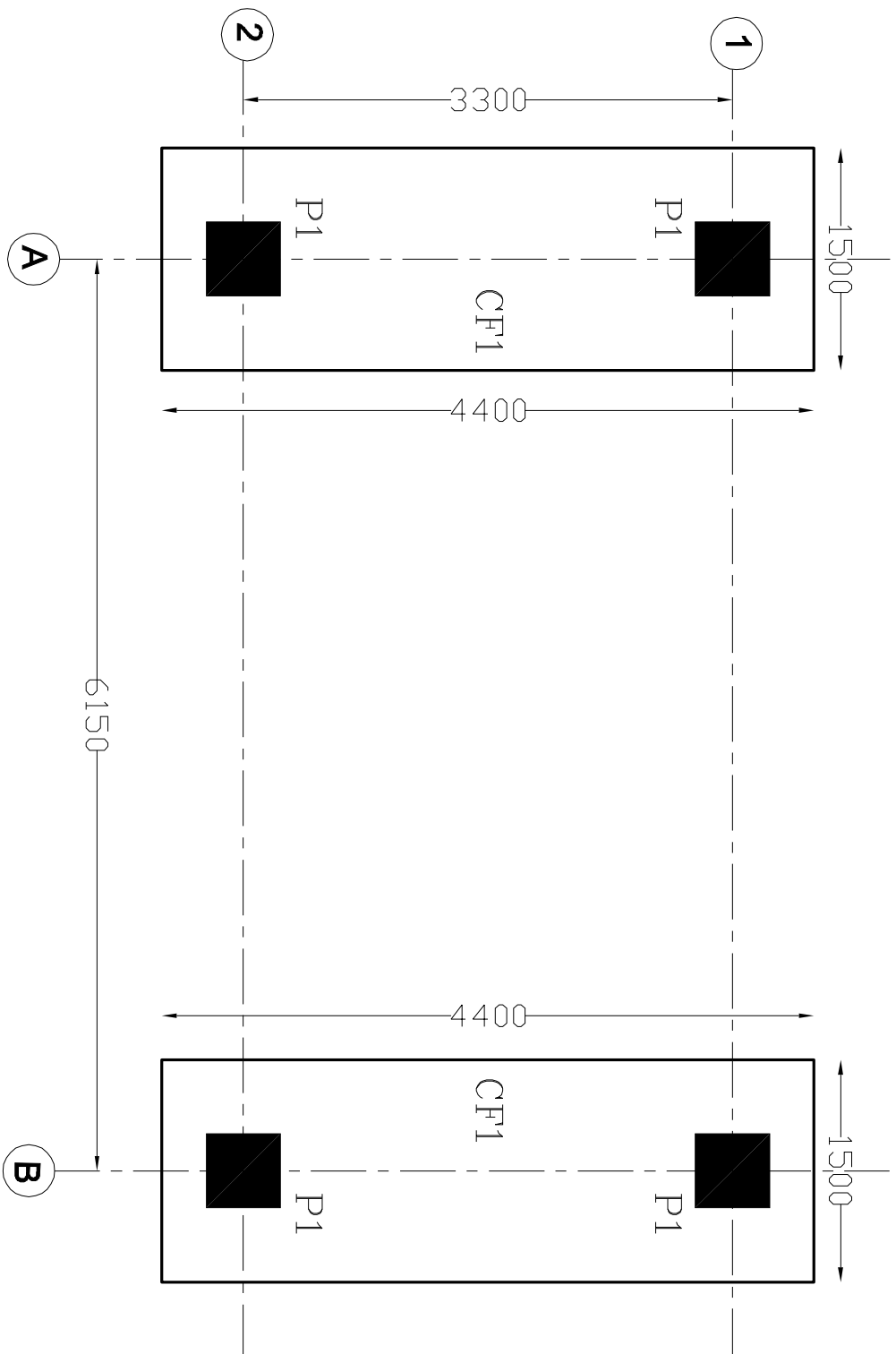
PROJECT
PROPOSED STRUCTURAL DRAWING FOR STAIRCASE AT SALMAN PUBLIC SCHOOL, SEC-15, GURGAON(HR)

DRAWING TITLE
TYPICAL STAIRCASE DETAIL

SCALE	DATE	DRAWN BY
N.T.S.	24-02-2022	

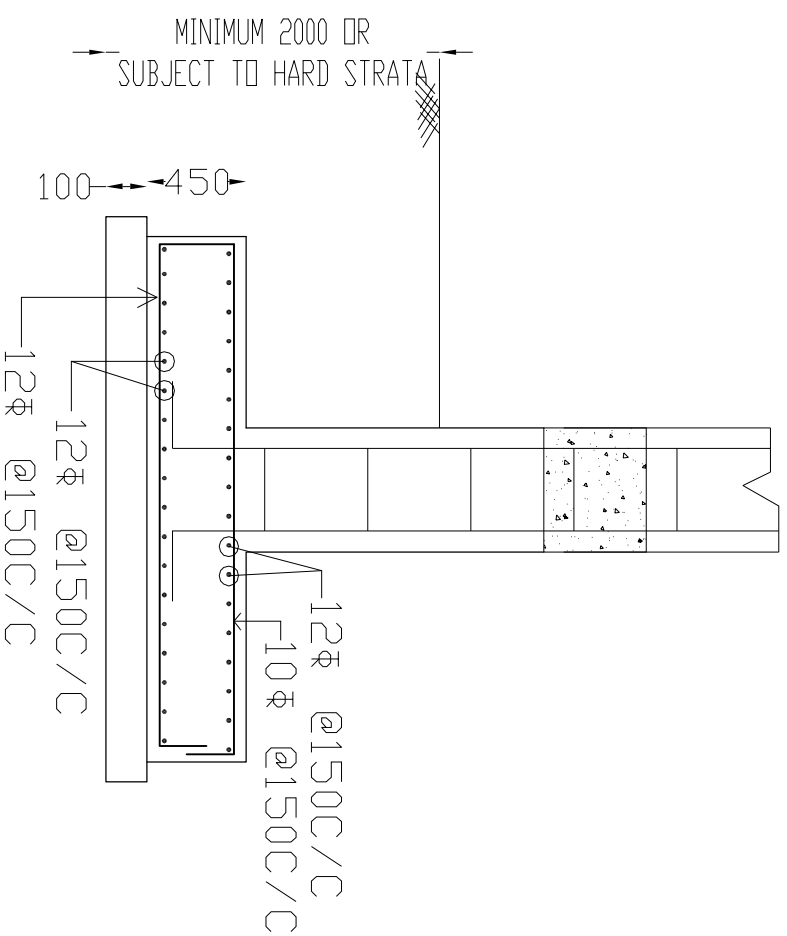
Structural Consultant :
I. S. Chauhan & Associates
 1ST FLOOR, SCO-30, HUDA MARKET,
 SOHNA, CHOWK, GURGAON-122001
 E-mail: isrchauhanorchi@gmail.com
 Mobile: 09899261600

Rajendra



FOUNDATION PLAN

P1	
500X500	
4-20Φ + 8-16Φ	
8Φ@6"C/C RINGS	



TYPICAL SECTION OF FOOTING CF1

- NOTES:**
1. REFER ARCHITECTURAL DRGS FOR LAYOUT AND ARCHITECTURAL FEATURES.
 2. SBC OF SOIL HAS BEEN CONSIDERED 10T/M² BASED ON THE DATA PROVIDED BY OWNER/DEPT.
 3. CONCRETE SHALL BE M25(USING MINIMUM CEMENT 400kg/M³) (CONFORMING IS456).
 4. CONCRETE SHALL BE MECHANICALLY MIXED & VIBRATED.
 5. REINF SHALL BE H.Y.S.D. BARS OF GRADE Fe 500D (JINDAL, TATA STEEL) CONFORMING TO IS:1786.
 6. CLEAR COVER TO REINF SHALL BE AS FOLLOWS:
FOUNDATION:50MM
COLUMNS & PEDESTALS SIZE >230: 40MM
COLUMNS & PEDESTALS SIZE <230: 25MM
 7. BEAMS : 25MM ; SLAB : 20MM
SPlicing OF BARS SHALL NOT BE MORE THAN 50% AT ANY LOCATION.
 8. DEVELOPMENT LENGTH Ld = 50 Ø.
 9. BENDING OF BARS SHALL BE AS/IS:2502.
 10. REFER RELEVANT BIS CODES FOR WORKS.
 11. ANY AMBIGUITY IF FOUND SHALL BE BROUGHT IMMEDIATELY TO OUR NOTICE.

PROJECT
 PROPOSED STRUCTURAL DRAWING FOR STAIRCASE AT SAIWAN PUBLIC SCHOOL, SEC-15, GURGAON(HR)

DRAWING TITLE
 STAIRCASE FOOTING DETAIL

SCALE
 N.T.S.

DATE
 01-03-2022

DRAWN BY
 SUNIL KUMAR

Structural Consultant :
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 1ST FLOOR, SCO-30, HUDA MARKET, SOHNA CHOWK, GURGAON-122001
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 Mobile: 09899261600

Rafiqul