

॥ ओ३म ॥
दयानन्द ँग्लो-वैदिक कॉलेज
प्रबन्धकर्तृ समिति, नई दिल्ली द्वारा
संचालित शिक्षा संस्था



8709545579(M) davbnpts@gmail.com
D.A.V. CENT. PUBLIC SCHOOL (SAIL)
Bhawanathpur Township- 822129
Distt.: Garhwa (Jharkhand)

Affiliated to CBSE, New Delhi, Aff. No. - 3430072, School No. - 66260, Managed by DAV College Managing Committee, Chitragupta Road, New Delhi - 55

REF. NO: DAV/BNP/2020-21/858

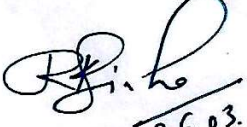
DATE: 26.03.2021

OPEN TENDER
for
Hiring of School Bus

DAV CENT. PUBLIC SCHOOL, Bhawanathpur T/S, Garhwa, Jharkhand Invites sealed tenders for hiring of 8 (Eight) School Buses of model 2015 to 2020 on contract basis for the session 2021-22 (01 April' 21 to 31st March'22) from transporters.

Time Schedule :-

- | | | |
|--|---|-----------------------|
| 1. Date of issue of Tender | : | 27/03/2021 at 10:00AM |
| 2. Last date for Submission of Tender | : | 08/04/2021 at 11:00AM |
| 3. Date for Opening of the seal Tender | : | 10/04/2021 AT 11:30M |


26.03.21
PRINCIPAL
PRINCIPAL
DAV Cent. Public School
Bhawanathpur Township
Distt-Garhwa (Jharkhand)



INSTRUCTIONS TO TENDERERS

1. The tenderer shall submit the tender in three parts consisting of Part -I (Caution Money Deposit), Part-II (Techno-Commercial) and Part-III (Price Bid) each in separate envelope duly sealed and superscribed with the respective Part Number. "Caution Money" shall be deposited through TT remittance/online transfer-NEFT/RTGS or in the shape of Bankers Cheque/ Demand Draft / Pay Order in favour of DAV Centenary Public School [SAIL], from any Scheduled Commercial Bank except Co-operative and Gramin Bank / Proof of TT remittance/online transfer-NEFT/RTGS is to be put in a separate envelope duly sealed and superscribed with the word "Caution Money". All the three envelopes containing **Part-I, Part-II and Part-III** shall be put in a fourth envelope duly sealed, superscribed with Tender Notice No., Name of the job, date of opening and addressed to DAV Centenary Public School [SAIL], Bhawanathpur, Distt.: Grahwa, Jharkhand-822129. Tenders not submitted with Part-I and Part-II in separate covers properly sealed as prescribed above shall be considered as invalid and rejected.
2. Duly filled in tenders are to be deposited in the Tender Box kept at the office of to DAV Centenary Public School [SAIL], Bhawanathpur, Distt.: Garhwa, Jharkhand-822129 on or before **08.04.2021 by 11:00 A.M.** The tender can be sent by Post or courier, but delayed delivery of tenders will not be entertained.
3. The main sealed envelope containing all the sealed envelopes (Part-I, Part-II and Part-III) will be opened at **11:30A.M. on 10.04.2021** in the presence of the Tenderers or their authorised representatives who wish to be present. Immediately thereafter, on the same day, the envelope containing "Caution Money" will be opened. The part-II & III offer of those tenderers, whose "Caution Money" will be found in order and submitted as prescribed at (1) above, will be opened immediately thereafter. Otherwise the offer will be considered as invalid and Part - II & III will not be opened.
4. The tender shall sign each and every page of the tender documents and submit in the appropriate part of the bid.
5. Tenders not received in the prescribed forms as specified in the Invitation to Tender/Documents will be liable for rejection.
6. Tendere will be awarded to L-1 party whose offer will be the lowest among the received offers.
7. Caution money amount will be Rs. 10,000/- (ten thousand) only which will be refunded soon after opening of tender.
8. Valid Registration, Insurance, Road Tax & Pollution Certificate of all the Buses are mandatory.



Terms/ condition of contract :--

1. Tender is opened only to the eligible Tenderer.
2. The application must be in prescribed format.
3. The application must be duly signed by the Tenderer.
4. School buses must be yellow coloured as per norms.
5. The word "School Bus" must be written behind the vehicle.
6. The Vehicle Registration Number must be painted in black and white.
7. The name of the school along with its contact details must be included on the vehicle.
8. Buses must be affixed with GPS tracker, operational CCTV camera, and speed monitors at all times.
9. The School Bus must be equipped with emergency alarm and siren.
10. The seats inside the School Bus must be made of non-combustible material.
11. Every bus must have a First-Aid Kit and a fire extinguisher inside the vehicle.
12. A well trained attendant is mandatory inside the School Bus.
13. At least two emergency exits are compulsory on the School Bus.
14. The bus driver must carry a valid Driver's Licence and an ID card issued by the school.
15. The Driver must not exceed the speed limit beyond 40 km/h.
16. Must wear uniform and seat belt at all times while driving the vehicle.
17. Drinking alcohol and smoking is strictly prohibited.
18. The driver must undergo medical and physical test every year.
19. The school management and the bus drivers must inspect the vehicles regularly and perform routine maintenance check-ups.
20. The mileage of the bus should be not less than 4.5 km/litre.
21. The bus will provide water tank (20 litres).
22. The contact number of the driver & co-driver must be written on the bus.
23. The driver & co-driver of the School Bus must be trained.
24. The documentation of the School Bus must be updated & available.
25. The hiring charges will be deducted for following:
(i) Summer vacation (ii) Winter vacation (iii) Durga Puja (iv) Dipawali & Chhat Puja (v) Other reasons
26. Apart from the Bus Fuel **all other expenses** (maintenance/the wages of driver & co-driver etc.) will be provided by the Bus Owner.
27. In case of break-down of bus during school hour, the owner will have to arrange the alternate bus service according to school management.
28. If the bus never runs consecutively for three days , the service charges would be deducted.
29. All the buses will be 52 seaters only.
30. Caution money will be Rs. 10,000/- (ten thousand) per bus which will be refundable.
31. Agreement will be effective soon after reopening of all classes as per direction of Govt. of Jharkhand.

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DATE: 26.03.2021

Schedule of rate / Price bid

SN	Bus Model No (2015-2020)	Seating Capacity (52)	Hiring Charges

Seal and Signature of Tenderer

FORMAT OF UNDERTAKING (to be submitted by Bidders)

I / We Proprietor/Partner/Legal Attorney/ Director/ Accredited Representative of M/S., solemnly declare that:

1. I/We am/are submitting Bid for the work.....against Notice No/ Tender ID..... Dated..... and I/we offer to execute the work in accordance with all the terms, conditions and provisions of the bid.
2. I / Our Partners /Directors don't has/have any relative as employee of DAV. Centenary Public School (SAIL), Bhawnathpur T/S, Garhwa, Jh.
3. All information furnished by us in respect of fulfillment of eligibility criteria and qualification information of this Bid is complete, correct and true.
4. All copy of documents, credentials and documents submitted along with this Bid are genuine, authentic, true and valid.
5. I/ We hereby authorize department to seek references / clarifications from our Bankers.
6. We hereby undertake that we shall register and obtain license from the competent authority.
7. * I/We hereby confirm that we have registration with CMPF / EPF Authorities. We shall make necessary payments as required under law.
Or
*I/We hereby undertake that we shall take appropriate steps for registration as relevant under CMPF / EPF authorities, if applicable. We shall make necessary payments as required under law.
8. *I/We have not been banned or delisted by any Govt., or Quasi Govt. Agencies or PSUs (In case of JV, all partners are covered).
Or
*I / Wehave been banned by the organization named " _____ " for a period of..... year/s, effective from to.....(in case of JV, name(s) of the JV Partner(s)).
9. If any information and document submitted is found to be false/ incorrect at any time, department may cancel my/our Bid and action as deemed fit may be taken against me/us, including termination of the contract, forfeiture of all dues including Caution Money and banning/ delisting of our firm and all partners of the firm etc.

Date:

Place:

Seal & Signature of Tenderer.

TECHNO-COMMERCIAL (PART-II)

INSTRUCTIONS TO TENDERERS

TENDER NOTICE NO. DAV/BNP/2021-22/857, DAV/BNP/2021-22/858, DAV/BNP/2021-22/859
Dated 26.03.2021

1. The tenderer shall submit the tender in three parts consisting of Part -I (Caution Money Deposit), Part-II (Techno-Commercial) and Part-III (Price Bid) each in separate envelope duly sealed and superscribed with the respective Part Number. "Caution Money" as per option under Clause-3(i) / 3(ii) (value mentioned in the Invitation to Tender) shall be deposited through TT remittance/online transfer-NEFT/RTGS or in the shape of Bankers Cheque/ Demand Draft / Pay Order in favour of Bhawanathpur Limestone Mines, SAIL, RMD, from any Scheduled Commercial Bank except Co-operative and Gramin Bank / Proof of TT remittance/online transfer-NEFT/RTGS is to be put in a separate envelope duly sealed and superscribed with the word "Caution Money". All the three envelopes containing "Caution Money" Part-I, Part-II and Part-III shall be put in a fourth envelope duly sealed, superscribed with Tender Notice No., Name of the job, date of opening and addressed to The Principal, DAV Centenary Public School (SAIL), Bhawanathpur Township, Distt.: Grahwa, Jharkhand-822129. Tenders not submitted with "Caution Money", Part-I and Part-II in separate covers properly sealed as prescribed above shall be considered as invalid and rejected.
 2. Duly filled in tenders are to be deposited in the Tender Box kept at the office DAV Centenary Public School (SAIL), Bhawanathpur Township, Distt.: Garhwa, Jharkhand-822129 on or before **08.04.2021 by 11:00 A.M.** The tender can be sent by Post or courier, but delayed delivery of tenders will not be entertained.
 3. The main sealed envelope containing all the sealed envelopes (Part-I, Part-II and Part-III) will be opened at **11:30PM on 10.04.2021** in the presence of the Tenderers or their authorised representatives who wish to be present. Immediately thereafter, on the same day, the envelope containing "Caution Money" will be opened. The part-I offer of those tenderers, whose "Caution Money" will be found in order and submitted as prescribed at (1) above, will be opened immediately thereafter. Otherwise the offer will be considered as invalid and Part -I will not be opened.
 4. The tender shall be valid for **90 (Ninety)** days for acceptance from the date of opening of tender and prior withdrawal thereof shall entail the forfeiture of Caution Money.
 5. The tender shall sign each and every page of the tender documents and submit in the appropriate part of the bid.
 6. Tenders not received in the prescribed forms as specified in the Invitation to Tender/Documents will be liable for rejection.
 7. The Tenderer(s) shall duly fill in the "Form of Tender" enclosed as **Annexure-I** in the tender documents and submit along with Techno-Commercial Bid (Part I) of the Tender. Non-submission of duly filled in & signed form of tender shall make the tender liable for rejection.
 8. The invitation to Tender, Instructions to Tenderers, Special Conditions of Contract & General Conditions of Contract, Form of Tender and Form of Agreement along with the rates quoted against each item in the "Schedule of Rates" together with the Letter of Acceptance and Work Order for awarding of the work and Contractor's Letter of Acceptance shall form the contract. In case of any conflict between the terms mentioned in General Conditions of Contract and Special Conditions of Contract, the latter shall prevail.
 9. The tender shall also furnish the following documents/details:
 - 9.1 Category of tenderer, whether Proprietary firm, Registered firm, Registered Partnership firm, Private Limited Company, Public Limited Company, Co-operative society etc. along with following documents:
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- 9.1.1 In case of Proprietary firm, affidavit of Sole Proprietary.
- 9.1.2 In case of Partnership firm, attested copy of Partnership deed along with amendment if any and proof of registration if any.
- 9.1.3 In case Limited Companies, Memorandum & Articles of Association, Certificate of Incorporation, authorised, subscribed and paid up capital.
- 9.1.4 In case of Co-operative society, attested copy of the certificate of registration from the Registrar of Co-operative societies.
- 9.2 **Each page of the tender shall be signed by the tenderer :** Tender by a partnership firm shall be signed in the firm's name by one of the partners duly authorised by other partners. Tender by joint stock company shall be signed in the name of the company, by a person duly authorised on its behalf. A power of attorney or other satisfactory proof showing that the person signing the tender document on behalf of the company, is duly authorised to do so, shall accompany the tender. Tender submitted by the Tenderer without furnishing the full particulars and/or documents as asked in tender documents or furnishing particulars or submitting tender documents without strictly adhering to the directions given herein shall be rejected.
- 9.3 Information about officer of the firm/company being an employee, past or present, of DAV BNP or relationship of any employee of DAV BNP with Proprietor, Partner – Director of the Firm is to be furnished as per the format enclosed as **Annexure – II**.
- 9.4.1 Whether the tenderer or any of the proprietary, Partner, Director, Shareholders or their spouse working as contractor in DAV BNP or any Government Department/Public Undertaking has been:
- Black listed
 - Removed from the approved list of Contractors.
 - Demoted to lower class of job.
 - Under Orders for banning or suspending business with him/them.

If yes, give the details indicating the period.

9.4.2 **Banning of business dealings:**

If it is found during the validity of the Contract that the Contractor or his agent/representative or any other person claiming interest under him, indulges any mal practice/activity prejudicial to be the interest of the plant/Unit or detrimental to the Plant/Unit, equipment and property, the said Contract may be terminated at once and a ban on any further business dealings shall be imposed for a specified period under the laid down procedure of the Company.

- 9.4.3 **Contractors Background:** Persons convicted for any criminal offence involving moral turpitude/economic offences (other than freedom struggle) would not be liable for allotment of Contract and if such a person is allotted the Contract by suppression of information, it will be cancelled,

- 9.5 Whether already registered with DAV BNP or any other Govt. Department/Public Undertaking? If yes, furnish the following information and submit the documentary evidence:

Sl. No.	Name of the organization registered with	Category of work	Qualified to tender up to Rs.	Date of Registration	Validity of Registration

- 9.6 PF/RPFC Registration Code Number, if any :

- 9.7 Registration with ESI, if applicable.

- 9.8 Details of **Bank Account** indicating the name of bank branch & account number to which payment is to be made.
- 9.9 Permanent Account Number: - A Photo-copy of the **PAN Card** should be enclosed by the tenderer along with the Techno-Commercial Part of the tender (Part-I)
- 9.10 Copy of License particulars under the Contract Labour (Regulation and Abolition) Act, 1970 held under previous contracts, if any.
- 9.11 The tenderer shall quote for the entire tendered quantity as per scope of work.
- 10 The tenderers who will fulfill the eligibility criteria and shall accept the final rates (L-1), along with terms and condition of the tender shall be empanelled for the work. This empanelment will start (among those who have accepted the L-1 rate) with the L-1 party, then L-2, then L-3 and so on till the requisite no. of the empanelled contractor is reached.
- 11 The tenderer shall inspect and examine the work site, the siding, the transport **condition** including roads and their surroundings as applicable and shall satisfy himself before submitting his tender as to the nature of work, the form and the nature of the work site, siding and road conditions and materials, equipment and labour necessary for the completion of the works and the means of access to site, the accommodation he may require and in general shall himself obtain all necessary information as to risk, contingencies and other circumstances which may influence or effect his tender. No complaints on these accounts shall be entertained after submission of the tender. If required, tenderers may visit the site between **9 AM to 2 PM** on any working day to assess the quantum of work as well as site condition before submission of tender. No complain with regards to site condition will be entertained later on.
- 12 **Price Bid:** Tenderer(s) shall submit the price bid (Part-II) as per the format given herein as “ **Scope of Work cum Price Bid Format**” i.e., **Annexure –III**
- 13 Tender containing overwriting or erasing, without authentication with full signature on the page(s) of: “**Price Bid Format**” (Price Bid) and amount / quantity not shown in figures and words will be liable to be rejection..
- 14 The rates & quantities quoted in the tender by the tenderer shall be in figure as well as in words. In case of discrepancy in the rate(s) amount/ quantities between figure and words, the value written in words shall be taken as finally quoted rate(s)/ amount/ quantities
- 15 Tender(s) with rates in units different from those prescribed **Scope of Work cum Price Bid Format**” will be liable for rejection. Tenders not received in the prescribed format of “Schedule of Rates” specified herein shall be liable for rejection.
- 16 The rates in the tender shall cover all statutory duties/taxes/levies, as on date of tender, except GST.
- 17 The sealed price bids of the eligible bidders may be considered for opening. In such case and provided that no change has been desired in original price bid submitted by bidder, the eligible bidders may be asked to submit sealed decrement bid within the stipulated time period. In case the bidder doesn't submit decrement bid within stipulated time, then it will be assumed that his decrement bid is Nil. The decrement bid received shall be opened along with the original bid and evaluation of L-1 bidder shall be done considering the same.
- The mode of price discovery as decided by DAV BNP shall be binding on all the tenderers and shall be intimated to all the techno commercially eligible and acceptable bidders after techno commercial evaluation.
- 18 Conditional tenders either in **Part-I or Part-II** of the tender shall be liable to be rejected. Tender must go through all the terms and conditions provided in the set of tender document and submit bonafide offer.
- 19 Any request from the tenderer in respect of additions, alterations, modifications, corrections etc. of either terms and conditions or rates of his tenders after opening of the tenders, shall not be entertained
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under any circumstances. If the tenderer withdraws his tender after opening of the tender, but before the expiry of the validity period of the tender, the Caution Money shall be forfeited.

- 20 The successful tenderer shall make his/her own arrangement for all materials and machines with tools & tackles required for carrying out the job as specified, if any, in the contract and consider the cost, labour cost & other charges to be incurred in proper execution of work within specified time.
 - 21 By submitting a tender for the work, the tender will be deemed to have satisfied himself that the rates quoted by him in the tender will be adequate to complete such work according to the specifications and conditions attached hereto and he has taken into account all conditions and difficulties that may be encountered during its progress/execution. Any complaint in this regard after submission of offer shall not be entertained.
 - 22 Acceptance of the tender will be intimated to the successful tenderer by a **Letter of Acceptance (LOA)** to be followed by issue of Work Order subject to the tenderer depositing the required Initial Security Deposit (ISD). In case of failure by the party to deposit the ISD, the Caution Money is liable to be forfeited. The contractor shall be required to execute an agreement after deposit of ISD within the time specified in the Letter of Acceptance / Work order. In the event of failure on part of the contractor to sign the Agreement within the specified time, no payments shall be made till signing of agreement.
 - 23 The date of commencement of the Contract shall be as stipulated in the work order or actual date of commencement of the job whichever is earlier.
 - 24 Canvassing in any form is strictly prohibited and the tenders submitted by the Tenderers, who resort to canvassing, will be liable to rejection.
 - 25 The company reserves the right to accept / reject any or all of the tenders without assigning any reason whatsoever.
 - 26 Tender shall be properly bound and submitted.
 - 27 Tender documents are not transferable.
 - 28 It shall be the responsibility of the persons submitting the tender to ensure that the tenders have been submitted in the formats and as per the terms and conditions prescribed in the DAV BNP Website and no change is made therein before submission of their tender. In the event of any doubt regarding the terms and conditions/ formats, the person concerned may seek clarifications from the authorised officer of DAV BNP. In case any tampering / unauthorised alteration is noticed in the tender submitted from the Tender Document available on the DAV BNP Website, the said tender shall be summarily rejected and the company shall have no liability whatsoever on the matter. However, deviation if any proposed by the tenderer may be separately indicated for acceptance or otherwise of DAV BNP. Such proposed deviation will not be treated as tampering for the purpose of application of this clause.
 - 29 Tenderer should furnish the following details regarding GST:
 - i. GST Registration Number (GSTN) of the tenderer
 - ii. Harmonised System of Nomenclature (HSN) of the tenderer for the products to be offered/ being offered to DAV BNP.
 - iii. Service Accounting Code (SAC) of the Tenderer for the services to be provided/ being provided to DAV BNP.
 - iv. Detail address of the Principal place of Business of the Tenderer as per their GST Registration.
 - v. Detail address of Additional Place (s) of Business of the Tenderer as per their GST Registration.
 30. The every bidder to this tender shall have to furnish the declaration as per format given at Annexure - A with respect to applicability of Provision of GST laws for e-invoicing with effect from 1st October 2020 in his / their case as amended from time to time.”
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SPECIAL CONDITIONS OF CONTRACT

**TENDER NOTICE NO. DAV/BNP/2021-22/857, DAV/BNP/2021-22/858,
DAV/BNP/2021-22/859 Dated 27.03.2021**

1. **Scope of Work:** Support facility for DAV Centenary Public School (SAIL), Bhawanathpur Township, Distt.: Garhwa, Jharkhand-822129 as per Scope of Work cum Price Bid to execute the jobs as mentioned below-

i. Two (02) nos. Peon:-

- (a) To maintain records in proper order.
- (b) To keep record in prescribed manner.
- (c) To make available records as and when required.
- (d) To maintain records movement register.
- (e) To place the papers in relevant files.
- (f) To handle and distribution of forms and stationary.
- (g) To attend the bell of the principal.
- (h) To ensure sitting arrangement and exam related work.
- (i) Minimum 2 years experience such work.

Qualification- VIII passed.

ii. One (01) no. Sweeper (Lady):-

- a. To clean the Toilets/Washrooms/Washbasins.
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- b. To clean the Class Rooms/Office/Labs/Staff Room.
- c. To clean the baskets, wastepaper.
- d. To spray room freshner in all rooms
- e. To clean the dust of all doors, windows, furniture, dual desks, boards.
- f. To To place in garbages in dust bin.
- g. To clean the open areas of school buildings
- h. To To maintain garden, plants, flower pots in the Principal's chamber.
- i. Minimum 2 years experience such work.

Qualification- V passed.

iii. One (01) no. Aaya:-

- a) To supervise the children/students.
- b) To assist the children in their activities.
- c) To assist the children in using Toilets.
- d) To pay attention to child's emotional state.
- e) To assist the children in playing games and sports.
- f) To assist the children during the recess.
- g) To assist the children during arrival/departure of the school
- h) Minimum 2 years experience such work.

Qualification- VIII passed.

iv. Eight (08) no. Driver:-

- i. To transport the students from their Bus stop to school.
- ii. To ensure the safety of students, school bus and self.
- iii. To ensure the proper maintenance of vehicles.
- iv. To observe the safety and traffic rules.
- v. To maintain order among the students while they are on the bus.
- vi. To follow the discipline strictly in the bus.
- vii. To follow the planned route.
- viii. To follow the schedule for departure times and stops.
- ix. To check the vehicle safety such as tyres, breaks, mechanical equipments, signal etc.
- x. To monitor and report the fuel consumption and mileage.
- xi. To report the delays, accident and emergencies.
- xii. To inspect the vehicles thoroughly before and after each trip.
- xiii. Minimum 2 years experience such work.

Qualification- V passed.

Three (03) nos. Security Guards:-

- a) To protect the property of school.
- b) To protect the lives of students and staffs.
- c) To maintain the safe and secure environment.
- d) To observe /investigate the disturbances.
- e) To report in detail any suspicious incidents.
- f) To monitor and control access at school building and entrances.
- g) To monitor the vehicles/cycles outside the gate.
- h) To petrol randomly and regularly school building.
- i) To watch alarm system/CCTV camera regularly.
- j) To perform first aid.
- k) To operate the DG set and Jet pumps.
- l) To maintain Visitors Book.
- m) Minimum 2 years experience such work.

Qualification- VIII passed.

2. Period of Contract:

The contract shall be for a period of 01 (one) year from the date of commencement of work as mentioned in the work order and the date of commencement will be 20 days from the date issue of the work order or actual date of commencement of work, whichever is earlier. Work Order shall be issued within seven days of receipt of Initial Security Deposit (ISD).

3. **Quantity:** 04 D-group employess (Peon-02 nos., Sweeper [Lady]-01 & Aaya- 01 no.), 03 nos. Of Security Guards, 08 nos. Of School Bus Drivers.

4. **Location of the Site:-** DAV Centenary Public School (SAIL), Bhawanathpur Township, Distt.: Garhwa, Jharkhand-822129

5. Terms of Payment :

- 6.1. The contractor will submit running account bill, if payable as per contract, which will be verified by the Engineer-in-charge (Operating Authority) through the quantity and quality of the work executed and recorded in the measurement book. The operating authority or his authorised representative and the contractor shall jointly sign bills of the work executed.
- 6.2 Running Account (R/A) Bills will be made as per measurement and payment shall be made to the contractor on submission of the bills along with requisite documents within 30 days, if found in order.
- 6.3 92.5% payment will be made against RA bills after certificate of the job(s) and 7.5% of the value of the work will be retained as security deposit in addition to 2.5% ISD which will be released after certification from Engineer-in-charge after completion expiry of the Contract period.
- 6.4 The bills in triplicate are to be submitted to Engineer-in-charge and after certification will be forwarded for payment.
- 6.5 Final Bill : The Final payment will be made within 60 (sixty) days of completion of all formalities as per terms and conditions of the contract.
- 6.6 Mode of Payment: e-mode of payment.
- 6.7 R/A bill along with Contract Labour Clearance (CLC) certificate for corresponding period of R/A bill will be required for releasing the payment. CLC should be obtained from the office of the school.
- 6.8 The bill should be in printed form and while submitting the bill, the contractor or his authorized representative should sign on the bill under a rubber stamp.
- 6.9 Security Deposit along with the ISD will be released, within 30 days of completion of all the works including defect liability period & other formalities as per the terms & condition of the contract & on certification from executing authority.
- 6.10 All statutory deductions will be made from contractor bill as applicable from time to time.
- 6.11 No escalation in unit rates or otherwise on any ground will be admitted during the contract period.
- 6.12 For payment through bank, the bank charges will be on Contractors account.
- 6.13 The bill must contain GSTIN and SAC Code of the contractor in the printed form and while submitting the bill the contractor or his authorized representative should sign on the bill under rubber stamp.
- 6.14 Supplier must furnish/ upload the necessary documents for availing of GST Input Tax Credit (ITC) as per GST Law. This shall be ensured before releasing any payment to the Supplier after verification of GSTR2A/ any other document/ form specified under extant GST Law. However, for Micro & Small Enterprises (MSE), payment shall be made within a statutorily defined period as per extant GOI Rules.
- 6.15 In the event of failure on the part of the contractor in payment of Minimum wages within the prescribed day i.e. an date not later than the 7th day of the month, of the following month, a penalty @ 1% of monthly RA bill value will be imposed for delay in payment upto 5 days and a penalty @ 5% of monthly
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RA bill value will be imposed beyond the 5 days delay. However, waiver of the penalty may be considered if the contractor shows reasonable ground due to which the delay has occurred.

1.0 **Paying Authority:** The Principal, DAV Centenary Public School (SAIL), Bhawanathpur Township, Distt.: Grahwa, Jharkhand-822129.

2.0 **Price Variation:** The contract rate shall remain firm during the tenure of contract.

3.0 **Wage & Other Payments to Labourers:**

- 3.1 The contractor shall pay the wages to contract labours employed by him not less than the minimum wage as per the notification of the Govt of India / State Government of Jharkhand of the respective labour corresponding to the nature of work, whichever is higher. The contractor shall make payment of wages to their labourers only through their respective Bank account.
- 3.2 The contractor shall provide group Insurance coverage as necessary for all persons engaged in the above job for the entire period of contract.
- 3.3 The contractor shall be fully responsible to comply with all his statutory obligations as Employer including all contributions under P.F. and Pension Scheme (EPF) etc. under the Employees' Provident Fund and Misc. Provision Act, 1952, Employees' Deposit Linked Insurance (EDLI), Employees' State Insurance Act, 1948, benefits under the Maternity Benefit Act, 1961, etc., and all other such obligations/liabilities in respect of their labour engaged by them for the job undertaken under the contract as per applicable statutory provisions/ law and Government Notifications, and will take full liability on this account. DAV BNP will not take any financial liability on this account. In the event of failure of the contractor to comply with the above, DAV BNP shall be entitled to recover the amount by deduction from any amount payable to the contractor under the contract, including security deposit, or as debt payable by the contractor.
- 3.4 The statutory deposit of E.P.F., the payment of wages to the workers and the production of copies of acquittance roll to office of DAV BNP will be a pre-condition for releasing the monthly R/A bills .
- 3.5 The contractor has to submit true copy of the monthly labour payments made by him/them to the Engineer immediately after such payments are made. All monthly payments are to be made to the workers as per the Payment of Wages Act / Contract Labour Regulation Act.
- 3.6 DAV BNP shall be empowered to deduct any statutory dues / demand towards E.P.F. and wages etc. from the subsequent RA bills / Security Deposit / any other bills of the contractor pending anywhere in DAV BNP.

4.0 **Security Deposit (SD):**

The successful Tenderer shall deposit an amount equivalent to 10% of the total Work Order value towards Security Deposit. Out of this, the Initial Security Deposit will amount to 2.5 % of the Total value. The Initial Security Deposit less the Caution Money already deposited is to be deposited by the successful tenderer within 10 (ten) days from the date of Issue of Letter of Acceptance in the shape of Bank draft/Bankers Cheque from a Scheduled Commercial Bank except Co-operative and Gramin Bank nearest to the mines. The Security Deposit equivalent to the balance 7.5% of the work-value will be recovered from the progressive bills/running bill of the Contractor. The Security Deposit shall bear no interest and refund will be as per provision. During operation of deviation quantity if any, Security deposit @ 10% shall be recovered from the progressive bills of the contractor.

The company shall be at liberty to deduct and appropriate from the Security deposit such penalties and dues as may be payable by the Contractor under the contract and the amount by which the Security Deposit shall get diminished will be made good by further deduction from the Contractor's subsequent

bills in the same manner as aforesaid until the security deposit is restored to its full limit mentioned above. On due and satisfactory performance and completion of the contract in all respect and settlement of final bills, the Security Deposit will be returned to the Contractor without any interest on presentation of an absolute No Demand Certificate in the form as may be prescribed by DAV BNP. No claim shall lie against DAV BNP on any account whatsoever in respect of this contract after the receipt of No Demand Certificate from the Contractor.

DAV BNP shall have the full right to forfeit and appropriate the security deposit on breach of any of the terms and conditions laid down herein or will be applicable in future, without prejudice to the rights of DAV BNP or otherwise available under the law.

Any dues of DAV BNP against the Contractor under the contract resulting from award of work to some other agency at the risk and cost of the Contractor shall be adjustable against the security deposit and if SD is insufficient, the same could be recovered from the Contractor. In case of the termination of the contract by the contractor, DAV BNP shall have right to forfeit the Security Deposit.

The Security Deposit shall be refunded to the Contractor within 30 days of completion of defect liability period subject to the condition that the Contractor shall produce the completion certificate along with certificate from the Engineer / Mines Manager of having disbursed all labour payments, other statutory payments and cleared all his obligations under the contract on any account whatsoever in respect of this contract after the receipt of No Demand Certificate from the Contractor.

DAV BNP shall have the full right to forfeit and appropriate the security deposit on breach of any of the terms and conditions laid down herein or will be applicable in future, without prejudice to the rights of DAV BNP or otherwise available under the law.

Any dues of DAV BNP against the Contractor under the contract resulting from award of work to some other agency at the risk and cost of the Contractor shall be adjustable against the security deposit and if SD is insufficient, the same could be recovered from the Contractor. In case of the termination of the contract by the contractor, DAV BNP shall have right to forfeit the Security Deposit.

The Security Deposit shall be refunded to the Contractor within 30 days of completion of defect liability period subject to the condition that the Contractor shall produce the completion certificate along with certificate from the Engineer of having disbursed all labour payments, other statutory payments and cleared all his obligations under the contract.

11.0 Evaluation of L-1 tender:

The job is to be executed by one agency. The departmental estimate for all the jobs as per the scope of work is placed in the “Schedule of Rate” [Price Bid (Part-III)]. The tenderer shall quote a percentage figure above or below or at par with respect to the disclosed estimate. The lowest rate quoted by the tenderer will be the L-1.

The tenderer shall quote only one percentage figure which shall be applicable to the item, else their tender shall be summarily rejected.

12. Performance Guarantee Bond (PGB):

In case, L-1 tenderer quotes unworkable rates i.e. if the the quoted price is less than the lower limit of the estimated price (i.e below 20% of estimated price), the tenderer will be asked to justify the quoted rate. On non-acceptance of justification given by Tenderer / refusal of submitting the justification of quoted rate, the tenderer will be asked to submit Performance Guarantee Bond (PGB) in addition to the Security Deposit and the same is to be submitted along with Initial Security Deposit (ISD) after issuance of LOA in the form of Bank Draft/ Bank Guarantee. The amount of Performance Guarantee Bond will be equal to the amount which will be the difference between lower permissible limit of estimated price and the quoted price of tenderers and will be communicated in due course. Caution money of the tenderers who refuse to give Performance Guarantee Bond, as required, will be forfeited and they will not be considered in re-tendering if order/ contract is not finalized from the present tender. The performance guarantee bond should be in the form of Bank Draft / Bank Guarantee from any

Scheduled Commercial Bank except Co-Operative and Gramin Bank only. In case the tenderer has any outstanding amount with DAV BNP against different tender, the same will not be adjusted for this purpose.

Example:-

Suppose quoted rate= X

Permissible lower limit of deviation w.r.t departmental estimate= $(-)P\%$

Departmental estimate= Y

PGB amount= $(Y - P\% * Y) - X$

PGB shall be retained for the full contract period.

13 Taxes:

14.1 Taxes & Duties:

- I. Statutory and other Obligations on the part of the Contractor:
 - a. During the period of the contract, demand if any, for Govt. dues or other dues under whatsoever ACT/ Attachment/ Notice related to the contractor may be received by DAV BNP; the same shall be realized from the Contractor's bill.
 - b. Taxes, duties, levies, etc. including local taxes if imposed by the Panchayat/ Municipality / Local Government bodies on or before the date of the tender shall be borne by and paid by the contractor and these should be included in his rates.
 - c. TDS for Income Tax: Tax deducted at Source (TDS) shall be made towards income tax from all the bills of the contractor at applicable rates as per income tax Act & Rules.
- II. Other Taxes: For the purpose of levy and imposition of GST, the expressions shall have the following meanings:
 - (a) GST - means any tax imposed on the supply of goods and/or services under GST
 - a. Law.
 - b. Cess – means any applicable cess, existing or future on the supply of Goods and Services as per Goods and Services Tax (Compensation to States) Act, 2017.
 - c. GST Law - means IGST Act 2017, CGST Act 2017, UTGST Act, 2017 and SGST Act, 2017 and all related ancillary Rules and Notifications issued in this regard from time to time.
- III. The rates quoted by the Contractor shall be inclusive of all taxes, duties, levies and Cess except GST. Contractor has to clearly show the amount of GST separately in the Tax Invoices raised by them. Further, it is the responsibility of the Contractor to make all possible efforts to make their accounting and IT system GST compliant in order to ensure timely availability of Input Tax Credit (ITC) to DAV BNP.
- IV. DAV BNP shall declare in the Tender document about value/ estimated value of free issue of material and series, if any, involved in the execution of the contract. The contractor should consider the same while working out the GST liability, if any. Further, in cases where GST IS leviable on any facilities provided by SAIL and used by contractor and the consideration for which is recovered by DAV BNP in the form of reduction in the value of invoice raised by contractor, then DAV BNP will raise GST invoices on such transactions and the same will be borne by contractor.
- V. Evaluation of L-1 prices shall be done based on landed cost net of Input Tax Credit of GST, if available to SAIL-RMD. SAIL-RMD shall evaluate the offers on the basis of the quoted rates only and any claim subsequently by the Contractor for additional payment/liability shall not be admitted and has to be borne by the /Contractor. The supplier under Composition Scheme should carefully understand the implication of Input Tax Credit (ITC) before quoting the rates.
- VI. In case, the contractor is covered under Composition Scheme under the GST law, then the Contractor should quote the price inclusive of GST. Further, such contractor should mention Cover

under Composition system in column for GST of the price schedule. The contractor should also carefully understand the implication of Input Tax Credit (ITC) before quoting the rates.

- VII. For the purpose of this contract, it is agreed between the parties that if any new taxes, duties or levies other than GST is introduced subsequent to the final date of submission of tender or reverse auction by the Central/State Government & Local Authorities and such new taxes, duties or levies become payable, then an equitable adjustment on account of new taxes, duties or levies in the contracted price shall be made which shall be subject to the production of documentary evidence by the Vendor/Supplier/Contractor. This provision shall be applicable only during the original period of contract. However, during the extended period of contract, if any, this provision shall be applicable as follows:
- a. If input tax credit (ITC) is available, the adjustment in contract price for such new tax shall be made.
 - b. In other cases (i.e. where tax credit is not available), adjustment in contract price shall be made only if the new tax is enacted during the period of extension arising out of reasons attributable to RMD.
- VIII. In case of variation (increase/decrease) in the rate of GST after the final date of submission of tender or reverse auction, the said revised rate shall be reimbursed or recovered on production of relevant statutory documentary evidence. This provision shall be applicable only during the original period of contract. However, during the extended period of contract, if any, this provision shall be applicable as follows:
- a. If input tax credit (ITC) is available, the said revised rate shall be reimbursed or recovered.
 - b. In other cases (i.e. where input tax credit is not available), the said revised rate shall be reimbursed only if the reasons for extension of the contract is attributable to SAIL-RMD. In any case, recovery shall be made in case of a downward variation in the rate of tax.
- IX. Contractor agrees to do all things not limited to providing GST compliant Tax Invoices or other documentation as per GST law relating to the supply of goods and/or services covered in the instant contract like raising of and/or acceptance or rejection of credit notes/debit notes as the case may be, payment of taxes, timely filing of valid statutory Returns for the tax period on the Goods and Service Tax Network (GSTN), submission of general information as and when called for by DAV BNP in the customized format shared by DAV BNP in order to enable DAV BNP to update its database, etc. that may be necessary to match the invoices on GSTN common portal and enable DAV BNP to claim input tax credit in relation to any GST payable under this Contract or in respect of any supply under this Contract.
- X. In case Input Tax Credit of GST is denied or demand is recovered from DAV BNP by the Central/State Authorities on account of any non-compliance by Vendor/Supplier/Contractor, including non-payment of GST charged and recovered, the Contractor shall indemnify DAV BNP in respect of all claims of tax, penalty and/or interest, loss, damages, costs, expenses and liability that may arise due to such non-compliance. DAV BNP, at its discretion, may also withhold/recover such disputed amount from the pending payments of the Contractor and /or also from any sum payable to the contractor by DAV BNP.
- XI. Contractor shall maintain high GST compliance rating track record at any given point of time.
- XII. Contractor is required to pass on the benefit arising out of introduction of GST, including seamless flow of Input Tax Credit, reduction in Tax Rate on inputs as well as final goods by way of reduction of price as contemplated in the provision relating to Anti-Profitteering Measure as per CGST Act, 2017.
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XIII. Contractor shall avail the most beneficial Notifications, abatements, exemptions etc., if any, as applicable for the supplies under the Goods and Service Tax Act.

XIV. Liquidated Damages: In case delay in completion of the work beyond the contractually agreed schedule is attributable to the contractor, LD shall be levied @ 0.5 % of the contract price, per complete week (or part thereof) of delay, up to a maximum of 5% of the total contract price. However, the LD will not be deducted from the progress payment and will be recovered from the amount due against Taking over & Final Acceptance.

Recovery of LD wherever due shall be made only after issuing GST invoice in the name of the contractor with levy of GST @ 18% on account of LD to be recovered. Hence, recovery of LD will always be accompanied with further recovery of GST @ 18% on such LD amount. However, realisation of GST on recovery of LD shall normally be available for input tax credit benefits in the hands of contractor who is registered under GST.

XV. Levy of any penalty and other recoveries for fall in guaranteed performance or in quality, etc. In line with above clause (b) for LD, levy of any penalty and other recoveries under (c) must be accompanied by raising of GST invoice in same manner as in clause (b) above.

XVI. Mandatory disclosure of valid HSN / SAC Code on Tax Invoice or e-Invoice under GST laws With effect from 1st April 2021 Tax Invoice or e-invoice of bidder/ contractor/supplier must have valid HSN or SAC code as applicable for subject Goods or services which is /are required to be supplied under subject tender enquiry (Open/Limited/Single/Rate Contract) failing which no payment shall be released. In this regard notification of Central Board of Indirect Taxes and Customs No. 78/2020 – Central Tax New Delhi, dated the 15th October, 2020 issued under Central Goods and Services Tax Rules, 2017 may be referred to”.

14.2 TDS (Tax Deducted at Source) under GST laws:

1.1 TDS under GST laws is to be deducted by the purchaser (SAIL, RMD) at the specified rate under the GST Laws as applicable on each and every payment to be made under the contract when the contract value (excluding any taxes including GST) exceeds Rs.2.50 lakh under both the situation of inter-state and intra-state supplies of goods and / or services under the subject contract.

1.2 Where the supplier of goods and / or services under the subject contract is a Public Sector Undertaking of the Central Government or State Government; or a local authority or a Governmental agency and any Liquidate Damages(LD), Penalty, if any, for shortfall in performance or in quality/workmanship, charges for supply of any goods and/or services by the purchaser, etc. is due for recovery under the subject contract, recovery of such LD, etc. shall be 2% less although GST will be levied on full amount due. For example if LD of Rs.2,00,000/- lakh is due with 18% GST, then Rs.1,96,000/- plus Rs.36,000/- totalling to Rs.2,32,000/- is to be recovered by DAV BNP and such Supplier/Contractor shall be advised for deposit with the Concerned authority within due date of Rs.4,000/- as their TDS recovery from DAV BNP in the month in which LD is recovered by DAV BNP with further advise to the Supplier/Contractor for their issuance of TDS certificate for Rs.4,000/- in favour of DAV BNP within statutory time limit in this regard.

1.3 Where the Supplier/ Contractor is a party other than those specified in para 1.2 above, no TDS on LD recovery shall be due.

1.4 Any further requirement for compliance as arisen under GST laws in this regard during the currency of the subject contract shall also be applicable for the subject contract.

- Section 16 of CGST Act, 2017 lays down the eligibility criteria and conditions for availing input tax with respect to supply of goods and services. The relevant extracts of the same is provided hereunder :

“(1) Every registered person shall, subject to such **conditions and restrictions as may be prescribed and in the manner specified in section 49**, be entitled to take credit of input tax charged on any supply of goods or services or both to him which are used or intended to be used in the course or furtherance of his business and the said amount shall be credited to the electronic credit ledger of such person.

(2) Notwithstanding anything contained in this section, no registered person shall be entitled to the credit of any input tax in respect of any supply of goods or services or both to him unless-

(a) **he is in possession of a tax invoice or debit note issued by a supplier registered under this Act, or such other taxpaying documents as may be prescribed;”**

- Rule 46 of CGST Rules, 2017 provides the list of particulars that a document should bear in order to qualify as “Tax Invoice” as referred in Section 16 above. Further, Rule 48 of CGST Rules, 2017 provides the manner of issuance of such a tax invoice.

- CBIC vide Notification No. 68/2019 dated 13 December 2019 inserted the following provisions in Rule 48 which specifies the manner for issuance of tax invoice:

(3) The invoice shall be prepared by such class of registered persons as may be notified by the Government, on the recommendations of the Council, **by including such particulars contained in FORM GST INV-01 after obtaining an Invoice Reference Number by uploading information contained therein on the Common Goods and Services Tax Electronic Portal** in such manner and subject to such conditions and restrictions as may be specified in the notification.

(4) **Every invoice issued by a person to whom sub-rule (4) applies in any manner other than the manner specified in the said sub-rule shall not be treated as an invoice.**

(5) **The provisions of sub-rules (1) and (2) shall not apply to an invoice prepared in the manner specified in sub-rule (4).”**

- Also, Central Government *vide* Notification No. 61/2020 dated 30 July 2020 has introduced E-invoicing as the manner for generation of invoice for taxpayer whose aggregate turnover in a financial year exceeds INR 500 Crore.
- Further, Rule 49 provides the list of details that a supplier should mention for issuance of Bill of Supply in case of supply of exempted goods and services. In this regard, CBIC has also introduced QR Code as an additional field under Rule 46 and under Rule 49 for tax invoice and bill of supply respectively. The relevant extract of new provision reads as under:

“Provided also that the Government may, by notification, on the recommendations of the Council, and subject to such conditions and restrictions as mentioned therein, specify that the tax invoice shall have Quick Response (QR) code.”

- In case e-Invoicing is applicable to the contractor at any time during the currency of the contract/purchase order, the Contractor shall be bound to submit GST Law compliant e-Invoice having a valid IRN (Invoice Registration Number) and QR code on such e-Invoice to be issued from 1st October 2020 onwards. Failing to issue/submit such e-Invoice where ever due shall lead to stoppage of payment under the contract (refers Declaration submitted by the successful Tenderer as per Annexure-A along with his offer while participated in subject tender as Bidder).”

Note: Recovery of Liquidated Damages (LD) wherever due as per preceding clauses shall be made only after issuing GST invoice by Gua Ore Mines in the name of the contractor with Levy of GST @18% on the amount of LD to be recovered. Hence recovery of LD will always be accompanied with further recovery of GST @18% on such LD amount. However realisation of GST on recovery of LD shall normally be available for input tax credit benefits in the hands of Contractor who is registered under GST.

15. **Default :** The performance of contractor will be considered unsatisfactory if:

16.1 The contractor does not attend the work as per Contract in full or part in time without any valid reason

16.2 The contractor does not carry out the instruction of the Engineer.

16.3 The contractor is found consistently irregular in reporting to the concerned Supervisor / Engineer for carrying out the day-to-day business

16.4 The contractor does not follow the terms and conditions as per Agreement.

16.5 The contractor executes any defective/poor quality work.

16.6 The contractor does not supply the materials/ equipment as per specification and does not respond to the instruction/ information of department/legal authority in time.

16.7 The contractor does not maintain discipline in work place.

16. Action against Poor Performance:

If, at any time the performance of the contractor shall be so poor as to make it probable in the judgement of the company that the contractor will fail to keep up the target at some period during execution of the contract, or if the contractor fails or neglects to observe, perform or comply with any of the terms, conditions and stipulations contained in the tender documents and the Agreement, the company shall have full power to adopt any of the following courses, as deemed fit, notwithstanding that any previous default on the part of the contractor has been waived or overlooked:-

17.1 To rescind the contract (of which rescission notice in writing to the contractor under the hand of the Principal, DAV Centenary Public School (SAIL), Bhawanathpur Township, Distt.: Grahwa, Jharkhand-822129, shall be conclusive evidence) and in which case the security deposit of the contractor shall stand forfeited and be absolutely at the disposal of DAV BNP.

17.2 To measure up the work of the contractor, and to take such part thereof, as shall be unexecuted, out of his hands and to give it to another contractor/Agency to complete, in which case any expenses which may be incurred in excess of the sum which would have been paid to the original contractor if the whole work had been executed by him (of the amount of which excess the certificate in writing of Engineer, DAV BNP, shall be final and conclusive) shall be borne and paid by the original contractor and may be deducted from any money due to him by DAV BNP under the contract or otherwise, or from his Security Deposit or otherwise.

17. Statutory and other obligations on the part of the contractor :

18.1 The Contractor has to ensure working in environment friendly manner & provide necessary safety appliance to the workers depending upon the type of work free of cost. In case the contractor fails to provide these protective equipments as per statutes, Employer may supply these protective equipment as per statutes to the workers of the contractor and cost of these equipment as fixed by the Employer will be recovered from the contractor.

18.2 The contractor has to maintain sanitary and hygienic condition of work site, labour camps and other statutory buildings at his own cost.

18.3 If applicable, the contractor has to get his/their firm registered under the Contract Labour (Regulation and Abolition) Act, 1970 and Contract Labour (Central) Rules, 1971 before start of work, and submit the labour licence within the time stipulated in the Work Order.

18.4 During the period of contract, if any government dues or other dues under whatsoever Act / Attachment / Notice related to the contractor may be received by DAV BNP, the same shall be realized from the contractors.

18.5 The contractor shall carry out such instructions of the company relating to the provisions of various Acts, applicable as may be issued to him from time to time.

18.6 The number of workers employed shall not increase at any time from the numbers of workers indicated in the certificate contained under the contract Labour (R&A) Act.

18.7 The Contractor shall make his own arrangement to provide all materials and services and labour of every description and all tools, tackles, plant, storage and transport necessary for the proper execution and completion of the work to the satisfaction of the Engineer.

18.8 The contractor has to submit true copy of the weekly/monthly labour payments made by him/them to the office of the school immediately after such payments are made. All weekly payments are to be made to the workers on the last working days of the week.

18.9 All persons employed by the contractor are to be exclusively under his direct employment and the rule of master and servant will apply as between the contractor and his employees. In addition, the contractor shall directly be responsible for statutory obligation of any or all kind passed from time to time under the Law.

19 Executing/Operating Authority:

The Principal, DAV Centenary Public School (SAIL), Bhawanathpur Township, Distt.: Grahwa, Jharkhand-822129. for certifying the execution of the jobs as per contract terms & conditions and designated as Engineer for the job.

20 Inspecting Authority:

The Principal, DAV Centenary Public School (SAIL), Bhawanathpur Township, Distt.: Grahwa, Jharkhand-822129. will be the Inspecting Authority for this contract.

21 Return of Caution Money (CM):

21.1 In the event the tender of any party is rejected during the course of Techno- Commercial Scrutiny and Evaluation, the Caution Money should be returned to such tenderer within seven days from the date of rejection of its offer.

21.2 In cases where number of sources are pre-decided in NIT as Single Source, the Caution Money provided by the tenderers along with the tenders should be returned to the unsuccessful tenderers within fifteen (15) days from determination of L-1 tenderer.

21.3 In cases where number of sources are pre-decided in NIT as Multiple Sources, the Caution Money provided by the tenderers along with the tenders should be returned to the unsuccessful tenderers within fifteen (15) days from the date of issue of LOA or Purchase Order, where LOA is not required to be issued.

21.4 If Caution Money is not adjusted against Performance Guarantee / Security Deposit as per terms & conditions of the tender, the Caution Money of the successful bidder shall be returned within 15 (fifteen) days of submission of Performance Guarantee / Security Deposit as per contractual terms or 30 (thirty) days of successful completion of contract, whichever occurs earlier.

22 The contractor is to ensure that unskilled/skilled workers should always be available on full time basis at the site or work DAV BNP for attending the work.

23 Escalation:

(a) The contract rate shall remain firm and fixed during the period of contract and no escalation on any ground shall be allowed except for payment/recovery that may be made on account of increase/decrease in the applicable rate of minimum wages. The base Minimum Wages (Basic + VDA) for the purpose of payment / recovery , as mentioned above, will be as under :

(b) S. No.	Category of Labour	Minimum Wages (Basic + VDA)
1.	Unskilled	Rs.288.00

(c) For any increase or decrease in the applicable rate of minimum wages for respective category of the workmen, an amount as calculated below on monthly basis will be paid to the contractor or recovered from him -

Amount for payment or recovery on account increase /decrease in the applicable rate of min. wages for respective category of workmen = [Labour Rate Revised for respective category - Labour Rate as on Base Date for respective category] x Total no. of mandays worked. Base date will be the date of tender.

No amount will be payable if the same takes place during the extended period of contract and the reason for time extension is not attributable to DAV BNP.

De-escalation in amount towards PF if any shall have to be passed on to DAV BNP.

- (d) For any increase or decrease in the applicable rate of minimum wages, the corresponding amount towards PF liability of the contractors will be paid / recovered as under :-

Amount for payment or recovery towards PF liability = $0.1361 \times [\text{Labour Rate Revised for respective category} - \text{Labour Rate as on Base Date for respective category}] \times \text{Total no. of mandays worked}$. Base date will be the date of tender.

No amount will be payable if the same takes place during the extended period of contract and the reason for time extension is not attributable to DAV BNP.

De-escalation in amount towards PF if any shall have to be passed on to DAV BNP

- (e) For any increase or decrease in the applicable rate of minimum wages for respective category of the workmen, payment/recovery towards fringe benefits will be made as fixed percentage mentioned in Clause 24 of the increase or decrease in the applicable rate of minimum wages during the contract period. No payment will be payable towards fringe benefits on account of any increase in the applicable rate of minimum wages if the same takes place during the extended period of contract. However, if any decrease in the applicable rate of minimum wages takes place during the extended period of contract, the benefit shall have to be passed on to DAV BNP.

- 24 **Insurance**: - The contractor will ensure the workman proposed to be engaged by it on the work against all kind of accident under workmen's compensation act and certificate of insurance / premium to be submitted for reimbursement of the same.

25 **Foreclosure of Contract**

The contract can be foreclosed by the Employer by giving 15 days prior notice without assigning any reason whatsoever. No claim for any loss or damage incurred by the Contractor due to such foreclosure of contract shall be entertained.

26 **Amendment**

The contract shall not be amended except through an amendment which shall be on stamp paper of requisite value and signed by the representatives of both the parties authorised to sign the amendment with the approval of Competent Authority.
