



**Additional Conditions, Special Conditions, General Conditions and
Tender drawings if any**

APPENDIX - II

NIT No: LSL/EM/SAM/2025-26/817

Tender for Execution of **Providing chain link fencing from 'Y'
junction to HM steps and from HM steps to ABC building**
at THE LAWRENCE SCHOOL, LOVEDALE, NILGIRIS

Signature of the Tenderer

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ADDITIONAL CONDITION OF THE CONTRACT

A. SUBMISSION OF Tender:

- i. The Tender should be submitted as mentioned in the appropriate manner by **24.12.2025 03:00 PM.**
- ii. The tenderer shall drop the Tender in a sealed cover duly signed on each page of tender in the Box kept at the Main Gate of the School. Outstation tenderers may send the hard copy of the tender through courier. It may be ensured that the tenders reach the school before the due date.
- iii. The Tender received after the stipulated date and time will not be accepted.
- iv. The cover shall have the inscription of the title of the work (i.e.) **Tender for Providing chain link fencing from 'Y' junction to HM steps and from HM steps to ABC building**
- v. Incomplete filled in Tender forms and unsigned Terms & Conditions will be rejected.
- vi. Tender forms with any pre-conditions or additional conditions other than the conditions prescribed and submitted by the applicant will summarily be rejected at the time of opening of Tenders.
- vii. The interested parties may inspect the premises before submitting the Tender document.
- viii. The tenderer should closely peruse all the specifications clauses, which govern the rates for which he is tendering.
- ix. A schedule of quantities accompanies this tender document in Appendix III (Price Bid). It shall be understood that the school does not accept any responsibility for the correctness of the quantities in the schedule and that this schedule of quantities is liable to alterations, omissions, deductions, additions at the discretion of The Headmaster, The Lawrence school, Lovedale, Nilgiris.
- x. The Rates quoted should include Duties/ Taxes/ Levies/ GST / Transportation Charges/ Octroi/ any other taxes, if any, etc., including loading and unloading.

B. Opening of Tender:

- i. Tenders will be opened by the committee formed by the school and not in presence of the bidders. In case of poor response, the School reserves rights to extend the last date for submission of tender forms.
- ii. The decision to accept or reject any or all Tenders without assigning any reason thereof and also not bound to accept the lowest tender, whatsoever and if considered necessary, to award the contract to more than one contractor, will rest with the Headmaster, The Lawrence School, Lovedale.
- iii. Tenders submitted without fulfilling the prescribed conditions / incomplete in any respect are liable to be rejected.

C. Allotment of Contract:

As per the recommendations of the committee, the work order will be awarded within 7 days from the date of issue of Letter of Intent (LOI) to the successful applicant after discussing the item rates quoted by the applicant for which he/she emerged as successful bidder.

D. Termination of Contract:

- i. The School is at liberty to terminate the Contract with one-month notice, without assigning any reasons.
- ii. The Headmaster, The Lawrence School, Lovedale, shall have the right to terminate the contract, by giving 30 days' notice, if in his opinion the quality of services offered is not up to the standard/satisfactory.
- iii. In case The Lawrence School, Lovedale, suspects or finds any supply/contractual work is entrusted to any sub-contractor on piecemeal basis or on regular terms, the Headmaster, The Lawrence School, Lovedale, reserves the right to terminate the contract without assigning any reasons.
- iv. If even after award of contract, the information/facts submitted by the contractor/applicant are found misleading/incorrect/false etc., the Headmaster of The Lawrence School, Lovedale, reserves the right to terminate the contract.
- v. If dispute or difference of any kind arises between The Lawrence School, Lovedale and the Contractor in connection with or relating to the Contract, the parties shall make every effort to resolve the same amicably by mutual consultations.
- vi. All claims and any type of disputes, that may arise before, during the execution of work or in the matter of interpretation of various clauses of documents or execution of works shall be settled across the table by the parties. Failing such a settlement, the matter will be adjudicated upon by a sole arbitrator to be appointed by the Headmaster or his successors and the same shall be dealt in accordance with the provisions of the Arbitration and Conciliation Act 1996 and or any statutory modification thereof for the time being in force. The award of the Arbitrator shall be binding on the parties.
- vii. Venue of Arbitration: The venue of arbitration shall be the place from where the Contract has been issued, in this case The Lawrence School, Lovedale.
- viii. The Court of Judicature at Nilgiris will have the exclusive jurisdiction to try the disputes.
- ix. The Contract shall be governed by and interpreted in accordance with laws of India for the time being in force.

TERMS AND CONDITIONS OF CONTRACT

- i. The tenderer should closely pursue all the specifications given in this tender document, which govern the model & make of the material for which he is tendering.
- ii. The tenderer should quote their tender rates both in words and figures clearly in the tender form only.
- iii. The successful tenderer will ensure compliance of all the relevant provisions of the Laws/terms of contract. The Contractor will be held wholly responsible for any action taken by statutory bodies for violation/non-compliance of any such provision/rule.
- iv. The contractor is responsible for any collateral damages done to the existing property of the School during the course of the work and the same should be rectified at his own risk and cost.
- v. The contractor is liable for the safety of School assets/fixtures and scrap removed from the site, which has to be handed over to the Engineer In-Charge
- vi. Any debris generated out of the work is to be disposed off on regular basis by the contractor.
- vii. Permission to operate JCB is Compulsory and necessary permission to operate JCB/other earth moving equipment's to be obtained from Government authorities is under the scope of the contractor.
- viii. Any liasoning required from local bodies to execute this work is under the scope of the vendor.
- ix. The contract period will be as per the mutual terms, commencing from the date mentioned in the work order.
- x. The date of commencement of this project will be the date on which the site (Premises) is handed over to the contractor. The time fixed for completion of the entire work shall be according to the work order.
- xi. The transportation, loading-unloading & other charges will be inclusive in rates quoted by contractor/applicant.
- xii. No accommodation will be provided within the school campus during the progress of the work.
- xiii. The successful tenderer is liable to furnish interest free Security Deposit in the form of Account Payee Demand Draft from a Commercial Bank drawn in favor of "The Headmaster, The Lawrence School, Lovedale". This has to be given within specified time frame mentioned in the Letter of Intent (LOI). Only then work order shall be released.
- xiv. **Work order will be executed on receipt of security deposit.**

- xv. In case of any dispute between the successful tenderer and its employee, The Lawrence School, Lovedale will have no responsibility and shall not be responsible for any compensation in any form to such employment to any of such employees during or after the expiry of the work order.
- xvi. The successful tenderer shall not do anything inside or outside the premises, which may create nuisance or any cause of inconvenience to the students, working staffs or to the visitors visiting the premises.
- xvii. These are only proposed draft, terms & conditions and can be modified/changed or added at the time of finalization of the work order.
- xviii. If the contractor is a partnership of two or more persons all such persons shall be jointly and severally liable to the School for the fulfillment of the terms of contract.
- xix. While working at site, some restrictions may be imposed by Engineer-in-Charge/ Security staff of The Lawrence School, Lovedale or Local Authorities regarding safety and security etc., the contractor shall be bound to follow all such restrictions / instructions and nothing extra shall be payable on this account.
- xx. No compensation shall be payable to the contractor for any damage caused by rains lightening, wind, storm, floods, Tornado, earthquakes or other natural calamities during the execution of work. He shall make good all such damages at his own cost; and no claim on this account will be entertained.
- xxi. No labour hutment shall be allowed in the premises. All laborers should leave the site after every day's work. The security & watch ward of site, contractor materials/work etc. shall be at his cost only.
- xxii. As per Child labour (Prohibition & Regulation) Act, 1986 – Contractor should not engage any child labour inside the School Premises.
- xxiii. The work has to be executed in accordance with the specification mentioned in the BOQ and in case of any discrepancy the specifications with latest amendments if any, shall be followed. The decision of the Engineer-In-Charge in this regard shall be final and binding upon the contractor.
- xxiv. All the civil works, if required, like fixing of load hooks, making chases in the wall, drilling of holes, fixing of doors and finishing of jambs, providing scaffolding for carrying out complete works shall be arranged by the contractor and making good the same. Nothing extra on theses account shall be considered or paid.
- xxv. The contractor shall be fully responsible for any injury or damage caused to the workmen/equipment deployed by him at site for carrying out the work and The Lawrence School, Lovedale has nothing to do with such happenings and in no way shall be held responsible for the same.
- xxvi. All communication should be addressed to The Headmaster, The Lawrence School, Lovedale.

SPECIAL CONDITIONS OF TENDER

The Contractor is required to give confirmation of their acceptance of Special Conditions of the Tender mentioned below which will automatically be considered as part of the Contract concluded with the successful Contractor as selected by the School. Failure to do so may result in rejection of Tender submitted by the Contractor.

- i. **Security Deposit:** - The successful tenderer has to deposit **3%** of the contact value as Security Deposit. The tenderer may remit the Security Deposit through Demand Draft or through online bank transfer in favour of The Headmaster, The Lawrence School, Lovedale. The details of bank details are given below for online transfer. This security deposit will be released after successful completion of the work along with the final bill.

Customer name: The Headmaster, THE LAWRENCE SCHOOL, LOVEDALE

Customer SBI Bank a/c number: SB A/C 10920587087

Bank Name: State Bank of India

Branch Name: Lovedale

Bank Street Address: THE LAWRENCE SCHOOL CAMPUS, LOVEDALE

Branch Code: 3162

IFSC CODE: SBIN0003162

- ii. **Payment terms:** - As per mutually agreed terms during awarding the contract.
- iii. **Advance Payments:** - No advance payments will be made.
- iv. **Water & Electricity:** - The school does not provide water and electricity required for the work free of cost.
- a. However, water may be provided by the School upon payment of Rs. 3.75/- for every Rs. 1000/- of bill amount.
- b. However, electricity may be provided by the school upon payment of 0.5% of the work done value.
- v. **Statutory deduction:** - Statutory deductions will be made at source from the contractor's bills.
- vi. **Statutory compliance:** - On production of labour license, PF, ESI payment documents the recovery towards PF, ESI etc. shall not be recovered from their bills.
- vii. **Defect Liability:** - The defect liability period will be **one year** from the date of clearance of the final bill. A sum equal to 10% of the value of the work shall be deducted and retained by the school and refunded after completion of the defect liability period.
- viii. **Risk & Expense clause:** - In case if the quality of the material used is not as per specification (or) not of standard quality (or) poor workmanship, 2% of gross bill amount will be deducted as penalty or as decided by The Headmaster, The Lawrence School, Lovedale. Repeated fault may result in forfeiture of part or whole of Security Deposit and even termination of the contract.

- ix. **Liquidated Damages:** - 2% of the accepted contract value per week of delay or part thereof subject to a maximum of 10% of the accepted contract value.

INSTRUCTIONS TO TENDERERS

GENERAL

Tenderers are advised to acquaint themselves fully with the description of work, scope of services, time schedule and terms and conditions including all the provisions of the tender document before framing up their tender.

SITE PARTICULARS

Tenderers are advised to inspect and examine the site and its surroundings and satisfy themselves before submitting their tenders as to nature of work, site conditions, means of access to the site etc.

Non - familiarity with the site conditions will not be considered a reason either for extra claims or for not carrying out the work in strict conformity with the specifications. For site visit and any clarification/information/assistance, the intending tenderers may contact The Estate Manger, The Lawrence School, Lovedale during working days between 10 am to 5 pm.

ABNORMAL RATES

The tenderer is expected to quote rate for each item after careful analysis of costs involved for the performance of the complete item considering technical specifications and conditions of contract. This will avoid a loss or gain in case of curtailment or change of specifications for any item. If, it is noticed that the unit rates quoted by the Tenderer for any item is unusually high or low, it will be sufficient cause for rejection of the tender unless School representatives are convinced about the reasonableness of the unit rates on scrutiny of the analysis for such unit rate to be furnished by the tenderer on demand. Notwithstanding anything stated therein, the rates once accepted by School representatives shall be final and shall not be subject to any change either on account of un- workability of unit rates or on any other ground whatsoever.

DEVIATIONS TO TENDER CLAUSES

Tenderers are advised to submit the tender strictly based on the terms and conditions and specifications contained in the Tender Documents and not to stipulate any deviations. Conditional tenders are liable to be rejected.

VALIDITY OF OFFER

Tender submitted by tenderers shall remain valid for acceptance for a minimum period of 90 days from the date of opening of the tenders. The tenderers shall not be entitled during the said period of 90 days, to revoke or cancel their Tender or to vary the Tender given or any term thereof, without the consent in writing from The Lawrence School, Lovedale.

CORRECTIONS

No corrections or overwriting will be entertained in schedule of rates by using correcting fluid. All corrections in the schedule of rate should be initialed.

FIRM RATES

- a) The rates quoted by bidder shall remain firm till completion of all works even during the extended period if any, on any account whatsoever. It may be noted that no deviation on this account will be acceptable and offer not containing firm price shall not be considered.
- b) In the event that no rate has been quoted for any item(s) in the schedule of quantities enclosed with the tender document, leaving the space so provided and the corresponding amount blank, it will be presumed that the tenderer has included the cost of this/these item(s) in other items and rate for such item(s) will be considered as zero and work will be required to be executed accordingly.
- c) If it is observed at any stage that the tenderer has modified/ altered any of the contents/ matter of the tender document then his tender shall be rejected. In such event, The Lawrence School, Lovedale shall be free to take appropriate legal action against the said tenderer.
- d) It will be obligatory on the part of the tenderer to sign the tender documents for all the components and parts.
