

REFER TO ADVERTISEMENT IN
DAILY EXCELSIOR AND STATE TIMES
DATED 18 JUNE 2023

ARMY PUBLIC SCHOOL RATNUCHAK
PO GANGYAL, JAMMU-180010

E-mail id: armyschoolratnuchak0@gmail.com tele No.: 0191-2484690, 9796020452 Website:
<https://apsratnuchak.com/>

REQUEST FOR PROPOSAL (RFP) : INVITATION FOR BIDS FOR REPAIR AND
RENOVATION OF 18 X CLASS ROOMS WITH CORRIDORS, STAIRS,
WASHROOMS, DISTEMPERING AND PAINTING OF MIDDLE WING OF ARMY
PUBLIC SCHOOL RATNUCHAK

Particulars of the Buyer issuing the RFP : Army Public School Ratnuchak

Request for Proposal (RFP) No: APS/53/Wks dated 18 Jun 2023

TENDER DOCUMENT

1. APS Ratnuchak invites sealed technical and financial bids from experienced vendors/firms for Repair/Renovation of Middle Wing of Army Public School Ratnuchak.
2. Interested vendors/firms are requested to forward their technical and financial bids in separate envelopes duly sealed and marked as bids for Repair/Renovation of Middle Wing of Army Public School Ratnuchak.
3. Technical and Financial bids will be given for item/items exactly as per the nomenclature used by the Army Public School Ratnuchak.
4. Items to be supplied will comply with the specifications.
5. Technical and Financial bids will be on the firm's printed letter head bearing the firm's GST No.
6. All pages of the Technical and Financial bids will be signed by the authorised signatory of the firm and will be affixed with the firm's official seal.
7. Prices will be inclusive of GST.
8. Technical and financial bids duly sealed, will be dropped in a sealed box placed at APS Ratnuchak before 1400 hrs on 03 July 2023. No Technical and Financial bids will be accepted thereafter.
9. Date and time of opening of financial and technical bids by the purchasing committee will be uploaded on the school web site quoted above and also intimated on tele. Vendor/firm representative may be present for the opening of the Technical and Financial bids.
10. Clarifications regarding the financial/technical bids may be sought on Tele No. 0191-2484690/ 9796020452 prior to the due date and time.
11. Board of Officers/Purchasing Committee reserves the right to reject any technical and financial bids.
12. Submission of tender will imply the acceptance by the vendor of the terms and conditions given in this tender document.
13. **Acceptance of Items.** Items supplied will be accepted on verification of quantity.
14. **Payment Terms.** Payment will be made on certification of successful completion.



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18 X CLASS ROOMS WITH CORRIDOORS, STAIRS, WASHROOMS, DISTEMPERING AND
PAINTING OF MIDDLE WING OF ARMY PUBLIC SCHOOL RATNUCHAK

Particulars of the Buyer issuing the RFP : Army Public School Ratnuchak

Request for Proposal (RFP) No :APSR/53/Wks dt 18 Jun 20232023

1. Bids in sealed cover are invited for repair and renovation of school building vide technical specifications as mentioned in PART -II of this RFP.
2. The address and contact numbers for sending Bids or seeking clarifications regarding this RFP are given below :-

- (a) Bids/queries to be addressed to : Army Public School,Ratnuchak ,
: PO :Gangyal, Distt: Jammu,
PIN :180010
- (b) Postal address for sending the Bids : Army Public School,Ratnuchak,
PO: Gangyal, Distt : Jammu, PIN :180010
- (c) Name/Designation of the contact personnel : Vice Principal, Army Public School
Ratnuchak
- (d) Telephone No : 0191-2484690
- (e) E-mail IDs of the contact personnel : apsratnuchak@awesindia.edu.in

3. This RFP is divided into six parts as follows: -

- (a) **Part -I.** Contains general information and instruction for the bidder about the RFP such as the time, place of submission and opening of tenders, validity periods of the tenders, etc.
- (b) **Part II.** Contains essential details of the Items/services required.
- (c) **Part III.** Contain standard conditions of RFP which will form part of the contract with the successful bidders.
- (d) **Part IV.** Contains Special conditions applicable to this RFP and which will also form part of this contract with successful bidders.
- (e) **Part V.** Contains Evaluation Criteria and format of price Bids.
- (f) **Part VI.** Contains Vendor's verification format.



4. This RFP is being issued with no commitment and the vendee reserves the right to change or vary any part thereof at any stage. Vendee also reserves the right to withdraw the RFP, should it become necessary at any stage.
5. Please note that the quotation must indicate unconditional acceptance of all terms and conditions of this request for proposal (RFP) failing which it is liable to be rejected. You may however, indicate desired terms and conditions that may be accepted or rejected on the sole discretion of the buyer. Certificate for unconditional acceptance must be put in the qualifying bids.

PART I - GENERAL INFORMATION

1. **Eligibility Criteria for Vendors.** Vendor fulfilling the following criteria are eligible to submit the tender:-
- (a) Registration of Firm/Agency/Company.
 - (b) Attested copy of PAN and GST Registration.
 - (c) **Proof of similar works already undertaken.** The Vendor should have three years experience of having executed construction contracts of similar nature and copies of contracts along with proof of receipt of payment should be submitted along with the bid.
2. **Last date and time for depositing the Bids.** At 1100 hrs on **03 July 2023**. The sealed Bids (both technical and financial) should reach /deposited by due date and time. The responsibility to ensure this lies with the bidder.
3. **Manner of depositing the bids.** Sealed bids should be either dropped in the tender box earmarked for the purpose at Army Public School Ratnuchak or by registered post at the address given above so as to reach by the due date and time. Late bid will not be considered. No responsibility will be taken for postal delay or non-receipt of bid documents. **Successful bidders in technical bid will be screened for the financial bid.**
- (a) **Cover - I.** The photocopies of following documents will be enclosed in "Cover - I" prior to bid submission closing:-
 - (i) Copy of GST Registration certificate and PAN card (Self attested).
 - (ii) Copy of Bank details (Self attested).
 - (iii) Copy of Tender conditions acceptance letter from the bidder.
 - (iv) Experience certificate of successfully undertaking repair/ constr (v) related contracts of three years. (Self attested).
 - (v) Copy of Aadhar Card (Self attested).
 - (b) **Cover - II.** Commercial bid in the form of "BOQ" (Bill of Quantities) which will be submitted as financial bid.
4. **Time and date for opening of Technical Bids.** 05 Jul 2023 2023 (1200 hrs). If due to any exigency, the due date for opening of the Bids is Declared a closed holiday, the Bids will be opened on the next Working day at the same time or on any other day/time, as Intimated by the Buyer.
5. **Location of tender box.** Army Public School Ratnuchak, Jammu.



6. **Place of opening Bids:** Army Public School Ratnuchak, Jammu. The bidders can send their representatives, duly authorise in writing to attend the opening of the bids on due dates and time. This event will not be postponed due to non-presence of any representatives.
7. **Two - bid system.** Incase of two bid system only technical Bids would be opened on the time and date mentioned above. Date of opening of the financial bids will be intimated after acceptance of technical bids. Financial Bids of only those bidders will be opened if their technical bids seems suitable.
8. **Forwarding of Bids.** Bids should be forwarded by the bidders under their original memo/letter pads inter -alia furnishing details like TIN number/VAT/CST/GST number, bank address with NEFT Account details, etc. and complete postal and email address of their office.
- (a) **Cover -1.** The qualifying bid documents will be photocopies and submitted. The documents should be signed by the owner of the firms or any person authorized by him to do so. No documents will be accepted unless it is signed in manner as mentioned.
- (b) **Cover - II.** The commercial (BOQ) should be submitted by the bidder duly signed by the legal owner of the firm or the person authorized by him to do so.
9. **Clarification regarding contents of RFP.** A prospective bidder who requires clarification regarding the content of the bidding documents shall notify to the vendee in writing about the clarification sought prior to the date of the opening of the bids.
10. **Modification and Withdrawal of Bids.** A bidder may modify or withdraw his bid after submission provided that the notice of modification or withdrawal is received by the buyer prior to the deadline prescribed for the submission of bids. A withdrawal notice may be sent by email but it should be followed by a signed confirmation copy which should reach the purchaser not later than the deadline for submission for the bids. No bid may be withdrawn in the interval between the deadline for submission of bids and expiration of the period of bid validity specified. Withdrawal of a bid during this period will result in Bidder's forfeiture of bid security.
11. **Clarification regarding contents of the Bids.** During evaluation and comparison of the bids the buyer may at his discretion ask the bidder for clarification of his bids. The request for the clarification will be given in writing and no change in prices or substances of the bids will be sought, offered or permitted. No post-bid clarification on the initiative of the bidder will be entertained.
12. **Rejection of Bids.** Canvassing by the bidder in any form, unsolicited letter and post tender correction may invoke summary rejection with forfeiture of EMD. Conditional tender/bids will be rejected.
13. **Unwillingness to quote.** Bidder unwilling to quote should ensure that intimation to this effect reaches before the due date and time of opening of the Bids, failing which the defaulting bidder may be delisted for the given range of items as mentioned in this RFP.
14. **Validity of Bids.** The bids should remain valid till **120 days** from the last date of submission of the bids.
15. **Earnest Money Deposit.** Bidders are required to submit Earnest Money Deposit for the amount of **40000/-** (Rupees forty thousand only) along with their bids. The EMD may be submitted in the form of account payee, Demand draft, Fixed deposit receipt or bankers' cheque or bankers Guarantee from any of the public sector bank authorized to do government business as per DPM-16. The EMD will be forfeited if the bidder withdraw or amend impairs or derogates from the tender in any respect within the validity period of their tender.
16. **Cost of Tender.** Tender Enquiry can be downloaded from website of school free of cost.



17. Following will be adhered to by the vendors while submitting e-tender online:-

- (a) **Bid Submission.** Bids will be submitted by bidders offline. No conditional bid shall be allowed/accepted.
- (b) Bidders will attach scanned copies of various documents required for eligibility and all other documents as specified in RFP.
- (c) To enable system generated commercial and price comparative statements, such statements should be submitted in excel formats.
- (d) The bidder will give an undertaking that if the information /declaration/scanned documents furnished in respect of eligibility criteria are found to be wrong or misleading at any stage, they will be liable to punitive action.

PART-II - ESSENTIAL DETAILS OF THE SERVICE/ITEMS REQUIRED

Schedule of Requirements.

1. The school building to be repaired in the form of construction of infrastructure, fixtures and fitting of the items as detailed below.
2. Dismantling of the existing floors of the classrooms, verandah, stair cases and toilets.
3. Providing and fixing of vitrified floor tiles in classrooms, verandah, toilet and stair cases with water absorption less than 0.08% laid over 20mm thick cement mortar of Mix 1:4(1 cement: 6 sand).
 - (a) Tile size 600 X600 mm.
4. Removal of dry or oil bound distemper, water proofing cement paints and like by scrapping and sand papering and preparing the surface smooth including necessary repairs to scratches etc. complete job including windows and grills.
 - (a) Distemping with dry distemper of approved brand and manufacture (one or more coats) and of required shade on old work to give an even shade.
 - (b) Painting with synthetic enamel paint of approved brand and manufacture of required colour to give an even shade, one or more coats on old work.
5. Providing and fixing white vitreous China pedestal type water closet (European type W.C. pan and Indian type) with seat and lid, 10-liter low level white P.V.C. flushing cistern, including flush pipe with manually controlled device (handle lever), conforming to IS: 7231, with all fittings and fixtures complete, including cutting and making good the walls and floors wherever required: W.C. pan/Indian types with ISI marked white solid plastic seat and lid.
 - (a) Providing and fixing white vitreous China pedestal for wash basin completely recessed at the back for the reception of pipes and fittings.
 - (b) Providing and fixing G.I. inlet connection for flush pipe connecting with W.C. pan/Indian types.
 - (c) Providing and fixing P.V.C. waste pipe for sink or wash basin including P.V.C waste fittings complete: Semi rigid pipe.



(d) Providing and fixing P.V.C. waste pipe for sink or wash basin including P.V.C waste fittings complete: Semi rigid pipe

(i) 32 mm dia.

(ii) 40 mm dia.

6. Providing and fixing G.I. pipes complete with G.I. fittings and clamps, including cutting and making good the walls etc.: Internal Work-Exposed on wall.

(a) 15 mm dia. nominal bore.

(b) 20 mm dia. Nominal bore.

7. Providing and fixing white vitreous China flat back or wall corner type lipped front urinal basin of 430x260x350 mm and 340x410x265mm sizes respectively.

8. Providing and fixing 15 mm nominal bore C.P. brass bib cock of approved quality conforming to IS: 8931

9. Providing and fixing 15 mm nominal bore C.P. brass angle valve for basin mixer and geyser points of approved make conforming to IS: 8931.

10. Providing and fixing on wall face un-plasticized Rigid PVC rain water pipes conforming to IS: 13592 Type A including jointing with seal ring conforming to IS: 5382 leaving 10 mm gap for thermal expansion. (i) Single socketed pipes

(a) 75 mm diameter.

(b) 110 mm diameter.

11. The work essentially entails renovation of complete Middle Wing comprising 18 x rooms, 6 Toilets, Corridors and all stairs. The above work includes the following in all the washrooms (specification as given in Appx - B):-

(a) Dismantling of complete floor tiles and stages in rooms.

(b) Fixing of Tiles in class rooms, varandha/corridors, stairs, toilets and all specified locations.

(c) Renovation of all toilets including sewerage line.

(d) Scrapping and distempering of the building as per specification.

(e) Painting of Doors, Windows and Grills (inside and outside)

(f) Replacement of doors, windows, windows panes and their frames wherever required.

12. **Pre-Bid Meeting.** Pre bid meeting will be held on **22 Jun 2023** (1100 hrs) . Vendors are requested to attend the same at **1100 hrs on 22 Jun 2023** at Army Public School, Ratnuchak All clarification required on the subject services should be clarified prior or during the Pre Bi+

d Meeting. No clarification will be entertained after the Pre Bid Meeting.

13. It may be noted that compliance statement is to be submitted in addition to technical bid. The technical bid should contain full technical specifications along with necessary documentary proof etc whereas compliance statement is an additional document specifically confirming compliance to each specification.



14. **Delivery Period.** Work to be completed within 06 weeks (1.5 month) from date of acceptance. Please note that supply order can be cancelled unilaterally by the Buyer (APS) in case services mentioned at Para 1 of Part-II are not received within the contracted delivery period. Extension of contracted delivery period will be at the sole discretion of the Buyer, with applicability of LD clause.
15. **Quality of manpower.** The contractor shall deploy only such workers who are physically, mentally fit and all necessary verifications to be done prior to commencement of work and daily arrival and departure of the manpower to be monitored by the contractor or his authorised rep.
16. **Transportation.** The responsibility for transporting the staff to APS Ratnuchak rests with the contractor only.
17. **Consignee Details.** Army Public School, Ratnuchak.

PART-III STANDARD CONDITION OF RFP

THE BIDDERS ARE REQUIRED TO GIVE CONFIRMATION OF THEIR ACCEPTANCE OF THE STANDARD CONDITIONS OF THE REQUEST FOR PROPOSAL MENTIONED BELOW WHICH WILL AUTOMATICALLY BE CONSIDERED AS PART OF THE CONTRACT CONCLUDED WITH THE SUCCESSFUL BIDDER (I.E VENDOR IN CONTRACT) AS SELECTED BY THE BUYER. FAILURE TO DO SO MAY RESULT IN REJECTION OF THE BID SUBMITTED BY THE BIDDER.

1. **Law.** The Contract shall be considered and made in accordance with the laws of the Republic of India. The contract shall be governed by and interpreted in accordance with the laws of the Republic of India.
2. **Effective Date of the Contract.** Normally the contract shall come into effect on the date of signing of agreement by both the parties on the contract except when some other effective date is mutually agreed to and specifically indicated/provided in the contract. The deliveries and supplies and performance of the services shall commence from the effective date of the contract.
3. **Arbitration.** All disputes or differences arising out of or in connection with the Contract shall be settled by bilateral discussions. Any dispute, disagreement or question arising out of or relating to the Contract or relating to construction or performance, which cannot be settled amicably, may be resolved through arbitration. **Arbitrator will be appointed by the 3 (I) Armd Bde and hearing of the dispute or arbitration proceedings will be held at Army Public School Ratnuchak.**
4. **Penalty for use of Undue Influence.** The contractor undertakes that he has not given, offered or promised to give, directly or indirectly, any gift, consideration, reward, commission, fees, brokerage or inducement to any person in service of the Buyer or otherwise in procuring the contracts or forbearing to do or for having done or forborne to do any act in relation to the obtaining or execution of the present Contract or any other Contract with the Government of India for showing or forbearing to show favour or disfavour to any person in relation to the present Contract or any other Contract with the Government of India. Any breach of the aforesaid undertaking by the Seller or any one employed by him or acting on his behalf (whether with or without the knowledge of the Seller) or the commission of any offence by the Seller or anyone employed by him or acting on his behalf, as defined in Chapter IX of the Indian Penal Code, 1860 or the Prevention of Corruption Act, 1986 or any other Act enacted for the prevention of corruption shall entitle the Buyer to cancel the contract and all or any other contracts with the Seller and recover from the Seller the amount of any loss arising from such cancellation. A decision of the Buyer or his nominee to the effect that a breach of the undertaking had been committed shall be final and binding on the Seller. Giving or offering of any gift, bribe or inducement or any attempt at any such act on behalf of the Seller towards any officer/employee of the Buyer or to any other person in a position to influence any officer/employee of the Buyer for showing any favour in relation to this or any other contract, shall render the Seller to such liability/ penalty as the Buyer may deem proper, including but not limited to termination of the contract, imposition of penal damages, forfeiture of the Bank Guarantee and refund of the amounts paid by the Buyer.



5. **Agents / Agency Commission.** The Vendor confirms and declares to the Buyer that the Vendor is the original supplier/provider of the services referred to in this Contract and has not engaged any individual or firm, whether Indian or foreign whatsoever, to intercede, facilitate or in any way to recommend to the Government of India or any of its functionaries, whether officially or unofficially, to the award of the contract to the Vendor; nor has any amount been paid, promised or intended to be paid to any such individual or firm in respect of any such intercession, facilitation or recommendation. The Vendor agrees that if it is established at any time to the satisfaction of the Buyer that the present declaration is in any way incorrect or if at a later stage it is discovered by the Buyer that the Seller has engaged any such individual/firm, and paid or intended to pay any amount, gift, reward, fees, commission or consideration to such person, party, firm or institution, whether before or after the signing of this contract, the Seller will be liable to refund that amount to the Buyer. The Seller will also be debarred from entering into any supply Contract with the Government of India for a minimum period of five years. The Buyer will also have a right to consider cancellation of the Contract either wholly or in part, without any entitlement or compensation to the Seller who shall in such an event be liable to refund all payments made by the Buyer in terms of the Contract along with interest at the rate of 2% per annum above labour rate. The Buyer will also have the right to recover any such amount from any contracts concluded earlier with the Government of India.
6. **Access to Books of Accounts.** In case it is found to the satisfaction of the Buyer that the Seller has engaged an Agent or paid commission or influenced any person to obtain the contract as described in clauses relating to Agents/Agency Commission and penalty for use of undue influence, the Seller, on a specific request of the Buyer, shall provide necessary information/ inspection of the relevant financial documents/information.
7. **Non-disclosure of Contract documents.** Except with the written consent of the Buyer/ Seller, other party shall not disclose the contract or any provision, specification, plan, design, pattern, sample or information thereof to any third party.
8. **Liquidated Damages.** In the event of the Seller's failure to submit the Bonds, Guarantees and Documents, supply the stores/goods and conduct trials, provision of services mentioned at Para 1 to 11 of Part II, training, etc as specified in this contract, the Buyer may, at his discretion, withhold any payment until the completion of the contract. The BUYER may also deduct from the SELLER as agreed, liquidated damages to the sum of 10% of the contract price of the delayed/undelivered stores/services.
9. **Termination of Contract.** The Buyer shall have the right to terminate this Contract in part or in full in any of the following cases:-
- (a) The work is delayed for causes not attributable to Force Majeure for more than **05 days** after the scheduled date of delivery.
 - (b) The Seller is declared bankrupt or becomes insolvent.
 - (c) The delivery of services is delayed due to causes of Force Majeure by more than **05 days** provided Force Majeure clause is included in contract.
 - (d) The Buyer has noticed that the Seller has utilized the services of any Indian/Foreign agent in getting this contract and paid any commission to such individual/company etc.
 - (d) As per decision of the Mgt committee of APS Ratnuchak.
10. **Notices.** Any notice required or permitted by the contract shall be written in the English language and may be delivered personally or may be sent email or registered pre-paid mail/airmail, addressed to the last known address of the party to whom it is sent.



11. **Transfer and Sub-letting.** The Seller has no right to give, bargain, sell, assign or sublet or otherwise dispose of the Contract or any part thereof, as well as to give or to let a third party take benefit or advantage of the present Contract or any part thereof.

12. **Patents and other Industrial Property Rights.** The prices stated in the present Contract shall be deemed to include all amounts payable for the use of patents, copyrights, registered charges, trademarks and payments for any other industrial property rights. The Seller shall indemnify the Buyer against all claims from a third party at any time on account of the infringement of any or all the rights mentioned in the previous paragraphs, whether such claims arise in respect of services including replacement. The Seller shall be responsible for the completion of the supplies and conservancy services including replacement irrespective of the fact of infringement of the supplies, irrespective of the fact of infringement of any or all the rights mentioned above.

13. **Amendments.** No provision of present Contract shall be changed or modified in any way (including this provision) either in whole or in part except by an instrument in writing made after the date of this Contract and signed on behalf of both the parties and which expressly states to amend the present Contract.

PART-IV SPECIAL CONDITION OF RFP.

The bidder is required to give confirmation of their acceptance of special conditions of the RFP mentioned below which will automatically be considered as part of the Contract concluded with the successful bidder (i.e Seller in the Contract) as selected by the buyer. Failure to do so may result in rejection of the Bid submitted by the bidder.

Note:-

1. Acceptance of tender enquiry is essentially required to be submitted prior to the commencement of TEC for approval. In the absence of the acceptance of tender enquiry, the tender will be rejected.
2. The detailed scope of work is as given at Annexure I to this tender document. The following will be ensured :-
 - (a) Acceptance of tender enquiry will be based on Tenders will be given for item/items exactly as per the nomenclature in this NIT, mentioning the Make, Model, Regd No etc. However, L1 will be identified on total comprehensive cost of scope of work.
 - (b) Date of the contract completion is **08 weeks (2 months)** from date of acceptance and issuance of Supply/Work Order.
 - (c) Rates quoted will be inclusive of GST cost of material, labor, supply, fixing and any other tasks.
 - (d) Contractor will employ suitable supervisor/ skilled manpower to ensure work is executed as per standard engineering practices and is of good quality. Any poor quality of work executed by the labourer/labourers will be removed and reconstructed/refixed at the risk and cost of the contractor. The decision of Principal, Army School or his rep in this regard will be final and binding.
 - (e) Any damage to the existing structures, any existing road etc during the execution of work shall be made good by the contractor at his own expense. Rectification, replacement, making good and touching up etc shall be carried out, conforming to the materials and workmanship originally provided and to the satisfaction of the Board, Army School or his rep. In case of any dispute on this account the decision of the Principal, Army School or his rep shall be final, binding and conclusive.



(f) Details missing, if any, will be assumed to be provided by the Vendor as per good engineering practice. All material required for the construction work shall be new and comply with relevant bureau of IS specification and should be of the company as specified. Execution will be carried out as per IS provision/standard engineering practices.

(g) All items will be as per latest IS specifications. All the major components of material shall be procured from the IS approved sources and certificate to this effect shall be given by manufacturer. All IS standards are subject to revision and the most recent editions of the standards shall be applicable. All best practices and standard engineering practices as per codal provisions will be adhered during execution of the works to ensure quality. Contractor is responsible to ensure that all works are completed as per time lines by executing concurrently.

(h) All samples/Makes will be approved the detailed Board/Committee prior to supply/fixing of stores. No bulk supply will be permissible without Sample Approval. All stores should be supplied as per contract and given brand after sample approved, any variation will be rejected and vendor to replace it within one week in contract period.

(j) **Schedule of work to be executed at site is Part of Appx A, with Tender Documents.**

3. Defect Liability Period for this work shall be **twelve (12)** Calendar Months from the certified date of final completion of the work by Principal, Army Public School or his rep.

4. **Performance Guarantee.** The selected firm has to furnish performance security in the form of Bank Guarantee/DD for an amount equal to **10%** of total value of the contract valid for fourteen months from the date of award of the contract. The Performance security shall be submitted within 10 days from the date of Notification of Award. The earnest money shall be adjusted towards performance security. Validity of PBG should be 14 Months after completion of work.

5. **Payment Terms.** **The payment to the contractor will be made only after completion of work and acceptance by board of officers. Final payment will be released after the date of completion of work.**

6. **Paying Authority.** Army Public School Ratnuchak

7. **Force Majeure Clause.**

(a) Neither party shall bear responsibility for the complete or partial non performance of any of its obligations (except for failure to pay any sum which has become due on account of receipt of services under the provisions of the present contract), if the non-performance results from such Force Majeure circumstances as Flood, Fire, Earth Quake and other acts of God as well as War, Military operation, blockade, Acts or Actions of State Authorities or any other circumstances beyond the parties control that have arisen after the conclusion of the present contract.

(b) In such circumstances the time stipulated for the performance of an obligation under the present contract is extended correspondingly for the period of time of action of these circumstances and their consequences.

(c) The party for which it becomes impossible to meet obligations under this contract due to Force Majeure conditions, is to notify in written form the other party of the beginning and cessation of the above circumstances immediately, but in any case not later than 10 (Ten) days from the moment of their beginning.



(d) Certificate of a Chamber of Commerce (Commerce and Industry) or other competent authority or organization of the respective country shall be a sufficient proof of commencement and cessation of the above circumstances.

(e) If the impossibility of complete or partial performance of an obligation lasts for more than 6 (six) months, either party hereto reserves the right to terminate the contract totally or partially upon giving prior written notice of 30 (thirty) days to the other party of the intention to terminate without any liability other than reimbursement on the terms provided in the agreement for the goods received.

8. **Minimum Wages.** The contractor shall ensure payment of existing minimum wages as per minimum wages Act, 1948 as revised from time to time to conservancy staff deployed by him. Non adherence to the minimum wages Act 1948 will result in the cancellation of contract forfeiting of PBG and appropriate administrative action. Tax and duties will be followed as per Law of Republic India.

9. **Forfeiture of PBG.** In case, the contractor fails to provide the renovation of classrooms on allotment of contract or discontinues the work without confirmation and permission from the consignee (Army Public School, Ratnuchak), PBG will not be released back to the contractor and PBG amount will be deducted as penalty for non-continuation of contract agreement.

10. **Police verification.**

(a) At all times, the contractor will be responsible to ensure/obtain security clearance of the labours engaged by him, from the respective Police Station under whose jurisdiction the labours reside. Police verification is to be submitted at least 10 days prior to commencement of the Contract. The contractor will also ensure that no person employed by him for services mentioned at Para 1 of Part II has been/is involved in any activity against the interest of State.

(b) The contractor shall be responsible for all commissions and omissions on part of Manpower/ Labours engaged for the purpose. Principal APS Ratnuchak shall not be responsible in any manner, whatsoever, in matters of health/injury/death etc. of the contractor's employees while performing duties under this contract.

(c) The contractor shall be obliged and solely responsible to comply with all statutory security requirements in respect of manpower engaged by the Firm and Station HQ Ratnuchak shall not be a party to any dispute arising out of such deployment by the contractor.

(d) The manpower deployed by contractor under this contract shall be the employee of the contractor and in no circumstances shall ever any claim of employment with the Station HQ Ratnuchak

11. **Misc Issue.** Misc points of special conditions to be catered by the vendor to staff employed are as under:-

(a) If it is found that vendor has quoted exceptionally low price in BOQ on account of getting the tender purposely, his bid will be rejected on the basis of technical reasons.

(b) The contractor will not engage any minor i.e. person below the age specified in the prevailing labour law for the given work.



12. **Other miscellaneous jobs/works to be carried out: -**

- (a) All the materials used for shall be of high quality and safe for use.
- (b) The tiles should be of any one of the mentioned make **SOMANY/KAJARIA/VERMORA/ORIENT BELL/SIMPOLA/NITCO/ASSIAN GANITO INDIA LTD** as approved.
- (c) Paints should of approved brand and manufacture make **ASIAN/ BERGER/NEROLAC/ DULUX**.
- (d) Vitreous China pedestal should be of make **HINDUSTAN/ VERMORA/SIMPOLA** as approved.
- (e) Wash Basin should of approved brand and manufacture make **HINDUSTAN/ VERMORA/ SIMPOLA/ HINWARE** as approved.
- (f) Men Urinal should of make **HINDUSTAN/VERMORA/SIMPOLA/HINWARE** as approved.
- (g) WC Pan should of make **HINDUSTAN/VERMORA/SIMPOLA/ HINWARE** as approved.
- (h) Squat Pans (Indian type) should of make **HINDUSTAN/VERMORA/SIMPOLA HINWARE** as approved.
- (j) 2nd floor toilets puff panel walls to be replaced by bricks walls.
- (k) Broken doors, windows, windows panes and frames to be replaced.
- (l) Sewerage line of toilets to be changed.
- (m) **The G.I pipes and other angle valves should be of approved manufacturer with ISI mark at them (JINDAL/HINDUSTAN/SWASTIK/TATA** as approved.
- (n) **The basin mixer should have warranty of six month which should be of make as approved.**
- (o) **The supervision will be exercised by a qualified and experienced personnel to ensure all items are fixed installed properly.**
- (p) **The actual date of commencement of work will be reckoned from the date of signing the agreement.**

PART- V: EVALUATION CRITERIA & PRICE

BID ISSUES

1. **Evaluation Criteria** - The broad guidelines for evaluation of Bids will be as follows:-
 - (a) Only those Bids will be evaluated which are found to be fulfilling all the eligibility and qualifying requirements of the RFP, both technically and commercially.
 - (b) In respect of Two-Bid system, the technical Bids forwarded by the Bidders will be evaluated by the Buyer with reference to the technical characteristics of the work to be done as mentioned in the RFP. The compliance of Technical Bids would be determined on the basis of the parameters specified in the RFP. The Price Bids of only those Bidders will be opened whose Technical Bids would clear the technical evaluation.



(c) The Lowest Bid will be decided upon the lowest price quoted by the particular Bidder based on overall value of contractor as per the Bid Format given at **Para 2 below**. The consideration of taxes and duties in evaluation process will be as follows:-

(i) The Bidders are required to spell out the rates of Customs duty, Excise duty, GST, Service Tax etc in unambiguous terms; otherwise their offers will be loaded with the maximum rates of duties and taxes for the purpose of comparison of prices. If reimbursement of Customs duty / Excise Duty/ GST is intended as extra, over the quoted prices, the Bidder must specifically say so. In the absence of any such stipulation it will be presumed that the prices quoted are firm and final and no claim on account of such duties will be entertained after the opening of tenders. If a Bidder chooses to quote a price **inclusive** of any duty and does not confirm inclusive of such duty so included is firm and final, he should clearly indicate the rate of such duty and quantum of excise duty included in the price. Failure to do so may result in ignoring of such offers summarily. If a Bidder is exempted from payment of Customs duty /Excise Duty / GST duty upto any value of supplies from them, they should clearly state that no excise duty will be charged by them up to the limit of exemption which they may have. If any concession is available in regard to rate/quantum of Customs duty / Excise Duty / GST, it should be brought out clearly. stipulations like, excise duty was presently not applicable but the same will be charged if it becomes liable later on, will not be accepted unless in such cases it is clearly stated by a Bidder that excise duty will not be charged by him even if the same becomes applicable later on. In respect of the Bidders who fail to comply with this requirement, their quoted prices shall be loaded with the quantum of excise duty which is normally applicable on the item in question for the purpose of comparing their prices with other Bidders. The same logic applies to Customs duty and GST also.

(d) If there is a discrepancy between the unit price and the total price that is obtained by multiplying the unit price and quantity, the unit price will prevail and the total price will be corrected. If there is a discrepancy between words and figures, the amount in words will prevail for calculation of price.

(e) The Lowest Acceptable Bid will be considered further for placement of contract / Supply Order after complete clarification and price negotiations as decided by the Buyer. The Buyer will have the right to award contracts to different Bidders for being lowest in particular items.

(f) Any other criteria as applicable to suit a particular case.

2. **Bid Format.** The Bid Format is at Annexure - I

Note :- Determination of L-1 will be done based on total of basic prices (not including levies, taxes and duties levied by Central/State, Local governments such as excise duty, GST, Service tax Octroi/entry tax, etcon final product of all items/requirement as mentioned above.

3. Following are enclosed to assist prospective bidders in formulation of their quotes: -

(a) Specification of the work/services to be carried out with Equipment & services is as Annexure – II

(b) Undertaking to be submitted by the bidders is at Annexure - III.



PART-VI**(Contains Vendor's Verification
Format)**

The vendors are required to submit the form duly filled along with all supporting documents (in original/duly attested authorized notary) during submission of bids.

1. **FIRM PARTICULARS**

- (a) Name of Individual/Firm/Company:
- (b) **Tendered For:** _____
- (c) **Category** _____
- (d) Address : Head Office _____

- (e) Telephone No _____ Fax No _____
- (f) Branch Office Address: _____

- (g) Telephone No _____ Fax No _____

2. Details of firm :-

- (a) Nature of business undertaken by firm.
- (b) Has your company executed construction contracts.
- (c) **COMMERCIAL INFORMATION**
- (i) PERMANENT ACCOUNT NO :
- (ii) GST REGN NUMBER :
- (iii) TIN NUMBER :

(d) The following information of Bank Account of the Company, duly endorsed by the Bank (required for Electronic Fund Transfer –EFT/RTGS) is to be submitted.

- (i) Name of the Company/Firm
- (ii) Name of Bank
- (iii) Name of Bank Branch
- (iv) City/Place
- (v) Account Number
- (vi) Account type
- (vii) IFSC code of the Bank Branch
- (viii) MICR Code of the Bank Branch
- (ix) Details of other Bankers (for reference purpose only)

IT IS CERTIFIED THAT THE ABOVE INFORMATION FURNISHED IS TRUE TO THE BEST OF MY KNOWLEDGE.

NAME OF THE AUTHORIZED SIGNATORY

SIGNATURE DATE:

(Signature of authority for Seller)



READY MADE LABEL FOR ENVELOP OF TECHNICAL BID/COMMERCIAL BID AND MAIN ENVELOPE (PLEASE CUT & PASTE THE LABEL ON EACH ENVELOPE. EACH ENVELOPE MUST BE SEALED, MIXING OF BID IN A SINGLE ENVELOPE WILL NOT BE ACCEPTED)

Your full address, telephone No, Mobile No, Fax No must be on each envelope for timely communication of Tender Opening, Technical Assessment & Commercial bid opening dates.

TECHNICAL/ COMMERCIAL BID/MAIN ENVELOPE

Name of Service	
Tender Enquiry No & date	

To PRINCIPAL
ARMY PUBLIC SCHOOL RATNUCJA
PO : GANGYAL, DISTT : JAMMU- 180010

VENDOR'S CONTACT No. FOR COMMUNICATION OF TENDER OPENING DATES:
Full postal address/Official seal Telephone No: Mobile
No: Fax/E-mail



Annexure -I

BID FORMAT FOR REPAIR RENOVATION OF MIDDLE WING BUILDING ARMY PUBLIC SCHOOL RATNUCHAK

SI No.	Item Description	A/U	Quantity	Rate incl GST	Total Amount Incl GST
1	Dismantling tile works in floor and roofs laid in cement mortar including stacking material within 50 meters lead. For thickness of tiles 10mm to 25mm	Sqm	1395		
2	Providing and laying vitrified floor tiles in different size (thickness to be specified by the manufacturer) with water absorption less than 0.08% and conforming to IS:15622 of approved make in all colours and shades laid in 20mm thick cement mortar (cement 4 course sand) including grouting the joints with white cement and matching pigments etc. Complete size of tiles 600x600mm	Sqm	1395		
3	Removing white or colour wash by scraping and sand papering and preparing the surface smooth including necessary repair to scratches etc	Sqm	1575		
4	Distemping with dry distemper of improved brand and manufacture and of required shade, on old work to give an even shade	Sqm	3254		
5	Painting with synthetic enamel paint of approved brand and manufacture of required color to give an even shade one or more coats and old work	Sqm	164		
6	Dismantling w.c pan of all size including disposal of dismantle material malba all complete as per direction of engineer in charge	Each	18		
7	Dismantling 15 to 40mm dia i.e pipe including stacking of dismantle pipe (50 mtr lead) as per direction of engineer in charge internal work expose on wall	Mtr	150		
8	Providing and fixing white vitreous china pedestal type water closet (European type w.c pan/Indian) with seat and lead, 10 Liter low level white PVC flushing cistern including flush pipe with manually control device with all fitting and fixture complete cutting goods the wall and floor wherever ISI mark white solid plastic seat and lead.	Each	15		
9	Providing and fixing white vitreous china flat back or wall corner type lipped urinal basin 340x410x265mm size respectively	Each	6		
10	Providing and fixing wash basin with c.i (cp brass pillar type 32mm cp brass waste of standard pattern fitting and brackets cutting and making goods the wall wherever. White vitreous china wash basin size 630x450mm with a single 15mm c.p brass pillar type	Each	12.00		



Annexure -I (Contd)

Sl No.	Item Description	A/U	Quantity	Rate incl GST	Total Amount Incl GST
11	Providing and fixing white victories china pedestal for wash basin completely at the back for the reception of pipes and fitting	Each	12.00		
12	Providing and fixing g.i inlet connection for flush pipe connecting with w.c pan	Each	18.00		
13	Providing and fixing P.V.C waste for sink and wash basin include p.v.c waste fitting complete, semi rigid pipe. (a) 32mm dia (b) 40mm dia	Each	(a) 6.00 (b) 12.00		
14	Providing and fixing g.i pipe complete with g.i fitting and clamps including cutting making goods the wall etc internal work expose on wall. (a) 15mm dia nominal bore (b) 20m dia nominal bore	Mtr	(a) 120.00 (b) 60.00		
15	Providing and fixing 15mm nominal bore c.p brass bib cock of approved quality confirming to i.s 8931	Each	18.00		
16	Providing and fixing 15m m nominal bore c.p brass angle valve for basin mixture and geyser points of approved make conforming to i.s 8931	Each	36.00		
17	Providing and fixing on wall face un-plasticized rigid p.v.c rainwater pipe conforming to i.s 13592 type a including jointing with seal ring conforming (a) 75mm diametre (b) 110mm diametre	Mtr	(a) 50.00 (b) 30.00		
18	Repair of all aluminum doors and windows changing all doors sheets and rubber	Nos	14.00		
19	Changes of windows glass and washrooms small iron chougath glass .(1.5ft. By 3ft.) Or (2ft. By 2ft.) Or (4ft. By 4ft.)	Nos	42.00		
20	Changes of wooden doors for class rooms and washrooms (size 3ft. By 6ft.) Or(2.5ft. By 5ft.)	Nos	16.00		
21	Changes of iron chaugath for washrooms (2.5ft. By 5ft.) Changes of window iron chaugath for washrooms .	Nos	(a) Large 7.00 (b) Small 8.00		



Annexure - II

TECH SPECIFICATION FOR REPAIR RENOVATION OF MIDDLE WING BUILDING ARMY PUBLIC SCHOOL RATNUCHAK

SI No.	Item Description	A/U	Quantity	Remarks
1	Dismantling tile works in floor and roofs laid in cement mortar including stacking material within 50 meters lead. For thickness of tiles 10mm to 25mm	Sqm	1395	
2	Providing and lying vitrified floors tiles in different size (thickness to be specified by the manufacturer) with water absorption less than 0.08% and conforming to is:15622 of approved make in all colours and shade laid in 20mm thick cement mortar (cement 4 course sand) including grouting the joints with white cement and matching pigments etc. Complete size of tiles 600x600mm	Sqm	1395	
3	Removing white or colour wash by scrapping and sand papering and preparing the surface smooth including necessary repair to scratches etc	Sqm	1575	
4	Distemping with dry distemper of improved brand and manufacture and of required shade , on old work to give and even shade	Sqm	3254	
5	Painting with synthetic enamel paint of approved brand and manufacture of required color to give and even shade one or more codes and old work	Sqm	164	
6	Dismantling w.c pan of all size including disposal of dismantle material malba all complete has per direction of engineer in charge	Each	18	
7	Dismantling 15 to 40mm dia i.e pipe including stacking of dismantle pipe (50 mtr lead) has per direction of engineer in charge internal work expose on wall	Mtr	150	
8	Providing and fixing white victories china pedestal type water closet (European type w.c pan/Indian) with seat and lead , 10 Liter low level white PVC flushing cistern including flush pipe with manually control device with all fitting an fixture complete cutting goods the wall and floor wherever ISI mark white solid plastic seat and lead .	Each	15	
9	Providing and fixing white vitreous china flat back or wall corner type lipped urinal basin 340x410x265mm size respectively	Each	6	
10	Providing and fixing wash basin with c.i (cp brass pillar type 32mm cp brass waste of standard pattern fitting and brackets cutting and making goods the wall wherever. White victories china wash basin size 630x450mm with a single 15mm c.p brass pillar type	Each	12.00	
11	Providing and fixing white victories china pedestal for wash basin completely at the back for the reception of pipes and fitting	Each	12.00	
12	Providing and fixing g.i inlet connection for flush pipe connecting with w.c pan	Each	18.00	
13	Providing and fixing P.V.C waste for sink and wash basin include p.v.c waste fitting complete, semi rigid pipe. (a) 32mm dia (b) 40mm dia	Each	(a) 6.00 (b) 12.00	



Annexure – II (Contd)

SI No.	Item Description	A/U	Quantity	Remarks
14	Providing and fixing g.i pipe complete with g.i fitting and clamps including cutting making goods the wall etc internal work expose on wall.	Mtr		
	(a) 15mm dia nominal bore (b) 20m dia nominal bore		(a) 120.00 (b) 60.00	
15	Providing and fixing 15mm nominal bore c.p brass bib cock of approved quality confirming to i.s 8931	Each	18.00	
16	Providing and fixing 15m nominal bore c.p brass angle valve for basin mixture and geyser points of approved make conforming to i.s 8931	Each	36.00	
17	Providing and fixing on wall face un-plasticized rigid p.v.c rainwater pipe conforming to i.s 13592 type a including jointing with seal ring conforming (a) 75mm diametre (b) 110mm diametre	Mtr	(a) 50.00 (b) 30.00	
18	Repair of all aluminum doors and windows changing all doors sheets and rubber	Nos	14.00	
19	Changes of windows glass and washrooms small iron choughath glass .(1.5ft. By 3ft.) Or (2ft. By 2ft.) Or (4ft. By 4ft.)	Nos	42.00	
20	Changes of wooden doors for class rooms and washrooms (size 3ft. By 6ft.) Or(2.5ft. By 5ft.)	Nos	16.00	
21	Changes of iron chaugath for washrooms (2.5ft. By 5ft.) Changes of window iron chaugath for washrooms .	Nos	(a) Large 7.00 (b) Small 8.00	



UNDERTAKING

In case of my firm is selected as a Contractor for repair/renovation of middle wing of Army Public School Ratnuchak based on commutative lowest price quotes, I hereby undertake to agree to levy minimum charges in each component as listed at Annexure I to RFP even where my firm quotes are not the lowest.

I also fully understand that any failure to comply with above undertaking or with any terms and conditions of RFP, my contract can be partially or fully cancelled and awarded to any other agency at my risk and cost.

Name

Appointment:

Name of firm/Company

Place:

Dated:

