

TENDER
FALSE CEILING IN EXISTING HOSTEL ROOMS AND FAMILY QUARTERS

1. The address and contact numbers for submit your tender form or seeking clarifications regarding this TENDER FORM are given below:-

- (a) Bids/queries to be addressed to: **The Principal
Sainik School Gopalganj
Post :Hathwa
Distt: Gopalganj
Bihar-841 436**
- (b) Postal address for sending the Bids : Same as Para 1(a) above
- (c) Name / designation of the contact personnel: **Adm Offr/Vice Principal
Sainik School Gopalganj
Post :Hathwa
Dist: Gopalganj
Bihar-841 436**
- (d) Telephone numbers of the contact personnel: 06150-231681/232546
- (e) Fax Number : 06150-231681
- (f) e-mail ID : ssgopalganj@rediffmail.com

2. This TENDER FORM is divided into following five Parts:-

- (a) **Part I** – Contains General Information and Instructions for the Contractors about the TENDER FORM such as the time, place of submission and opening of tenders, validity period of tenders, etc.
- (b) **Part II** – Contains essential details of the items/ services required, such as the Schedule of Requirements (SOR).
- (c) **Part III** - Contains Standard Conditions applicable to this TENDER FORM, which will form part of the contract with the successful Contractor.
- (d) **Part IV** - Contains Special Conditions applicable to this TENDER FORM and which will also form part of the contract with the successful Contractor.
- (e) **Part V**- Contains Evaluation Criteria and Format for Price Bids.

3. This TENDER FORM is being issued with **no financial commitment** and the **Principal, Sainik School Gopalganj** reserves the right to change and vary any part thereof at any stage. **Principal, Sainik School Gopalganj** also reserves the right to withdraw the TENDER FORM, should it become necessary at any stage.

PART I – GENERAL INFORMATION AND INSTRUCTIONS

4. **Last date and time for depositing this Tender is 06 June 2017 by 1800 Hrs.** Tender Bids received after this date and time even by post/courier will not be entertained.
5. Sealed Bids by **authorized dealers/ Manufacturers** should be either dropped in the Tender Box or sent by registered post at the address given above so as to reach by the due date and time marked as **construction of false ceiling**. Late tenders will not be considered. No responsibility will be taken for postal delay or non-delivery/non-receipt of Bid documents. Bids sent by FAX or e-mail will not be considered.
6. **Date and time for opening of Tender Bids is 07 June 2017 at 1000 Hrs.**
7. Location of the Tender Box: Main Hall opposite Principal's Office
8. **Place of opening of the Bids.** Sainik School Gopalganj (Bihar). The Contractors may depute their representative, duly authorized in writing to attend the opening of Tender Bids on the due date and time. Rates quoted by all Contractors will be read out in the presence of the Contractors/ representatives of all the Contractors. This event will not be postponed due to non-presence of your representative.
9. **Forwarding of Bids.** Bids should be forwarded by Contractors under their original memo/letter pad furnishing the following details:-
 - (a) TIN number.
 - (b) VAT/CST number.
 - (c) Bank Account Number.
 - (d) Bank Address.
 - (e) Complete Postal Address of Office.
 - (f) Office Landline and Mobile Phone Nos.
 - (f) e-mail address of office.
10. **Rejection of Bids.** Bids should be from **authorized dealers only**. Bids from other individuals/ firms will be rejected. Canvassing by the Contractors in any form, unsolicited letter and post tender correction may invoke summary rejection with forfeiture of Earnest Money Deposit (EMD). Conditional tenders will be rejected.
11. **Validity of Bids.** The Bids should remain valid for 90 days from the date of submission of bids.
12. **Earnest Money Deposit** : The tenderers have to deposit **Rs 30,000/- (Rupees thirty thousand only)** in the form of Bank Draft in favour of Principal, Sainik School Gopalganj payable at SBI Narainia (Bank Code No. 09212). EMD is to be valid for a period of forty five days beyond the final bid validity period. EMD of the unsuccessful Contractors will be returned to them without any interest at the earliest on or before the 30th day after the award of the contract.

13. EMD is not required to be submitted by those Contractors who are registered with DGS & D, National Small Scale Industries Corporation (NSIC) or any Department of MoD or MoD itself. The EMD will be forfeited if the Contractor withdraws or amends, impairs or derogates from the tender in any respect within the validity period of their tender.
14. **Security Deposit.** The successful Contractor has to deposit Security Money of **Rs 1,00,000/- (Rupees one lakh only)** within ten days from the date of award of contract. Non timely deposit of security money will lead to forfeiture of earnest money deposit.
15. Earnest Money will be refunded/ adjusted in the security deposit and will be released without any interest after successful completion of contract.
16. Tax will be deducted at the time of any payment as per defined / eligible tax rate and authority will give proper document of depositing the same amount to suppliers account.
17. The tenderers have to quote their rates both in figures and words. The rates quoted in the tender should be inclusive of all freight, royalty, taxes and other incidental charges (i.e. F.O.R. School campus)
18. Every page of the tender should be signed (full signature) and rubber stamped by the tenderer. It should also be signed wherever there is overwriting and cutting.
19. The tenderers shall be solely responsible for any damages or loss in public property due to negligence of their labourers or other staffs and the damage shall be made good at his own cost.
20. All supply / work services will be according to specification as per tender paper or subject to approval by the Principal, Sainik School Gopalganj.
21. The Appendix 'B' and Appendix 'C' and the tender will be completed by legally in English language only; If Appendices 'B' and 'C' along with the tender form are found incomplete, **the tender will not be considered.**
22. Tenderers are requested to quote their rates only in the schedule of items given by the school. ***The rates quoted on the individual firm's letter pad or any other paper than schedule of items will not be considered.***

PART II – ESSENTIAL DETAILS OF ITEMS REQUIRED

23. Schedule of requirement: - **Supply and fixing of E-Board false ceiling (E-board of 4mm thick of size 610 mm x 610mm, Fixing with Aluminum grids, aluminum angle at maximum tee etc hanging with 4mm GI wire to existing wall) in hostel rooms (4410 sqft) and family quarters in approx 6000 sq feet area within one month after the contract deal is finalized.**
24. **Construction to be carried out with materials at Sainik School Gopalganj (Bihar) Pin- 841 436 and rates quoted in the bids should include delivery/ transportation/ handling/ installation charges if applicable.**
25. Consignee details:-

**Principal
Sainik School Gopalganj
Post: Hathwa
District: Gopalganj (Bihar)
Pin – 841436
Tele/ Fax – 06150 – 231681
e-Mail: ssgopalganj@rediffmail.com**

PART III – STANDARD CONDITIONS OF TENDER FORM

The authorized dealers are required to give confirmation of their acceptance of the standard conditions of the TENDER FORM mentioned below which will automatically be considered as part of the Contract concluded with the successful Contractor (i.e Tenderer in the Contract) as selected by the Principal, Sainik School Gopalganj. Failure to do so, may result in rejection of the Bid submitted by the Contractors.

26. **Law.** The contract shall be considered and made in accordance with the laws of the Republic of India.

27. **Effective Date of the Contract.** The contract shall come into effect on the date of signing of supply order or signatures of both the parties on the contract as the case may be. The deliveries, supplies and construction works shall commence from the effective date of the contract.

28. **Arbitration.** The Tenderer will not take recourse to legal addressal arising out of any issue related to this contract in any court of law. All disputes or differences arising out of or in connection with this Contract shall be settled by bilateral discussions and decision of Principal, Sainik School Gopalganj shall be final.

29. **Penalty for use of Undue Influence.** The Tenderer 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 **Principal, Sainik School Gopalganj** 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 Tenderer or anyone employed by him or acting on his behalf (whether with or without the knowledge of the Tenderer) 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

Principal, Sainik School Gopalganj to cancel the contract and all or any other contracts with the Tenderer and recover from the Tenderer the amount of any loss arising from such cancellation. A decision of the **Principal, Sainik School Gopalganj** or his nominee to the effect that a breach of the undertaking had been committed shall be final and binding on the Tenderer.

30. **Access to Books of Accounts.** In case it is found to the satisfaction of the **Principal, Sainik School Gopalganj** that the Tenderer 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 Tenderer, on a specific request of the **Principal, Sainik School Gopalganj**, shall provide necessary information/ inspection of the relevant financial documents/information.

31. **Non-disclosure of Contract documents.** Except with the written consent of the **Principal, Sainik School Gopalganj**, Tenderer, other party shall not disclose the contract or any provision, specification, plan, design, pattern, sample or information thereof to any third party.

32. **Liquidated Damages.** In the event of the Tenderer's failure to submit the Bonds, Guarantees and Documents, supply the stores/goods and conduct trials, installation of equipment, training, etc as specified in this contract, the **Principal, Sainik School Gopalganj** may, at his discretion, withhold any payment until the completion of the contract. The **Principal, Sainik School Gopalganj** may also deduct from the Tenderer as agreed, liquidated damages to the sum of 0.5% of the contract price of the delayed/undelivered stores/services mentioned above for every week of delay or part of a week, subject to the maximum value of the Liquidated Damages being not higher than 10% of the value of delayed stores.

33. **Termination of Contract:** The **Principal, Sainik School Gopalganj** shall have the right to terminate this contract in part or in full in any of the following cases:-

- (a) By giving the contractor a fortnight (14 days) notice in advance without assigning any reason whatsoever.
- (b) The Tenderer is declared bankrupt or becomes insolvent.
- (c) The Tenderer utilising the services of any Indian/Foreign agent in getting this contract and paying any commission to such individual/company etc.
- (d) As per decision of the Arbitration Tribunal.
- (e) If the contractor assigns or sublets this contract without the Principal's written approval or if the contractor attempted to do so.
- (f) If the contractor or any of his agents or his employees are guilty of fraud in respect of the contract, directly or indirectly give or promise to give or offer any bribe, gift, loan reward or advantage, pecuniary or otherwise to any officer or persons in employment of the school.
- (g) If the contractor declines, neglects or delays to comply with any demand or requisition or in any other way fails to perform or serve any condition of the contract.
- (h) In case of recession, the Principal, Sainik School shall be entitled to recover from the contractor, on demand, any extra expense he may put to in obtaining supplies/services hereby agreed to be supplied from elsewhere in any manner.

34. **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 by FAX or registered pre-paid mail/airmail, addressed to the last known address of the party to whom it is sent.

35. **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 CONDITIONS TENDER FORM

36. **Please refer Appendix ‘A’**

PART V – EVALUATION CRITERIA & PRICE BID ISSUES

37. **Evaluation Criteria** - The broad guidelines for evaluation of Bids will be as follows:

- (a) Bids should be from **AUTHORISED DEALERS** only.
- (b) Only those Bids will be evaluated which are found to be fulfilling all the eligibility and qualifying requirements of the TENDER FORM, both technically and commercially. **The technical information and declaration to be supplied by the Tenderer is given in Appendix ‘B’.**
- (c) The Lowest Bid will be decided upon the lowest price quoted by the particular Contractor as per the Price Format given at **Appendix ‘C’**. The consideration of taxes and duties in evaluation process will be as follows:-
 - (i) All taxes and duties (including those for which exemption certificates are issued) quoted by the Contractors will be considered. The ultimate cost to the **Principal, Sainik School Gopalganj** would be the deciding factor for ranking of Bids.
 - (ii) The Contractors are required to spell out the rates of Customs duty, Excise duty, VAT, 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 /VAT is intended as extra, over the quoted prices, the Contractors 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 entreated after the opening of tenders.
 - (iii) If a Contractor 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.
 - (iv) If a Contractors is exempted from payment of Customs duty / Excise Duty / VAT 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. Stipulations like, excise duty, Customs duty and VAT presently not applicable but the same will be charged if it becomes leviable later on, will not be accepted unless in such cases it is clearly stated by a Contractor that excise duty will not be charged by him even if the same becomes applicable later on. In respect of the Contractors 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 Contractors.

(v) 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.

(vi) The Lowest Acceptable Bid will be considered further for signing the contract, placement of Supply Orders after complete clarification and price negotiations as decided by the **Principal, Sainik School Gopalganj**. The **Principal, Sainik School Gopalganj** will have the right to award contracts to different Contractors for being lowest in particular items. The **Principal, Sainik School Gopalganj** also reserves the right to do Apportionment of Quantity, if it is convinced that Lowest Contractor is not in a position to supply full quantity in stipulated time.

38. **Price Bid Format:** The **Price Bid Format is placed at Appendix 'C'** and Contractors are required to fill this up correctly with full details. Bids submitted in format other than given at Appendix 'B' and Appendix 'C' will be scrutinized by the board constituted by the Principal, Sainik School Gopalganj.

39. **Option Clause:** This TENDER FORM has an Option Clause, wherein the **Principal, Sainik School Gopalganj** can exercise an option to procure an additional 50% of the original Supply Ordered quantity in accordance with the same terms & conditions of the present Supply Order. This will be applicable within the currency of Supply Order. It will be entirely the discretion of the **Principal, Sainik School Gopalganj** to exercise this option or not.

40. Principal, Sainik School Gopalganj reserve the right to vary the quantity demanded as per actual requirement and tenderers will be bound to supply the items as demanded on approved rates.

41. Documents to be checked by the tender opening board are as per Annexure-II to **Appendix 'B'** attached. An affidavit to be submitted by the bidder as per format given in Annexure-I to Appendix 'B'.

Date:

Adm Offrr
Sainik School Gopalganj

APPENDIX 'A'
(Refers to Para 37)

**SPECIAL TERMS AND CONDITIONS OF CONTRACT FOR
CONSTRUCTION OF FALSE CEILING IN EXISTING
HOSTEL ROOMS AND FAMILY QUARTERS**

1. The Contractors shall produce certificates / proof for the followings :-
 - (a) Authorized dealer in construction works.
 - (b) Experience in the installation of false ceilings for minimum three years.
 - (c) Certificate of minimum annual turnover from false ceiling works of Rs 50 lakhs (Rupees fifty lakhs only) and above and produce TDS certificate on Rs. 50 lakhs or above transactions.
 - (d) Income Tax payer in the these works.
 - (e) The proof of financial viability if required, without getting payment from school for a fortnight.
2. The contractor's security deposit or any balance thereof remaining at the end of the contract shall not be returned to him until the account has been finally audited and settled and until he has executed the 'NO DEMAND CERTIFICATE' to the school.
3. All payments to the contractor shall be made by Cheque/ demand draft.
4. Notwithstanding, the contract may be terminated by the School by giving the contractor a fortnight (14 days) notice in advance without assigning any reason.
5. All disputes shall be decided by the mutual consultation and contractor shall not take recourse in any court of law. In extreme circumstances, any dispute or difference of opinion arising in respect of either interpretation, effect or application on terms and conditions of the contract or on agreement or in the process of dealing the contract shall be decided on arbitration by the Principal as he may think fit and his decision will be final.
6. All construction works will be according to specification as per tender paper or subject to approval of the Principal
7. The rates quoted in the tender should be inclusive of all freight, royalty, taxes and other incidental charges (i.e. From or to the School campus).
8. The tenderers have to quote their rates both in figures and words.
9. **Payment Terms for Indigenous Tenderers.** It will be mandatory for the Contractor to indicate their bank account numbers. Payment will be made through crossed Demand draft/Cheque or bank transfers. **The contractor will be paid his bills on completion of the work/supply of items.**
10. The contractor Will bear the penalty for violation of any of the abovementioned stipulations as decided by the board of staff detailed by the Principal or his representatives.

11. The contractor shall be solely responsible for any damages or loss of public property due to negligence of their employees or other staffs and the damage shall be made good at his own cost.

12. Every page of the tender should be signed (full signature) and rubber stamped by the contractor. It should also be signed wherever there is overwriting and cutting.

13. The contractor acknowledges that he has made himself fully acquainted with all the conditions and circumstances under which the services required under this contract will have to be made or furnished and with all the terms, clauses conditions, specification and other details of the contract. He shall not plead ignorant of any of these clauses and conditions as an excuse in case of complaints against or rejection of services tendered by him or with a view there to making for enhancement of any rates agreed to in the contract or to evade any of the obligations under the contract.

Date :

Adm Offrr
Sainik School Gopalganj

DECLARATION

I.....(Proprietor/Partner/ Manager)
do hereby declare that the entire declaration made in the technical information form are true to the best of my knowledge and I am accepting all the terms and condition mentioned above.

PLACE:

DATE:

Signature of Contractor
With rubber stamp

Annexure-I to Appendix 'A'
(Refer para 9 (g) of tender form part-I)

AFFIDAVIT

(With Rs 10/- Stamp Paper is certified by the Notary Public)

Certified that I, _____ S/O _____ Age _____ is residing (Village/Town) _____, hereby declare the following with best of my knowledge and belief :-

1. My company/ firm whose name is _____ is located at _____.
2. My company/ firm is not blacklisted by any Government department/ agency.
3. TIN of my Company/ Firm is _____.
4. My company/firm pays all taxes in time.
5. I do not have any relative/kin serving in Sainik School Gopalganj.
6. I agree with all the terms and condition laid down by the Sainik School Gopalganj.

(Signature of Declarant)

I, certify that on this day _____ of _____, I verify the above mentioned declaration with my conscience.

(Signature of Applicant)

LIST OF DOCUMENTS TO BE CHECKED DURING TENDER OPENING

| Ser No | Documents to be verified during tender opening |
|--------|---|
| 1. | Payment of the cost of Tender Form |
| 2. | Earnest Money Deposit (EMD) |
| 3. | Certificate of Registration for Manufacturer/Auth Dealership/Proprietorship |
| 4. | Certificate of Registration from the state Govt to do the particular business |
| 5. | Clearance Certificate from sales tax authority - Latest |
| 6. | TIN/VAT Registration Certificate of proprietor (as applicable). |
| 7. | ITR Last (03) three years / Turn over record of last three years (as applicable) |
| 8. | Proof of Experience last three years in particular business to include experience certificate from reputed institutions / firm / manufacturer, if held. |
| 9. | Photocopy of PAN Card. |
| 10. | Two Bid system of Tendering (Technical Bid and Commercial Bid) |
| 11. | Samples for all stores to be supplied will be checked for quality & due weight age will be given for finalizing the tender. |
| 12. | Affidavit duly notarized on Rs 10/- stamp paper |
| 13. | Contractor should attach a photograph (covering owner standing in front of his registered shop) |

APPENDIX 'B'
(Refers to Para 38 (b))

TENDER FORM
CONSTRUCTION OF FALSE CEILING
SAINIK SCHOOL GOPALGANJ (BIHAR)
TECHNICAL INFORMATION AND DECLARATION
TO BE COMPLETED BY THE TENDERER

- 1. NAME OF THE FIRM :
- 2. ADDRESS OF HEAD / :
- REGISTERED / :
- BRANCH OFFICE :
- :
- :
- :
- :
- 3. PHONE NO. :
- 4. FAX NO. :
- 5. MOBILE NO. :
- 6. PAN NO. :----- **(Enclose Proof)**
- 7. SALES TAX NO. :-----**(Enclose Proof)** (Sales tax clearing certificate to be attached)
- 8. YOUR BANK ACCOUNT No.:
- 9. NAME AND ADDRESS OF BANK :
- 10. CATEGORY OF TRADE :
- 11. ARE YOU ONE OF THE GOVT./SEMI GOVT. APPROVED CONTRACTOR ?, IF SO GIVE DETAILS **(Enclose Proof)**:.....
- :
- 13 NAME OF THE MANAGER (along with authority letter):
- :
- 14. ADDRESS OF THE MANAGER (along with authority letter):
- :
- :
- :

Sign of Contractor
With rubber stamp

15. EXPERIENCE IN YEARS IN THE RESPECTIVE TRADE:.....

16. SINGLE WORK ORDER DURING THE LAST YEAR:

17. SHOP/WORKSHOP AREA (Sqm).....

18. MANPOWER :

19. MACHINERY :

20. PAYMENT DETAILS: DRAFTNO:.....

.DATE.....AMOUNT.....

ISSUING BANK NAME AND BRANCH

21. SUBMISSION BY (a) Registered Post (b) Courier
(c) By Hand

CERTIFICATE

In consideration of our being contractor, we hereby agree that we shall not withdraw, amend or attach any conditions to our tender submitted to the school authorities before SIX MONTH from the date of supply order. Said tenders for acceptance, and we do so, The Principal, Sainik School Gopalganj shall be entitled to forfeited our earnest money deposit along with the tender and remove us from the school contract without prejudice to any other right or remedy by school for such breach on our part.

DECLARATION

I.....(Proprietor/Partner/ Manager) do hereby declare that the entire declaration made in the application form are true to the best of my knowledge. [NOTE:- If there any changes in the construction of working of firm, the affecting accuracy of the answer now give, should be promptly communicated to The Principal, Sainik School Gopalganj.

Place:

Date:

Signature of Contractor
with rubber stamp

