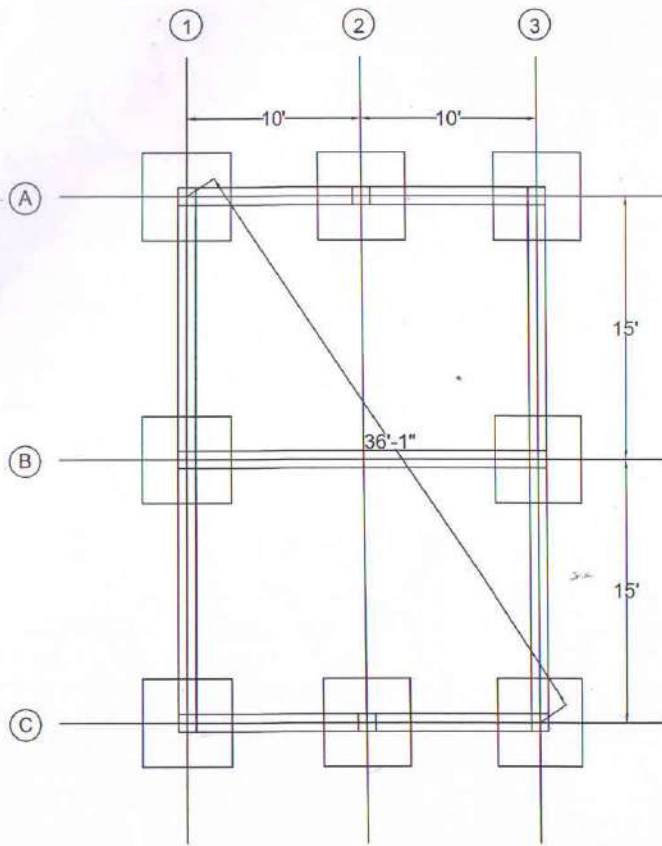
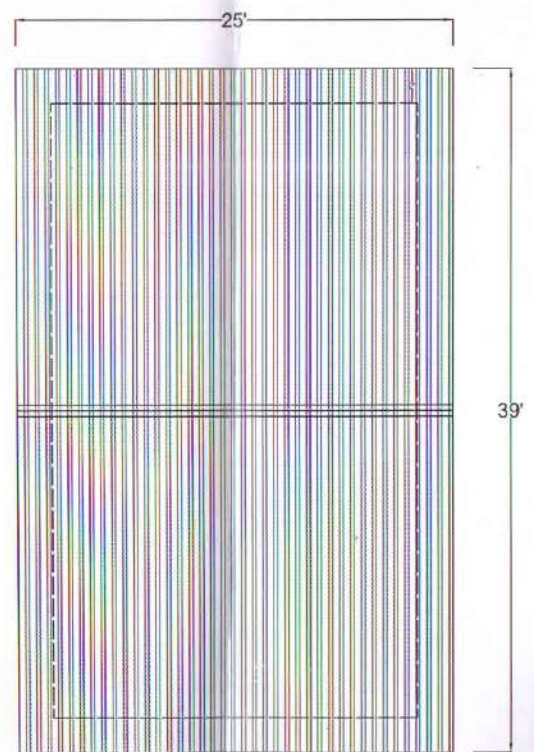


ROOM	1	2	3	4	5
Verandah	0.00	0.00	0.10	0.10	0.00



COLUMN LAYOUT PLAN



ROOF PLAN

**Appendix 'D'**

(Refers to para 11 (a) (iii) of Part-I of tender document)

Estimate for:

**Construction of Additional New Classroom Building at Army Public School, Durbin, Dist-Kalimpong. (1 room) (735 sq.ft.)**

All Linear measurements are in metre

Item Number	Description of Item				Quantity	Rate	Unit	Amount Rs.
	Member	Number	Length	Breadth				
1.01	PWD(WB)/BUILDING WORKS/Page-1/Item-2 Earth work in excavation of foundation trenches or drains in all sorts of soil (including mixed soil but excluding laterite or sand stone) including removing, spreading or stacking the spoils within a lead of 75m. as directed. The item includes necessary trimming the sides of trenches, levelling, dressing and ramming the bottom, bailing out water as required (a) Depth of excavation not exceeding 1.500 mm.							
	Foundation	8	1.50	1.50	1.50	27.00	Cu.M	
	plinth wall	3	6.00	0.45	0.45	3.65	Cu.M	
		2	9.00	0.45	0.45	3.65	Cu.M	
					Total	<b>34.30</b>	Cu.M	
2	PWD(WB)/BUILDING WORKS/Page-1/Item-3(a) Earth work in filling in foundation trenches or plinth with good earth, in layers not exceeding 150 mm. including watering and ramming etc. layer by layer complete. (Payment to be made on the basis of measurement of finished quantity of work) (a) With earth obtained from excavation of							
		1/3 of item no.1				11.43		
		Total				<b>11.43</b>	Cu.M	
3	PWD(WB)/BUILDING WORKS/Page-302/Item-18 Stone Boulder 150 mm of N. Bengal variety							
	Foundation	8	1.50	1.50	0.15	2.70	Cu.M	
	plinth wall	3	6.00	0.45	0.15	1.22	Cu.M	
		2	9.00	0.45	0.15	1.22	Cu.M	
	Room	1	9.00	6.00	0.15	8.10	Cu.M	
	Verandah	1	6.00	1.20	0.15	1.08	Cu.M	
				Total	<b>14.32</b>	Cu.M		
PWD(WB)/BUILDING WORKS/Page-229/Item-11								

4	Labour for laying 150 mm to 200 mm boulder soling including rough dressing hand packing and ramming down small pieces in the interstics including rolling and preparing the bed to proper level and filling up all joints with sandy clay or earth.									
	Foundation	8	1.50	1.50		18.00	Sq.M			
	plinth wall	3	6.00	0.45		8.10	Sq.M			
		2	9.00	0.45		8.10	Sq.M			
	Room	1	9.00	6.00		54.00	Cu.M			
	Verandah	1	6.00	1.20		7.20	Sq.M			
	Total						<b>95.40</b>	Sq.M		
5	PWD(WB)/BUILDING WORKS/Page-34/Item-22 II) Cement concrete with 30 mm down graded shingles excluding shuttering. N.B. Variety									
	5.01 In ground floor									
	5.02 (a) 1:3:6 proportion.									
	Foundation	8	1.50	1.50	0.10	1.80	Cu.M			
	Verandah	1	6.00	1.20	0.10	0.72	Cu.M			
	Plinth wall	3	6.00	0.45	0.10	0.81	Cu.M			
		2	9.00	0.45	0.10	0.81	Cu.M			
Room	1	9.00	6.00	0.10	5.40	Cu.M				
Total						<b>9.54</b>	Cu.M			
6	PWD(WB)/BUILDING WORKS/Page-26/Item-10 Ordinary cement concrete (mix 1:1.5:3) with graded stone chips (20mm nominal size) excluding shuttering and reinforcement, if any, in ground floor as per relevant codes.									
	6.01 (ii) River bazree.									
	Foundation	8	1.50	1.50	0.30	5.40	Cu.M			
	Tie beam	3	6.00	0.30	0.30	1.62	Cu.M			
		2	9.00	0.30	0.30	1.62	Cu.M			
	Columns upto P.L	8	0.30	0.30	1.28	0.92	Cu.M			
	Columns upto top	8	0.30	0.30	3.00	2.16	Cu.M			
	Beams	3	6.00	0.30	0.30	1.62	Cu.M			
		2	9.00	0.30	0.30	1.62	Cu.M			
	Varendah beam	3	1.20	0.30	0.23	0.25	Cu.M			
	Lintels	2	6.00	0.10	0.10	0.12	Cu.M			
		2	9.00	0.10	0.10	0.18	Cu.M			
		1	7.77	0.10	0.10	0.08	Cu.M			
		2	1.20	0.10	0.10	0.02	Cu.M			
	Total						<b>15.61</b>	Cu.M		
	PWD(WB)/BUILDING WORKS/Page-43/Item-40(2nd corrigenda)									

<p><b>7</b></p> <p>7.01</p> <p>7.02</p>	<p>Reinforcement for reinforced concrete work in all sorts of structures including distribution bars, stirrups, binders etc. initial straightening and removal of loose rust (if necessary), cutting to requisite length, hooking and bending to correct shape, placing in proper position and binding with 16 gauge black annealed wire at inter-section, complete as per drawing and direction. (a) For works in foundation, basement and up to roof of ground floor/up to 4m. Tor steel/Mild steel.</p> <p>other than SAIL/TATA/RINL/JSW/JSPL/Shyam/SRMB/ISSL/BMASL/Electrosteel take 1.1% of CC</p>	<table border="1"> <tr> <td>1.1/100*15.58*7.850</td> <td>1.350</td> <td>MT</td> </tr> <tr> <td><b>Total</b></td> <td><b>1.350</b></td> <td><b>MT</b></td> </tr> </table>	1.1/100*15.58*7.850	1.350	MT	<b>Total</b>	<b>1.350</b>	<b>MT</b>																																																																															
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<p><b>8</b></p> <p>8.01</p>	<p>PWD(WB)/BUILDING WORKS/Page-42/Item-36 Hire and labour charge for shuttering with centring and necessary staging up to 4 m. using approved stout props and thick hard wood planks of approved thick ness with required bracing for concrete slabs, beams, columns, lintels curved or staight including fitting fixing and striking out after complection of works. (up to roof of ground floor). (a) 25 mm. to 30 mm. thick wooden shuttering as per decision &amp; direction of the Engineer-in-charge. . for pcc</p> <table border="1"> <tr> <td>Foundation</td> <td>8</td> <td>6.00</td> <td>0.10</td> <td>4.80</td> </tr> <tr> <td>for rcc</td> <td></td> <td></td> <td></td> <td></td> </tr> <tr> <td>Foundation</td> <td>8</td> <td>6.00</td> <td>0.30</td> <td>14.40</td> </tr> <tr> <td>column upto PL</td> <td>8</td> <td>1.20</td> <td>1.28</td> <td>12.29</td> </tr> <tr> <td>column upto top</td> <td>8</td> <td>1.20</td> <td>3.00</td> <td>28.80</td> </tr> <tr> <td>Tie beam</td> <td>3</td> <td>6.00</td> <td>0.60</td> <td>10.80</td> </tr> <tr> <td></td> <td>2</td> <td>9.00</td> <td>0.60</td> <td>10.80</td> </tr> <tr> <td>Beams</td> <td>3</td> <td>0.90</td> <td>6.00</td> <td>16.20</td> </tr> <tr> <td></td> <td>2</td> <td>0.90</td> <td>9.00</td> <td>16.20</td> </tr> <tr> <td>Verandah beam</td> <td></td> <td></td> <td></td> <td></td> </tr> <tr> <td></td> <td>3</td> <td>0.90</td> <td>1.20</td> <td>3.24</td> </tr> <tr> <td>Lintels</td> <td>2</td> <td>6.00</td> <td>0.20</td> <td>2.40</td> </tr> <tr> <td></td> <td>2</td> <td>9.00</td> <td>0.20</td> <td>3.60</td> </tr> <tr> <td></td> <td>1</td> <td>7.77</td> <td>0.20</td> <td>1.55</td> </tr> <tr> <td></td> <td>2</td> <td>1.20</td> <td>0.20</td> <td>0.48</td> </tr> <tr> <td><b>Total</b></td> <td></td> <td></td> <td></td> <td><b>125.56</b></td> </tr> </table>	Foundation	8	6.00	0.10	4.80	for rcc					Foundation	8	6.00	0.30	14.40	column upto PL	8	1.20	1.28	12.29	column upto top	8	1.20	3.00	28.80	Tie beam	3	6.00	0.60	10.80		2	9.00	0.60	10.80	Beams	3	0.90	6.00	16.20		2	0.90	9.00	16.20	Verandah beam						3	0.90	1.20	3.24	Lintels	2	6.00	0.20	2.40		2	9.00	0.20	3.60		1	7.77	0.20	1.55		2	1.20	0.20	0.48	<b>Total</b>				<b>125.56</b>						
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<b>Total</b>				<b>125.56</b>																																																																																			
<p><b>9</b></p>	<p>PWD(WB)/BUILDING WORKS/Page-16/Item-16 125 mm. thick brick work with 1st class bricks in cement mortar (1:4) in ground floor.</p>																																																																																						

walls	2	6.00	2.70		32.40	Sq.M			
	2	9.00	2.70		48.60	Sq.M			
Varendah wall	1	7.77	0.90		7.00	Sq.M			
	2	1.20	0.90		2.16	Sq.M			
Deduction									
W	-7	1.20	1.50		-12.60	Sq.M			
D	-1	1.10	2.40		-2.64	Sq.M			
Total					<b>74.92</b>	Sq.M			
<b>10</b>	PWD(WB)/BUILDING WORKS/Page-189/Item-1 Plaster ( to wall, floor, ceiling etc.) with sand and cement mortar including rounding off or chamfering corners as directed and raking out joints including throating, nosing and drip course, scaffolding/staging where necessary (ground floor). [Excluding cost of chipping over concrete surface].								
10.01	(iii) with 1:4 cement mortar.								
10.02	(a) 20 mm.thick plaster.								
walls	4	6.00	3.00		72.00	Sq.M			
	4	9.00	3.00		108.00	Sq.M			
varendah wall	4	1.20	0.90		4.32	Sq.M			
	2	7.62	0.90		13.72	Sq.M			
Deduction									
W	-7	1.50	1.50		-15.75	Sq.M			
D	-1	1.10	2.40		-2.64	Sq.M			
Total					<b>179.65</b>	Sq.M			
<b>11</b>	PWD(WB)/BUILDING WORKS/Page-107/Item-20(3rd corri-addenda) Supplying, fitting and fixing windows and ventilators with or without integrated grills conforming to IS 1038-1975 and manufactured from rolled steel sections conforming to IS 7452-1974 with non-friction projecting type, box type hinges, glazing clips, lugs locking bracket, handle plate etc, including hoisting in position, straightening if required, fixing lugs in cement concrete ( 1:2:4) with stone chips 20mm down cutting holes and mending good damages to match with existing surface complete in all respect excluding glazing.(Add extra @ 1.2 % for each additional floors upto 4th floor and @1.5% for each addl. Floor above 4th floor.)In Ground floor Flash butt welded windows and ventilators(No shop priming will be allowed to facilitate inspection.								
11.01	(b) Openable steel windows as per IS sizes with side hung shutters and horizontal glazing bars. [The extra rate admissible for the openable portion only]								
11.00	W	7	1.50	1.50	15.75	Sq.M			
Total					<b>15.75</b>	Sq.M			
PWD(WB)/BUILDING WORKS/Page-114/Item-1									

12	Wood work in door and window frame fitted and fixed in position complete including a protective coat of painting at the contact surface of the frame excluding cost of concrete, Iron Butt Hinges and M.S clamps. (The quantum should be corrected up to #REF! (i) Other Local Wood.								
	D	1	5.3	0.1	0.09	0.05			
	Total					0.05	Cum		
13	PWD(WB)/BUILDING WORKS/Page-140/Item-4 Supplying, fitting and fixing M.S. clamps for door and window frame made of flat bent bar, end bifurcated with necessary screws etc. by cement concrete(1:2:4) as (b) 40mm X 6mm, 250mm Length								
	D	1	6			6.00	Nos		
	Total					6.00	Nos		
14	PWD(WB)/BUILDING WORKS/Page-154/Item-40 Panel shutters of door and window, as per design (each panel consisting of single plank without joint), including fitting and fixing the same in position but excluding the cost of hinge and other fittings. In ground floor. (In case of non-supply of single plank. penal rate of (iii) 35mm thick shutters with 19mm thick panel of size 30 to 45 cm. (c) Other Local Wood.								
	D	1	1.1		2.1	2.31	Sqm		
	Total					2.31	Sqm		
1	PWD(WB)/BUILDING WORKS/Page-154/Item-40 Glazed shutters of doors, windows, fan light, clerestory windows etc. as per design (with ordinary glass of 7.4kg./sq.m. 3mm. Thick) fitted with putty bed and teak wood bead and nails including fitting and fixing shutter in position but excluding the cost of hinges and other fittings. cost of glass, putty, wooded beads								
	V	1	1.1		0.3	0.33	Sqm		
	Total					0.33	Sqm		
15	PWD(WB)/BUILDING WORKS/Page-140/Item-5 Iron butt hinges of approved quality fitted and fixed with steel screws, with ISI mark. (viii) 100mm. X 75mm. X 3.50mm.								
	D	1	3			3.00	Nos		
	Total					3.00	Nos		
PWD(WB)/BUILDING WORKS/Page-144/Item-26									

16	Anodised aluminium barrel / tower / socket bolt (full covered) of approved manufactured from extruded section conforming to I.S. 204/74 fitted and fixed with cadmium plated screws: (v) 150mm long x 12mm dia. Bolt								
	D	1	2		2.00	Nos			
	Total				2.00	Sq.M			
17	PWD(WB)/BUILDING WORKS/Page-145/Item-28 Anodised aluminium Aldrop / Sliding bolts of approved quality manufactured from extruded section conforming to I.S. specification (I.S. 2681/66) fitted and fixed complete. (i) 250mm x 16mm dia bolt.								
	D	1	1		1.00	Nos			
	Total				1.00	Sq.M			
18	PWD(WB)/BUILDING WORKS/Page-145/Item-30 Anodised aluminium D-type handle of approved quality manufactured from extruded section conforming to I.S. specification (I.S. 230/72) fitted (a) With continuous plate base (Hexagonal/ Round (vii) 150 mm grip x 12 mm dia rod.								
	D	1	2		2.00	Nos			
	Total				2.00	Sq.M			
19	PWD(WB)/BUILDING WORKS/Page-205/Item-2(i) Supplying best Indian sheet glass panes set in putty (as per I.S specification) and fitted and fixed with teak wood beads and nails complete. (In all floors for internal wall & upto 6 m height for external wall) (i) 3 mm thick (weighing 7.4 kg/Sq.m)								
	W	7	1.50	1.50	15.75	Sq.M			
	V	1	1.10	0.30	0.33	Sq.M			
	Total				16.08	Sq.M			
20	PWD(WB)/BUILDING WORKS/Page-200/Item-1 b (b) Priming one coat on timber or plastered surface with synthetic oil bound primer of approved quality including smoothening surfaces by sand papering (This item is applicable to new work or old work when the original surface has been exposed by removal of old paint.)								
	D	1	1.2	2.4	2.88	Sq.M			
	Total				2.88	Sq.M			
21	PWD(WB)/BUILDING WORKS/Page-200/Item-1 a (a) Priming one coat on steel or other metal surface with synthetic oil bound primer of approved quality including smoothening surfaces by sand papering								
	W	7	1.50	1.50	15.75	Sq.M			
	Total				15.75	Sq.M			



<p>PWD(WB)/BUILDING WORKS/Page-198a/Item-5</p> <p><b>22</b> Rendering the Surface of walls and ceiling with White Cement base WATER PROOF wall putty of approved make &amp; brand.(1.5 mm thick)</p> <p>Qty.vide item no.10</p> <p style="text-align: right;">Total</p>	<p>179.65</p> <p><b>179.65</b></p>	<p>Sq.M</p> <p>Sq.M</p>						
<p>PWD(WB)/BUILDING WORKS/Page-200/Item-2 a</p> <p><b>23</b> A) Painting with best quality synthetic enamel paint of approved make and brand including smoothening surface by sand papering etc. including using of approved putty etc. on the surface, if necessary</p> <p>(a) On timber or plastered surface : With super gloss (hi-gloss) - (iv) Two coats (with any shade except white)</p> <p>D</p> <table border="1" data-bbox="431 695 852 730"> <tr> <td style="width: 100px;">1</td> <td style="width: 100px;">1.1</td> <td style="width: 100px;">2.4</td> </tr> </table> <p>Qty.vide item no.22</p> <p style="text-align: right;">Total</p>	1	1.1	2.4	<p>2.64</p> <p>179.65</p> <p><b>182.29</b></p>	<p>Sqm</p> <p>Sqm</p> <p>Sqm</p>			
1	1.1	2.4						
<p><b>24</b> (b) On steel or other metal surface : With super gloss (hi-gloss) - (iv) Two coats (with any shade except white)</p> <p>W</p> <table border="1" data-bbox="431 926 852 961"> <tr> <td style="width: 100px;">7</td> <td style="width: 100px;">1.5</td> <td style="width: 100px;">1.5</td> </tr> </table> <p style="text-align: right;">Total</p>	7	1.5	1.5	<p>15.75</p> <p><b>15.75</b></p>	<p>Sqm</p> <p>Sqm</p>			
7	1.5	1.5						
<p>PWD(WB)/BUILDING WORKS/Page-100/Item-2(3rd corri-addenda)</p> <p><b>25</b> M.S. structural works in roof trusses with tubular sections conforming to IS: 806-1968 &amp; IS: 1161-1998 cnnected to one another with bracket, gusset cleats as per design, direction of Engineer-in-charge complete including cutting to requisite size, fabrication with necessary metal arc welding conforming to IS: 816-1969 &amp; IS: 9595 using electrodes of approved make and brand conforming to IS:814- 2004, haulage, hoisting and erection all complete. The rate includes the cost of rolled steel section, consumables such as electrodes, gas and hire charge of all tools and plants and labour required for the work including all incidental chages such as electricity charges, labour insurance charges etc. Payment to be made on the basis of calculated weight of structural tubular memebtrs as specified in relevent IS code in finished work. Payment for gusset, bracket, cleat may be made by adding the actual weight of such items with weight of finished structural members. The rates are considered for a height of erection 8 m. / 2nd floor level from the ground. Add 1.5 % extra over the rate</p> <p>i) For trusses spanning up to 12.00 m</p> <p>50mmX50mmX4mm</p>								

king post	5	1.43			7.16	m			
Principal rafter	5	9.45			47.26	m			
Struts	10	0.90			9.00	m			
	10	0.45			4.50	m			
Braces	10	1.50			15.00	m			
	10	1.20			12.00	m			
Tie	2	9.00			18.00	m			
	2	7.32			14.63	m			
Purlin	8	10.67			85.37	m			
Total					<b>212.92</b>	m			
233.44m @5.72kg/m					<b>1217.90</b>	kg			
					<b>1.22</b>	M.T			
<b>26</b>	PWD(WB)/BUILDING WORKS/Page-81/Item-9i)a Galvanised corrugated iron sheet work (excluding the supporting frame work) fitted and fixed with 10 mm. dia J or L hook-bolts, limpet and bitumen washers and putty complete with 150 mm. end lap and one corrugation minimum side lap. (Payment to be made on area of finished work)(GCI sheet to be supplied								
	(i) In Roof:-								
	a) With 0.60 mm thick sheet								
roof	2	10.67	4.42		94.34	Sqm			
Total					<b>94.34</b>	Sqm			
<b>27</b>	PWD(WB)/BUILDING WORKS/Page-84/Item-18 Aluminium sheet ridging fitted with self tapping screws, EPDM washers etc complete.(Minimum 225mm end (A) 300 mm lapping each way								
	(b) With 0.91 mm sheet								
roof	1	10.67			10.67	m			
Total					<b>10.67</b>	m			
<b>28</b>	PWD(WB)/BUILDING WORKS/Page-82/Item-11 Galvanised iron sheet eaves gutter fitted and fixed with necessary 50 mm X 6 mm M.S flat bar clamps bent to design, bolts, nuts, washers etc. complete. Eaves								
	(a) 300 mm. wide gutter								
roof	2	10.67			21.34	m			
Total					<b>21.34</b>	m			
PWD(WB)/BUILDING WORKS/Page-165/Item-18									

29

Providing False Ceiling made with framework of steel tube of 40mm x 20mm of not less than 18 gauge, the long and cross section will be welded with each other 1000mm to 1200mm apart the entire framework will be fixed in wall using rawlplug or gutties or screws etc. and suspended from ceiling with M.S flat 19mmx3mm as necessary, the entire frame will be painted with red oxide. PRINTED LAMINATED P.V.C Section 150mm x 12mmx 1.00mm (+/- 0.01mm) of approved quality and colour will be fixed on the frame so that the entire framework will not be visible from below P.V.C Section will be fixed with the frame with the help of self tapping steel screws including all materials and labour charges including fitting, fixing the same and hoisting including mending the damages in all respect and cost of paint as required as per direction of Engineer-in-Charge. In ground floor.

Ceiling	1	9.00	6.00	54.00	Sqm
varendha	1	6.00	1.20	7.20	Sqm
Total				<b>61.20</b>	Sqm

30

PWD(WB)/BUILDING WORKS/Page-212/Item-21  
 Supplying, fitting & fixing UPVC pipes A- Type and fittings conforming to IS:13592-1992 with all necessary clamps nails, including making holes in walls, floor etc. cutting trenches in any soil through masonry concrete structures etc if necessary and mending good damages including joining with jointing materials (Spun Yarn, Valamoid/Bitumen/M-Seal etc) complete.  
 A) UPVC Pipes:  
 (ii) 110 mm. Dia.

4	3.00		12.00
Total			<b>12.00</b> m

31 Supplying and laying true to line and level vitrified tiles of approved brand (size not less than 600 mm X 600 mm X 10 mm thick) in floor, skirting etc. set in 20 mm sand cement mortar (1:4) and 2 mm thick cement slurry back side of tiles using cement @ 2.91Kg./sqM or using polymerised adhesive (6 mm thick layer applied directly over finished artificial stone floor/Mosaic etc without any backing course) laid after application slurry using 1.75 Kg of cement per sqM below mortar only, joints grouted with admixture of white cement and colouring pigment to match with colour of tiles / epoxy grout materials of approved make as directed and removal of wax coating of top surface of tiles with warm water and polishing the tiles using soft and dry cloth upto mirror finish complete including the cost of materials, labour and all other incidental charges complete true to the manufacturer's specification and direction of Engineer in Charge. (White cement)

(I) With application slurry @1.75 kg/ Sq.m, 20 mm sand cement mortar (1:4) & 2 mm thick cement slurry at (B) Light Colour

Room	1	6.00	9.00		54.00
varendha	1	9.00	1.20		10.80
skirting	2	6.00	0.10		1.20
	2	9.00	0.10		1.80
Deduction D	-1	1.10	2.40		-2.64

Total **65.16** Sqm

**TENDER DOCUMENT FOR CONSTRUCTION OF 01 x TEMPORARY CLASSROOM IN SCHOOL ARMY  
PUBLIC SCHOOL KALIMPONG**

1. Bids are invited for construction of 01 x temporary classroom in school premises of Army Public School, Kalimpong.

2. The address and contact numbers for sending bids or seeking clarifications regarding this tender docu are given below :-

- |     |                                           |                                                                                           |
|-----|-------------------------------------------|-------------------------------------------------------------------------------------------|
| (a) | Bids/queries to be addressed to           | <b>Principal<br/>APS Kalimpong<br/>Durbin Dara<br/>Kalimpong-734301</b>                   |
| (b) | Postal address for sending the Bids       | <b>APS Kalimpong<br/>Durbin Dara<br/>Kalimpong-734301</b>                                 |
| (c) | Name/designation of the contact personnel | <b>: Mrs Shova Pradhan</b>                                                                |
| (d) | Telephone no of the contact personnel     | <b>: 9434464110</b>                                                                       |
| (e) | E-Mail ID of contact personnel            | <b>: <a href="mailto:armyschoolkalimpong@gmail.com">armyschoolkalimpong@gmail.com</a></b> |

3. This tender docu is divided into five Parts as follows :-

- (a) **Part I** - Contains General Information and Instructions for the bidders 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) in the form of Bill of Quantities (BoQ),
- (c) **Part III** - Contains Standard Conditions of contract, which will form part of the Contract with the successful Bidder.
- (d) **Part IV** - Contains Special Conditions and which will also form part of the contract with the successful Bidder.
- (e) **Part V** - Contains Evaluation Criteria for Price Bids.

4. This tender is being issued with no financial commitment and the Buyer reserves the right to change or vary any part thereof at any stage. Buyer also reserves the right to withdraw the tender, should it become necessary at any stage.

5. Please ack this letter with the certificate of having received & read the tender duly signed :-

"I/We am/are in possession of a complete set of tender docu issued by you, and have understood, and agree to abide by the above instructions as well as those contained in the contract forms. The attached tender docus duly completed and signed are submitted herewith."

Date:

\_\_\_\_\_  
(Signature of Tenderer)

\_\_\_\_\_  
(Name in Block letters) (Proprietor/Partner)

**PART I - GENERAL INFORMATION**

1. Bids are invited through Domestic Competitive Bidding in Single Stage, for and on behalf of **Principal APS, Kalimpong** from eligible bidders for the work "Construction of 01 x temporary Classroom in school premises of Army Public School at Kalimpong Military Station".

2. Brief details of the tender are as enumerated:-

<b>S No</b>	<b>Details</b>	<b>Description</b>
(a)	Name of Work	Construction of 01 x temporary Classroom in school premises of Army Public School as per BOQ and sketches attached
(b)	Period of Completion	90 days
(c)	Type of Contract	Construction Works
(d)	<u>Information &amp; Details</u>	
(e)	(i) Date of publishing tender	As per advertisement
	(ii) Bid Submission start date	
	(iii) Last date of closing of bid submission	
	(iv) Date of bid opening	
(v) Mode of tendering	Open Tender, News paper advertisement Cover: single cover.	
(f)	Bid Security (EMD)	Rs 30,000/- (Rupees Thirty thousand only) should be submitted in the form of demand draft in favour of "Army Public School Kalimpong". Payable at "Kalimpong" or in the form of irrevocable Bank Guarantee (BG) issued by an Indian Nationalized Bank or any scheduled commercial bank of India.
(g)	Period of Bid Validity	90 days from the date of bidding
(h)	Tender inviting Authority.	Principal APS Kalimpong

**Eligible Bidders**

3. This Invitation for Bid is open to:

(a) Bidders who are incorporated legal entity if they are legally and financially autonomous and operate under commercial law of their respective jurisdiction.

(b) All bidders meeting the Qualification criteria as defined in Para 4 ibid.

4. Bidders shall not have been banned/ de-listed/ black listed/ debarred from business by any PSU/ Govt. Department during last 03 (three) years on the following ground:-

(a) If the security consideration, including questions of loyalty of the Agency to Defence Services so warrants.

(b) If the director /Employer of the Agency, proprietor or partner of the firm, is convicted by a Court of Law for offences involving moral turpitude in relation to its business dealings with the Government or any other public sector enterprises, during the last five years.

(c) If business dealings with the Agency have been banned by MoD, Government of India.

(d) If the Agency has resorted to corrupt, fraudulent practices including misrepresentation of facts;

(e) If the Agency uses intimidation / threatening or brings undue outside pressure on BOO or its official for acceptance / performances of the job under the contract;

(f) If the Agency misuses the premises or facilities of the Indian Army, forcefully occupies or damages the defence properties including land, resources, forests / trees or tampers with documents/ records etc. (Note: The examples given above are only illustrative and not exhaustive. The Competent Authority may decide to ban business dealing for any good and sufficient reason).

5. The Bidders whose contract(s) have been terminated due to poor performance by employer, shall not be allowed to participate in the bidding process for next 5 years w.e.f the date of notification of termination.

### **Qualification of the Bidder**

6. All bidders shall include copies of original documents defining the constitution or legal status, place of registration, and principal place of business; written power of attorney of the signatory of the Bid to commit the Bidder.

7. To qualify for award of the Contract, each bidder should have:-

(a) Satisfactorily completed, in last five year, at least one similar work (Construction Work) equal in value to 80% of the estimated cost of work or two works equal in value to 50% of estimated cost of work or three works equal in value to 40% of the estimated cost of works.

(b) Copy of TDS may be submitted, in case of work done certificate is issued by Non Govt Organization.

8. Each bidder must also produce PAN No, GSTIN Registration No. and EPF Registration No, wherever applicable.

### **Time for Completion**

9. The successful bidder shall complete the entire work within three months to be reckoned from the date of issue of Letter of Acceptance.

10. **Last date and time for depositing the Bids.** Bids will be submitted in a single stage in **Single cover** in the tender box kept in the office of the Principal, APS Kalimpong.

11. **Manner of Depositing the Bids.** The Bids will be submitted in **single cover** as follows :-

(a) **Single Cover (Technical/Eligibility Criteria).** Following documents will be submitted :-

(i) Stamped and signed copy of the undertaking by the bidder, as per **Appendix 'A' to Tender docu** under their original memo/ letter pad inter alia furnishing details like GSTN, Bank address with NEFT Account, if applicable, etc and complete postal & e-mail address of their office.

(ii) Self Declaration in respect of the fact that firm is not blacklisted, as per the format attached as **Appendix 'B' to Tender docu.**

(iii) Technical Specification of items as per **Appendix 'C' to tender documents.** It will contain filled **Bill of Quantities (BoQ).** Contractor will fill all the details in **the BOQ.** Violation will render the bid invalid. BoQ is att as **Appx 'D'** to tender docu.

(iv) All other requisite docus as per Para 6, 7 & 8 above.

12. **Time and date for Opening of Bids.** **After ten days from the date of advertisement.** If due to any exigency, the due date for opening of the Bids is declared a closed holiday, they will be opened on the next working day at the same time or on any other day/time, as intimated by the authority inviting tenders.

13. **Location of the Tender Box.** **Principal APS Kalimpong.** Only those Bids that are found in the tender box will be opened. Bids dropped in the wrong Tender Box will be rendered invalid.

14. **Place of Opening of the Bids.** **Principal APS Kalimpong.** The Bidders may depute their representatives, duly authorized in writing, to attend the opening of bids on the due date and time. This event will not be postponed due to non-presence of your representative.

15. **Clarification regarding contents of the Tender Docu.** A prospective bidder who requires clarification regarding the contents of the bidding documents shall notify to the Buyer in writing about the clarifications sought not later than 7 days prior to the date of opening of the Bids. Copies of the query and clarification will be sent to all prospective bidders who have received the bidding documents.

16. **Clarification Regarding Contents of the Bids.** During evaluation and comparison of bids, the **Principal APS Kalimpong** may, at its discretion, ask the bidder for clarification of his bid. The request for clarification will be given in writing and no change in prices or substance of the bid will be sought, offered or permitted. No post-bid clarification on the initiative of the bidder will be entertained.

17. **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 tenders will be rejected.**

18. **Unwillingness to quote.** Bidders unwilling to quote should ensure that intimation to this effect reaches before the due date and time of opening of the Bid, failing which the defaulting Bidder may be delisted for the given range of items as mentioned in this Tender Documents.

19. **Validity of Bids.** The Bids should remain valid till **90 days** from the last date of submission of the Bids.

20. **Cost of Tender Document.** The contractor can obtain the bid document from school website [www.apskalimpong.org](http://www.apskalimpong.org)

21. **Earnest Money Deposit.** Bidders are required to submit Earnest Money Deposit (EMD) for amount Rs 30,000/- (Rupees Thirty thousand only) along with their bids. The EMD may be submitted in the form of an Account Payee Demand Draft, Fixed Deposit Receipt, Banker's Cheque. EMD of the unsuccessful bidders will be returned to them at the earliest after expiry of the final bid validity and latest on or before the 30<sup>th</sup> day after the award of the contract. The Bid security of the successful bidder would be returned, without any interest whatsoever, after the receipt of Performance Security from them as called for in the contract for the same services. The EMD will be forfeited if the bidder withdraws or amends impairs or derogates from the tender in any respect within the validity period of their tender.

22. **Cost of Bidding** The Bidder shall bear all costs associated with the preparation and submission of his Bid, and the Employer will, in no case, be responsible or liable for those costs, regardless of the outcome of the Bidding process.

## **PART II OF TENDER DOCUMENT - ESSENTIAL DETAILS OF ITEMS/SERVICES REQUIRED**

1. **Schedule of Requirements.** Construction of 01 x temporary classroom in school premises of Army Public School, Kalimpong Military Station as per Technical Specification at Appendix 'C' of this tender document.

## **PART III OF TENDER DOCUMENT - STANDARD CONDITIONS**

The Bidder is required to give confirmation of their acceptance of the Standard Conditions of the Tender Document 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.

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 signature of both the parties on the contract except when some other effective date is mutually agreed to & specifically indicated / provided in 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.



4. **Penalty for use of Undue influence.** The Seller 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 for bearing 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 disfavor to any person in relation to 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 offers 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 Seller confirms and declares to the Buyer that the Seller is the original 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 Seller; 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 Seller 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 LIBOR 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 after placing of supply order to submit the Bonds, Guarantees and Documents, supply the stores/goods/wks and conduct trials, installation of equipment, 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 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.

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 delivery of the material is delayed for causes not attributable to Force Majeure for more than (30 days) after the scheduled date of delivery.

(b) The Seller is declared bankrupt or becomes insolvent.

(c) The delivery of material is delayed due to causes of Force Majeure by more than (02 months) 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.

(e) As per decision of the Arbitration Tribunal.

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 by e-mail 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 manufacture or use. The Seller shall be responsible for the completion of the supplies 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.

14. **Taxes and Duties.**

(a) **In case of Foreign Bidder.** NA.

(b) **In case of Indigenous Bidder.**

(i) **General.**

(aa) If bidder desires to ask for excise duty or sales tax/VAT extra, the same must be specifically stated. In the absence of any such stipulate on, it will be presumed that the prices include all such charges and no claim for the same will be entertained.

(ab) If reimbursement of any duty/tax 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 duty/tax will be entrained after the opening of tenders.

(ac) If a bidder chooses to quote a price inclusive of any duty/tax and does not confirm inclusive of such duty/tax so included in firm and final, he should clearly indicate the rate of such duty/tax and quantum of such duty/tax included in the price. Failure to do so may result in ignoring of such offers summarily.

(ad) If a bidder is exempted from payment of any duty/tax upto any value of supplies from them, he should clearly state that no such duty/tax will be charged by him up to the limit of exemption which he may have. If any concession is available in regard to rate/quantum of any duty/tax, it should be brought out clearly. Stipulations like, the said duty/tax was 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 bidder that such duty/tax 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 such duty/tax which is normally applicable on the item in question for the purpose of comparing their prices with other bidders.

(ae) Any change in any duty/tax upward/downward as a result of any statutory variation in excise taking place within contract terms shall be allowed to the extent of actual quantum of such duty/tax paid by the supplier. Similarly, in case of downward revision in any duty/tax, the actual quantum of reduction of such duty/tax shall be reimbursed to the buyer by the seller. All such adjustments shall include all reliefs, exemptions, rebates, concession etc, if any obtained by the seller.

## **PART IV OF TENDER DOCUMENT - SPECIAL CONDITIONS**

The Bidder is required to give to confirmation of their acceptance of Special Conditions of the tender document 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 Bid submitted by the Bidder.

1. **Performance Guarantee: Indigenous cases** The Bidder will be required to furnish a Performance Guarantee by way of Bank Guarantee through a public sector bank or a private sector bank authorized to conduct government business (ICICI Bank Ltd., Axis Bank Ltd or HDFC Bank Ltd.) for a sum equal to 3% of the contract value within 10 days of receipt of the confirmed order. Performance Bank Guarantee should be valid up to 60 days beyond the date of warranty. The specimen of PBG is given in Form DPM-15 (Available in MoD website and can be provided on request).

2. **Tolerance Clause.** To take case of any change in the requirement during the period starting from issue of tender document till placement of the contract, Buyer reserves the right to 10% plus/minus increase or decrease the quantity of the required goods upto that limit without any change in the terms & conditions and prices quoted by the Seller. While awarding the contract, the quantity ordered can be increased or decreased by the Buyer within this tolerance limit.

3. **Payment Terms for Indigenous Sellers.** It will be mandatory for the bidders to indicate their bank account numbers and other relevant e-payment details so that payments could made through ECS/EFT mechanism instead of payment through cheques, wherever feasible. A copy of the model mandate from prescribed by RBI to be submitted by Bidders for receiving payments through ECS is at Form DPM-11 (Available in MoD website and can be given on request). The payment will be made on satisfactory completion of work.

4. **Paying Authority.** Principal, APS Kalimpong.

(a) **Indigenous Sellers.** The payment of bills will be made on submission of the following documents by the Seller to the Payment Authority along with the bill :-

- (i) Ink-signed copy of contingent bill / Seller's bill.
- (ii) Ink-signed copy of Commercial invoice / Seller's bill.
- (iii) CRVs in duplicate.
- (iv) Inspection note.
- (v) Claim for statutory and other levies to be supported with requisite documents / proof of payment such as Excise duty challan, Customs duty clearance certificate, Octroi receipt, proof of payment for EPF/ESIC contribution with nominal roll of beneficiaries, etc as applicable.
- (vi) Guarantee / Warranty certificate.
- (vii). Details for electronic payment viz Account holder's name, Bank name, Branch name and address, Account type, Account number, IFSC code, MICR code (if these details are not incorporated in supply order/contract).
- (viii) User Acceptance (through a BOO).

5. **Specification.** The following Specification clause will form part of the contract placed on successful Bidder- The seller guarantees to meet the **specifications Appendix C of Tender Document**

6. **Quality.** The quality of the stores delivered according to the present Contract shall correspond to the technical conditions and standards valid for enumerated as per tender document (in Appendix C) and shall also include therein modification to the stores suggested by the Buyer. Such modifications will be mutually agreed to. The contractor confirms that the stores to be supplied under this Contract shall be new i.e. not manufactured before (year of Contract), and shall incorporate all the latest improvements and modifications thereto and spares of improved and modified equipment are backward integrated and interchangeable with same equipment supplied by the contractor in the past if any. The contractor shall supply an interchangeability certificate along with the changed part numbers wherein it should be mentioned that item would provide as much life as the original item.

7. **Quality Assurance.** Seller would provide the Standard Acceptance Test Procedure (ATP) within one month of this date of contract. Buyer reserves the right to modify the ATP. Seller would be required to provide all test facilities at his premises for acceptance and inspection by Buyer. The details in this regard will be coordinated during the negotiation of the contract. The item should be of the latest manufacture, conforming to the current production standard and having 100% defined life at the time of delivery.
8. **Inspection Authority.** The Inspection will be carried out by Board of officers.
9. **Warranty.** Except as otherwise provided in the invitation tender, the seller/contractor hereby declares that the work under this contract shall be of the best quality and workmanship and new in all respects and shall be strictly in accordance with the specification and particulars contained/mentioned in contract. The Seller hereby guarantees that the work would continue to conform to the description and quality aforesaid for a period of **12 months** from the date of completion.
10. **Site Visit** The tenderers, in their own interest, should inspect and examine the site and its surroundings and satisfy themselves, before submitting their tender
11. **Structural Consultant /Engr.** The rep of GE 867 EWS in the purchase committee/Board of Offrs or as nominated by the Patron, APS Kalimpong will be the structural consultant and engineer advisor for the work being undertaken by the contractor/seller.
12. **Labour.** The Seller/Contractor shall employ labour in sufficient numbers to maintain the required rate of progress and quality to ensure workmanship of the degree specified in the Contract. The Contractor shall not employ in connection with the works any person who has not completed fourteen years of age in terms of Child Labour (Prohibition and Regulation) Act 1986. The Contractor is encouraged, to the extent practicable and reasonable, to employ staff and labour with appropriate qualifications and experience from the region of the project. Unskilled labour shall be recruited from local region only.
13. **Possession and Use of Site.** The Seller/Contractor shall be responsible to arrange the land for Contractor's infrastructure works namely field office(s), colony, workshop(s), stores, magazines for explosives in isolated locations, assembly-yard, and access thereto over routes as may be required for execution of the Works at his own cost and Engineer in charge shall not be responsible for making available the same.
14. The Seller/Contractor shall provide at his own cost all temporary pathways/roads required at site or to quarries or borrow areas and shall alter, adopt and maintain the same as required from time to time and shall bear all expenses and charges for special or temporary way leaves required by him in connection with access to the site and shall take up and clear them away and make good all damages done to the site as and when no longer required and as and when ordered. The Contractor shall also obtain at his risk and cost, any additional facilities outside the site which he may require for the purpose of the Works.

### **Commencement of Work**

15. The Seller/Contractor shall commence the Work(s) immediately after the issue of Letter of Acceptance and shall proceed with the same with the expedition and without delay If the Contractor commits default in the commencement of work within 10 days of issue of Letter of Acceptance, the MES Rep / Structural Consultant shall without prejudice to any other right or remedy be at liberty to cancel the Contract and forfeit the Performance Guarantee.
16. The Seller/Contractor shall submit along with his tender, the **construction planning, phasing & sequence of construction, time & progress chart within the framework of construction schedule**, for achieving the completion targets of Work(s) as a whole and also of each group/sub- group showing the order or procedure and a statement showing the method and techniques of construction by which the contractor proposes to carry out the Works. Such charts or programme shall be prepared in direct relation to the construction schedule as well as the time stated in the Contract for completion of part of Works. It shall indicate the commencement and completion of various trades or sections of the Works, distribution and balancing of work-load pertaining to construction activities in various structures/component parts of Works into working seasons duly taking into account working months available in each working season and number of working days available for working months, to arrive at seasonal monthly average and seasonal monthly peak progress with corresponding time periods. Contractor shall follow such an agreed planning & scheduling. However, Contractor shall not be relieved from any of his duties, obligations or responsibilities under the Contract.
17. The Contractor shall be deemed to have been satisfied as to the suitability and availability of access routes to the Site. The Contractor shall use reasonable efforts to prevent any road or bridge from being damaged by the Contractor's traffic or by the Contractor's Personnel. These efforts shall include the proper use of appropriate vehicles and routes.

## **Works To Be Carried Out In Accordance With Specifications, Drawings And Orders, Etc**

18. The Seller/Contractor shall execute the Works in the most substantial and workmanlike manner and both as regards material and otherwise in every respect in strict conformity with the Specification (Appx C of tender document) and to the satisfaction of structural consultant. The Contractor shall also conform exactly, fully and faithfully to the designs, drawings, Specifications and instructions in writing in respect of the work, duly signed by Structural Consultant issued from time to time. The Contractor shall take full responsibility for the adequacy of all the site operations and methods of construction. The Contractor shall give prompt notice to Structural Consultant, with a copy to the Employer, of any error, omission, fault or other defect in the design of or Specifications for the Works which he discovers when reviewing the Contract or executing the Works.

### **Deviations**

19. The Structural Consultant shall have powers to make any deviations in the original specifications or drawings or designs of the works or any part thereof that are, in his opinion, necessary at the time of or during the course of execution of the Works. For the aforesaid purpose or for any other reason, if it shall, in the opinion of the MES Rep / Structural Consultant, be desirable, he shall also have the powers to make Deviations, such as (i) Variations in BOQ quantities (ii) Extra and (iii) Alterations or Substitutions of any kind. No such Deviations in the Specifications or Bill of Quantities, as aforesaid, shall in any way vitiate or invalidate the Contract and any such Deviations which the Contractor may be directed to do shall form integral part of the Contract as if originally provided therein and the Contractor shall carry out the same on the same terms & conditions in all respects on which he agreed to do the works under the contract.

### **Construction Equipment**

20. The Seller/Contractor will execute the Works under the Contract, at his cost and shall use such methods and appliances for the purpose of all the operations connected with the Work covered by the Contract which shall ensure the completion of Work(s) within the specified Time for Completion.

21. The tenderer shall submit full details of Construction Equipment proposed to be deployed for the Work in accordance with the Construction schedule. The details of Construction Equipment submitted by the tenderer should conform to the Construction Schedule. The Contractor shall deploy Construction Equipment as per Schedule. Provided further that in case of slow rate of progress of Works, the Contractor shall supplement the Equipment with additional Equipment so as to ensure completion of Works within Time for Completion at no extra cost to Employer.

22. The Contractor shall not remove Construction Equipment, except for purpose of removing it from one part of the Site to another, without written consent of the structural consultant. Provided always that any such approval of Construction Equipment shall not absolve the Contractor of his obligations for due execution of the Works within the Time for Completion as per the Contract.

23. Subject to the availability of any of Employer's Equipment and at the written request of the Contractor, such, Equipment may be issued to the Contractor on hire for being deployed on the Work contracted for, at pre-determined rates, terms and conditions at the sole discretion of the MES Rep / Structural Consultant.

### **Materials**

24. The Seller/Contractor shall at his own expense provide/arrange all materials required for the bonafide use on Works under the Contract. All materials to be provided by the Contractor shall be in conformity with the Specifications laid down in the Contract and the Contractor shall furnish from time to time proof and samples, at his cost, of the materials as may be specified by the MES Rep / Structural Consultant for his approval before use in the Works. The MES Rep / Structural Consultant shall also have powers to have such tests, in addition to those specified in the Contract, as may be required and the Contractor shall carry out the same. The cost of materials consumed in such tests and also expenses incurred thereon shall be borne by the Contractor in all cases except when the materials are agreed to be issued by the Employer under the Contract and also where such tests which are in addition to those provided in the Contract.

### **Power Supply**

25. The Employer, if requested by the Seller/Contractor will provide full assistance to the Contractor to obtain construction power from grid to meet part requirement as standby arrangement. Contractor will not have any claim, if construction power is not available from the grid. The Contractor will also be responsible for making all payments to the concerned authorities and will make no claims if the power is not available due to grid failure or otherwise. The Contractor shall make arrangements for the full anticipated requirement of construction power

by installing Diesel Generating sets and operate these sets for generation of power required for execution of Works under the Contract, at no extra cost to the Employer. No payment shall be made by the Employer for generation, distribution and consumption of electricity in execution of Works by the Contractor.

### **Supply of Water**

26. The Seller/Contractor shall make his own arrangements for water required for and in connection with the work at his cost. It shall be the responsibility of the Contractor to satisfy himself that the water arranged by him is fit for construction & consumption & he shall adequately treat such water whenever it is not found fit for the said purposes.

### **Watching and Lighting**

27. The Seller/Contractor shall provide and maintain at his expense all lights, guards, fencing and watching when and where necessary or as required by the MES Rep / Structural Consultant for the protection of the works or for the safety and convenience of those employed on the works or the public.

### **Work During Night or On Sundays and Holidays**

28. Subject to any provisions to the contrary contained in the Contract, the Contractor shall have the options to carry out the works continuously during night, Sunday or holidays, without any additional cost to Employer.

### **Site Drainage, Protection of Trees and Prevention of Nuisance**

29. The Seller/Contractor shall, throughout the execution and completion of the Works and remedying of any defects therein have full regard for the safety of all persons entitled to be upon the Site and keep the Site (so far as the same is under his control) and the Works (so far as the same are not completed or occupied by the Employer) in an orderly state appropriate to the avoidance of danger to such persons. The Contractor shall endeavour to protect from damage, the trees marked by the MES Rep / Structural Consultant at the site of work or in the lands licensed to him for use under the contract. Where necessary, the contractor shall provide at his expense temporary fencing to protect such trees. No tree shall be cut unless authorised by MES Rep / Structural Consultant in writing to do so.

30. The Contractor shall at no time, cause or permit any nuisance on the site or cause any thing which shall cause unnecessary disturbance or inconvenience to the public in general and owners / tenants / occupants of adjacent properties.

### **Termination of Contract on Death**

31. If the Seller/Contractor is an individual or a proprietary concern and the individual or the proprietor dies, or if the Contractor is a partnership concern and one of the partners dies, then, unless the MES Rep / Structural Consultant is satisfied that the legal representatives of the individual Contractor or of the proprietor of the proprietary concern and in the case of partnership, the surviving partners are capable of carrying out and completing the contract, the MES Rep / Structural Consultant shall be entitled to terminate the Contract as to its uncompleted part without the Employer being in any way liable to payment of any compensation whatsoever on any account to the estate of the deceased Contractor and/or to the surviving partners of the Contractor's firm on account of termination of the Contract. The decision of the MES Rep / Structural Consultant that the legal representatives of the deceased Contractor or the surviving partners of the Contractor's firm cannot carry out and complete the Works under the Contract shall be final and binding on the parties. In the event of such termination, the Corporation shall not hold the estate of the deceased Contractor and/or the surviving partners of the Contractors firm liable for damages for not completing the Contract. Provided that the power of the Engineer-in-charge of such termination of Contract shall be without prejudice to any other right or remedy, which shall have accrued or shall accrue to him under the Contract.

### **Default by The Seller/Contractor and Termination of Contract in Full or in Part:-**

32. If the Seller/Contractor:-

(a) Commits default in complying with or commits breach of any of the conditions of the Contract and does not remedy it or take effective steps to remedy it immediately after a notice in writing is given to him by the Structural Consultant/ MES Rep.

(b) Fails to complete the Works or any item of Works within the time specified in Schedule 'C' or any extended time under the Contract and does not complete the Work(s) or any item of Work(s) within the period specified in a notice given in writing by the MES Rep / Structural Consultant.

(c) Is engaged in corrupt or fraudulent or Collusive or Coercive practices in competing for or in the execution of the Contract, then the Employer may, after giving 14 days notice to the Contractor, terminate the contract and expel him from the Site. The Contractor shall not be entitled for any compensation whatsoever under this clause. For the purpose of this clause:-

- (i) **'Corrupt Practice'** means offering, giving, receiving or soliciting of anything of value to influence the action of a public official in the procurement or execution of Contract.
- (ii) **'Fraudulent Practice'** means mis-representation of fact in order to influence the tendering process or the execution of a Contract and includes collusive practice among bidders (prior to or after bid submission) designed to establish bid prices at artificial non-competitive levels and to deprive the employer of the benefits of free and open competition.
- (iii) **'Collusive Practice'** means a scheme or arrangement between two or more bidders, with or without the knowledge of Borrower/Employer, designed to establish Bid prices at artificial, non-competitive levels.
- (iv) **'Coercive Practice'** means harming or threatening to harm, directly or indirectly, person or their property to influence or affect the execution of Contract.

(d) Being an individual, or if a firm, any partner thereof, shall at any time be adjudged insolvent or have a receiving order or order for administration of his estate made against him or shall take any proceedings for liquidation for the purpose of amalgamation or reconstruction under any insolvency Act for the time being in force or make any conveyance or assignment of his effective or composition or arrangement for the benefit of his creditors or purport as to do, or if any application be made under any insolvency Act for the time being in force for the sequestration of his estate or if a trust deed be executed by him for benefit of his creditors.

(e) Being a company shall pass a resolution or the Court shall make an order for the liquidation of its affairs or a receiver or manager on behalf of the debenture holders shall be appointed or circumstances shall arise which entitle the Court or debenture holders to appoint a receiver or manager.

(f) Shall suffer an execution in an execution being levied on his goods.

(g) Assigns, transfers, sublets (engagement of labour on a piece-work basis or of labour with materials not being incorporated in the work shall not be deemed to be subletting) or attempts to assign, transfer or sublet the entire works or any portion thereof without the prior written approval of the MES Rep / Structural Consultant.

Then the Employer shall have powers to terminate the Contract in full or in part as aforesaid without prejudice to any other right or remedy which shall have accrued or shall accrue of which cancellation notice in writing to the Contractor under the hand of the MES Rep / Structural Consultant shall be conclusive evidence.

33. The Employer shall, on such termination of the Contract, have powers to take possession of the site of work under the contract as well as the land/premises allotted to the contractor for his preliminary, enabling and ancillary works and any materials, constructional equipment, implements, stores, structures etc. thereon. The Employer shall also have powers to carry out the incomplete work by any means or through any other agency or by himself at the risk and cost of the Contractor.

34. If the expenses incurred or to be incurred by the Employer for carrying out and completing the incomplete work or part of the same, are in excess of the value of the work credited/to be credited to the Contractor, the difference shall be paid by the Contractor to the Employer. If the Contractor fails to pay such an amount, as aforesaid, within thirty days of receipt of notice in writing from the MES Rep / Structural Consultant, the MES Rep / Structural Consultant shall recover such amount from any sums due to the Contractor on any account under this or any other contract or from his Security Deposit or otherwise.

35. The MES Rep / Structural Consultant shall have the right to sell any or all the Contractor's unused materials, Constructional Equipment, implements, temporary buildings/structures etc. and apply the proceeds of sale thereof towards the satisfaction of any sums due from the Contractor under the Contract and if thereafter there may be any balance outstanding from the Contractor, the Employer shall have powers to recover the same as debt.

36. All decisions/actions of the MES Rep / Structural Consultant under this clause, as aforesaid, shall be conclusive and binding on the contractor.

### **Payment on Account**

37. Payment of the Contractor's bills shall be made by the Employer within 30 days from the date of submission of the bill subject to the acceptance of the Engineer-in-charge.

38. Payments due to the Contractor shall be made by crossed Cheque/RTGS/NEFT by the Principal APS, Kalimpong or his/her representative. Such cheques shall be issued direct to the Contractor on furnishing a stamped receipt for the amount of the cheque or to his constituted attorney duly authorised to receive such payments.

39. Any Running Account bills given relating to work done or materials delivered, may be modified or corrected by any subsequent Running Account bills or by the final bill. No certificate(s) of the MES Rep / Structural Consultant supporting an Running Account bill shall itself be conclusive evidence that any work or materials to which it relates is/are in accordance with the Contract.

40. In case of disputed items for which payment has been withheld, the MES Rep / Structural Consultant will intimate to the Contractor in writing the details of such disputed items. The Contractor shall submit in writing the clarifications / modifications in regard to this disputed items to the MES Rep / Structural Consultant. After receipt of such clarifications / modifications and acceptance thereof by the Employer payment on receipt of such disputed items shall be raised by the contractor through Running Account bill.

### **Completion Certificate**

41. The Works shall be completed to the entire satisfaction of the MES Rep / Structural Consultant and in accordance with the time mentioned and terms and conditions agreed upon. As soon as the Works under the Contract is completed as a whole, the Contractor shall give notice of such completion to the MES Rep / Structural Consultant. The MES Rep / Structural Consultant, within two week of receipt of such notice, shall inspect the Works and shall satisfy himself that the Work(s) has been completed in accordance with the provisions of the Contract and then issue to the Contractor a certificate of completion indicating the date of completion except for any minor outstanding works and minor defects which will not substantially affect the use of Works for their intended. Should the MES Rep / Structural Consultant notice that there are major defects in the Works or the Works are not considered to be substantially complete, he shall issue a notice in writing to the Contractor to rectify/replace the defective Works or any part thereof or complete the Works, as the case may be, within such time as may be notified and after the Contractor has complied with as aforesaid and gives notice of completion, the MES Rep / Structural Consultant shall inspect the work and issue the completion certificate in the same manner as aforesaid.

42. No certificate of completion shall be issued as stipulated above nor Work be considered to be completed unless the Contractor shall have removed from the work site and/or premises all his belongings/temporary arrangements brought/made by him for the purpose of execution of the work and clean the site and/or premises in all respects and made the whole of the site and or premises fit for immediate occupation/use to the satisfaction of the MES Rep / Structural Consultant. If the Contractor fails to comply with the above mentioned requirements on or before the date of completion of the Work, the MES Rep / Structural Consultant, may, as he thinks fit and at the risk and cost of the Contractor, fulfil such requirements and remove/dispose off, the Contractor's belongings/temporary arrangements, as aforesaid, and the Contractor shall have no claim in this respect except for any sum realized by the sale of Contractor's belongings/temporary arrangements less the cost of fulfilling the said requirements and any other amount that may be due from the Contractor. Should the expenditure on the aforesaid account exceed the amount realised by sale of such Contractor's belongings/temporary arrangements than the Contractor shall on demand, pay the amount of such excess expenditure.

### **Payment of Final Bill**

43. The final bill shall be submitted by the Contractor within one month of the date fixed for completion of the Work or of the date the Certificate of Completion furnished by the PC / Structural Consultant Board of Officers. No further claim in this regard unless as specified herein under shall be entertained. Payment shall be made within 2 months, of the submission of Final bill. The clarification, If any, required on any item of final bill, shall be sought by the structural consultant within a period of 45 days. The contractor shall be required to submit his clarification within next 45 days. If there shall be any dispute about any item or items of the work then the undisputed item or items only shall be paid within the said period of six months. The Contractor shall submit a list of the disputed items within thirty days from the disallowance thereof and if he fails to do so, his claim shall be deemed to have been fully waived and absolutely extinguished. Provided further the Employer shall not be liable to the Contractor for any matter or thing arising out of or in connection with the Contract or execution of the Works, unless the Contractor shall have included a claim in respect thereof in his Final Bill.



44. **Retention Money.** A sum eqvt to 5% of the contracted value will be kept as retention money to be paid to the contractor after six months for the date of completion of work.

#### **PART V OF TENDER DOCUMENT – 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 technical qualifying requirements of the tender document, both technical/qualification criteria and commercially.

(b) The lowest bid will be decided upon the lowest price quoted for the complete wk and not for individual items at Para 2 below. The consideration of taxes and duties in evaluation process in cases where only indigenous bidders are competing, all taxes & duties (including those for which exemption certificates are issued) quoted by the bidders will be considered.

(c) The bidders 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 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 entained 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 / 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. If any concession is available in regard to rate/quantum of customs duty/excise duty/vat, it should be brought out clearly. Stipulations like, excise duty was 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 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 vat 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 word will prevail for calculation of price.

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

**Appendix 'A'**

(Refers to Para 11 (a) (i) of  
Part I of this Tender Document)

**TENDER CONDITIONS ACCEPTANCE LETTER**  
**(To be given on Company Letter Head)**

To

**Presiding Officer  
Army Public School,  
Durbin Dara,  
Kalimpong**

**SUBJECT : ACCEPTANCE OF TERMS & CONDITIONS OF TENDER**

Tender Reference No :527/APS/Acct **dated** :

Name of Tender/Work : **CONSTRUCTION OF 01 x TEMPORARY CLASSROOM IN SCHOOL PREMISES OF  
ARMY PUBLIC SCHOOL, KALIMPONG**

Dear Sir,

1. I/We have obtained the tender document(s) for the above mentioned 'Tender/Work' as per your advertisement, published in one newspaper.
2. I/We hereby certify that I/We have read entire terms and conditions of the tender documents from Page No. \_\_\_to\_\_\_ (including all documents like annexure(s), schedule(s), etc), which form part of the contract agreement and I/We shall abide hereby the terms/conditions/clauses contained therein.
3. The corrigendum(s) issued from time to time by your department/organizations too have also been taken into consideration, while submitting this acceptance letter.
4. I/We hereby unconditionally accept the tender conditions of above mentioned tender document(s)/corrigendum(s) in its totality/entirety.
5. In case any provisions of this tender are found violated, your department/organization shall be at liberty to reject this tender/bid including the forfeiture of the full said Earnest Money Deposit absolutely and we shall not have any claim/right against the school in satisfaction of this condition.

Yours faithfully,

(Signatures of the Bidder with official seal)

**DECLARATION**

Date.....

To,

**Presiding Officer  
Army Public School,  
Durbin Dara,  
Kalimpong**

Dear Sir,

Ref. : Tender No.

I / We ..... hereby confirm that our firm has not been banned or blacklisted  
by any government organization/Financial institution/Court /Public sector Unit /Central Government.

Signature of Bidder.....

Place:

Name.....

Date:

Designation.....

Seal

**Appendix 'C'**

(Refers to Para 11 (a) (iii) of Part I of Tender Document)

**TECHNICAL SPECIFICATION**

1. **Name of Work** :- Construction of 01 x temporary classroom in school premises of Army Public School, Kalimpong.

<b>Brief Description</b>	<b>A/U</b>	<b>Qty</b>	<b>Remarks</b>
Construction of 01 x temporary classroom in school premises of Army Public School	Nos	01	As per BOQ and sketches attached