

**SSP – RFP – CONSTRUCTION OF SECOND PHASE OF SAINIK SCHOOL PURULIA BRANCH OF STATE  
BANK OF INDIA**

**REQUEST FOR PROPOSAL**

**BY**

**SAINIK SCHOOL PURULIA, DIST PURULIA – 723101**

**FOR**

**CONSTRUCTION OF SECOND PHASE OF SAINIK SCHOOL PURULIA BRANCH OF  
STATE BANK OF INDIA**

1. Bids are invited through E-procurement portal for Construction of Second Phase of Sainik School Purulia Branch of State Bank of India in Sainik School Purulia.
2. The address and contact numbers for sending Bids or seeking clarifications regarding this RFP are given below –
  - a. Bids/queries to be addressed to : **THE PRINCIPAL, SAINIK SCHOOL PURULIA**
  - b. Postal address for sending the Bids : **PO: SAINIK SCHOOL, DT – PURULIA (W.B)**
  - c. Name/designation of the contact personnel : **THE PRINCIPAL, SAINIK SCHOOL PURULIA**
  - d. Telephone numbers of the contact personnel : **8145867894**
  - e. e-mail ids of contact personnel : **sspurulia1962@gmail.com**
3. This RFP is divided into five Parts as follows:
  - a. Part I – Contains General Information and Instructions for the Bidders about the RFP 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), Technical Specifications, Delivery Period, Mode of Delivery and Consignee details.
  - c. Part III – Contains Standard Conditions of RFP, which will form part of the Contract with the successful Bidder.
  - d. Part IV – Contains Special Conditions applicable to this RFP and which will also form part of the contract with the successful Bidder.
  - e. Part V – Contains Evaluation Criteria and Format for Price Bids.
4. This RFP 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 RFP, should it become necessary at any stage.

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**Part I – General information**

**1. Last date and time for depositing the Bids:**

**29 Jun 2022 at 0900 hrs**

The sealed Bids should be deposited by the due date and time. The responsibility to ensure this lies with the Bidder.

**2. Manner of depositing the Bids:**

Bids are to be deposited in State Government e-procurement portal only.

**3. Time and date for opening of Bid:**

**0900 hrs on 01 Jul 2022**

(If due to any exigency, the due date for opening of the Bids is declared a closed holiday, the Bids will be opened on the next working day at the same time or on any other day/time, as intimated by the Buyer).

**4. Place of opening of the Bids:**

**OFFICE OF THE ADMINISTRATIVE OFFICER, SAINIK SCHOOL PURULIA**

The Bidders may depute their representatives, duly authorized in writing, to attend the opening of Bids on the due date and time. Rates and important commercial/technical clauses quoted by all Bidders will be read out in the presence of the representatives of all the Bidders. This event will not be postponed due to non-presence of your representative.

**5. Two-Bid system:**

<b>Publishing Date</b>	<b>08 Jun 2022 at 0900 hrs</b>
<b>Document Download / Sale Start Date</b>	<b>08 Jun 2022 at 0900 hrs</b>
<b>Seek Clarification Start Date</b>	<b>08 Jun 2022 at 1000 hrs</b>
<b>Seek Clarification End Date</b>	<b>22 Jun 2022 at 1300 hrs</b>
<b>Bid Submission Start Date</b>	<b>08 Jun 2022 at 1100 hrs</b>
<b>Bid Submission Closing Date</b>	<b>29 Jun 2022 at 0900 hrs</b>
<b>Bid Opening Date</b>	<b>01 Jul 2022 at 0900 hrs</b>

Only the Technical Bid will be opened on the time and date mentioned above. Commercial Bids of only those firms will be opened, whose Technical Bids are found compliant/ suitable after Technical Evaluation is done by the Buyer.

**6. Forwarding of Bids –** Bids should be forwarded by Bidders under their original memo / letter pad inter alia furnishing details like GST number, Bank address with EFT Account if applicable, etc and complete postal & e-mail address of their office.

**7. Clarification regarding contents of the RFP:** A prospective bidder who requires clarification regarding the contents of the bidding documents shall notify to the Buyer in writing about the clarifications sought within the date and time specified in RDP. Copies of

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the query and clarification by the purchaser will be sent to all prospective bidders who have received the bidding documents.

**8. Modification and Withdrawal of Bids:** A bidder may modify or withdraw his bid after submission provided that the written notice of modification or withdrawal is received by the Buyer prior to deadline prescribed for submission of bids. A withdrawal notice may be sent by fax but it should be followed by a signed confirmation copy to be sent by post and such signed confirmation should reach the purchaser not later than the deadline for submission of bids. No bid shall be modified after the deadline for submission of bids. No bid may be withdrawn in the interval between the deadline for submission of bids and expiration of the period of bid validity specified. Withdrawal of a bid during this period will result in Bidder's forfeiture of bid security.

**9. Clarification regarding contents of the Bids:** During evaluation and comparison of bids, the Buyer 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.

**10. 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.

**11. 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 RFP.

**12. Validity of Bids:** The Bids should remain valid up to 120 days from the date of the opening of Tender.

**13. Earnest Money Deposit:-** Bidders are required to submit Earnest Money Deposit (EMD) through NEFT or Online Banking for amount as indicated below:

ITEM	Specification of Item to be offered	EMD
CONSTRUCTION OF SECOND PHASE OF SAINIK SCHOOL PURULIA BRANCH OF STATE BANK OF INDIA	As mentioned in Technical Bid Document	Rs 15,000/- (Rs Fifteen Thousand only)

(a) The non negotiable amount of Earnest Money payable is Rs 15,000/- (Rs Fifteen Thousand only).

(b) EMD of the unsuccessful bidders will be returned to them at the earliest upon finalisation of the contract. The bid security of the unsuccessful bidders would be returned, without any interest whatsoever, after the receipt of the Performance Security from them as

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called for in the contract. EMD is not required to be submitted by those bidders who are registered with the Central Purchase Organisation (e.g. DGS&D), National Small Industries Corporation (NSIC) or any Department of MoD or MoD itself.

- (c) 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.
- (d) Every pages of the RFP is to be stamped and signed by the Bidder as acceptance.
- (e) This form is to be downloaded only from State Government e-procurement portal and an amount of Rs.100/- will have to be deposited through NEFT or Online Banking as the Tender Fee/cost of the form.
- (f) TDS as per Government policy is in vogue.
- (g) **Technical Compliance Statement** is to be filled and signed by the Bidder.
- (h) The Quantity mentioned in the BOQ may vary from the actual work. However, the payment will be based on actual measurement.
- (j) The time for seeking clarification from the school for the tenderer is from 1000 hrs to 1300 hrs on working days from 08 Jun 2022 to 22 Jun 2022.
- (k) There may be minor changes in design part while execution of the project.

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**PART II – ESSENTIAL DETAILS OF ITEMS/SERVICES REQUIRED**

**1. Schedule of Requirements** – List of items / services required is as placed at Appendix 'A':

**Name/Type of item/services/description of stores Qty required**

CONSTRUCTION OF SECXOND PHASE OF SAINIK SCHOOL PURULIA BRANCH OF STATE BANK OF INDIA

The specification will be as follows (As applicable in accordance with BOQ):

**[A] WATERPROOFING WORK**

- 1) Uprooting trees & other obstacles from roof
- 2) Taking out existing tarfelting work & removing rubbish from site
- 3) Providing & fixing of 150mm dia PVC rainwater pipe with bend/tees etc.
- 4) APP work with geo-textile cloth & PCC with coving for entire roof

**[B] CIVIL WORK**

- 1) Taking out damaged cement plaster for both inside & outside wall
- 2) Applying SIKA/DR. FIXIT make synthetic polymer paint on the naked wall
- 3) **Dismantling brickwork from following area & removing rubbish from site;**
  - i) Boundary wall (as directed) for entry from roadside**
  - ii) Intermediate wall in room (as directed)**
  - iii) In main entrance to the bank (as directed)**
  - iv) Making opening in proposed safe & locker room**
  - v) Making opening for 2nd entry**
- 4) **Taking out existing wooden shutter with frame & handover the same to the authority**
- 5) Repairing chajjas of windows
- 6) Replacing glass in window glass panes with putty etc.
- 7) Greasing/oiling the steel windows for free movement incldg. Replacement of lock handles
- 8) Anti-termite treatment for entire premises (both inside/outside including inside floor)
- 9) New 10"/5" thick brickwork for following location;
  - i) Construction of septic tank including inside neat cement finish
  - ii) Covering the verandah/passage (as per drawing/layout plan)
  - iii) Construction of Toilets (ladies & gents with WC wall)
  - iv) Construction of UPS/Battery room (as shown in layout plan)
  - v) Construction of intermediate wall in between locker & safe room
  - vi) Construction of back wall of locker & safe room
  - vii) Construction of Pantry & Record room
  - viii) Construction of generator room
  - ix) Construction of soak pit for drainage water from kitchen room
- 10) Earthwork in excavation for proposed soak pit & septic tank including removing soil from site
- 11) Filling the excavated portion of soak pit with sand
- 12) Flat brick soling for floor of proposed cycle stand/generator room & passage to entry from boundary wall

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- 13) Plain cement concrete for following areas;
  - i) floor of generator room & proposed cycle/scooter stand
  - ii) for repairing chajjas of windows
  - iii) for entry passage to main entrance from boundary wall
  - iv) basement of septic tank
  - v) Construction of stairs in Main entrance & 2 nd entry and one ramp for main entrance
  - vi) Plinth protection work
- 14) RCC work with re-inforcement for following areas :
  - i) for lintel of new brickwork
  - ii) for base platform/all sides/back & top for safe embedding
  - iii) for base platform of lockers
  - iv) for top covering of proposed septic tank & soak pit
- 15) Providing cement plaster for new brickwork & repairing of crack in wall/ceiling
- 16) Providing MS sliding gate in the boundary wall with one half opening revolving gate
- 17) Providing collapsible gate & rolling shutter for following location;
  - i) for Main entrance
  - ii) for 2nd entrance
  - iii) for safe room
  - iv) for locker room
- 18) Mending good to the damages in dismantled area
- 19) Construction of canopy type shed in MS structure for Main entrance & 2nd entry
- 20) Construction of overhead shed (Do-challa) for proposed generator room & cycle stand
- 21) Supplying & fixing of MS gate with angle frame for proposed generator room

**[C] PLUMBING/SANITARY & WATERLINE WORK**

- 1) Supplying & fixing of overhead storage tank of reputed make (750ltr)
- 2) Pipeline work with PVC pipe from storage tank to kitchen & toilets (inside concealed work)
- 3) Pipeline work with 150mm dia PVC pipe for sewerage line from toilets to septic tank & drainage line from kitchen to soak pit
- 4) Providing sanitary fittings for all toilets & kitchen room

**[D] FLOORING & MARBLE/GRANITE WORK**

- 1) Double charged vitrified floor tiles (600mm x 600mm) with 100mm/150mm high skirting/dado for following area;
  - i) Banking hall
  - ii) Locker & safe room
  - iii) Passage to kitchen/pantry
- 2) Anti-skid ceramic floor tiles (300mm x 300mm) with 100mm/150mm high skirting/dado for following area (excluding toilets);
  - i) all toilets
  - ii) UPS/Battery room
  - iii) Kitchen/pantry room
- 3) Ceramic digital wall tiles (375mm x 250mm)for following areas;
  - i) Toilet walls upto a height of 7'-0" FFL

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- ii) Kitchen wall upto 750mm high from cooking platform
- iii) Backside wall of wash basin
- 4) Green Marbles for cooking platform & vertical fascia & stairs for 2nd entry
- 5) Black galaxy granite for main entrance stairs & ramps
- 6) Cement checkered tiles for passage way from boundary to main entrance

[E] PAINTING WORK

- 1) Providing wall putty to all inside wall (except Record room/kitchen room & passage to kitchen room)
- 2) Applying acrylic emulsion paint with primer for all putty finished wall
- 3) Applying readymade distemper paint with primer for wall/ceiling etc., other than putty finished surface
- 4) Applying exterior paint to the outside wall with cement primer
- 5) Applying synthetic enamel paint with steel/wooden primer for steel & wooden surfaces

Specification is placed at Appendix 'A'

- \* **Only reputed/ International brands will be accepted for quality purposes.**
- \* **Tenderer should provide minimum 1 year warranty.**
- \* **Bidders with sufficient credential and experience should Bid and have to furnish documents in support of the same.**
- \* **The bidders are required to visit the site and then quote the total cost of the complete work that includes supply, fitting and fixing of items including complete construction up to the extent of complete functioning of the electrical and plumbing system as applicable in accordance with BOQ. In no circumstances, any additional financial implication other than the quoted cost will be entertained.**
- \* **The quoted cost of the complete work that includes supply, fitting and fixing of items including complete construction up to the extent of complete functioning of the plumbing system. In no circumstances, any additional financial implication other than the quoted cost will be entertained.**
- \* **Measurement will be taken into consideration while making payment to ensure that the payment is not made for any item/work that is executed in less quantity. However, no additional payment will be made for additional work if the supplementary Work Order is not issued.**
- \* **Mentioning of Brands of all items is mandatory.**
- \* **No other support from the school (of any matter) will be provided except electricity supply for which charges will be deducted as per school directive.**
- \* **The bidder must visit the site before quoting the rates. Quoting of rates and submission of tenders without visiting the site will lead to rejection of Technical Bid and Tender.**
- \* **Safe guarding of the man and materials will be the responsibility of the contractor.**
- \* **While complying with all the requirements of the RFP, if any additional expenditure is required to be incurred for which no scope is given in BOQ, the same is to be included and mentioned in the last row of BOQ, i.e. in Ser No.10 of BOQ.**
- \* **RATE SHOULD INCLUDE ALL TAXES LIKE GST, CESS AND ANY OTHER CHARGES**

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**Rules governing the Contractor's employees working in Sainik School Purulia**

**Labour Laws** : The contractor will abide by all the rules and regulations related to labour laws, accident, workmen compensation act, workmen insurance etc. This will be the sole responsibility of the contractor. Sainik School Purulia will not be a party at any stage in any of the disputes relating to the above. In case, Sainik School Purulia has to bear any expenditure due to non-conformance of the above provisions by the contractor, the same will be recovered from contractor's bills.

**Premises:** The contractor's employees working inside the Sainik School Purulia campus will abide by the rules & regulations for works inside the campus.

(a) Any damage to the property to School due to mishandling, carelessness on the contractor's or his workmen's part will be recoverable from the contractor's bills.

(b) Contractor should depute a qualified supervisor dedicated for this work, who will monitor and coordinate work from contractor's side and interact with the school authority, responsible for supervision of work, on regular basis.

(c) Contractor will take due permission for entry of all his workmen in Sainik School Purulia. No unauthorised person will be allowed to work inside.

(d) The contractor will arrange all necessary materials, tools, equipment, access ladders & scaffolding, measuring instruments and working consumables etc. needed for execution of the works. Safe custody of all such material will be contractor's sole responsibility. No extra charges will be paid for the same. Watch and ward of all material till the system is taken over by Sainik School Purulia shall be the sole responsibility of the contractor and pilferage etc. shall be entirely to his account.

(e) During execution of work, Sainik School Purulia can make minor changes in the scope of work as per site conditions or other reasons. Contractor will have no extra claim in his rates for the same.

(f) If during the execution of works, any damage is caused to property of Sainik School Purulia by contractor's workers, contractor will duly make good the loss. Sainik School Purulia has the right to make suitable deduction from contractor's bills along with penalty, if contractor fails to make good the loss.

(g) During execution of work, the contractor should follow all standard norms of safety measures/precautions as per relevant IS codes and CPWD specifications to avoid accidents/damages to man, machines and buildings, at his own cost. Contractor will have his own arrangement to escort the labour to the nearest hospital for treatment in case any injury happens to any worker during execution of work.

(h) Manpower deployed by the contractor at our site for carrying out contract works is strictly prohibited being associated with any other works on the campus.



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(j) No material belonging to the contractor whether consumable or non-consumable should be brought inside the Sainik School Purulia campus without proper entry at the Main Gate nor any material should be taken out without proper gate pass issued by the authorized representatives of the Centre.

(k) During execution of the work, contractor should dispose off waste material on regular basis and should keep the area of work properly cordoned off and neat and clean as far as possible. After completion of work, contractor should clear the site completely of all unwanted and junk material before submitting his final bill.

(l) Sainik School Purulia will provide electricity during execution of work at one point on payment basis. Electricity will be charged as per commercial rate. The contractor has to make his own arrangements for supplying power from that point onwards as per his requirements.

(m) **Any dispute arising out of this contract will be subjected to jurisdiction of Purulia.**

(n) Tenders not complying with any of the provisions stated in this tender document are liable to be rejected.

(o) **Defect Liability period:** Defect liability period shall be two years from the date of completion of work. Any defect arising in this period due to contractor's fault will be rectified by him at his own cost. Failure to do so shall lead to forfeiture of security deposit.

(p) Contractor will have to take clearance on completion of every stage of work and before beginning of every stage of work.

**2. Technical Details:** The bids must be accompanied by the following: -

- (a) Specifications/drawings, as applicable
- (b) Technical details with technical parameters
- (c) Certificate of GST Registration
- (d) PAN
- (e) IT Return acknowledgement of last two years
- (f) One completion certificates from any reputed Institution/organization for work of similar/higher specification.
- (g) Balance sheet of last two financial years.
- (h) Company Registration Certificate/ Trade Licence, (j) Scan copy of signed RFP
- (j) Details of pre-site inspection.
- (k) Any other details, as considered necessary.

**3. Two-Bid System** - Bidders are required to furnish clause by clause compliance of specifications bringing out clearly the deviations from specification, if any.

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**4. Delivery and Completion Period –**

Delivery/ Completion period for supply of items/completion of works would be **Three months** from the effective date of contract. Please note that Contract can be cancelled unilaterally by the Buyer in case items are not received within the contracted delivery period. Extension of contracted delivery period will be at the sole discretion of the Buyer, with applicability of LD clause.

**5. Terms for Delivery and Transportation** – Delivery and Transportation of items will be the sole responsibility of the bidder under his/her own cost.

**6. Consignee details –** THE PRINCIPAL  
SAINIK SCHOOL PURULIA  
PO: SAINIK SCHOOL  
DT: PURULIA (W.B) 723101  
Nearest Railway Station – PURULIA  
Nearest Air Port – RANCHI  
TEL – 8145867894  
Email – [sspurulia1962@gmail.com](mailto:sspurulia1962@gmail.com)  
Website – [www.sainikschoolpurulia.com](http://www.sainikschoolpurulia.com)

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**PART III – STANDARD CONDITIONS OF RFP**

The Bidder is required to give confirmation of their acceptance of the Standard Conditions of the Request for Proposal mentioned below which will automatically be considered as part of the Contract concluded with the successful Bidder (i.e. 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:** The contract shall come into effect on the date of signatures of both the parties on the contract (Effective Date) and shall remain valid until the completion of the obligations of the parties under the contract. The deliveries and supplies and performance of the services shall commence from the effective date of the contract.

3. **Arbitration:** All disputes or differences arising out of or in connection with the Contract shall be settled by bilateral discussions. Any dispute, disagreement or question arising out of or relating to the Contract or relating to construction or performance, which cannot be settled amicably, may be resolved through arbitration. The standard clause of arbitration is as per Forms DPM-7, DPM-8 and DPM-9 (Available in MoD website and can be provided on request).

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 forbearing to do or for having done or forborne to do any act in relation to the obtaining or execution of the present Contract or any other Contract with the Government of India for showing or forbearing to show favour or disfavour to any person in relation to the present Contract or any other Contract with the Government of India. Any breach of the aforesaid undertaking by the Seller or any one employed by him or acting on his behalf (whether with or without the knowledge of the Seller) or the commission of any 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 manufacturer of the stores/provider of the services referred to in this Contract and has not engaged any individual or firm, whether Indian or foreign whatsoever,

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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 to submit the Bonds, Guarantees and Documents, supply the stores/goods and conduct trials, installation of equipment, training, Completion of work and Inspection 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 ( **02 months**) 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 utilised 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.

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**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 FAX 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 including spares, tools, technical literature and training aggregates irrespective of the fact of infringement of the supplies, irrespective of the fact of infringement of any or all the rights mentioned above.

**13. Taxes and Duties :** All taxes, duties, levies, CESS and charges which are to be paid for the delivery of goods, including advance samples, shall be paid by the supplier under the present contract and the rate shall be inclusive all taxes, CESS. GSTIN number and HSN/SAC code of the specific quote may be mentioned.

**14. Risk & Expense clause –**

- a. Should the stores or any installment thereof not be delivered with the time or time specified in the contract documents, or it defective delivery is made in respect of the stores or any installment thereof, the Buyer shall after granting the Supplier 45 days to cure the breach, be at liberty, without prejudice to the right to recover liquidated damages as a remedy for breach of contract, to declare the contract as cancelled either wholly or to the extent of such default.
- b. Should the stores or any installment thereof not perform in accordance with the specifications / parameters provided by the SUPPLIER during the check proof tests to be one in the BUYER's country, the BUYER shall be at liberty, without prejudice to any other remedies for breach of contract, to cancel the contract wholly or to the extent of such default.
- c. In case of a material breach that was not remedied within 45 days, the BUYER shall, having given the right of first refusal to the SUPPLIER be at liberty to purchase, manufacture, or procure from any other source as he things fit other stores of the same or similar description to make good:-
  - i. Such default.
  - ii. In the event of the contract being wholly determined the balance of the stores remaining to be delivered thereunder.
- d. Any excess of the purchase price, cost of manufacturer, or value of any stores procured from any other supplier as the case may be, over the contract price appropriate to such default or balance shall be recoverable from the SUPPLIER..”

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15. Each pages of the RFP is to be stamped and signed by the bidder.
16. Work is to be completed within stipulated period of the placement of Work Order. In case of non-completion of Work within the stipulated period, the Buyer, at his discretion may implement LD clause or may cancel the tender as deemed suitable.

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**PART IV – SPECIAL CONDITIONS OF RFP**

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

**1. Performance Bank Guarantee (In Case of Indigenous seller)** : 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 10% of the contract value within 30 days of signing of this contract. Performance Bank Guarantee will be valid up to 60 days beyond the date of warranty.

**2. Tolerance Clause** – To take care of any change in the requirement during the period starting from issue of RFP till placement of the contract, Buyer reserves the right to **10%** plus/minus increase or decrease the quantity of the required goods up to 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 payment could be made through ECS/EFT mechanism instead of payment through cheques, wherever feasible. The payment will be made in two equal parts on completion of work up to the required level based on report of Project Monitoring Committee of Sainik School Purulia.

The final installment will be made after completion of work in all respect.

**4. Advance Payments**: No advance payment(s) will be made.

**5. Paying Authority**:

a. Indigenous Sellers: (Name and address, contact details). The payment of bills will be made on submission of the following documents by the Seller to the Paying 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. Copy of Supply Order.
- iv. CRVs in duplicate.

**6. Warranty** – Civil Works : 02 Years from the date of completion

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**PART V – EVALUATION CRITERIA & PRICE BID ISSUES**

1. **Evaluation Criteria** - The broad guidelines for evaluation of Bids will be as follows:
    - a. Only those Bids will be evaluated which are found to be fulfilling all the eligibility and qualifying requirements of the RFP, both technically and commercially.
    - b. The Bids forwarded by the Bidders will be evaluated by the Buyer with reference to the technical characteristics of the equipment/work as mentioned in the RFP. The compliance of Technical Bids would be determined on the basis of the parameters specified in the RFP. The Price Bids of only those Bidders will be opened whose Technical Bids would clear the technical evaluation.
    - c. The Lowest Bid will be decided upon the overall lowest price quoted by the particular Bidder on turn key basis as per the Price Format given at **'BOQ'/ Price Bid**. All taxes and duties (including those for which exemption certificates are issued) quoted by the Bidders will be considered. The ultimate cost to the Buyer would be the deciding factor for ranking of Bids. The consideration of taxes and duties in evaluation process will be as follows:
      - (i) In cases where only indigenous Bidders are competing, only basic price exclusive taxes, if any quoted by the Bidders will be considered. The ultimate cost to the Buyer would be the deciding factor for ranking of Bids.
    - d. The Bidders are required to spell out the rates of GST and any other tax 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 any 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 duties will be entailed 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 or any other tax 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 or any other 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 any 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 excise duty which is normally applicable on the item in question for the purpose of comparing their prices with other Bidders.
    - e. 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.
    - f. The Lowest Acceptable Bid will be considered further for placement of contract / Supply Order after complete clarification and price negotiations as decided by the Buyer. The Buyer will have the right to award contracts to different Bidders for being lowest in particular items. The Buyer also reserves the right to do Apportionment of Quantity, if it is convinced that Lowest Bidder is not in a position to supply full quantity in stipulated time.
982. **Price Bid Format** Bidders are required to fill the BOQ correctly with full details.



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**INFORMATION ABOUT THE BIDDER**

<b>Name of the firm/individual</b>	
<b>Address (Registered office in case of Ltd. Concern)</b>	
<b>Telephone/Mobile No</b>	
<b>Email ID</b>	
<b>Names and address of your Bankers stating the name in which the Account stands with.(s)</b>	
<b>A/C No</b>	
<b>Type of Account</b>	
<b>IFSC Code</b>	
<b>MICR Code</b>	
<b>Are you on the list of approved contractor of any other authority? If so, give complete Details</b>	
<b>What is your financial solvency</b>	
<b>Capital investment in business</b>	
<b>PAN Number</b>	
<b>GST No</b>	
<b>Earnest Money Details</b>	Amount – Rs _____ Transaction Id _____
<b>Cost of the Form/Tender Fee Details</b>	Amount – Rs _____ Transaction Id _____

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**DECLARATION TO BE MADE BY THE BIDDER**

1. I/We \_\_\_\_\_  
do hereby declared that the entries made in this application form are true to the best of my/our knowledge.
2. All subsequent changes in the constitution or working of firm, affecting the accuracy of the answers now should be promptly communicated to the Principal, Sainik School Purulia (WB) in writing).
3. I/We clearly understand that if it should be found that I/we have given a false certificate or that I/we fail to notify the fact of my/our subsequent amalgamation with another contractor or firm, my/our bid will be rejected and contract that I/we may be holding at any time is liable to be rescinded and security deposit be forfeited.
4. I/We also undertake that I/We will accept payment of bills by ECS/NEFT/Account Payee Cheques and no demand whatsoever will be made for payment through Cash/Self/Bearer cheques.
5. I/We hereby certify that I/we have read all the clauses mentioned in the RFP documents (Part I to Part V) and have understood and I/we will comply with all the clauses without any ambiguity.

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**Appendix ‘A’**

**TECHNICAL COMPLIANCE STATEMENT**

<b>SL</b>	<b>Requirement</b>	<b>Compliance (Yes /No)</b>	<b>In case of non-compliance, deviation from RFP to be specified</b>
1	Certificate of GST Registration is to be enclosed		
2	Copy of PAN is to be enclosed		
3	Copy of IT return acknowledgement of last two years is to be enclosed		
4	Copy of Balance Sheet of last 02 financial years is enclosed		
5	Copy of Trade Licence / Company Registration Certificate is enclosed		
6	Scan copy of signed RFP is to be enclosed		
7	Copy of company credential/ Experience Certificate is enclosed		
8	One completion certificates from any reputed Institution/organization for work of similar/ higher specification		
9	Bidder has visited the site before quoting the rates		
10	Bidder must complete the work as per the date and time specified by the school.		
11	Bidder must have a Bank Account		
12	Tender Fee Deposited		
13	EMD Deposited		
14	The quoted rate and amount is meant for Construction of second phase of Sainik School Purulia Branch of State Bank of India and the same is to be completed as per design specified.		
15	Specifications of all items should be in accordance with the Brand mentioned in Technical specification		
16	All conditions of RFP is complied with		

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**Appendix 'A' CONT...**

- \* Only reputed/ International brands will be accepted for quality purposes.
- \* Tenderer should provide minimum 1 year warranty.
- \* Bidders with sufficient credential and experience should Bid and have to furnish documents in support of the same.
- \* The bidders are required to visit the site and then quote the total cost of the complete work that includes supply, fitting and fixing of items including complete construction up to the extent of complete functioning of the electrical and plumbing system. In no circumstances, any additional financial implication other than the quoted cost will be entertained.
- \* \* Measurement will be taken into consideration while making payment to ensure that the payment is not made for any item/work that is executed in less quantity. However, no additional payment will be made for additional work if the supplementary Work Order is not issued.
- \* Mentioning of Brands of all items is mandatory.
- \* No other support from the school (of any matter) will be provided except electricity supply for which charges will be deducted as per school directive.
- \* The bidder must visit the site before quoting the rates. Quoting of rates and submission of tenders without visiting the site will lead to rejection of Technical Bid and Tender.
- \* Safe guarding of the man and materials will be the responsibility of the contractor.
- \* While complying with all the requirements of the RFP, if any additional expenditure is required to be incurred for which no scope is given in BOQ, the same is to be included and mentioned in the last column of BOQ, i.e. in column no.10 of BOQ.
- \* RATE SHOULD INCLUDE ALL TAXES LIKE GST, CESS AND ANY OTHER CHARGES

**SPECIFICATION OF ITEMS AND WORK**

**Rod**

a.M.S.Rod of 20mm, 16mm, 12mm, 10mm, 8 mm shall be supplied as per structural design and requirement . The above materials shall be of S.R.M.B./Captain/Prestige Brand .

**Cement**

b.Cement shall be Konark/Ultra-Tech/ACC/ Ambuja/Concret Brand or of any other brand approved by the school.

**Stone Chips**

c. 3/4<sup>th</sup> ,5/8<sup>th</sup> or 1/4<sup>th</sup> size shall be supplied as per requirement.

**Sand**

d.Good quality sand shall be supplied as per requirement.

**Bricks**

e. Good quality of Bricks shall be supplied as per requirement.

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**Working Terms & condition**

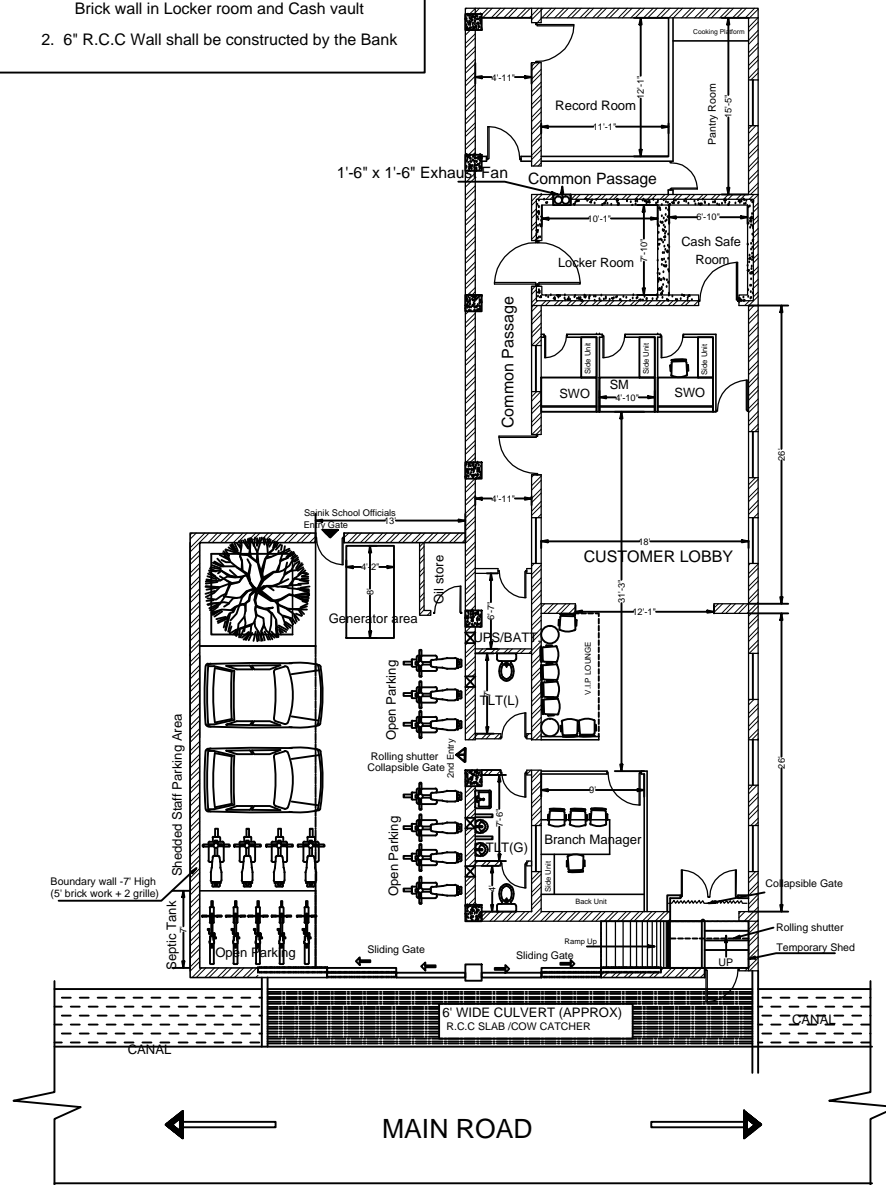
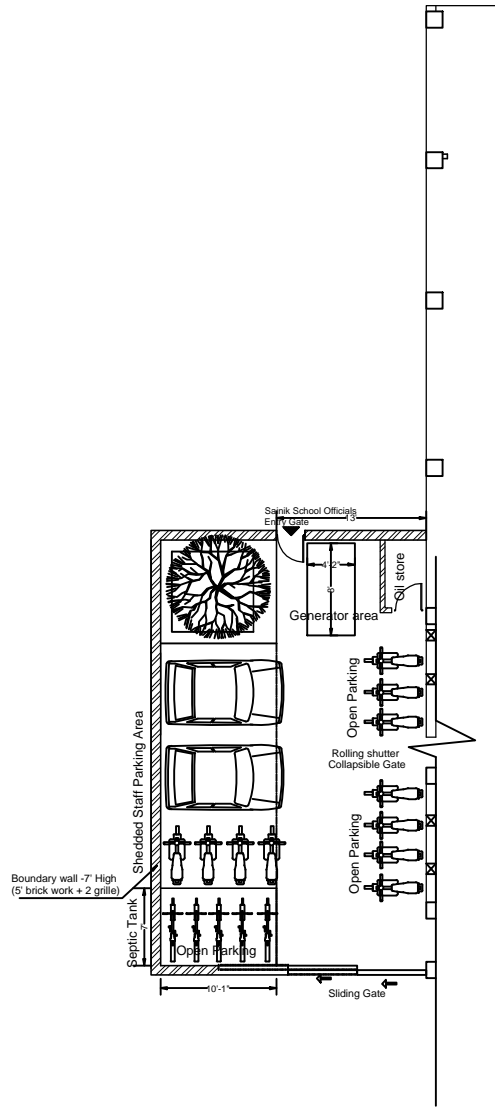
- i. Electricity for construction work and for the use of work shall be provided by school on payment as per Government Rules.
- ii. Multiple point Electric Junction Box at proximity of work for running electrical instruments is to be arranged by the contractor
- iii. Safe storage place for storage of cement, rod and other instrument will be responsibility of the Contractor.

The drawing and design of the portion that is required to be constructed (Phase – II) along with the drawing and design complete branch is placed in the next page to facilitate the construction procedure:

# PHASE - II

## NOTE :-

- 6" R.C.C Wall Have to be Constructed Inside 5" Brick wall in Locker room and Cash vault
- 6" R.C.C Wall shall be constructed by the Bank



# PROPOSED DRAWING

STATE BANK OF INDIA  
SAINIK SCHOOL PURULIA BRANCH



KALPANGAN CONSULTANTS PVT. LTD.  
FLAT NO. 9, 4, DR. SUNDARI MOHAN AVENUE  
KOLKATA-14, PH. NO. - 9830162952

SCALE - 0 2' 4' 8'

DATE - 01/02/2022

PROPOSED FURNITURE  
LAYOUT OF  
SAINIK SCHOOL PURULIA  
PHASE II

KCPL/SBI/PURULIA/02

CM(CIVIL)  
A.O. BURDWAN