# TENDER FOR

# RENOVATION OF TOILETS AT APPAREL HOUSE COMPLEX SECTOR-44, GURUGRAM-122003 HARYANA



# APPAREL EXPORT PROMOTION COUNCIL

(Sponsored by Ministry of Textiles, Government of India)
Sector-44, Institutional Area, Gurugram-122003
Website; www.aepcindia.com Telephone: 0124-2708000-8004



# Apparel Export Promotion Council Head Office, Gurugram AEPC/HO/AHM/2017/203

# **INDEX OF TENDER DOCUMENTS**

S. No.	Description	Pages		
1.	Instructions to Tenders	2-4		
2.	Eligibility Criteria	2		
3.	Scope of Work	3		
4.	Earnest Money Deposit	3		
5.	Performance Security Deposit	3		
6.	Terms & Conditions of Contract	5-6		
7.	Technical Bid	7		
8.	Financial Bid	8-9		
9.	Approved make list of materials 10			
10	Form of Tender	11		

# **Apparel Export Promotion Council Head Office, Gurugram**

AEPC/HO/AHM/2017/203

### **Tender Notice**

Dated the 2<sup>nd</sup> November, 2017

### Sub: Renovation of Toilets at Apparel House Building, Gurugram, Haryana

Sealed tenders are hereby invited on behalf of Apparel Export Promotion Council (AEPC) from experienced and technically qualified Contractors for **Renovation of Toilets at Ground Floor, Exhibition Hall and Auditorium.** Please note that tender is to be addressed to the Director (AHM) and delivered in the office of the Apparel Export Promotion Council, Apparel House, Sector-44, Institutional Area, Gurugram-122003, Haryana on or before **24**<sup>th</sup> **November, 2017 up to 3.00 P.M.** The Tender should be signed on each page in the documents.

### **Instructions to Tenderers**

### 1. General

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

### 2. Site Inspection

Tenderers are advised to inspect and examine the site and satisfy themselves before submitting their tender on any working days of the Council between 11 am to 3 pm.

### 3. Submission of Tender

The tender complete in all respects shall be submitted on firm's letter head in three separate sealed envelopes superscribing as "Earnest Money Deposit", "Technical Bid" and "Financial Bid". Tenders without Earnest Money Deposit, Technical Bid and Financial Bid shall be out rightly rejected. The financial bid shall be submitted in the prescribed format.

### 4. Eligibility Criteria

- 4.1 The tenderer should have completed minimum two works of similar nature of minimum value of Rs. 3.00 Lacs each or one work of Rs.5 Lacs in their name, during last three years. Photocopies of the completion certificates/award letters should be submitted along with the tender.
- 4.2 The contractor should have the technical competence, labour, financial resources, equipment and other physical facilities, managerial capability, reliability, experience and goodwill to perform the works.
- 4.3 The contractor should not have been blacklisted/debarred from work by any Central/State government and PSUs or any other organization.
- 4.4 The contractor should not have been convicted, insolvent, Bankrupt being wound up and should not be the subject of legal proceedings of any kind.
- 4.5 The contractor should have a valid PAN number, GST number, PF and ESI registration number issued by the concerned government department.

2/11

AEPC/HO/AHM/2017/203

### 5. Evaluation Criteria

- 5.1 At first the EMD shall be verified and Technical Bid shall be opened and screened. The short listing of bidders shall be done on the basis of their past work experience, track record, value of work done, accreditations, strength of manpower employed, professional experience, completion certificates, technical qualifications, financial strength etc.
- 5.2 Financial bid of only those bidders shall be opened who are short listed on the basis of the EMD and Technical bid.
- 5.3 The final selection shall be made on the basis of the lowest bid and the lowest bidder shall be considered for award of the contract although not binding and the decision of the AEPC shall be final and binding on all.

### 6. Scope of Work

- 6.1 Replacement of sanitary fittings and accessories.
- 6.2 Repair and rectification including polishing and painting of doors of toilets.
- 6.3 Repair of ceiling including waterproofing and painting.
- 6.4 The site of work is limited to the toilets situated in the Ground Floor of Apparel House building and all toilets of Auditorium and Exhibition Hall.
- 6.5 The complete details of work to be done is mentioned in Annexure-I (Financial Bid).

### 7. Earnest Money Deposit

The tenderer shall deposit EMD for an amount of **Rs.20**, **000**/- in the form of **PO**/ **DD** issued by any Scheduled/Nationalised bank in favour of Apparel Export Promotion Council payable at Gurugram. The EMD of the unsuccessful bidders shall be returned without any interest thereon after the finalization of the Tender and award of work to an authorized official on submission of authority letter issued by the firm.

### 8. Performance Security Deposit

- 6.1 The amount of performance security deposit shall be 10% of the accepted tender cost.
- 6.2 The Security deposit shall be refunded to the Contractor on the Engineer-In-Charge of the Council certifying in writing that the work has been completed satisfactorily after defect liability period of 12 months. **No interest** shall be payable to the contractor on the Security Deposit furnished/recovered from the contractor by the Council.

### 9. Rates

The rates should be mentioned clearly in words inclusive of all taxes in the financial bid. The taxes etc however should be mentioned separately. In case it is not found mentioned it will be presumed that taxes are inclusive in the quoted rates. Further if it is noticed that the unit rates quoted by the Tenderer for any items are unusually high or unusually low, it will be sufficient cause for rejection of the tender unless the Council is convinced about the reasonableness of the unit rates on scrutiny of the analysis for such unit rate to be furnished by the tenderer on demand.

### 10. Deviation to Tender Clauses

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

### 11. Validity of Offer

Tender submitted by tenderer shall remain valid for acceptance for a minimum period of 120 days from the date of opening of the tenders.

3/11

AEPC/HO/AHM/2017/203

### 12. Award of Work

The Council reserves the right to split the job into more parts and to award the work to separate agency/contractor. Work shall be awarded to the lowest bidder though not binding, subject to the work experience and fulfillment of other terms & conditions and specifications.

### 13. Acceptance/Rejection of Tender

- 13.1 The Tender submitted after expiry of last date and time shall be out rightly rejected.
- 13.2 Council also reserves the right to accept or reject any tender in part or full without assigning any reason whatsoever.

### 14. Corrections

No corrections or overwriting will be entertained in Financial Bid by using correcting fluid. All correction in the schedule of rate must be initialed

### 15. Firm Rates

The rates quoted by bidder shall remain firm till completion of all works even during the extended period, if any, on any account what so ever. It is provided that the contractor shall not increase any of the rates quoted in the tender till the completion of work.

### 16. Cancellation of Contract

- 16.1 The Council shall have a right to cancel the contract in full or in part if the Contractor at any time makes defaults in proceeding with the Works with due negligence and continues to do so even after a notice in writing from the authorized official of the Council; or
- 16.2 Commits default in complying with any of the terms and conditions of 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 Council; or

### 17. Liability for Damage, Defects or Imperfections and Rectification thereof

- 17.1 If the Contractor or his workmen or employees shall injure or destroy any part of the building in which they may be working on which the work or any part of it is being executed, or if any damage shall happen to the work while in progress the Contractor shall make the same good at his own expense.
- 17.2 In case the Contractor fails to comply with the requirements of this condition, the Council shall have the right to get the work done by other means at the cost of the Contractor.
- 17.3 The Contractor shall carry out the defect works noticed by the Council during the defect liability period of 12 months at its own cost. In case it is not done, Council shall have right to recover the cost of repairs from the security amount so retained.

### 18. Income Tax/WCT/VAT

22.1 Income tax including surcharge if any, at the prevailing rate shall be deducted from the Contractor's bills as per the provision of Income Tax Act. Necessary deductions will be made from the contractor's bill as applicable.

### 19. Arbitration

Except where otherwise provided for in the contract all questions and disputes whatsoever in any way arising out of or relating to the contract and conditions concerning the works or failure to execute the same or abandonment thereof shall be referred to the sole arbitration of the Secretary General, Apparel Export Promotion Council or to the sole arbitration of some other person

appointed by Secretary General. The venue of arbitration shall be at Gurugram. The award of the arbitrator shall be final, conclusive and binding on all parties to this contract.

**DIRECTOR (AHM)** 

4/11

AEPC/HO/AHM/2017/203

### TERMS AND CONDITIONS OF CONTRACT

- 1. The Contractor is required to start execution of contract for the said work within 07 days from the issue of the letter of award to be completed within 30 days from the commencement of the work. In case the Contactor fails to complete the whole work within the stipulated period, and clear the site he shall be liable to pay liquidated damages @ 1% (One percent) of the value of contract per week and or part thereof of the delay subject to a maximum of 10% (ten percent only) of the value of the contract. The amount of Compensation may be adjusted or set-off against any sum payable to the Contractor under this or any other contract with the Council
- 2. The work to be carried out under the Contract shall include all labour, materials, tools, equipment and transport etc. which may be required in entire execution and completion of the works.
- 3. The Contractor shall be deemed to have satisfied himself before tendering as to the correctness and sufficiency of his tender for the works and of the rates and prices quoted in the Financial Bid to cover all his obligations under the contract and all matters and things necessary for the proper completion and maintenance of the Works.
- 4. Any error in description, quantity or rate in Financial Bid or any omission there from shall not vitiate the Contract or release the Contractor from the execution of the whole or any part of the Works comprised therein according to specifications or from any of his obligations under the Contract.
- 5. All compensation or other sums of money payable by the contractor under the terms of this Contract whatsoever may be deducted from the security deposit.
- 6. The Council shall have power of additions to or substitutions for the original specifications and instructions that may appear to be necessary.
- a) If the rate for additional, altered or substituted item of work is specified in the Financial Bid, the Contractor shall carry out the additional, altered or substituted item at the same rate. If the rate for any altered, additional or substituted item of work is not specified in the Financial Bid, the rate for that item shall be derived from the rate for the nearest similar item specified therein.
- b) If the rate for any altered, additional or substituted item of work cannot be determined in the manner specified in Financial Bid, the contractor shall, within 07 days of the date of receipt of the order to carry out the said work, inform the Engineer in charge of the rate which he proposes to claim for such item of work, supported by analysis of the rate claimed, and the Engineer-in-Charge shall, after giving due consideration to the rate claimed by the Contractor determine the rate on the basis of market rate(s).
- c) In the event of the contractor failing to inform the Engineer-in-Charge, the rate which he proposes to claim, the rate for such item shall be determined by the Engineer in Charge on the basis of market rate(s) and shall be final.
- 7. All materials to be provided by the Contractor shall be in conformity with the specifications laid down in the contract and the Contractor shall, if requested by the Engineer in Charge, furnish proof to the satisfaction of Engineer in Charge in this regard.

- 8. The contractor must have valid Labour Licence as per the provisions of Contract Labour (Regulation & Abolition) Act, 1970.
- a) The Contractor shall employ its labour in sufficient numbers to maintain the required rate of progress and of quality to ensure workmanship of the degree specified in the Contract and to the satisfaction of the Engineer-in-Charge. The Contractor shall not employ in connection with the Works any person who has not completed eighteen years of age.
- b) The Contractor shall indemnify and keep indemnified the Council against:
  - i) Any claim arising out of third party loss/ damage to life or property caused by/ during execution of the work.
  - ii) Any claim arising out of loss/ damage to the workmen engaged by the contractor during execution of the work.
  - iii) Any claim due to non-compliance of applicable PF/ Labour laws, ESI regulations etc.
- 9. All work embracing more than process shall be subject to examination and approval at each stage thereof and the Contractor shall inform authorized representative about each stage of work is ready. The Engineer-in-Charge or his representative shall have powers to inspect and examine any part of the Works.
- 10. All instructions, notices and communications, etc., under the contract shall be given in writing and if sent by registered post to the last known place of abode or business of the Contractor shall be deemed to have been served on the date when in the ordinary course of post these would have been delivered to him.
- 11. The Contractor shall be paid at Contract rates full amount for works executed at Site as certified by the Engineer-in-Charge.
- 12. The Engineer-in-Charge shall accept as otherwise stated ascertain and determine the value in accordance with the contract work done in accordance therewith.
- 13. All items having a financial value shall be entered in a Book etc. so that a complete record is obtained of all work performed under the contract.
- 14. Payment will be released through cheque after satisfactory completion of work.
- 15. Payment will be made on actual work basis as carried out at the site. The quantities given in the Financial Bid are approximate and contractor will have to carry out the work as per the increased/decreased quantity of work as per the directions of Engineer-in-Charge.
- 16. All measurement shall be taken jointly by the Engineer-in-charge or his authorized representative and by the contractor or his authorized representative from time to time during the progress of the work.
- 17. All statutory deductions as applicable like TDS, sales tax/VAT etc. shall be made from the due payment of the contractor.
- 18. The contract as a whole or part thereof is Non-Transferrable.



# AEPC/HO/AHM/2017/203

# **Technical Bid**

S. No.	Particulars	Remarks		
1.	Registration of firm/partnership deed/memorandum & Aritcles of Association (attach self attested copy)	YES / NO		
2.	a) Name and designation of contact person			
3.	b) Mobile Number of the contact person a) PF registration number(attach copy)	YES / NO		
	b) ESI registration number (attach copy)	YES / NO		
	In case not applicable an undertaking on Rs.50/- stamp paper duly notarized is to be submitted.			
4.	Copy of Income tax returns for the last three years.(attach self attested copy)	YES / NO		
5.	Pan Card (attach self attested copy)	YES / NO		
6.	TIN / VAT No. (attach self attested copy)	YES/ NO		
7.	TAN Number (attach self attested copy)	YES / NO		
8.	Goods and Services Tax Registration number (attach self attested copy)	YES / NO		
9.	Copies of Orders and Satisfactory completion of Works certificate (attach self attested copy)	YES / NO		
10.	Demand Draft/Pay Order issued by Scheduled/Nationalised Bank towards EMD of Rs. 20,000/- in favour of Apparel			
	Export Promotion Council payable at Gurugram (refundable without interest after the bid is finalized/work order issued-	Amount		
	To be enclosed with the technical bid in a separate envelope superscribing- EMD of	Issuing bank		
	Rs. 20,000/-)	Issuing Branch		



# AEPC/HO/AHM/2017/203

# Financial Bid

A) Plumbing Work

S. No.	Particulars	Qty	Location	Unit Rate	Total Amt
1.	Replacement of Toilet Seat Cover (Standard white colour)	01	Ladies Toilet at Ground floor (T-2 Side)		
2.	Replacement of Bottle Trap	12	a) Gents toilet (3) at Ground floor (T-2 side) b) Gents toilet (2) at Ground floor (T-3) c) Gents toilet (2) Auditorium (T-3 side) d) Toilet (2) at Auditorium's Green room e) Ladies toilet (2) at Exhibition Hall-A f) Gents toilet (1) at Exhibition Hall-C		
3.	Replacement of Flush Valve of 40/40 pipe	10	a) Ladies toilet (1) at Ground floor (T-2 side) b) Gents toilet (2) at Ground floor (T-2 side) c) Gents toilet (3) at Auditorium (T-3 side) d) Ladies toilet (1) at Exhibition Hall-C e) Gents toilet (3) at Exhibition Hall-A		
4.	Replacement of Jet Spray	11	a) Ladies toilet (2) at Ground floor (T-2 side) b) Gents toilet (3) at Ground floor (T-2 side) c) Ladies toilet (1) at Ground floor (T-3 side) d) Gents toilet (3) at Ground floor (T-3 side) e) Toilet (1) at Auditorium's Green room f) Gents toilet (1) at Exhibition Hall-C		
5.	Replacement of Wash Basin	05	a) Ladies toilet (1) at Ground floor (T-2 side) b) Gents toilet (1) at Ground floor (T-2 side) c) Ladies toilet (1) at Ground floor (T-3 side) d) Gents toilet (2) at Ground floor (T-3 side)		
6.	Replacement of Single Way Tap	04	a) Ladies toilet (1) at Ground floor (T-2 side) b) Gents toilet (1) at Ground floor (T-2 side) c) Gents toilet (1) at Ground floor (T-3 side) d) Toilet (1) at Auditorium's Green room		
7.	Replacement of Urinal Pipe and Valve	04	a) Gents toilet (2) at Ground floor (T-3 side) b) Gents toilet (2) Auditorium (T-3 side)		
8.	Replacement of Two Way Tap	13	a) Ladies toilet (1) at Ground floor (T-2 side) b) Gents toilet (3) at Ground floor (T-2 side) c) Gents toilet (3) at Ground floor (T-3 side) d) Gents toilet (2) Auditorium (T-3 side) e) Toilet (2 at Auditorium's Green room f) Gents toilet (2) at Exhibition Hall-C		

### AEPC/HO/AHM/2017/203

# B) Civil Works

S.	Particulars	Area	Qty	Location	Unit	Total
No.		(sqm.)			Rate	Amt
9.	Repair of False Ceiling with POP	a) 20 b) 40 c) 40 d) 40 e) 30 f) 20 g) 600 h) 40 i) 20 j) 20 k) 20 l) 10	NA	a) Ladies toilet at GF (T-2 side) b) Gents toilet at GF (T-2 side) c) Ladies toilet at GF (T-3 side) d) Gents toilet at GF (T-3 side) e) Gents toilet Auditorium(T-3 side) f) Ladies toilet Auditorium(T-3 side) g) Auditorium outdoor h) Gents toilet at Exhibition Hall-C i) Ladies toilet at Exhibition Hall-C j) Ladies toilet at Exhibition Hall-A k) Gents toilet at Exhibition Hall-A		
10.	Paint and Polish of Wooden Door (3" x 8")	NA	44	a) Ladies toilet (3) at GF (T-2 side) b) Gents toilet (4) at GF (T-2 side) c) Ladies toilet (3) at GF (T-3 side) d) Gents toilet (4) at GF (T-3 side) e) Gents toilet (4) Auditorium (T-3) f) Ladies toilet (2) Auditorium (T-3) g) Auditorium Outdoor (8) h) Gents toilet (4) Exhibition Hall-C i) Ladies toilet (4) Exhibition Hall-A k) Gents toilet (4) Exhibition Hall-A		
11.	Replacement of Glass Beading of Door	NA	02	a) Gents toilet (1) at GF (T-2 side) b) Ladies toilet (1) Exhibition Hall-C		
12.	Replacement of Door Handle	NA	20	a) Gents toilet(5) at GF (T-2 side) b) Gents toilet (1) at GF (T-3 side) c) Ladies toilet (1) Auditorium(T-3) d) Auditorium Green Room (6) e) Ladies toilet (1) Exhibition Hall-C f) Gents toilet (1) Exhibition Hall-C g) Gents toilet (5) Exhibition Hall-A		
13.	Replacement of Door Lock	NA	15	a) Gents toilet (4) at GF (T-2 side) b) Ladies toilet (1) Auditorium (T-3) c) Auditorium Green Room (4) d) Gents toilet (1) Exhibition Hall-C e)Ladies toilet (1) Exhibition Hall-A f) Gents toilet 3) Exhibition Hall-A		
	Total					
	Tax					
	Misc. charges, if any					
	Grand Total (Rs.)					
	(Total Amount in words			)		

(Total Amount in words\_\_\_\_\_

# Note:

- i) The price quoted should include the charges for material, transportation, labour, installation and removal of debris, if any. Any other charges should be clearly specified and shall also be detrimental towards quote comparison.
- ii) The lowest amount of bid with specified list of make would be considered for award of the contract for renovation of toilets.

9/11

Annexure-II

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### **Approved Make List of Materials**

S. No.	Description of items	Manufacturer's Name
1.	Wood, Veneers / Laminates and	Bhutan board, Bison panel, Green ply, Kitply,
	Plywood	Donear, Sundek, Merino, Greenlam, Centry
		Ply, Alpro
2.	Door fittings	Door king, Godrej, Doorset, Bush, Hardwen,
		Nichole, Ozone
3.	Hardware	Indo Brass, Bush, Ebco, Kaff, Hetich
4.	Paints, Stains and Polishes	Apcolite, Masion Wax Polish
5.	Acrylic emulsion finish	Asian paint, Dulux
6.	Cement (43 grade)	Ambuja, Ultratech, ACC
7.	Ply / Board	Sonear, Garnet, Arin
8.	M.D.F.	Sonear, Garnet, Arin
9.	Gypsum Board	India Gypsum, La Gyp
10.	Handles, Locks, Hinges, Door	Dorma, Ozone
	Closer and Floor Springs etc.	
11.	Screws	Milap, Anoop, RK
12.	Glass / Mirrors	Saint Gobin, Modi float, Asahi
13.	Tempering /Toughening of glass	AIS, Mico
14.	Silicone sealant	Dr. Fixit, Dow corning, GE
15.	EPDM Acoustical / Fire Seal	Enviroseal or as approved equivalent
16.	Backer Rods	Supreme India Ltd, Roof Sil
17.	Wood	Well seasoned wood free from knots. Moisture
		content report to be submitted by vendor.
18.	Fire Retardant Coatings	Viper or equivalent, Adhunik, Sukri
19.	Anchor Fasteners	Fisher, Hilti, Anchor
20.	Fire Proof shutters (steel)	Shaktimate, Godrej or equivalent
21.	For carpentry works	Fevicol, Pidilite
22.	For rubber based applications	Pidilite SR-998 grade or equivalent quality
23.	For stone, metal etc. applications	Fevilite, PU 560(3M), Araldite or approved
		equivalent
24.	POP	Supreme, Shriram, Sakarni
25.	Putty	Birla White, JK white or equivalent
26.	Primer	Asian, Nerolac, Burzer
27.	Paints	Asian, Nerolac, Burzer
28.	Textured Paint	Asian, nerolac, Burzer
29.	Fire Retardant Paint	Viper
30.	Waterproofing compound	Cico, STP, Bal Endura or approved equivalent
31.	Sanitary fittings	Jaguar, American Standard, Hindware
32.	Taps	Jaguar, Hindware, Flushco

### Form of Tender

### The Director (AHM)

Apparel Export Promotion Council Apparel House, Sector-44, Institutional Area, Gurugram-122003, Haryana

Subject: Renovation of Toilets at Ground Floor, Exhibition Hall & Auditorium

I / We have read and examined the works, plans, specifications and schedule of quantities mentioned in the Tender and after satisfying myself / ourselves as to the site of works and working conditions, I / We hereby offer to execute the above mentioned works at the respective rates which I / We have quoted for the items mentioned in the Financial Bid (Annexure-I).

A sum of Rs. 20,000/- is hereby forwarded as Earnest Money Deposit in the form of Demand Draft / Pay Order in favour of **Apparel Export Promotion Council payable at Gurugram**. I/We do hereby bind myself / ourselves to forfeit the entire amount of Rs.20,000/- in the event of my / our refusal to carry out the above works or delay in accepting the work award letter or abandonment of work.

In the event of this tender being accepted, I/We hereby tender for execution of the work referred to above upon the terms and conditions contained or referred to therein and in accordance in all respects with the specifications, designs and other relevant details at the rates contained in Financial Bid and within the specified period of 30 days failing which Council reserves the right to terminate the contract and bound to forfeit the entire amount of Earnest Money Deposit.

In consideration of I / We being invited to tender, I / We agree to keep the tender open for acceptance for 120 days from the due date of submission thereof and not to make any modifications in its terms and conditions which are not acceptable to the Council.

If I / We fail to keep the tender open as aforesaid of make any modifications in the terms and conditions of the tender which are not acceptable to the Council, I / We agree that the Council shall without prejudice to any other right or remedy, be at liberty to forfeit the said earnest money absolutely. Should this tender be accepted, I / We agree to abide by & fulfill all the terms conditions of aforesaid document

I / We understand that Council is not bound to award the lowest bidder or bound to assign any reasons for rejecting my / our Bid.

I / We agree to pay all applicable taxes prevailing and be levied on items and rates quoted by me / us and are inclusive of the same. I / We enclose the bid complete in all respect duly signed by me / us in a Sealed Envelope containing EMD, Technical Bid and Financial Bid.

(Signature)
Duly authorized to sign the Tender
Name, Address & contact Number