



THE LAWRENCE SCHOOL, LOVEDALE, THE NILGIRIS - 643003

Expression of Interest (EOI) document

For **Providing exterior waterproof painting for exposed wire cut bricks of Junior school building** which includes Painting and civil works

EOI No	EOI/LS/EM/WPP/617
Name of the Work	Providing exterior waterproof painting for exposed wire cut bricks of Junior school building
EOI Issue Date	09.09.2021
Pre – EOI Meeting	14.09.2021
Last Date of Submission	18.09.2021 before 3 PM
Period of completion	60 days

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DISCLAIMER

The information contained in this EOI document or subsequently provided to Applicants, whether in document or verbal or any other form by or on behalf of The Lawrence School, Lovedale, Udhamandalam, The Nilgiris – 643 003, Tamil Nadu, any of its employees or advisors, is provided to applicants on the terms and conditions set out in this EOI document and such other terms and conditions subject to which such information is provided.

The purpose of this EOI document is to provide interested parties with information that may be useful to them in eliciting their proposals pursuant to this EOI document. This Tender document may not be appropriate for all persons, and it is not possible for the school, its employees or advisors to consider the investment objectives, financial situation and particular needs of each party who reads or uses this EOI document.

This EOI document includes statements, which reflect various assumptions and assessments made by the School in relation to the Contract. Such assumptions, assessments and statements do not purport to contain all the information that each applicant may require.

The assumptions, assessments, statements and information contained in this EOI document, may not be complete, accurate, adequate or correct. Each applicant should, therefore, conduct his/her own investigations and analysis and should check the accuracy, adequacy, correctness, reliability and completeness of the assumptions, assessments, statements and information contained in this EOI document and obtain independent advice from appropriate sources.

Information provided in this document to the applicant(s) is on a wide range of matters, some of which depends upon interpretation of law. The information given is not an exhaustive account of statutory requirements and should not be regarded as a complete or authoritative statement of law. The School accepts no responsibility for the accuracy or otherwise for any interpretation or opinion on law expressed herein.

The School, its employees and advisors make no representation or warranty and shall have no liability to any person, including any applicant under any law, statute, rules or regulations or tort, principles of restitution or unjust enrichment or otherwise for any loss, damages, cost or expense which may arise from or be incurred or suffered on account of anything contained in this EOI document or otherwise, including the accuracy, adequacy, correctness, completeness or reliability of the EOI document and any assessment, assumption, statement or information contained therein or deemed to form part of this EOI document or arising in any way in this EOI Stage.

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Section-A

1. Scope:

The Lawrence School, Lovedale, Udthagamandalam, The Nilgiris, Tamilnadu (hereinafter referred to as the "School"), an Educational Institution, invites sealed EOI(s) for **Providing exterior waterproof painting for exposed wire cut bricks of Junior school building** for The Lawrence School in its permanent campus at Lovedale as per this EOI document. The applicant shall execute the work as per the specifications mentioned in the tender schedule (Annexure -II). The tender document can be downloaded from the Institute website at URL Link: <https://www.thelawrenceschool.org/tenders>

2. Eligibility Criteria:

All the contractors must fulfill the following eligibility criteria and submit the documents and the declarations (duly self-attested) in support of their claim along with the EOI. The applications of those are not meeting the Eligibility Criteria stated below and not accompanied with the requisite documents be treated as incomplete hence be rejected.

- i. Intending tenderers must be a GST registered individual/firm/company.
- ii. The tenderer is required to submit a self-attested copy of PAN / GST certificates.
- iii. The tenderer / firm should have registered with the Provident Fund Commissioner and the ESI authorities and the workmen are covered under Workmen Compensation Act and the firm should have full responsibilities for labour license and other policies. Copy of the PF / ESI registration to be submitted along with this document. If ESI/PF registration is not done, a justification in this regard be submitted.
- iv. The tenderer should have experience in executing Construction works, Renovation works, Repair works in renowned establishments which includes **Painting and Civil works**.
- v. The tenderers should have completed minimum **two works** of similar nature of minimum value of **Rs. 4 lakhs** each or one single work of value of **Rs. 8 lakhs** in their name, during the last three years. Photocopies of the completion certificates / award letters should be submitted along with this EOI.
- vi. Turnover per annum should be not less than **10 Lakhs**. Copy of IT returns filed for the past 3 years to be submitted.
- vii. Tenders in the name of the Minors or on behalf of the Minors will be rejected.
- viii. Copy of registration of the Agency / Firm / Company issued by the concerned authority to be submitted, if applicable.
- ix. In case of Firms / Companies / Establishment etc., the authorized representative can submit the EOI application along with authorization letter.

3. **Evaluation of EOI:**

- i. The tenderers who fulfill the Eligibility criteria will be considered for Evaluation. The EOI of tenderers who does not fulfill the eligibility criteria will be rejected.
- ii. The EOI will be evaluated based on item rates quoted in Annexure – II (commercial bid).
- iii. Apart from the above-mentioned evaluation, a committee appointed by the School will carry out physical inspection of the **Civil & Painting works** executed by the contractor for evaluation, if required.
- iv. A committee constituted by the School shall evaluate the EOI's. The decision of the committee in the evaluation of the EOI's shall be final. No correspondence will be entertained outside the process of negotiation / discussion with the committee.
- v. Any approach from the applicant or his representative, trying to influence the decision on the EOI, officially or otherwise, shall render the EOI liable to be summarily rejected. The committee has been empowered to take the final decision regarding the EOI.

Section-B

4. **Submission of EOI:**

- i. Pre-EOI meeting will be held on **14.09.2021** at 3:00 PM at The Lawrence School, Lovedale. The prospective applicant(s) are requested to attend the Pre-EOI meeting on scheduled date and time. Technical requirements, Terms & Conditions or any other query related to this EOI shall be opened for discussion for wider competition and competitive prices. The Pre-EOI queries to be submitted on or before **12.09.2021** by 03:00 PM to the mail ID pc@thelawrenceschool.org. No queries would be acceptable after the prescribed timeline.
- ii. The EOI should be received as mentioned in the appropriate manner by **18.09.2021** by 03:00 PM.
- iii. The tenderer shall drop the EOI in a sealed cover duly signed on each page of EOI in the Box kept at the Main Gate of the School. Outstation tenderers may send the hard copy of the EOI through courier and also send the softcopy of the EOI by mail to mail ID pc@thelawrenceschool.org
- iv. The EOI's received after the stipulated date and time will not be accepted.
- v. The incomplete EOI forms and unsigned Terms & Conditions will be rejected.
- vi. EOI forms with any pre-conditions or additional conditions other than the conditions prescribed and submitted by the applicant will summarily be rejected at the time of opening of EOI's.
- vii. The interested parties may inspect the premises before submitting the EOI form.

- viii. The tenderer should closely peruse all the specifications clauses, which govern the rates for which he is tendering.
- ix. A schedule of quantities accompanies this tender document. It shall be understood that the school does not accept any responsibility for the correctness of the quantities in the schedule and that this schedule of quantities is liable to alterations, omissions, deductions, additions at the discretion of The Headmaster, The Lawrence school, Lovedale, Ooty.
- x. The Rates quoted should include Duties/ Taxes/ Levies/ GST / Transportation Charges/ Octroi/ any other taxes, if any, etc., including loading and unloading.

5. **Opening of EOI's:**

- i. EOI's will be opened by the committee formed by the school and not in presence of the bidders. In case of poor response, the school reserves rights to extend the last date of issue & submission of tender forms.
- ii. The decision to accept or reject any or all EOI's without assigning any reason thereof and also not bound to accept the lowest tender, what so ever and if considered necessary, to award the contract to more than one contractor, will rest with the Headmaster, The Lawrence School, Lovedale.
- iii. Tenders submitted without fulfilling the prescribed conditions / incomplete in any respect are liable to be rejected.

Section – C

6. **Allotment of Contract:**

As per the recommendations of the committee, the contract will be allotted to the successful applicant after discussing the item rates quoted by the applicant. The successful applicant shall be issued with a work order for **Providing exterior waterproof painting for exposed wire cut bricks of Junior school building** for which he/she emerged as successful bidder within 7 days from the date of issue of Letter of Intent (LOI).

7. **Termination of Contract:**

- i. The School is at liberty to terminate the Contract with one-month notice, without assigning any reasons.
- ii. The Headmaster, The Lawrence School, Lovedale, shall have the right to terminate the contract, by giving 30 days' notice, if in his opinion the quality of services offered is not up to the standard/satisfactory.
- iii. In case The Lawrence School, Lovedale, suspects or finds any supply/contractual work is entrusted to any sub-contractor on piecemeal basis or on regular terms, the Headmaster, The Lawrence School, Lovedale, reserves the right to terminate the contract without assigning any reasons.

- iv. If even after award of contract, the information/facts submitted by the contractor/applicant are found misleading/incorrect/false etc., The Headmaster of The Lawrence School, Lovedale, reserves the right to terminate the contract.
- v. If dispute or difference of any kind arises between The Lawrence School, Lovedale, and the Contractor in connection with or relating to the Contract, the parties shall make every effort to resolve the same amicably by mutual consultations.
- vi. All claims and any type of disputes, that may arise before, during the execution of work or in the matter of interpretation of various clauses of documents or execution of works shall be settled across the table by the parties. Failing such a settlement, the matter will be adjudicated upon by a sole arbitrator to be appointed by the Headmaster or his successors and the same shall be dealt in accordance with the provisions of the Arbitration and Conciliation Act 1996 and or any statutory modification thereof for the time being in force. The award of the Arbitrator shall be binding on the parties.
- vii. Venue of Arbitration: The venue of arbitration shall be the place from where the Contract has been issued, in this case The Lawrence School, Lovedale.
- viii. The Court of Judicature at Nilgiris will have the exclusive jurisdiction to try the disputes.
- ix. The Contract shall be governed by and interpreted in accordance with laws of India for the time being in force.

Section – D

8. TERMS AND CONDITIONS OF CONTRACT:

- i. The tenderer should closely pursue all the specifications given in this tender document, which govern the model & make of the material for which he is tendering.
- ii. The tenderer should quote their tender rates both in words and figures clearly in the tender form only.
- iii. The successful tenderer will ensure compliance of all the relevant provisions of the Laws/terms of contract. The Contractor will be held wholly responsible for any action taken by statutory bodies for violation/non-compliance of any such provision/rule.
- iv. The contractor is responsible for any collateral damages done to the existing property of the school during the course of the work and the same should be rectified at his own risk and cost.
- v. The contractor is liable for the school assets/fixtures and scrap removed from the site, which has to be handed over to the Engineer In-Charge
- vi. Any debris generated out of the work is to be disposed off on regular basis by the contractor.

- vii. Permission to operate JCB is Compulsory and necessary permission to operate JCB/other earth mowing equipment's to be obtained from Government authorities is under the scope of the contractor.
- viii. Any liasoning required from local bodies to execute this work is under the scope of the vendor.
- ix. The contract period will be as per the mutual agreement, commencing from the date of signing the contract.
- x. The date of commencement of this project will be the date on which the site (Premises) is handed over to the contractor. The time fixed for completion of the entire work shall be according to the work order.
- xi. The transportation loading-unloading & other charges will be inclusive in rates quoted by contractor/applicant.
- xii. No accommodation will be provided within the school campus during the progress of the work.
- xiii. The successful tenderer is liable to furnish interest free Security Deposit in the form of Account Payee Demand Draft from a Commercial Bank drawn in favor of "The Headmaster, The Lawrence School, Lovedale". This has to be given within specified time frame mentioned in the Letter of Intent (LOI).
- xiv. A work order will be executed on receipt of security deposit.
- xv. In case of any dispute between the successful tenderer and its employee, The Lawrence School, Lovedale will have no responsibility and shall not be responsible for any compensation in any form to such employment to any of such employees during or after the expiry of this agreement.
- xvi. The successful tenderer shall not do anything inside or outside the premises, which may create nuisance or any cause of inconvenience to the students, working staffs or to the visitors visiting the premises.
- xvii. These are only proposed draft, terms & conditions and can be modified/changed or added at the time of finalization and signing the agreement.
- xviii. If the contractor is a partnership of two or more persons all such persons shall be jointly and severally liable to the School for the fulfillment of the terms of contract.
- xix. While working at site, some restrictions may be imposed by Engineer-in-Charge/ Security staff of The Lawrence School, Lovedale or Local Authorities regarding safety and security etc., the contractor shall be bound to follow all such restrictions/instructions and nothing extra shall be payable on this account.
- xx. No compensation shall be payable to the contractor for any damage caused by rains lightening, wind, storm, floods, Tornado, earth quakes or other natural calamities during the execution of work. He shall make good all such damages at his own cost; and no claim on this account will be entertained.
- xxi. No labour hutment shall be allowed in the premises. All laborers should leave the site after day's work. The security & watch ward of site, contractor materials/work etc. shall be at his cost only.

- xxii. The work has to be executed in accordance with the specification mentioned in the BOQ and in case of any discrepancy the specifications with latest amendments if any, shall be followed. The decision of the Engineer-In-Charge in this regard shall be final and binding upon the contractor.
- xxiii. All the civil works, if required, like fixing of load hooks, making chases in the wall, drilling of holes, fixing of doors and finishing of jambs, providing scaffolding for carrying out complete works shall be arranged by the contractor and making good the same. Nothing extra on these account shall be considered or paid.
- xxiv. The contractor shall be fully responsible for any injury or damage caused to the workmen/equipment deployed by him at site for carrying out the work and The Lawrence School, Lovedale has nothing to do with such happenings and in no way shall be held responsible for the same.
- xxv. All communication should be addressed to The Headmaster, The Lawrence School, Lovedale.

9. **SPECIAL CONDITIONS OF EOI**

The Contractor is required to give confirmation of their acceptance of Special Conditions of the EOI mentioned below which will automatically be considered as part of the Contract concluded with the successful Contractor as selected by the School. Failure to do so may result in rejection of EOI submitted by the Contractor.

- i. **Security Deposit:** - The successful tenderer has to deposit **2%** of the contact value as Security Deposit. The tenderer may remit the Security Deposit through Demand Draft or through online bank transfer in favour of The Headmaster, The Lawrence School, Lovedale. The details of bank details are given below for online transfer. This security deposit will cover entire period of the contract and will be released after 2 months from the date of successful completion of the work.

Customer name: The Headmaster, THE LAWRENCE SCHOOL, LOVEDALE
Customer SBI Bank a/c number: SB A/C 10920587087
Bank Name: State Bank of India
Branch Name: Lovedale
Bank Street Address: THE LAWRENCE SCHOOL CAMPUS, LOVEDALE
Branch Code: 3162
IFSC CODE: SBIN0003162

- ii. **Payment terms:** - As per mutually agreed terms during awarding the contract.
- iii. **Advance Payments:** - No advance payment will be made.
- iv. **Water & Electricity:** - The school does not provide water and electricity required for the work.
 - a. However water may be provided by the school upon payment of Rs. 3.75/- for every Rs. 1000/- of bill amount.

- b. Electricity may be provided by the school upon payment of Rs. 9.50/- per unit.
(Necessary energy meters and accessories to be organized by the contractor)
- v. **Statutory deduction:** - Statutory deductions will be deducted at source from the contractor bills.
- vi. **Statutory compliance:** - On production of labour license, PF, ESI payment documents the recovery towards PF, ESI etc shall not be recovered from their bills.
- vii. **Defect Liability:** - The defect liability period will be **one year** from the date of clearance of the final bill. A sum equal to 10% of the value of the work shall be deducted and retained by the school and refunded after completion of the defect liability period.
- viii. **Risk & Expense clause:** - In case if the quality of the material used is not as per specification (or) not of standard quality (or) poor workmanship, 2% of gross bill amount will be deducted as penalty or as decided by The Headmaster, The Lawrence School, Lovedale. Repeated fault may result in forfeiture of part or whole of Security Deposit and even termination of the contract.
- ix. **Liquidated Damages:** - 2% of the accepted contract value per week of delay or part thereof subject to a maximum of 10% of the accepted contract value.

INSTRUCTIONS TO TENDERERS

1.0 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.

2.0 SITE PARTICULARS

Tenderers are advised to inspect and examine the site and its surroundings and satisfy themselves before submitting their tenders as to nature of work, site conditions, means of access to the site etc. Non - familiarity with the site conditions will not be considered a reason either for extra claims or for not carrying out the work in strict conformity with the specifications. For site visit and any clarification/information/assistance, the intending tenderers may contact The Estate Manger, The Lawrence School, Lovedale during working days between 9 am to 5 pm.

3.0 ABNORMAL RATES

The tenderer is expected to quote rate for each item after careful analysis of costs involved for the performance of the complete item considering technical specifications and conditions of contract. This will avoid a loss or gain in case of curtailment or change of specifications for any item. If, it is noticed that the unit rates quoted by the Tenderer for any item is unusually high or low, it will be sufficient cause for rejection of the tender unless School representatives are 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. Notwithstanding anything therein stated, the rates once accepted by School representatives shall be final and shall not be subject to any change either on account of un-workability of unit rates or on any other ground whatsoever.

4.0 DEVIATIONS TO TENDER CLAUSES

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

5.0 VALIDITY OF OFFER

Tender submitted by tenderers shall remain valid for acceptance for a minimum period of 90 days from the date of opening of the tenders. The tenderer's shall not be entitled during the said period of 90 days, to revoke or cancel their Tender or to vary the Tender given or any term thereof, without the consent in writing from The Lawrence School, Lovedale.

6.0 CORRECTIONS

No corrections or overwriting will be entertained in schedule of rates by using correcting fluid. All corrections in the schedule of rate should be initialed.

7.0 FIRM RATES

- a) The rates quoted by bidder shall remain firm till completion of all works even during the extended period if any, on any account whatsoever. It may be noted that no deviation on this account will be acceptable and offer not containing firm price shall not be considered.
- b) In the event that no rate has been quoted for any item(s) in the schedule of quantities enclosed with the tender document, leaving the space so provided and the corresponding amount blank, it will be presumed that the tenderer has included the cost of this/these item(s) in other items and rate for such item(s) will be considered as zero and work will be required to be executed accordingly.
- c) If it is observed at any stage that the tenderer has modified/ altered any of the contents/ matter of the tender document then his tender shall be rejected. In such event, The Lawrence School, Lovedale shall be free to take appropriate legal action against the said tenderer.
- d) It will be obligatory on the part of the tenderer to sign the tender documents for all the components & parts. After the work is awarded, the tenderer will have to enter into an agreement on proforma to be provided by The Lawrence School, Lovedale for work awarded, on a non-judicial stamp paper of requisite value within 7 days from date of acceptance of LOI or before the work is undertaken, whichever is earlier.

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