

The Indian School

KINGDOM OF BAHRAIN

Estd. 1950



المدرسة الهندية

مملكة البحرين

ISO 9001: 2008 Certified Institution

Tender for Modification works in Existing Toilets - Isa Town Campus

Indian School Bahrain (ISB) wishes to invite tender from experienced and qualified tenderers for Modification works in Existing Toilets for Isa Town Campus.

INSTRUCTIONS TO TENDERERS

The Tenderer is to read carefully the instructions set out below and no claim will be entertained on the grounds of failure to read or comply with these instructions or for any alleged misunderstanding of their importance.

1. Premises Inspection

The Tenderer is to visit and inspect the premises and equipment and obtain all requisite information regarding the nature of the area of works and the quantities materials required, local conditions, means of access and any other matters affecting this tender.

2. Pricing

- i) All items requested to be or priced by the Tenderer are to be completed or priced in INK and any alteration must be initialed by the person signing the Tender Form.
- ii) The price set down by the Tenderer in the "Form of Tender" is to be the fully inclusive value of the finished works described and are to include for profit and all obligations and liabilities of every kind which under the Contract are to be borne by the Contractor

3. Form of Tender

- a) The Tender must be submitted on the Form of Tender provided. The tender amount is to be inserted in words and in figures in the space provided and

all other blank spaces elsewhere in the Form of Tender must be filled in with information required.

- b) The Tender must be signed by a person properly authorized for this purpose and the registered name and address of the Contractor must be printed in BLOCK LETTERS or typed in the space provided. No Tender that is incompletely or improperly filled in will be considered.
- c) Any doubt or specific assumptions raised or made during the compilation of the Tender should be reflected at the time of tendering in a covering letter submitted with the Form of Tender.

4. Delivery of Tenders

- a) Tenders must be delivered in a properly sealed envelope and with no external inscription or mark of identification other than "**TENDER FOR MODIFICATION WORKS IN THE TOILETS AND OTHER AREAS**"- Part I - on the top left hand corner of the envelope.
- b) The sealed envelope shall be deposited, in the tender box placed in 1st Floor, Executive Committee Room, Administration Block, Isa Town Campus, Indian School Bahrain, not later than 04.00 pm, 10th July 2018
- c) Tenders delivered after the date and time stated above will not be considered.

5. Formal Contract

The Contractor whose tender is accepted will be required to execute the formal contract. If the Contractor fails to sign the formal contract document within two days of notification that the contract documents are ready for signature, then the acceptance of this tender shall be considered cancelled without prejudice to any rights or remedies the Employer may have in respect of such failure.

6. Validity of Tender

The Tender shall remain a valid open for any time up to the date of completion of the works.

7. Employer Accepts No Obligation

- a. Indian School will not reimburse a Tenderer for any costs incurred in the preparation of the Tender.
- ii) Indian School will validate the tenders based on technical feasibility, competency of the tenderer as well as the commercial aspects and is not bound to accept the lowest or any tender and will not assign a reason for the rejection of any Tender.

PRELIMINARIES

1. Term

- The term “**The Employer**” means the Indian School, PO Box 558 Kingdom of Bahrain.(ISB)
- The term the “**Contractor**” means the subcontractor who has been awarded the particular type of sub-contracting work.
- The term “**Works**” means the Modification works to be provided by the Contractor.

2. Premises

Premises described as **Isa Town Campus**, Indian school Bahrain where the comprehensive Modification works are to be carried out is as follows:

- Inside the school building Toilet areas and class room areas in specific locations.

3. Scope of Work

Comprehensive Modification works as mentioned below:

1. Construction of new WC rooms inside the toilets with all necessary supply and fixing of W.C, floor and wall tiles, plumbing and drainage works complete as per the site conditions.(In different floors and different blocks). The units to be checked for satisfactory operation and are to be ready by 22nd August 2018.
2. Cut the existing wall inside the class room and to make a window according to the given measurement. (Total Two numbers of windows in two separate class rooms one in each).

The Contractor shall be responsible for carrying out and planning the Modification works as detailed in the: “**Scope of works**” and all required details will be discussed and communicated during the mandatory site visits.

4. Instructions

1. Tenderers are request to visit the school and make themselves to satisfy for the nature of work and accuracy of quantities required to be executed as per scope of work mentioned before submitting their proposals.

2. All the work to be finished within the time period that is not later than by 22nd August 2018. As it's to be strictly noted as we have to carry out this works during the school vocation period only.
3. The tenderers should submit the list of manpower who is entering the premises for the work with submission of their CPR and VISA documents. Only the authorized manpower will be allowed to enter the premises.
4. A preliminary schedule of work to be given, the workers should have proper PPE and should be safety inducted. During the work, periodic inspection will be carried out by ISB facility and maintenance department.
5. The tenderers should have appropriate license from the concerned ministry in Bahrain.

5. Damages

The Contractor shall make good any damage free of charge and caused during execution of his work. He shall be responsible for the protection of works of any adjoining property exposed by his work.

6. Working Program

- i) The contractor shall prepare detailed work program indicating the dates upon which it is proposed that various operations of the Works are to be commenced and completed in order to comply with the overall period of contract. He shall within 2 days of the Employer's instruction to proceed with the Works submit three copies of this program to the Employer for his reference and shall make subsequent revisions as required.
- ii) An update record of progress shall be kept by the Contractor/his representative and reported to the employer as and when required by him.

7. Daily Report – Daily planned vs Actuals

The Contractor shall submit daily to the employer a report giving the progress of the planned work, materials used, Manpower details and any constraints.

8. Safety Precautions

The Contractor shall take such measures as may be necessary to ensure the safety of persons at the work sites.

9. Method of Working

The Method of working to be given in writing by the contractor to the employer, wherever necessary and it's to be approved but any approval that may be given

will not relieve the Contractor of his responsibility for the proper execution and safety of the Works.

10. Attendance

In addition to providing the required man power to carry out the Modification work as detailed, the Contractor shall ensure that the regular attendance of adequate workers. The Quantity / Number of workers and staff listed in the "Schedule of Man Power" shall be in attendance during all normal working days.
Weekdays : Saturday, Sunday, Monday, Tuesday, Wednesday, Thursday
Weekends : Friday

CONTRACT CONDITIONS

1. Period of Contract

This Contract shall be for a short term of 40 days. At any cost all works to be completed by 22th August 2018.

2. Duties of the Contractor

a) General

The Contractor shall provide to the satisfaction of the ISB, Modification works in accordance with the provisions included in this Tender.

b) Contractor's Staff

The Contractor shall provide fully trained and qualified workers and staff who have been satisfactorily investigated as to their honesty and who are competent to execute the Works. Should the Employer for any reason whatsoever be of the opinion that any member of the staff appointed by the Contractor is unsatisfactory, the Contractor upon receipt of written notice from the Employer shall immediately terminate the assignment of such person and make arrangements for a suitable replacement without stopping the execution of the Works during this time. Contractor shall not transfer or withdraw staff without written consent of the Employer.

Should the Contractor fail to comply with written instructions ISB reserves the right to withhold payment of the cost of the unsatisfactory person. Insofar as may be necessary to ensure compliance with the Contractor's obligations, the Employers designated staff shall be entitled to give instructions to any of the Contractor's staff provided that such instructions will not absolve or relieve the Contractor from any of its responsibilities or obligations here in.

Should the contractor staff have problems with the contractors they shall be replaced immediately by appropriate notification to the Employer.

c) Supervision

The Contractor shall at all reasonable times keep upon the works a competent person in charge.

d) Specification

The Works shall be executed to the highest standards and in accordance with all relevant safety codes and codes of practice.

Communications

The supervisor incharge is to be provided with a mobile telephone by the contractor and all associated cost to be to the contractor's account.

e) Transport

The Contractor shall provide all necessary transport for its staff to and from the location of the works as and when required.

f) Regulations and Laws

The Contractor shall comply with all the Statutes Ordinance Laws regulations and Bye-Laws of the Kingdom of Bahrain (including but not limited to the Bahrain Labor Law 1976, any subsequent amendments thereto) and shall pay and indemnify The Employer against any fees or charges legally demandable under the same in relation to the execution of the works.

3. Contract Sum

a) In consideration of the due execution of the works, The contractor can submit the invoice which will be reviewed and certified by the employer and the payments will be after two weeks from the date of certification.

b) The cost of all tools, and equipment spares purchased by the Contractor for the purpose of carrying out the type of work under his obligation of this contract, shall be to his account.

4. Access

The Employer will allow the Contractor access to ISB - every week day, including official Holidays in case of any emergency.

5. Indemnity and Insurance

The Contractor shall (as between the parties hereto) accept liability for and shall indemnify the Employer against any liability claim proceedings expense or loss in any respect of personal injury to or the death of any person whatsoever (unless due to the negligence or willful default of the Employer or of its employees or agents other than the Contractor) or in respect of damage to any property whatsoever to whomsoever belonging and wherever situated (including the works) where such injury death or damage as the case may be shall be caused by or arise out of or in course of the execution of the Works.

6. Confidentiality

No information relating to the Works shall be given transmitted or disclosed by the Contractor to any third party except in the proper performance of the works or with the prior written permission of the Employer.

7. Use of Other Contractors

In case of default on the part of the Contractor at any time during the execution of this Agreement for a period exceeding two working days, the Employer shall have the power to employ and pay other persons to execute the works and all expenses consequent thereon or incidental thereto shall be borne by and recoverable from the contractor and may be deducted by The Employer from any monies due or which may become due to the Contractor.

8. Termination

The Employer shall have the right to terminate this Agreement at any time without specifying a reason by giving thirty (30) days' notice in writing to the Contractor and in this event the Contractor shall be paid for that part of the works executed prior to the time of termination and such payment shall be accepted by the Contractor in full settlement of its entitlement to payment. The Contractor cannot terminate this Agreement unless frustrated by force major continuing for a period of at least sixty (60) days or unless the Employer is in default of its obligations under this Agreement in which case the Contractor shall give sixty (60) days' notice in writing to the Employer specifying the default provided that if such default is remedied within the period there be no termination.

9. Governing Law

The formal contract shall be executed in Kingdom of Bahrain and in accordance with laws in Kingdom of Bahrain. All dates and periods of time shall be construed in accordance with the Gregorian Calendar.

10. Arbitration

Any dispute or difference arising out of this Agreement shall be referred to the arbitration and final decision of a person to be mutually agreed, or failing agreement within Forty (40) days of notice by one party to the other calling on the other to agree to the person named in the notice, a person to be appointed by a Competent Court in the Kingdom of Bahrain. The award of such arbitrator shall be final and binding on both parties. This Arbitration shall take place in Kingdom of Bahrain in accordance with Kingdom of Bahrain Law and shall be conducted in the English Language.

11. Assignment and Subletting

The Contractor shall not assign this Agreement or sublet the execution of the whole or any part thereof without the prior approval in writing of the Employer.

12. Designated Staff

The specified employees of the client are designated to co-ordinate on behalf of the employer and are entitled to give instructions to the supervisor in charge of the contractor.

13. Site Mobilization

The commencement date of the contract is 14th July 2018. The Contractor shall mobilize the work force and equipment and tools necessary for the performance of the Modification works and be ready to begin working at site on 14th July 2018.

14. Schedule of Manpower

Table – I

Period	Manpower Requirements		
	Workers	Staffs	Total
14 th July 2018 to 22 nd August 2018			

15. Tender Price

Table – II

Description of the work	Location	Number	Rate	Amount
Construction of Toilet Room inside the existing toilet area				
Construction of windows in the class rooms				
			Total	

16. Details of supply of materials

Table – III

Sl.no	Items	Quantity of items	Manufacturer	Price

17. Experience:

The details of the experience of the tenderer in similar environment shall be described in the below table - IV

Sl. no	Name of the client	From	To

FORM OF TENDER

Chairman,
Indian School Bahrain,
P O Box
Manama, Kingdom of Bahrain

Dear Sir,

I / We the undersigned, having examined the Scope of Works and the Conditions of Contract for the Modification works hereby offer to carry out and complete the full Works referred, described and shown, therein on a fixed basis for the sum of

1. BD.....(in words)

and in the event my / our Tender is accepted in apart, I / We offer to carry out and complete the assigned work for the sum indicated in the Price Summary page for the assigned Works.

I / We undertake if our Tender is accepted in part or full, to commence Modification works in the date specified in this tender (14th July 2018).

I / We agree to abide by this Tender to execute and to complete the work in a period of 40 days from the date of commencement of the contract (22nd Aug 2018) and it shall remain binding upon me / us.

Sign : _____

Name : _____

Designation : _____

Company : _____

Address : _____

Date : _____

CR. No. : _____

Stamp : _____