

RFP (TENDER BID)

Army Public School
Sadhuwali Cantt
Sriganganagar

APS/SGNR/ACCTS/17

02 July 2022

REQUEST FOR PROPOSAL (RFP) AGAINST OPEN TENDER ENQUIRY (OTE) IN TWO BID SYSTEM

INVITATION OF BIDS FOR FENCING OF 02 X LAWN TENNIS COURTS IN ARMY PUBLIC SCHOOL, SRIGANGANAGAR (SADHUWALI MILITARY STATION)

REQUEST FOR PROPOSAL (RFP) NO APS/SGNR/ACCTS/17 DT 03 July 2022

1. Bids are invited on School website (TWO BID SYSTEM). Bids are invited for Fencing of 02 x Lawn Tennis Courts at Army Public School, Sriganganagar (Raj) is listed in Part II of this RFP. Please subscribe the above mentioned title, RFP number and date of opening of the Bids on the sealed cover to avoid the Bid being declared invalid. Presiding Officer will be hereinafter referred to as the buyer or purchaser.

2. Critical dates for the tender are as below:-

S No	Event	Date	Time
(a)	Date of Publication of Tender	03 July 2022	1300 hrs
(b)	Start date of clarification	04 July 2022	1330 hrs
(c)	End date of clarification	05 July 2022	1330 hrs
(d)	Pre Bid meeting start date	05 July 2022	1400 hrs
(e)	Pre Bid meeting end date	06 July 2022	1400 hrs
(f)	Start date for submission of tender/bids	06 July 2022	1430hrs
(g)	End date for submission of bids	13 July 2022	1230 hrs
(h)	Bid opening date	14 July 2022	0900 hrs
(j)	Technical Evaluation	14 July 2022	1230 hrs
(k)	Financial Bid opening	16 July 2022	0900 hrs
(l)	Award of Contract (AOC)	----	---

3. **Failure to submit technical bid documents will render the bid invalid at the technical evaluation stage itself. The project will be treated as a Turnkey Project and bidders will be required to bid for all items/services. Piecemeal bids will be considered as invalid.**

4. The address and contact numbers for sending Bids or seeking clarifications regarding this RFP are given below:-

- (a) Bids/queries to be addressed to : Mr Raja Sharma
Principal
Army Public School
Sadhuwali Cantt
Sriganganagar
- (b) Postal address for sending the bids : Mr Raja Sharma
Principal
Army Public School
Sadhuwali Cantt
Sriganganagar
- (c) Name/designation of the contact personnel : Mr Raja Sharma
Principal
Army Public School
Sadhuwali Cantt
Sriganganagar
- (d) Telephone numbers of the contact personnel : 0154-2942192, 8003498735
- (e) e-mail IDs of contact personnel : apssriganganagar@awesindia.edu.in
- (f) Fax number : Nil

5. 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 critical date and 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 Requirement (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.

6. 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 becomes necessary at any stage.

(Mr Raja Sharma)
Principal

Enclosures: As above

PART I : GENERAL INFORMATION

1. **Last Date and Time for Depositing the Bids:** 13 July 2022 at 1230hrs. The sealed Bids (both technical and Commercial, in case two bids are called for) should be deposited/reach by the due date and time. The responsibility to ensure this lies with the Bidder.
2. **Manner of Depositing the Bids.** Tender can be submitted offline. Sealed Manual Bids to be dropped in the tender box, marked as **TENDER BOX** kept at TCP-1 Army Public School, Sadhuwali Cantt, Sriganaganagar (Raj). Late tenders will not be considered. No responsibility will be taken for postal delay or non-delivery/non-receipt of Bid documents. Bids sent by FAX or e-mail will not be considered (unless they have been specifically called for by these modes due to urgency).
3. **Time and Date for Opening of Bids.** 14 July 2022 at 0900hrs (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. **Location of the Tender Box.** TCP-1 gate of Army Public School, Sadhuwali Cantt, Sriganaganagar. Only those Bids that are found in the Tender Box will be opened. Bids dropped in the wrong Tender Box will be rendered invalid.
5. **Place of Opening of the Bids.** Army Public School, Sadhuwali Cantt, Sriganaganagar. 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 representative of all the Bidders. This event will not be postponed due to non-presence of your representative.
6. **Two Bid System.** In case of the Two-Bid system, only the Technical Bid would be opened on the time and date mentioned above. Date of opening of the Commercial Bid will be intimated after acceptance of Technical Bids. Commercial Bids of only those firms will be opened, whose Technical Bids are found compliant/ suitable after Technical evaluation is done by the Buyer.
7. **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, contact Number & e-mail address of their office.
8. **Clarification Regarding Contents of the RFP.** A prospective bidder who requires clarification regarding the contents of the bidding documents can clarify the same in the pre-bid meeting as per schedule.
9. **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 e-mail 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.

10. **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.

11. **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.

12. **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.

13. **Validity of Bids.** The Bids should remain valid after 30 days from the last date of submission of the Bids.

14. **Earnest Money Deposit.** Bidders are required to submit Earnest Money Deposit for an amount of **3% of the total quoted amount** along with their bids. The EMD may be submitted in the form of an Account Payee Demand Draft, Fixed Deposit Receipt, Bankers Cheque or Bank Guarantee from any of the Public Sector Banks or a Private Sector Bank authorized to conduct government business. EMD is to remain valid for a period of thirty days beyond the final bid validity period. EMD of the unsuccessful bidders will be return to them at the earliest after expiry of the final bid validity and latest on or before the 30th day after the award of the contract. The Bid security of the successful bidder would be returned, without any interest whatsoever, after the receipt of performance security from them as called for in the contract. The EMD will be forfeited if the bidder withdraws or amend, impairs or derogates from the tender in any respect within the validity period of the tender.

(14A) Exemption from Submission of Bid Security. Bid security is not required to be obtained from Micro and Small Enterprises (MSEs) as defined in MSE Procurement Policy issued by Department of Micro, Small and Medium Enterprises (MSME)/ MSEs registered with NSIC and under Udyog Aadhaar Memorandum (UAM) and those firms who are registered with the Central Purchase Organisation or Departments/ Ministries of the Government of India for the same item/ range of products, goods or services for which the tenders have been issued. Bid Security may not be asked for if the value of the tender is ₹ 5,00,000/- or less. MSEs are normally exempted from Bid Security.

15. **Delivery Period.** Delivery period for supply of items would be 30 days from the effective date of contract. Please note that the contract can be cancelled unilaterally by the Buyer in case items are not received within the contracted delivery period. Extension of the contracted delivery period will be at the sole discretion of the Buyer, with applicability of LD clause.

16. **Consignee Details :**

Mr Raja Sharma
Principal
Army Public School
Sadhuwali Cantt
Sriganganagar

(Mr Raja Sharma)
Principal

PART II: ESSENTIAL DETAILS OF ITEMS/SERVICES REQUIRED

1. **Schedule of Requirements.** The schedule of requirements along with technical details areas under:-

S No	Particulars	Specifications	Qty
	Iron Angle Pole	2" x 2" x 13 Ft	60 Nos
	Poll Iron Grouting	Cement	As per Requirement
	---	Bajri	
	---	Grit	
	Zigzag wire netting	25mm x 50mm x 50mm	5000 Sq Ft
	Fitting Material with Labour	-----	-----
	Iron Gate	6' x 4'	3 Pcs
	Fog Lights	50 Watt	8 Pcs
	Light Fitting and wiring	1.5mm	3 Roll

2. **Vendor Qualification / Authentication Criteria.**

<u>S. No</u>	<u>Documents Requires</u>	<u>Compliance (Yes/ No)</u>	<u>Remarks</u>
(aa)	PAN Card Attached		Self attested copy of all documents must be attached.
(ab)	Aadhar Card Attached		
(ac)	ITR for last two years Attached		
(ad)	GST Registration Attached		

3. **Delivery Period.** Delivery period for supply of items would be 30 Days from the effective date of contract. Please note that the contract can be cancelled unilaterally by the Buyer in case items are not received within the contracted delivery period. Extension of the contracted delivery period will be at the sole discretion of the Buyer, with applicability of LD clause.

4. **Consignee Details :**

Mr Raja Sharma
Principal
Army Public School
Sadhuwali Cantt
Sriganganagar

(Mr Raja Sharma)
Principal

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 signature of both the parties on the contract (effective date) and shall remain valid until the completion of the obligation 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. **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.
5. **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 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.
6. **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 Measure for more than One 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 Measure by more than One Months provided Force Measure 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.
7. **Taxes and Duties.** The bidder shall clearly express in the bid, all the taxes, duties and levies as applicable to the quote.

(Mr Raja Sharma)
Principal

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. **Payment Terms.** Stage-wise payments is as mentioned below :-

<u>S No</u>	<u>% of work completed</u>	<u>% of payment out of total contract amount</u>	<u>Remarks</u>
(a)	10%	10%	On proc of items worth 20 % of contract value/ Supply Order.
(b)	90%	90%	On 100 % completion of contract with u/m conditions:- (i) After Acceptance Test Procedure (ATP) (Complete testing of the project). (ii) Final payment after taking into account LD of the Seller.

2. **Risk & Expense Clause.**

(a) Should the stores or any instalment thereof not be delivered within the time specified in the Supply Order, or if defective delivery is made in respect of the stores or any instalment thereof, the Buyer shall after granting the Seller 45 days to cure the breach, be at liberty, without prejudice to the right to recover liquidated damages as a remedy for breach of terms and conditions, to declare the transaction as cancelled either wholly or to the extent of such default.

(b) Should the stores or any instalment thereof not perform in accordance with the specifications / parameters provided by the SELLER during the check proof tests to be done in the BUYER's premises, the BUYER shall be at liberty, without prejudice to any other remedies for breach of terms and conditions, to cancel the transaction 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 SELLER 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 transaction being wholly determined the balance of the stores remaining to be delivered there under.

(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 Supply Order price appropriate to such default or balance shall be recoverable from the SELLER. Such recoveries shall not exceed 40% of the value of the Supply Order.

3. **Force Majeure.** Should any Force Majeure circumstances arise, each of the parties involved in this transaction shall be excused for the non-fulfilment or for the delayed fulfilment of any of its occurrence as long as he informs the other party in writing. Force Majeure shall mean fires, floods, natural disasters or other acts, that are unanticipated or unforeseeable, and not brought about at the instance of the party claiming to be affected by such event, or which, if anticipated or foreseeable, could not be avoided or provided for, and which has caused the non-performance or delay in performance, such as war, turmoil, strikes, sabotage, explosions, quarantine restriction beyond the control of either party. A party claiming Force Majeure shall exercise reasonable diligence to seek to overcome the Force Majeure event and to mitigate the effects thereof on the performance of its obligations under this transaction.

4. **Specification.** The Seller guarantees to meet the specifications as per Part-II of this contract and to incorporate the modifications to the existing design configuration to meet the specific requirement of the Buyer.

5. **Inspection Authority:** The Inspection will be carried out by the consignee. The mode of Inspection will be Departmental.

6. **Warranty.** The following warranty will form part of the contract placed on the successful bidder :-

(a) Except as otherwise provided in the invitation tender, the seller hereby declares that the goods, stores, articles sold/supplied to the Buyer under this contract shall be of the best quality and workmanship and new in all respects and shall be strictly in accordance with the specification and particulars contained/mentioned in contract. The seller hereby guarantees that the said goods/stores/articles would continue to conform to the description and quality aforesaid for a period of may have inspected and/ or approved the said goods/stores/articles, if during the aforesaid period of 12 months the said goods/stores/ articles be discovered not to conform to the description and quality aforesaid not giving satisfactory performance or have deteriorated and the decision of the Buyer in that behalf shall be final and binding on the seller and the Buyer shall be entitled to call upon the seller to rectified the goods/ stores/ articles or such portion thereof as is found to be defective by the Buyer within a reasonable period, or such specified period as may be allowed by the Buyer in his discretion on application made thereof the seller and in such an event the above period shall applied to the goods /stores/ articles rectified from the date of rectification mentioned in warranty thereof, otherwise the seller shall pay to the Buyer such compensation as may arise by reason of the breach of the warranty therein contained.

(b) Guarantee that they will supply spare parts, if and when required agreed basis for an agreed price. The agreed basis could be and including but without any limitation and agreed discount on the published catalogue or an agreed percentage of profit on the landed cost.

(c) Warranty to the effect that before going out production for the spare parts they will give adequate advance notice to the Buyer of the equipment so that the latter may under take the balance of the lifetime requirements.

(d) Warranty to the affect that they will make available the blue prints of the spares if and when required in connection with the main equipment.

7. **Performance Bank Guarantee(PBG)**. The successful 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 for a sum equal to 5% of the Supply Order/Contract value within 30 days of receipt of the confirmed order. Performance Bank Guarantee should be valid up to 60 days beyond the date of warranty. The specimen of PBG is given in form DPM-15 (available in MoD website and can be provided on request).

(Mr Raja Sharma)
Principal

PART V - EVALUATION CRITERIA AND PRICE BID ISSUES

1. **Evaluation Criteria.** The broad guidelines per 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) In respect of Two-Bid system, the Technical Bids forwarded by the Bidders will be evaluated by the Buyer with reference to the technical characteristics of the equipment 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) As it is a Turnkey Project, the lowest bid will be decided upon the lowest price quoted by the particular bidder as per the Price Format given at para3 below.

(d) If there is a discrepancy between the unit price and the total price that is obtained by multiplying the unit price and quantity, the unit price will prevail and the total price will be corrected. If there is a discrepancy between words and figures, the amount in words will be prevail for calculation of price.

(e) The lowest acceptable bid will be considered for placement of contract/ supply order after complete clarification and price negotiation as decided by the Buyer.

2. **Turnkey Project.** The project will be treated as a Turnkey Project and no piecemeal orders for individual items will be placed. The vendor is expected to provide all accessories required for the project to make the project functional and useable without any additional cost to the user.

3. **Vendor Qualification / Authentication Criteria.**

<u>S. No</u>	<u>Documents Requires</u>	<u>Compliance (Yes/ No)</u>	<u>Remarks</u>
(aa)	PAN Card Attached		Self attested copy of all documents must be attached.
(ab)	Aadhar Card Attached		
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