

REQUEST FOR PROPOSAL (RFP)
FOR ADDITIONAL WORK OF INDOOR SHED AT ARMY PUBLIC SCHOOL NO 1,
JABALPUR (MP)

PART I: GENERAL INFORMATION AND INDEX

Instructions for Bidders

1. Quotations in sealed covers are invited for **ADDITIONAL WORK OF INDOOR SHED AT THE ARMY PUBLIC SCHOOL NO 1, JABALPUR** (Customer/ Buyer) from reputed vendors/ contractors (Bidders/ Sellers) with their offices established within Jabalpur (Madhya Pradesh) only.

2. **General Information about the Tender.**

- (a) Tender reference No : **APS1/09/2024 dt ___ Sep 2024.**
- (b) Last date and time for receipt of tenders : **___ Oct 2024, 06:00 PM**
- (c) Time and date for open tenders : **___ Oct 2024, 10:30 AM**
- (d) Place of opening of tenders : **Army Public School No 1,
Water Works Road,
Dhobi Ghat, Near Gora Bazar
Jabalpur (MP) 482001.**
- (e) Address for Communication : **Army Public School No 1, Jabalpur**

3. **Timelines.** Approximate timelines will be followed as under however will remain subject to change at discretion of the Customer who reserves rights to make amends to the schedule without prior notice to the Bidder:-

Ser No	Action	Date	Remarks (T=Tender)
(a)	RFP Issued	05 Oct 2024	T
(b)	Pre-Bid Conf	07 Oct 2024	T Plus 03 Days
(c)	Last Date of seeking clarifications	09 Oct 2024	T Plus 05 Days
(d)	Last Date and Time of Bid Submission	17 Oct 2024, 06:00 PM	T Plus 13 Days
(e)	Opening of Tech Bids and Tech Evaluation	18 Oct 2024, 10:00 AM and onwards	T Plus 14 Days onwards Days
(f)	Opening of Commercial Bids	24 Oct 2024	T Plus 20 Days
(g)	PNC	26 Oct 2024	T Plus 22 Days
(h)	Allotment of Contract/ Supply Order	29 Oct 2024	T Plus 25 Days
(j)	Completion of Project	23 Nov 2024	T Plus 50 Days

4. The tender shall be submitted in **single stage two-bid system**, the Technical and Commercial bids. The following enclosures are provided along with this enquiry to assist Bidders in preparing technical and commercial offers: -

- (a) **Part I** :General Information and Index.

- (b) **Part II** :Technical Requirements and Technical Bid.
- (c) **Part III** :Commercial Bid.
- (d) **Part IV** :Standard Conditions of RFP.
- (e) **Part V** :Special Conditions of RFP.
- (f) **Part VI** :Evaluation Criteria & Price Bid issues.

5. Quotation shall remain valid upto 180 days from the date of opening of Technical Bid. **(Note: Bid Validity period may be increased/decreased on case to case basis with the approval of CFA).**

Submission/Opening of Tenders

6. Please quote our RFP Number on sealed cover.

7. **Manner of Depositing the Bids.** The Technical and Commercial bids are to be submitted in two separate sealed envelopes, duly marked as “**Technical Bid for RFP No APS1/09/2024 Dated 17 October 2024**” and “**Commercial Bid for RFP No APS-1/09/2024 Dated 17 October 2024**”. The quotes are to be super-scribed with your firm’s name, address and official seal and ink-signed by an authorized representative of the Tenderer. Sealed Bids addressed to **Principal, Army Public School No 1, Water Works Road, Dhobi Ghat, Near Gora Bazar, Jabalpur (MP)-482001** should be dropped in tender box marked as “**TENDER BOX NO: APS1/02 & 09/2024**” located at **Army Public School No 1, Near Gora Bazar, Jabalpur (MP)-482001** during working hours, that is between **08:30 AM to 02:30 PM on working days** or to be sent by registered post so as to reach this office by due date and time. No responsibility will be taken for postal delay or non-delivery/non-receipt of tender documents.

8. **Opening of Bids.** Sealed quotations will be opened by a committee on due date and time. Your authorized representative from the Company can attend the tender opening. If due to any exigency, the due date for opening of tenders is declared as closed holiday, in such cases, the tenders will be opened on next working day at the same time or any other day/time as intimated by the customer. The date of opening of Commercial Bid will be intimated after acceptance of technical bids.

9. Tenders sent by email/ any other digital media will not be considered. Tenders found in sealed box will only be considered. To avoid any complications with regard to late Receipt/Non-receipt of Tenders, it may please be noted that responsibility rests with the Bidder to ensure that tenders reach before due date. Late quotes will be rejected out rightly.

10. **Unwillingness to Quote.** In case your firm is not willing to quote due to any reasons, your regret should be sent well before the due date, failing which your firm can be de-listed from the Contractor’s list. **(Not applicable)**

11. **Two-Bid System.** Commercial offers will be opened only of those firms, whose Technical Offers have been found suitable after technical evaluation. The date of opening of Commercial Bid will be intimated after acceptance of technical bids. Further negotiations will be made only with the lowest bidder (L1) as determined by the committee. The date, time and venue fixed for this purpose will be intimated separately.

12. **Earnest Money Deposit (EMD)**. Bidders are required to submit Earnest Money Deposit (EMD) for amount of **Rs 25,000/-** (Rupees Twenty Five Thousand Only) along with their bids. The EMD may be submitted in the form of an Account Payee Demand Draft, Fixed Deposit Receipt, Banker's Cheque or Bank Guarantee from any of the public sector banks or a private sector bank authorized to conduct government business as per Form DPM-16 (Available in MoD website and can be provided on request). EMD is to remain valid for a period of forty-five days beyond the final bid validity period. EMD of the unsuccessful bidders will be returned 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. EMD is not required to be submitted by those Bidders who are registered with the Central Purchase Organization (e.g. DGS & D), National Small Industries Corporation (NSIC) or any Department of MoD or MoD itself. The EMD will be forfeited if the bidder withdraws or amends impairs order gates from the tender in any respect within the validity period of their tender.

Evaluation Criteria

13. **Loading of Cost for Items “Not Quoted”**. The bidder is to quote for all the sections/sub-sections mentioned in the Commercial Bid. Any omissions/deviations to the Technical Requirements are to be recorded under the Deviations column and submitted along with the Technical Bid. In case a bidder fails to quote for a certain item/Defect List Serial, their bid will be loaded by the amount quoted by the highest bidder for that particular Item/Defect List serial and this loading will be considered for determining the L1. CUSTOMER reserves the right to determine the qualification of affirm on this account.

Finalising of L1 Firm

14. The L1 firm will be decided on sum total of services, repair charges, budgetary cost of spares on not exceeding basis, applicable taxes and duties (including exemptions sought/granted) but exclusive of Octroi/Entry Tax. Payment for spares listed in the work package shall not exceed the budgetary cost.

15. **Payment Terms**. The Payment Terms for the Contract Price shall be as follows :-

Stage No	Activity Definition	Stage Payment
I	Erection of Frame Structure of Shed	40%
II	Completion of Additional work of Indoor Shed as per specifications given in Part-II of RFP.	45%
III	Acceptance Testing and Passing of Final Inspection by the Customer and Submission of Bills/ mandatory documents by the Bidder.	15%

Standard Terms and Conditions

16. **Firm shall be required to accept the Standard Terms and Conditions.** Additionally standard clauses regarding agents/ agency commission, penalty for use of undue influence, access to books of accounts, arbitration and laws would be incorporated in the contract.

Pre-Bid Conference

17. The Technical Requirements (Part II) should be carefully considered while preparing the bids. All clarifications are to be resolved in the Pre-Bid Conference on **__October 2024 from 09:30 AM– 01:00PM** at **Army Public School No 1, Water Works Road, Dhobi Ghat, Near Gora Bazar, Jabalpur-482001** prior to submission of bids. Bidders will be escorted to the site and may be allowed to take measurements if such need is felt during the conference. No visits to the site/ to any representative of the customer will be entertained after or before the Pre-Bid Conference.

Commercial Bid

18. The Commercial bids to be submitted strictly in accordance with **Part III** to this tender enquiry. No revision of Commercial Bid would normally be permitted after opening of the Technical Bid. The commercial bid once opened, will not be subjected to unilateral revision by the firm, unless the firm is called for price negotiations specifically and asked to justify the rates.

Conditions under which this RFP is Issued

19. This RFP is being issued with no financial commitment and Customer reserves the right to change or vary any part the re of at any stage. The Customer reserves the right to reject any or all of the offers without assigning any on whatsoever. The Customer also reserves the right to with draw the RFP should it be so necessary at any stage.

20. Please acknowledge receipt.

Thanking you,

Principal
APS No-1 Jabalpur (MP)

Tender Reference No :APS1/09/2024

Dated : 05 October 2024

PART II OF RFP**TECHNICAL REQUIREMENTS**

21. Attachments with this part of RFP:-

- (a) **Annexure I** - Image of the Site.
- (b) **Annexure II** - Technical Bid.

22. **Particulars of Place for Execution of Work.** 'Army Public School No 1', Water Works Road, Dhobi Ghat, Near Gora Bazar, Jabalpur (MP)-482001. Also ref Annex I for the layout.

Technical Requirements

23. **Design and Structure.**

(a) **Specifications for the whole project.**

- (i) Dimensions - 125 x 90 Sqft & 45 x 16.7 Sqft
- (ii) Total area - 12000 Sqft
- (iii) Shape - Rectangle.
- (iv) Type of material – Heavy Duty material, wall/pole mounted 18” 230v-.
10-12 mm (112 sq mtr)
- (v) Height - 35 ft (aaprox) for roof cover shed fm the base.
- (vi) Required electrical infra to be fitted.
- (vii) Additional requirements - PI visit site for more specifications.

(b) **Structure Requirements for Overhead Shed.**

- (i) Poles/Purlins -Should be Mild Steel /Aluminum /Iron durable material and Paint Coated Type.
- (ii) Minimum pillars without compromising structural stability. Pillars should be suitably placed to allow optimum space utilization for parking.
- (iii) Adequate anchorage with good foundational strength for a long durability.

(c) **Roof/Cover.**

- (i) **Purlins/ Trusses/ Cross Bars.** Profile Sheet type Roof Cover must be designed to provide adequate tensile and structural strength, made of non-corrosive material/ low maintenance.

- (ii) Roof Cover should be profile sheet type and also to be from reputed manufacturer/ brand and of minimum thickness of 0.5 mm. It must withstand heavy rains/ accidental falling of tree branches/ monkey menace etc.
- (iii) Height of the Shed -35 ft .
- (iv) **Protection Against Weather/ Wind Pressure/ Storm.**
 - (aa) The design and strength must allow the wind pressure to dissipate and not create thrust or pressure within during such eventualities.
 - (ab) The Roof Cover and Purlins/ Poles must not rust and should be water proof and paint coated. The roof must provide absolute leakage free and zero maintenance work completion.
- (v) **Drainage.** The roof sheets must not drain towards the road side.
- (d) **Floor/ Plinth.** Extensive testing of following aspects will be undertaken before acceptance:-
 - (i) To be constructed in PCC with durable composition and should not lead to wearing away due to traction of vehicles.
 - (ii) Should provide for suitable leveling so as not to allow stagnation of water on floor.
- (e) **Future Expansion.** The structural design should allow further contiguous extension of the shed in future in a seamless manner and should not necessitate any modification to the structure created.
- (f) **Damages and Repairs to the Shed & Plinth area.** The design should facilitate containment of the damages to the structure if any at a later stage, either due to collusion by a vehicle or any other eventuality, to the minimum portion and should not spread to extended portions.
- (g) **Clearance of Site.** Before rendering the completion certificate the site should be cleared of debris/ muck/ left over materials.
- (h) **Warranty.** Minimum **Two years warranty** of the entire completed project will be mandatory.
- (j) **Aesthetics.** The completed project must be of aesthetic look, befitting a 'Model School'. Towards that, symmetries, paints on parts, workmanship, and fine finishing's must not be overlooked and will form part of the entire scope of the work.

24. **Documents to be Submitted with the Bid.**

- (a) Bid Documents **(All pages to be stamped with the seal of the firm and signed by the authorized person). Signatures or absence of it will be taken as Acceptance or Non Acceptance, respectively,** of all Instructions and Terms and Conditions contained in the RFP. Non-acceptance will lead to rejection of Bid.

- (b) Technical Bid, refer **Annexure II to Part II of RFP**, to be duly filled with Compliance in terms of Yes/ No, in a separate envelope marked as Technical Bid. Deviations if any must be stated clearly. Additional sheet may be attached if required.
- (c) Sketch/ Engineering Drawings duly marked with all measurements, type of material to be used and duly vetted by the authorized engineer for the structural validity of the design.
- (d) Details of Registration of Firm.
- (e) Past Work Experience Details.
- (f) **Financial Viability.**
 - (i) Filing of ITR, payment of Service Tax, Annual Turnover, PAN Card & Bank Details.
 - (ii) Acceptance of Terms of Payment. Refer Para 15 under Part I of RFP.
- (g) **EMD.** As Applicable. Refer Para 12 under Part I of RFP.
- (h) Valid Address Proof. Refer Para 1 under Part I of RFP.

25. Technical Bid is attached as **Annexure II**. Same is mandatory to be filled, duly stamped and signed by an authorized signatory of the Firm.

Annexure II to Part II of RFPTECHNICAL BIDADDITIONAL WORK OF INDOOR SHED AT ARMY PUBLIC SCHOOL NO 1, JABALPUR (MP)

Ser No	Item	Ref (Including its Sub Paras/ Sub Sections)	Compliance/ Acceptance (Yes/ No)	Deviations (NA/ Details to be mentioned)	Remarks
<u>Design and Structural</u>					
(a)	Specifications	Para 23 (a), (i) to (vi)			
(b)	Structural Requirements	Para 23 (b) (i) to (iii)			
(c)	Roof Cover	Para 23 (c) (i) to (v)			
(d)	Floor/ Plinth	Para 23 (d) (i) to (ii)			
(e)	Future Expansion	Para 23 (e)			
(f)	Damages and Repairs to the Shed	Para 23 (f)			
(g)	Clearance of Site	Para 23 (g)			
(h)	Warranty	Para 23 (h)			
(j)	Aesthetics	Para 23 (j)			
<u>Documents to be Submitted with the Bid</u>					
(k)	Bid Documents	Para 24 (a)			
(l)	Technical Bid	Para 24 (b)			
(m)	Sketch/ Engr Drawings	Para 24 (c)			
(n)	Registration	Para 24 (d)			
(o)	Experience	Para 24 (e)			
(p)	Financial Viability	Para 24 (f)			
(q)	EMD	Para 24 (g)			
(r)	Address Proof	Para 24 (h)			
<u>Conditions and Miscellaneous</u>					
(s)	Standard Conditions of RFP	Part IV of RFP			
(t)	Special Conditions of RFP	Part V of RFP			

Note: Please refer column 'Ref' for the description and specification of the work mentioned under column 'Item'.

PART III OF RFP**COMMERCIAL BID**

(To Be Strictly Enclosed in a separate envelope and not with Technical Bid)

**ADDITIONAL WORK OF INDOOR SHED AT ARMY PUBLIC SCHOOL NO 1, JABALPUR
(MP)**

Ser No	Description of Work	Authorized Unit	Rate	Cost	Remarks
	CGST(%)				
	SGST (%)				
	Octroi/ Entry Tax				
	Any Other Charges				
	Total Cost				

Notes:-

1. Validity of Commercial Bid- 180 Days from Date of Submission.
2. Commercial Bid to be enclosed in a separate envelope marked as 'Commercial Bid'.

PART-IV OF RFP**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 Bharat. The contract shall be governed by and interpreted in accordance with the laws of the Republic of Bharat.

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 difference sari sing out of or in connection with the Contract shall be settled by bi lateral 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 asper 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 in directly, 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 Bharat for showing or forbearing to show fav our or dis fav our to any person in relation to the present Contract or any other Contract with the Government of Bharat. Any breach of the aforesaid under taking 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 under taking had been committed shall be final and binding on the Seller. Giving or offering of any gift, bribe or induce mentor any attempt at any such act on behalf of the Seller towards any officer/employee of the Buyer or to any other person in apposition 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 be emproper, including but not limited to termination of the contract, imposition of penal damages, for failure 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, to intercede, facilitate or in anyway to recommend to the Government of Bharat 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 to 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 in corrector 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 Bharat 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 Bharat.

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 there of to any third party.

8. **Liquidated Damages.** In the event of the Seller's failure to submit the Bonds, Guarantees and Documents, complete the work and conduct trials, installation of equipment, training, etc as specified in this contract, the Buyer may, at his discretion, with hold 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 nothing herthan10% 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 completion of the project is delayed for causes not attributable to Force Majeure for more than (One month) after the scheduled date of delivery.
- (b) The Seller is declared bankrupt or becomes in solvent.
- (c) The completion of the project is delayed due to causes of Force Majeure by more than (Three months) provided Force Majeure clause is included in contract.

(d) The Buyer has noticed that the Seller has utilized 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.

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/air mail, addressed to the last known address of the party to whom it is sent.

11. **Transfer and Sub-letting.** The contract or 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 Contractor any part there of.

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 to 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. **Amendments:** No provision of present Contract shall be changed or modified in any way (including this provision) either in whole or in part except by an instrument in writing made after the date of this Contract and signed on behalf of both the parties and which expressly states to amend the present Contract.

14. **Taxes and Duties.**

(a) **General**

(i) If Bidder desires to ask for excise duty or Sales Tax / VAT extra, the same must be specifically stated. In the absence of any such stipulation, It will be presumed that the prices include all such charges and no claim for the same will be entertained.

(ii) If reimbursement of any Duty/Taxis intendeds 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 duty/tax will be trained after the opening of tenders.

(iii) If a Bidder chooses to quote a price inclusive of any duty/tax and does not confirm inclusive of such duty/tax so included is firm and final, he should clearly indicate the rate of such duty/tax and quantum of such duty/tax included in the price. Failure to do so may result in ignoring of such offers summarily.

(iv) If a Bidder is exempted from payment of any duty/tax upto any value of supplies from them, he should clearly state that no such duty/tax will be charged by him up to the limit of exemption which he may have. If any concession is available in regard to rate/quantum of any Duty/tax, it should be brought out clearly. Stipulations like, the said duty/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 such duty/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 such duty/tax which is normally applicable on the item in question for the purpose of comparing their prices with other Bidders.

(v) Any change in any duty/tax upward/downward as a result of any statutory variation in excise taking place within contract terms shall be allowed to the extent of actual quantum of such duty/tax paid by the supplier. Similarly, in case of downward revision in any duty/tax, the actual quantum of reduction of such duty/tax shall be reimbursed to the Buyer by the Seller. All such adjustments shall include all reliefs, exemptions, rebates, concession etc. if any obtained by the Seller.

(b) **Excise Duty**

(i) Where the excise duty is payable on an ad valorem basis, the Bidder should submit along with the tender, the relevant form and the Manufacturer's price list showing the actual assessable value of the stores as approved by the Excise authorities.

(ii) Bidders should note that in case any refund of excise duty is granted to them by Excise authorities in respect of Stores supplied under the contract, they will pass on the credit to the Buyer immediately along with a certificate that the credit so passed on relates to the Excise Duty, originally paid for the stores supplied under the contract. In case of their failure to do so, within 10 days of the issue of the excise duty refund orders to them by the Excise Authorities the Buyer would be empowered to deduct a sum equivalent to the amount refunded by the Excise Authorities without any further reference to them from any of their outstanding bills against the contractor on any other pending Government Contract and that no disputes on this account would be raised by them.

(iii) The Seller is also required to furnish to the Paying Authority the following certificates:-

(aa) Certificate with each bill to the effect that no refund has been obtained in respect of the reimbursement of excise duty made to the Seller during three months immediately preceding the date of the claim covered by the relevant bill.

(ab) Certificate as to whether refunds have been obtained or applied for by them or not in the preceding financial year after the annual Audit of their accounts also indicating details of such refunds/applications, if any.

(ac) A certificate along with the final payment bills of the Seller to the effect whether or not they have any pending appeal/protest for refund or partial refund of excise duties already reimbursed to the Seller by the Government pending with the Excise authorities and if so, the nature, the amount involved, and the position of such appeals.

(ad) An undertaking to the effect that in case it is detected by the Government that any refund from Excise Authority was obtained by the Seller after obtaining reimbursement from the Paying Authority, and if the same is not immediately refunded by the Seller to the Paying Authority giving details and particulars of the transactions, Paying Authority will have full authority to recover such amounts from the Seller's outstanding bills against that particular contractor any other pending Government contracts and that no dispute on this account would be raised by the Seller.

(iv) Unless otherwise specifically agreed to in terms of the contract, the Buyer shall not be liable for any claim on account of fresh imposition and/or increase of Excise Duty on raw materials and/or components used directly in the manufacture of the contracted stores taking place during the pendency of the contract.

(c) **Sales Tax/VAT**

(i) If it is desired by the Bidder to ask for Sales tax / VAT to be paid as extra, the same must be specifically stated. In the absence of any such stipulation in the bid, it will be presumed that the prices quoted by the Bidder are inclusive of sales tax and no liability of sales tax will be developed upon the Buyer.

(ii) On the Bids quoting sales tax extra, the rate and the nature of Sales Tax applicable at the time of supply should be shown separately. Sales tax will be paid to the Seller at the rate at which it is liable to be assessed or has actually been assessed provided the transaction of sale is legally liable to sales tax and the same is payable as per the terms of the contract.

(d) **Octroi Duty & Local Taxes**

(i) Normally, materials to be supplied to Government Departments against Government Contracts are exempted from levy of town duty, Octroi Duty, Terminal Tax and other levies of local bodies. The local Town/Municipal Body regulations at times, however, provide for such Exemption only on production of such exemption certificate from any authorized officer. Seller should ensure that stores ordered against contracts placed by this office are exempted from levy of Town Duty/Octroi Duty, Terminal Tax or other local taxes and duties. Wherever required, they should obtain the exemption certificate from the Buyer, to avoid payment of such local taxes or duties.

(ii) In case where the Municipality or other local body insists upon payment of the se duties or taxes the same should be paid by the Seller to avoid delay in supplies and possible demurrage charges. The receipt to obtained for such payment should be forwarded to the Buyer without delay together with a copy of the relevant act or by-laws/notifications of the Municipality of the local body concerned to enable him to take up the question of refund with the concerned bodies if admissible under the said acts or rules.

PARTV OF RFP**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 Guarantee.** 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 **5% of the 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).
2. **Option Clause:** The contract will have an Option Clause, wherein the Buyer can exercise an option to procure an additional 50% of the original contracted quantity in accordance with the same terms & conditions of the present contract. This will be applicable within the currency of contract. The Bidder is to confirm the acceptance of the same for inclusion in the contract. It will be entirely the discretion of the Buyer to exercise this option or not.
3. **Repeat Order Clause:** The contract will have a Repeat Order Clause, where in the Buyer can order upto 50% quantity of the items under the present contract within six months from the date of supply/successful completion of this contract, the cost, terms & conditions remaining the same. The Bidder is to confirm acceptance of this clause. It will be entirely the discretion of the Buyer to place the Repeat order or not.
4. **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 upto 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.
5. **Payment Terms.** It will be mandatory for the Bidders to indicate their bank account numbers and other relevant-payment details so that payments could be made through ECS/EFT mechanism instead of payment through cheques, wherever feasible. A copy of the model mandate form prescribed by RBI to be submitted by Bidders for receiving payments through ECS is at Form DPM-11 (Available in MoD website and can be given on request). The payment will be made as per under mentioned Stage-wise payments, on production of the requisite documents:-

Stage No	Activity Definition	Stage Payment
I	Erection of Frame Structure of Additional work of Indoor Shed	40%
II	Completion of Additional work of Indoor Shed as per specifications given in Part-II of RFP.	45%
III	Acceptance Testing and Passing of Final Inspection by the Customer and Submission of Bills/ mandatory documents by the Bidder.	15%

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

(a) **Paying Authority** 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) CRVs in duplicate.
- (iv) Inspection note.
- (v) Exemption certificate for Excise duty/Customs duty, if applicable.
- (vi) Guarantee/Warranty certificate.
- (vii) Performance Bank guarantee/Indemnity bond where applicable.
- (viii) Details for electronic payment viz Account holder's name, Bank name, Branch name and address, Account type, Account number, IFSC code, MICR code (if these details are not incorporated in supply order/contract).
- (ix) Any other document/certificate that may be provided for in the Supply Order/Contract.
- (x) User Acceptance.
- (xi) Xerox copy of PBG.
- (xii) Project completion certificate

7. **Fall Clause:** The following Fall clause will form part of the contract place don successful Bidder:-

(a) The price charged for the stores supplied under the contract by the Seller shall in no event exceed the lowest prices at which the Seller sells the stores or offer to sell stores of identical description to any persons/Organization including the purchaser or any department of the Central government or any Department of state government or any statutory undertaking the central or state government as the case may be during the period till performance of all supply Orders placed during the currency of the rate contract is completed.

(b) If at any time, during the said period the Seller reduces the sale price, sells or offer to sell such stores to any person/organization including the Buyer or any Deptt, of central Govt. or any Department of the State Government or any Statutory under taking of the Central or state Government as the case maybe at a price lower than the price chargeable under the contract, the shall forthwith notify such reduction or sale or offer of sale to the Director General of Supplies & Disposals and the price payable under the contract for the stores of such reduction of sale or offer of the sale shall stand correspondingly reduced.

8. **Risk & Expense Clause**

(a) Should the stores or any installment thereof not be delivered within the time or times specified in the contract documents, or If defective delivery is made in respect of the stores or any installment 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 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 SELLER during the check proof tests to be done 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 SELLER be at liberty to purchase, manufacture, or procure from any other source as he thinks fit, others to re so if 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 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 contract price appropriate to such default or balance shall be recover able from the SELLER.

9. **Force Majeure clause**

(a) Neither party shall be responsible for the complete or partial non-performance of any of its obligations (except for failure to pay any sum which has become due on account of receipt of goods under the provisions of the present contract), if the non-performance results from such Force Majeure circumstances as Flood, Fire, Earth Quake and other acts of God as well as War, Military operation, blockade, Acts or Actions of State Authorities or any other circumstances beyond the parties control that have arisen after the conclusion of the present contract.

(b) In such circumstances the time stipulated for the performance of an obligation under the present contract is extended correspondingly for the period of time of action of the circumstances and their consequences.

(c) The party for which it becomes impossible to meet obligations under this contract due to Force Majeure conditions, is to notify in written form the other party of the beginning and cessation of the above circumstances immediately, but in any case not later than 10 (Ten) days from the moment of their beginning.

(d) Certificate of a Chamber of Commerce (Commerce and Industry) or other competent authority or organization of the respective country shall be a sufficient proof of commencement and cessation of the above circumstances.

(e) If the impossibility of complete or partial performance of an obligation lasts for more than 6 (six) months, either party hereto reserves the right to terminate the contract totally or partially upon giving prior written notice of 30 (thirty) days to the other party of the intention to terminate without any liability other than reimbursement on the terms provided in the agreement for the goods received.

10. **Specification:** The following Specification clause will form part of the contract placed on successful Bidder - The Seller guarantees to meet the specifications as per Part-II of RFP and to incorporate the modifications to the existing design configuration to meet the specific requirement of the Buyer Services as per modifications/requirements recommended after the Maintenance Evaluation Trials. All technical literature and drawings shall be amended as the modifications by the Seller before supply to the Buyer. The Seller, in consultation with the Buyer, may carryout technical upgradation/alterations in the design, drawings and specifications due to change in manufacturing procedures, indigenization or obsolescence. This will, however, not in any way, adversely affect the end specifications of the equipment. Changes in technical details, drawings repair and maintenance techniques along with necessary tools as a result of upgradation/ alterations will be provided to the Buyer free of cost within (10) days of affecting such upgradation/alterations.

11. **Quality:** The quality of the stores used according to the present Contract shall correspond to the technical conditions and standards valid for the deliveries of the same stores for in Seller's country or specifications enumerated as per RFP and shall also include therein modification to the stores suggested by the Buyer. Such modifications will be mutually agreed to. The Seller confirms that the stores to be used under this Contract shall be new i.e. not manufactured before (Yr 2021), and shall incorporate all the latest improvements and modifications there to and spares of improved and modified equipment are backward integrated and inter changeable with same equipment supplied by the Seller in the past if any. The Seller shall supply an interchangeability certificate along with the changed part numbers where in it should be mentioned that item would provide as much life as the original item.

12. **Quality Assurance:** Seller would provide the Standard Acceptance Test Procedure (ATP) within 03 (Three) months of this date of contract. Buyer reserves the right to modify the ATP. Seller would be required to provide all facilities at his premises for acceptance and inspection by Buyer. The details in this regard will be coordinated during the negotiation of the contract. The item should be of the latest manufacture, conforming to the current production standard and having 100% defined life at the time of delivery.

13. **Inspection Authority:** The Inspection will be carried out by HQ MB Area or the committee so constituted on their behalf. The mode of Inspection will be Departmental Inspection.

14. **Franking clause:** The following Franking clause will form part of the contract placed on successful Bidder :-

(a) **Franking Clause in the case of Acceptance of Goods** "The fact that the goods have been inspected after the delivery period and passed by the Inspecting Officer will not have the effect of keeping the contract alive. The goods are being passed without prejudice to the rights of the Buyer under the terms and conditions of the contract".

(b) **Franking Clause in the case of Rejection of Goods** “The fact that the goods have been inspected after the delivery period and rejected by the Inspecting Officer will not bind the Buyer in any manner. The goods are being rejected without prejudice to the rights of the Buyer under the terms and conditions of the contract.”

15. **Claims:** The following Claims clause will form part of the contract placed on successful Bidder :-

(a) The claims may be presented either: (a) on quantity of the stores, where the quantity does not correspond to the quantity shown in the Packing List/Insufficiency in packing, or (b) on quality of the stores, where quality does not correspond to the quality mentioned in the contract.

(b) The quantity claims for deficiency of quantity shall be presented within 45 days of completion of inspection and acceptance of goods. The quantity claim shall be submitted to the Seller as per Form DPM-22 (Available in MoD website and can be given on request).

(c) The quality claims for defects or deficiencies in quality noticed during the inspection shall be presented within 45 days of completion of inspection and acceptance of goods. Quality claims shall be presented for defects or deficiencies in quality noticed during warranty period earliest but not later than 45 days after expiry of the guarantee period. The quality claims shall be submitted to the Seller as per Form DPM-23 (Available in MoD website and can be given on request).

(d) The description and quantity of the stores are to be furnished to the Seller along with concrete reasons for making the claims. Copies of all the justifying documents shall be enclosed to the presented claim. The Seller will settle the claims within 45 days from the date of the receipt of the claim at the Seller's office, subject to acceptance of the claim by the Seller. In case no response is received during this period the claim will be deemed to have been accepted.

(e) The Seller shall collect the defective or rejected goods from the location nominated by the Buyer and deliver the repaired or replaced goods at the same location under Seller's arrangement.

(f) Claims may also be settled by reduction of cost of goods under claim from bonds submitted by the Seller or payment of claim amount by Seller through demand draft drawn on an Indian Bank, in favour of **Army Public School No 1, Jabalpur (MP)**

(g) The quality claims will be raised solely by the Buyer and without any certification/counter signature by the Seller's representative stationed in India.

(h) **Warranty.** The following Warranty will form part of the contract placed on the successful Bidder:-

(i) 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 here by guarantees that the said goods/ stores/ articles would continue to conform to the description and quality aforesaid for a period of 60 months from the date of delivery of the said goods stores/ articles to the Buyer and that not with standing the fact that the Buyer may have inspected and/or approved the said goods/stores/articles, if during the afore said period of 60months 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 rectify the goods/stores/articles or such portion there of 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 by the Seller, and in such an event, the above period shall apply to the goods/stores/articles rectified from the date of rectification mentioned in warranty there of, otherwise the Seller shall pay to the Buyer such compensation as may arise by reason of the breach of the warranty there in contained.

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

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

16. **Safety and Security**

(a) The contractor will be solely responsible to ensure safety aspects during the course of construction. He shall adhere to the Engineering Safety norms wherein provision of safety gears and equipment, medical support, accident insurance and any other safety aspects will be ensured.

(b) The contactor will be responsible to furnish all identity details of the persons involved in construction work to the Gate sentries.

(c) All persons and vehicles moving in and out will be liable to checks/ frisking for stores moving in/ out. No unauthorized goods will be permitted to pass through the gates.

PART VI OF RFP**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) 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) The Lowest Bid will be decided upon the lowest price quoted by the particular Bidder as per the Price Format given at Para 2 below. The consideration of taxes and duties in evaluation process will be as follows:-
- (i) All taxes and duties (including those for which exemption certificates are issued) quoted by the Bidders will be considered. The ultimate cost the Buyer would be the deciding factor for ranking of Bids.
- (ii) Excise duty on fully formed equipment would be offloaded.
- (iii) Sales tax and other local levies, i.e. octroi, entry tax etc would be ignored.
- (d) The Bidders are required to spell out the rates of Customs duty, Excise duty, VAT, Service Tax, etc 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 Customs duty / Excise Duty /VAT 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 entrained 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 resulting no ring of such offers summarily. If a Bidder is exempted from payment of Customs duty Excise Duty / VAT duty 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. If any concession is available in regard to rate/quantum of Customs duty/ Excise Duty/VAT, it should be brought out clearly. Stipulations like, excise duty 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 excise duty 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. The same logic applies to Customs duty and VAT also.

(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.

Army Public School No 1
C/o The GRENADIERS
Regimental Centre
Jabalpur (MP)

1004/APS1/Project

04 Oct 2024

The Editor,

Dainik Bhaskar, Jabalpur (MP)

Nai Duniya, Jabalpur (MP) ✓

The Hitavada, Jabalpur (MP) ✓

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M. Phalke
Offg Principal
Army Public School No 1
GRC, Jabalpur

ARMY PUBLIC SCHOOL NO-1 IN JABALPUR
(PRIVATE UNAIDED SCHOOLS UNDER AWES, HQ CENTRAL COMMAND)
Water Works Road, Near Dhobi Ghat, Jabalpur (MP)
Phone : 0761-2933235
Email : aps1jbp@gmail.com
Website : aps1jabalpur.ac.in

NOTICE INVITING TENDER FOR PROJECT WORKS AT APS NO 1 JABALPUR (MP)

1. Details procedure for inviting tenders for the project works at Army Public School No-1 Jabalpur (Madhya Pradesh) has been uploaded on school website aps1jabalpur.ac.in Contractor/Vendors with heir established offices within Jabalpur, Madhya Pradesh are invited to submit their bids by post/by hand in favour of Army Public School No-1 Jabalpur (Madhya Pradesh) on or before 17 Oct 2024. The Bid is invited as a single stage two-bid system (**Two separate bids-Technical and Commercial Bids**).

2. The details of project works are as under:-

(a) **Project No APS1/09/2024-**

- (i) Resurfacing of Plinth Area under the roof shed at APS No-1.
- (b) Cover of Gap above assembly area stage.
- (c) Two side wall near stage with Two WPC door.
- (d) Raising/Renovation of assembly stage.
- (e) Sixteen wall mounted fans on Iron structured poles.

3. Last date of submission of bids is on 17 Oct 2024.

Note : The school reserve the right to cancel /withhold the tender process.



M. P. K. K. K.
Offg Principal
Army Public School No 1,
Jabalpur