

ARMY PUBLIC SCHOOL CHANDIMANDIR CANTT
DISTRICT PANCHKULA, HARYANA, PIN 134107

REQUEST FOR PROPOSAL (RFP) AGAINST OPEN TENDER ENQUIRY (OTE)

**INVITATION OF BIDS FOR CONSTRUCTION OF 08 LANE 400 M ATHLETIC TRACK,
CEMENTED DRAIN ON THE INNER SIDE OF THE FENCE AND 02 X CHANGING ROOMS
FOR STUDENTS IN APS CHANDIMANDIR CANTT**

1. Sealed bids under **Open Tender Enquiry** are invited by Army Public School Chandimandir Cantt for construction of 08 lane 400 m athletic track, cemented drain on the inner side of the fence and 02 x changing rooms for students at APS, Chandimandir Cantt.

2. **Turnkey Project.** The said project is a turnkey project. The solution being offered by the vendor will be customized to the requirement of the buyer. Vendors will ensure that the bids submitted by them are complete. Tender for **Construction of 08 Lane 400 m Athletic Track, Cemented Drain on the Inner Side of the Fence and 02 x Changing Rooms for Students at Army Public School Chandimandir Cantt (Haryana)** is to be clearly written on top of the sealed envelope that contains the tender document.

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

- (a) **Bids / Queries to be addressed to** : The Principal
Army Public School,
Chandimandir Cantt
District Panchkula, Haryana
PIN-134107
- (b) **Postal address for sending the Bids** : Same as above
- (c) **Name/designation of the contact personnel** : Principal
Army Public School,
Chandimandir Cantt
- (d) **E-mail ID of contact personnel** : principalapschm@yahoo.co.in
- (e) Contact number for clarifications, if any, should be made by contacting the office. Interested / eligible firms desirous of undertaking site-inspection with regard to execution of the work may visit the school on any working day between 0900h to 1300h upto three working days prior to bid closing date. : 0172 2554605
9463391562, 8650505619
- (f) **Contact number of the Vendor** : _____

4. This RFP is divided into four Parts as follows:-

- (a) **Part I.** Contains general information and instructions for the bidders about the RFP such as the time, place of submission and opening of tenders, validity period of tenders, etc.
- (b) **Part II.** Contains essential details of scope of work, 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 evaluation criteria and format for price bids.

5. **Placement of Order.** The Supply Order will be placed on successful conclusion of negotiations on L1 bidder.

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 become necessary at any stage.

7. The vendors will submit their technical and commercial bids as per the format given in the tender document . The original copy should be attested the remaining two can be photocopies. If the original tender enquiry along with its appendices are not forwarded then the submitted tender would be rejected.

Principal, APS Chandimandir

PART I- GENERAL INFORMATION

1. **Last Date & Time for Depositing the Bids.** The last date for depositing bids is **25 Jan 2025 at 1500 hrs.**
2. **Manner of Depositing the Bids.** Sealed Bids should be either dropped in the Tender Box marked as “**Tender Box**” and placed in Adm Block of APS Chandimandir Canttor sent by registered post/speed post at the address given below so as to reach by due date and time. Late tenders will not be considered. No responsibility will be taken for postal delays or non-delivery/ non-receipt of Bid documents.
Principal
Army Public School, Chandimandir Cantt,
District Panchkula, HR
PIN 134107.
3. **Pre-bid Meeting.** Pre-bid meeting for the tender will be held on **20 Jan 2025 at 1200h.**
4. **Time & Date of Opening of Bids.** Bids will be opened on **30 Jan 2024 at 1200 hrs.** 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 School management committee.
5. **Location of Tender Box.** **Army Public School, Chandimandir Cantt.** Only those bids that are found in the tender box will be opened. Bids dropped in the wrong Tender Box will be rendered invalid.
6. **Eligibility Criteria.** The bidder should have undertaken atleast two similar projects in any school / any other organisation/ Office. Work order of the previous jobs to be submitted, failing which the bids will be summarily rejected.
7. **Cost of Tender.** **Crossed demand draft of Rs. 100/-** (Rupees One Hundred only) in favour of APS Chandimandir Cantt, payable at SBI Chandimandir Cantt will be deposited as tender fee (non-refundable). DD should be valid for minimum six months period. **Tender fee is NOT exempted for any firm.** The demand draft will be deposited along with the bids.
8. **Opening of the Bids.** **The physical verification of tender bids will be done by a Procurement Committee at Army Public School, Chandimandir Cantt.** The Bidders may depute their representatives, duly authorized in writing, to attend the opening of bids on the due date and time. However, the same is not mandatory. This event will not be postponed due to non-presence of your representative.
9. **Two Bid System.** Only the Technical bid will be opened on the time and date mentioned above. Date of opening of Commercial Bids will be intimated after acceptance of the Technical Bids. Commercial bids of only those firms will be opened whose Technical Bids have been accepted.
10. **Forwarding of Bid.** Bids should be forwarded by Bidders under their original memo/ letter pad inter alia furnishing details of GST Registration No , Bank address with NEFT Account if applicable, etc. and complete postal and e-mail address of their office.
11. **Clarification Regarding Contents of the RFP.** A prospective bidder who requires clarification regarding the contents of the bidding documents shall notify to the **Buyer** in writing about the clarifications sought not later than **seven days** of opening of the Bids. Copies of the query and clarification by the purchaser will be sent to all prospective bidders who have received the bidding documents.
12. **Modification and Withdrawal of Bids**
 - (a) Any Tenderer, who proposes alterations to any of the condition, specifications laid down in the Tender documents or any new condition, whatsoever, is liable to be rejected. No bid shall be modified after the deadline for submission of bids.
 - (b) If a bidder desires to withdraw before bid submission closing date/time, he may do so but cost of the tender will not be refunded.
 - (c) No bid may be withdrawn in the interval between the deadline for submission of bids and expiry of the period of the specified bid validity.

13. **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. Should there be any requirement the buyer may ask the vendor to give a presentation and demonstration to clarify any matter on no cost no commitment basis.
14. **Rejection of Bids.** Canvassing by the Bidder in any form, unsolicited letter and post-tender correction may invoke summary rejection. Conditional tenders will be rejected. This being a turnkey project, Bidders will bid for all items. Piecemeal / partial bids will be rejected.
15. **Validity of Bids.** The Bids should remain valid till **120 days (04 months)** from the last date of submission of the Bids.
16. **Earnest Money Deposit.** Bidders are required to submit Earnest Money Deposit (EMD) for an amount of **Rs 60,000/- (Rupees Sixty Thousand only)** along with their bids. Earnest money deposit shall be paid in favour of Army Public School, Chandimandir Cantt in the form of an Account Payee Demand Draft payable at Chandimandir / Chandigarh. Further details are furnished below:-
- (a) The same is to be enclosed in a separate envelope inside the main envelope and **NOT repeat NOT enclosed** in the envelope of Technical/Commercial Bids.
 - (b) The EMD may be submitted in the form of a Fixed Deposit Receipt, Bank Guarantee from any of the public sector banks or a private sector bank authorised to conduct business with government. The same is to be drawn in favour of **Army Public School Chandimandir Cantt, payable at Chandimandir Cantt.**
 - (c) **Validity.** The bid security 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, without any interest whatsoever, 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.
 - (d) **Forfeiture.** The EMD will be forfeited if the bidder withdraws or amends impairs or derogates from the tender in any respect within the validity period of their tender. If the successful vendor/firm fails to furnish the required performance security then the EMD furnished will be forfeited.
17. Any missing Arch / structural details which are essential for the project will be deemed to be included in the job and no claim will be entitled for the same.

PART II - ESSENTIAL DETAILS OF ITEMS/SERVICES REQUIRED

1. **Scope of Work.** The scope of work is given below.

S No	Nomenclature of Work	Quantity	Remarks
(a)	Construction of 08 Lane 400 m Athletic Track, Cemented Drain on the Inner Side of the Fence and 02 x Changing Rooms for Students	01 (One)	

2. **Specifications.** The technical specifications and details of the work as mentioned at Ser No 1 above are shown as per **Appendix A.**

3. **Structural Design.** The structure should be safe as per relevant IS codes and will cater for seismic zone, wind velocity, dead and live loads and other design parameters. The vendor must understand that this is a school / public building and structure should be designed with adequate factoring in of safety. The structure should be designed and certified by NIT / Govt Engineering college before commencement of construction.

4. **Requirement of Technical Documentation**

- (a) The vendor will provide complete details of the work involved in the technical bid.
- (b) The vendor should have his own facility for construction material required to execute the work.
- (c) The vendor will submit the proof of at least two previous jobs of similar nature executed by him.

5. **Two Bid Systems.** In respect of Two-Bid Systems, Bidders are required to furnish clause by clause compliance of specifications bringing out clearly the deviations from specifications, if any. Technical bid has to be submitted on the forms attached at **Appendix B** and the Commercial bid on the form attached at **Appendix C.**

6. **Inspection & Acceptance Testing**

- (a) **Initial Inspection.** Physical inspection of stores will be first carried out at **Army Public School Chandimandir Cantt by a Board of Officers** detailed. The Board will ensure that all the items delivered are as per bill of material. Items found defective/damaged/not conforming to technical QR will be replaced immediately by the seller with stores of correct specifications within 21 days of inspection at his own cost and risk. **In case of any dispute, decision of the buyer will be final and binding.**

- (b) **Procedure for Acceptance Testing.** After completion of the work there will be a one month period for testing of the infrastructure. Any defects arising or noticed during this period by the Buyer will be rectified immediately by the vendor without any additional charges. The entire work including electrical items will be under comprehensive warranty against damages / breakages/failure for a period of one year.

7. **Project Completion Period.** **Construction of 08 Lane 400 m Athletic Track, Cemented Drain on the Inner Side of the Fence and 02 x Changing Rooms for Students** should be completed within **03 months** from the effective date of contract. Please note that contract can be cancelled unilaterally by the Buyer in case items are not received within the contracted delivery period. Extension of contracted delivery period will be at the sole discretion of the Buyer, with applicability of LD clause.

8. **INCOTERMS / Terms of Delivery.** The manufactures shall be responsible for the safe delivery of the stores at the consignee's site, free of cost.

9. **Consignee Details**

**Principal,
Army Public School,
Chandimandir Cantt,
Panchkula (HR)
Pin 134107**

Appx A

(Ref to Para 2 Part II of TE)

TECHNICAL SPECIFICATION AND DETAILS OF THE WORK

1. The technical specification of work is as under :-

S No	Nomenclature of Work	Description of Work	A/U	Qty
(a)	Development of 400 mtr (8 lane) Gravel Track	<u>Scope of Work</u> (i) Development of 400 mtr (8 lane) Gravel Track around the Multipurpose Sports Ground along with stations for all Track & Field Events. (ii) Excavation, levelling & compaction for 400 mtr (8 lane) athletics track in the center of the ground or as directed by person in charge. Marking of inner & outer perimeter of track with burnt clay bricks flushed to the ground. (iii) Laying and compaction of WBM sub base of thickness 3" after compaction. (iv) Laying and compaction of coarse sand top layer of thickness 3" after compaction.	sqm	4200
(b)	Creation of rain / storm water drain on the inner side of the fence with slope towards outer side	<u>Scope of Work</u> Creation of covered storm water drain along the perimeter fence of width 1' and depth as deemed necessary. Slope to be in accordance with slope of ground.	rm	600
(c)	Pre Fabricated Changing room size 4 feet x 5 feet	<u>Scope of Work</u> (i) Provision of two PCC Plinth of Size 5 feet x 6 feet (ii) Provision of 02 x Pre Fabricated Changing Rooms of Size 4 feet x 5 feet.	each	2
(d)	Exhaust Fan with installation	<u>Scope of Work</u> Exhaust Fan for 02 x changing room of branded company having air delivery of 245 CMH and speed of 2000 RPM made from ABS plastic with one year of warranty	Nos	2
(e)	Electrification in 02 x changing room	<u>Scope of Work</u> Electrification in the 02 x changing room with light points and connection of exhaust fans	Set	2

Station : _____
Date : _____

Signature of Tenderer(s) _____
(Name & Address in full and Capacity i.e. Proprietor/Partner/Authorised Attorney etc.)
Contact No: - _____

(RUBBER STAMP)

**FORM FOR TECHNICAL BID AND COMPLIANCE STATEMENT FOR
TECHNICAL QUALITIVE REQUIREMENTS (QR)**

**The Principal
Army Public School,
Chandimandir Cantt,
Distt - Panchkula, Haryana
Pin 134107**

Dear Madam,

1. Ref your News paper advertisement dated _____ 2025.
2. We hereby submit our technical bid in response to your above quoted letter.

S No	Nomenclature of Work	Description of Work	Complied/ Not Complied	Remarks/ Deviations
(a)	Development of 400 mtr (8 lane) Gravel Track	<u>Scope of Work</u> (i) Development of 400 mtr (8 lane) Gravel Track around the Multipurpose Sports Ground along with stations for all Track & Field Events. (ii) Excavation, levelling & compaction for 400 mtr (8 lane) athletics track in the center of the ground or as directed by person in charge. Marking of inner & outer perimeter of track with burnt clay bricks flushed to the ground. (iii) Laying and compaction of WBM sub base of thickness 3" after compaction. (iv) Laying and compaction of coarse sand top layer of thickness 3" after compaction.	Yes/No	
(b)	Creation of rain/ storm water drain on the inner side of the fence with slope towards outer side	<u>Scope of Work</u> Creation of covered storm water drain along the perimeter fence of width 1' and depth as deemed necessary. Slope to be in accordance with slope of ground.	Yes/No	
(c)	Pre Fabricated Changing room size 4 feet x 5 feet	<u>Scope of Work</u> (i) Provision of two PCC Plinth of Size 5 feet x 6 feet (ii) Provision of 02 x Pre Fabricated Changing Rooms of Size 4 feet x 5 feet	Yes/No	
(d)	Exhaust Fan with installation	<u>Scope of Work</u> Exhaust Fan for 02 x changing room of branded company having air delivery of 245 CMH and speed of 2000 RPM made from ABS plastic with one year of warranty	Yes/No	
(e)	Electrification in 02 x changing room	<u>Scope of Work</u> Electrification in the 02 x changing room with light points and connection of exhaust fans	Yes/No	

Station : _____
Date : _____

Signature of Tenderer(s) _____
(Name & Address in full and Capacity i.e. Proprietor/Partner/Authorised Attorney etc.)
Contact No :- _____

(RUBBER STAMP)

Appx C

(Ref to Para 5 Part-II of TE)

**The Principal
Army Public School,
Chandimandir Cantt,
Distt- Panchkula (HR),
Pin 134107.**

FORM FOR COMMERCIAL BID

Dear Madam,

1. Ref your News paper advertisement dated _____ 2025.
2. We hereby submit our commercial bid in response to your above cited letter.

S No	Items	Qty	Unit	Price	Total Cost
(a)	Development of 400 mtr (8 lane) Gravel Track <u>Scope of Work</u> (i) Development of 400 mtr (8 lane) Gravel Track around the Multipurpose Sports Ground along with stations for all Track & Field Events. (ii) Excavation, levelling & compaction for 400 mtr (8 lane) athletics track in the center of the ground or as directed by person in charge. Marking of inner & outer perimeter of track with burnt clay bricks flushed to the ground. (iii) Laying and compaction of WBM sub base of thickness 3" after compaction. (iv) Laying and compaction of coarse sand top layer of thickness 3" after compaction.	4200s qm			
(b)	Creation of rain / storm water drain on the inner side of the fence with slope towards outer side <u>Scope of Work</u> Creation of covered storm water drain along the perimeter fence of width 1' and depth as deemed necessary. Slope to be in accordance with slope of ground.	600r m			
(c)	Pre Fabricated Changing room size 4 feet x 5 feet <u>Scope of Work</u> (i) Provision of two PCC Plinth of Size 5 feet x 6 feet (ii) Provision of 02 x Pre Fabricated Changing Rooms of Size 4 feet x 5 feet	02 each			
(d)	Exhaust Fan with installation <u>Scope of Work</u> Exhaust Fan for 02 x changing room of branded company having air delivery of 245 CMH and speed of 2000 RPM made from ABS plastic with one year of warranty	02 Nos			

S No	Items	Qty	Unit	Price	Total Cost
(e)	Electrification in 02 x changing room <u>Scope of Work</u> Electrification in the 02 x changing room with light points and connection of exhaust fans	02 Sets			

Station : _____
 Date : _____

Signature of Tenderer(s) _____
 (Name & Address in full and Capacity i.e. Proprietor/Partner/Authorised Attorney etc.)
Contact No :- _____

(RUBBER STAMP)

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 Contract.** The contract shall come into effect on the date of signing of supply order by this office and shall remain valid until the completion of the obligations of the parties under the contract. The delivers and supplies and performance of the services shall commence from the effective date of the contract.

3. **Arbitration**

(a) 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.

(b) **Time Limit For Arbitration**

(i) If no request in writing for arbitration is made by the vendor within a period of six months from the date of completion of contract, all claims of the contractor under the contract shall be deemed to be waived and absolutely barred and the **Buyer** shall be discharged and released of all his liabilities under the contract.

(ii) The date of completion of contract shall mean and include the date on which the one month testing period after the construction is completed.

(c) **Jurisdiction of Courts.** The courts of the place from where the acceptance of tenders has been issued shall alone have jurisdiction to decide any dispute arising out of the contract.

(d) **Penalty for Use of Undue Influence.** The Seller undertakes that he has not given, offered or promised to give, directly or indirectly, 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 contract. Any breach of the aforesaid undertaking 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 offence 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 undertaking had been committed shall be final and binding on the Seller. Giving or offering of any gift, bribe or inducement or any attempt at any such act on behalf of the Seller towards any officer/employee of the Buyer or to any other person in a position 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 deem proper, including but not limited to termination of the contract, imposition of penal damages, forfeiture of the Bank Guarantee and refund of the amounts paid by the Buyer.

4. **Agents / Agency Commission.** The Seller confirms and declares to the Buyer that the Seller is the original dealer of the work to be constructed referred to in this Contract and has not engaged any individual, 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 in respect of 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 incorrect or if at a later stage it is discovered by the Buyer that the Seller has engaged any such individual, and paid or intended to pay any amount, gift, reward, fees, commission or consideration to such person, whether before or after the signing of this contract, the Seller will be liable to refund that amount to the Buyer. 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.

5. **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.

6. **Liquidated Damages.** In the event of the Seller's failure to submit the Bonds, Guarantees and Documents, supply the stores/goods and conduct trials, etc., specified in this supply order, the Buyer may, at his discretion, withhold any payment until the completion of the supply order. The BUYER may also deduct from the SELLER as agreed, liquidated damages to the sum of 0.5% of the supply order price of the delayed/undelivered stores/services mentioned above for every week of delay or part thereof a week, subject to the LD not exceeding 10% of the total value of goods/services delayed beyond the original date of delivery/completion of supplied/ service a indicated in the supply order”.

7. **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 Majeure for more than **thirty days** 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 Majeure by more than **three months**.
- (d) The Buyer has noticed that the Seller has utilised the services of an agent in getting this contract and paid any commission to such individual / company etc.
- (e) As per decision of the Arbitration Tribunal.

8. **Transfer and Sub-letting.** The Seller 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 Contract or any part thereof.

9. **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.

10. **Taxes and Duties**

(a) **General**

(i) Bidders must indicate separately the relevant taxes/Duties likely to be paid in connection with delivery of completed goods specified in RFP. In absence of this, the total cost quoted by them in their bids will be taken into account in the ranking of bids.

(ii) If a bidder is exempted from payment of any duty/tax up to any value of supplies from them, he should clearly state that no such duty/tax 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 any Duty/tax, it should be brought out clearly. In such cases, relevant certificate will be issued by the Buyer later to enable the Seller to obtain exemptions from taxation authorities.

(iii) Any changes in levies, taxes and duties levied by central/ State/ local governments such as excise duty, VAT, Service tax, octroi/entry tax, etc., on final product upward as a result of any statutory variation taking place within contract period shall be allowed reimbursement by the Buyer to the extent of actual quantum of such duty/tax paid by the Seller. Similarly, in case of downward revision in any such 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 relief, exemptions, rebates, concessions, etc., if any, obtained by the Seller. Section 64-A of Sales of Goods Act will be relevant in this situation.

(iv) Levies, taxes and duties levied by central/ State/ local governments such as excise duty, VAT, Service tax, octroi/entry tax, etc., on final product will be paid by the Buyer on actual, based on relevant documentary evidence.

(b) **Excise Duty**

(i) Where the excise duty is payable on 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 contract or any other pending Government Contract and that no disputes on this account would be raised by them.

(c) **Sales Tax / GST**

(i) If it is desired by the Bidder to ask for Sales tax / GST to be paid as extra, the same must be specifically stated. In the absence of any such stipulation in the bid, 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 authorised 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 these duties or taxes the same should be paid by the Seller to avoid delay in supplies and possible demurrage charges. The receipt obtained for such payment should be forwarded to the Buyer without delay together with a copy of the relevant act or bylaws / 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.

11. **Payment Terms for Indigenous Sellers.** 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 RTGS/NEFT mechanism instead of payment through cheques, wherever feasible. The payment will be made as per the following terms, on production of the requisite documents:

- (a) 20% of total cost of the project shall be paid to the vendor on delivery of complete stores and commencement of the work.
- (b) 40% of the total cost of the project on completion of the structure of the project.
- (c) 30% of the total cost of the project will be given on completion of the project and signing of the ATP (Acceptance Test Procedure).

(d) Bal 10 % of the cost will be paid 30 days after ATP on satisfactory performance of the work.

(e) The firm will quote its Sales Tax /GST registration number on the bill and also endorse the following certificate on the bill where Sale Tax/GST is charged:-

“Certified that the goods, on which Sales Tax/GST has been charged have not been exempted under the Sales Tax Act/CSP or the rules made there under. The charges levied on account of Sales Tax on the goods supplied are correct under the provisions of the Act or rules made there under”

(f) The payment of all taxes/duties (Customs duty / GST or any other tax) will be paid on receipt of documentary proof.

12. **Paying Authority. Army Public School Chandimandir Cantt.** The payment of bills will be done through Account Payee cheque on submission of the following documents by the Seller to the Paying Authority along with the bill:-

(a) Ink-signed copy of Commercial invoice / Seller’s bill.

(b) Claim for statutory and other levies to be supported with requisite documents/ proof of payment such as Excise duty challan, Customs duty clearance certificate, Octroi receipt, proof of payment for EPF/ESIC contribution with nominal roll of beneficiaries, etc., as applicable.

(c) Exemption certificate for Excise duty / Customs duty, if applicable.

(d) 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).

(e) Any other document / certificate that may be provided for in the Supply Order / Contract.

13. **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.

(c) 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 at the BUYER’s location, 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, other stores of 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 recoverable from the SELLER.

14. **Force Majeure Clause**

(a) Neither party shall bear responsibility 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 these 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 06 (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.

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

(a) The stores shall be delivered at Army Public School Chandimandir Cantt.

(b) Seller will bear the costs and freight necessary to bring the goods to the destination.

(c) The Seller also has to procure insurance against the Buyer's risk of loss of or damage to goods during the carriage.

(d) The Seller will contract for insurance and pay the insurance premium.

16. **Inspection Authority.** The Inspection will be carried out by Acceptance Testing Board constituted by the management committee of **Army Public School, Chandimandir Cantt.** The mode of Inspection will be Joint Inspection by the Acceptance Testing Board and the seller.

17. **Inspection and Acceptance Testing**

(a) **Initial Inspection.** Physical inspection of stores will be first carried out at **Army Public School, Chandimandir Cantt** by Opening Board constituted by the management committee of **Army Public School, Chandimandir Cantt** to ensure that all the items have been delivered as per bill of material. Items found defective/damaged/not conforming to technical QR will be replaced immediately by the seller with stores of correct specifications within 21 days of inspection at his own cost and risk. **In case of any dispute, decision of the buyer will be final and binding.**

(b) **Inspection and Testing During Construction.** The Board constituted by the management committee of **Army Public School, Chandimandir Cantt** to oversee the execution of work will be at full liberty to inspect the work during construction at any time and bring out any anomaly, discrepancies or any other observation to the vendor or its rep. The vendor or the rep has to incorporate the changes suggested by the board within the scope of the work.

(c) **Acceptance Testing.** ATB will be constituted to carry out ATP of the wk executed by the vendor. The bd will ascertain that the wk has been executed as specified in the SO.

18. **Performance Bank 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 amount of **10% of the total bid value** within 30 days of receipt of the confirmed order. Performance Bank Guarantee will be kept with **the Principal, Army Public School, Chandimandir Cantt, Panchkula (HR), Pin-134107** and should be valid upto one year from the date of supply order. The specimen of PBG is given at **Appendix D**.

PART IV - 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. The commercial bids of vendors shortlisted by the TEC will only be opened. Vendors are requested to quote **COMPETITIVE AND REALISTIC PRICES IN THE INITIAL BID ONLY.** The negotiations will be held with the vendor who meets the QR and is the lowest bidder (L1).

(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 cost of the project as per the Price Format given at Appendix D. Determination of L-1 will be done based on total of price (including GST and any others taxes as applicable).

(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 prevail for calculation of price.

2. **Price Bid Format.** The under mentioned Commercial bid format is provided as BoQ.xls alongwith this tender document at <https://eprocure.gov.in/eprocure/app>. Bidders are advised to download this BoQ as it is and quote their offer in the permitted column. The Price Bid Format is given below and Bidders are required to fill this up correctly with full details:-

(a) Basic Price of Items

<u>S.No</u>	<u>Item</u>	<u>Unit Price</u>	<u>Qty</u>	<u>Total</u>
(i)				(Cost incl GST and any other tax if applicable)
(ii)				
(iii)				
	Total price of item(s)			

(b) Accessories

(c) Any other requirement

3. **Additional Information in price Bid on Taxes and Duties**

(a) Is Excise Duty extra?

(b) If yes, mention the following :-

- (i) Total value of items on which Excise Duty is leviable:
- (ii) Rate of Excise duty (item-wise if different ED is applicable):
- (iii) Surcharge on Excise duty, if applicable?
- (iv) Total value of excise duty payable:

(c) Is Excise Duty Exemption (EDE) required:

(d) If yes, then mention and enclose the following:

- (i) Excise notification number under which EDE can be given:

- (e) Is VAT extra?
- (f) If yes, then mention the following:
 - (i) Total value on which VAT is leviable:
 - (ii) Rate of VAT:
 - (iii) Total value of VAT leviable:
- (g) Is Service Tax extra?
- (h) If yes, then mention the following:
 - (i) Total value of Services on which Service Tax is leviable:
 - (ii) Rate of Service Tax leviable:
 - (iii) Total value of Service Tax leviable:

Bid quoted 'As actual' will be summarily rejected.

Note :-

1. **Validity.** The prices are valid upto 180 days from last date of submission of bid.
2. Please provide details of make and models offered of all items. Failure to provide details will render Bid invalid.
3. The tenders are required to spell out the rates of Customs Duty, Excise Duty, Sales Tax in unambiguous terms, otherwise their offers will be loaded with the maximum rates of duties and taxes for the purpose of comparison of prices. Incomplete bids shall be summarily rejected.
4. Commercial bids will be in Indian Rupees.
5. Please impress company seal and signature of authorised signatory on each pages of commercial bid.
7. State entry tax/octroi if any shall be clearly mentioned in the commercial bid. No exemption shall be provided for the same.
8. All the columns of commercial bid are required to be filled. In case a vendor has nothing to write in a particular column, 'Nil/NA' will be clearly mentioned and dashes will not be accepted. Commercial bids of the vendor not adhering to this will be summarily rejected and will not be processed further.
9. L1 will be decided upon the lowest price quoted by the particular Bidder cost of the project as per the Price Format given at Para 3 above. Determination of L-1 will be done based on total of basic price (including levies, taxes and duties levied by central/ State/ local governments such as excise duty, GST, Service tax, octroi/entry tax, etc) on final product of all items/ requirements.

Company Seal

Place:

Date :

(Authorised Signatory of Company)

PERFORMANCE BANK GUARANTEE FORMAT

From :

Bank _____

To,
The Principal
Army Public School
Chandimandir Cantt,
Distt – Panchkula (HR)
Pin : 134107

Dear Sir,

1. Whereas you have entered into a contract No._____ dated_____ (hereinafter referred to as the said Contract) with M/s_____, hereinafter referred to as the “seller” for supply of goods as per Part-II of the said contract to the said seller and whereas the Seller has undertaken to produce a bank guarantee for (%) of total Contract value mounting to _____ to secure its obligations to the President of India. We the _____ bank hereby expressly, irrevocably and unreservedly undertake and guarantee as principal obligors on behalf of the seller that, in the event that the President of India declares to us that the goods have not been supplied according to the Contractual obligations under the aforementioned contract, we will pay you, on demand and without demur, all and any sum up to a maximum of _____Rupees _____ only. Your written demand shall be conclusive evidence to us that such repayment is due under the terms of the said contract. We undertake to effect payment upon receipt of such written demand.

2. We shall not be discharged or released from this undertaking and guarantee by any arrangements, variations made between you and the Seller, indulgence to the Seller by you, or by any alterations in the obligations of the Seller or by any forbearance whether as to payment, time performance or otherwise.

3. In no case shall the amount of this guarantee be increased.

4. This guarantee shall remain valid for **one year** from the date of supply order or until all the store, spares and documentation have been supplied according to the contractual obligations under the said contract.

5. Unless a demand or claim under this guarantee is made on us in writing or on before the aforesaid expiry date as provided in the above referred contract or unless this guarantee is tendered by us, all your rights under this guarantee shall be forfeited and we shall be discharged from the liabilities hereunder.

6. This guarantee shall be a continuing guarantee and shall not be discharged by and change in the constitution of the Bank or in the constitution of M/s_____.

.....
(Signature of the authorized officer of the Bank)
Seal, name & address of the Bank and address of the Branch.

Dated :

(Company's Seal)

(Authorised Signatory of the Company)