

REQUEST FOR PROPOSAL (RFP) FOR REPAIR AND REHABILITATION OF BASKETBALL COURT AT SENIOR WING AND JUNIOR WING OF APS, BAREILLY

Dear Sir/Madam

1. Please refer advertisement published in news-paper Amar Ujala & Dainik Jagran on 14 Feb 2021
2. Bids in sealed cover are invited for “Repair and Rehabilitation of Two basket Ball Courts of Senior Wing and Junior wing of APS, Bareilly” in part II of this REF. Please super scribe the above mentioned Title. RFP number and date of opening of the bids on the sealed cover to avoid the bid being declared invalid.
3. The address and contact number for sending physical docu or seeking clarification regarding this RFP are given below :-
 - (a) Bids /queries to be addressed to : The Principal Army Public School, Bareilly
 - (b) Postal address for sending the Bids : Birdwood Lines, Bareilly – 243001
 - (c) Name/designation of the contact personnel : Capt AparnaTripathi (Retd),
Principal
Army Public School,
Bareilly.
 - (d) Telephone numbers of the contact personnel : 9759000682,
0581-2421489
4. This RFP is divided into five Parts as follows:-
 - (a) **Part I** – Contains General information and instructions for the bidders about the RFP such as the time,place of submission and opening of tenders, Validity period of tenders, etc.
 - (b) **Part II** – Contains essential details of the items/services required, such as the schedule of Requirements (SOR), Technical Specifications, Delivery Period, Mode of Delivery and consignee details.
 - (c) **Part III** – Contains Standard Conditions of RFP, which will form part of the supply order/contract with the successful Bidder.
 - (d) **Part IV** – Contains Special Conditions applicable to this RFP and which will also form part of the supply order/contract with the successful bidder.
 - (e) **Part V** – Contains Evaluation and Format for price Bids.
5. 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.
6. Please acknowledge receipt.

PART I – GENERAL INFORMATION

1. **Last date and time for depositing the Bids : 1200hrs on 22 Feb 2021.**

The sealed Bids (both Technical and commercial) should be deposited/reach by the due date and time i.e.(within 21 days from the date of issue of tender enquiry). The responsibility to ensure this lies with the Bidder.

2. **Manner of Depositing the Bids.** Sealed Bids should be either dropped in the Tender Box marked as APS, Bareilly, Tender Box or sent by registered post at the address given above so as to reach by the due date and time. Late tenders will not be considered no responsibility will be taken for postal delay or non-delivery/ non-receipt of Bid document. Bids sent by e-mail will not be considered unless they have been specifically called for by these modes due to urgency.

3. **Time and Date for Opening of Bids.** Date & Time will be intimated on telephonically as per direction of presiding officer as detailed by stn HQ Cell, Bareilly (UP).Due to any exigency the due date for opening of the Bids is declared a closed holiday, the Bids will be opened on the next working day at the same time or on any other day/time, as intimated by the Buyer.

4. **Location of the Tender Box. Adm Block, Army public school, Bareilly**
(Only those Bids that are found in the tender box will be opened. Bids dropped in the wrong Tender Box will be rendered invalid).

5. **Place of Opening of the Bids. Adm Block, Army public school, Bareilly**
(The Bidders may depute their representatives, duly authorized in writing, to attend the opening of Bids on the due date and time. Rates and important commercial/technical clauses quoted by all Bidders will be read out in the presence of the representatives of all the Bidders. This event will not be postponed due to non-presence of your representative).

6. **Two- Bids system.** Two-bid system only will be followed, Technical and commercial Bids will be sealed in separate envelopes and both bids sealed in one envelope. Only the technical Bid would be opened on the date & time (As specified in para 3 above). Date of opening of the Commercial Bid will be intimated after acceptance of the Technical Bids. Commercial Bids of only those firms will be opened, whose technical Bids are found complied/suitable after technical evaluation is done by the Buyer.

7. **Forwarding of Bids.** Bids should be forwarded by bidders under their original memo/letter pad unless alia furnishing details like TIN number, VAT/CST number, Bank address with NEFT account if applicable etc and complete postal & e-mail address for their office.

8. **Clarification Regarding contents of the RFP.** A prospective bidder who requires clarification regarding the contents of th bidding documents shall notify to the Buyer in writing about the clarifications sought not later than 07 days prior to the date 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.

9. **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 for substance of the bid will be sought, offered or permitted. No post-bid clarification on the initiative of the bidder will be entertained.

10. **Rejection of Bids.** Canvassing by the Bidder in any form, unsolicited letter and post-tender correction may invoke summary rejection with forfeiture of EMD. Conditional tenders will be rejected.

11. **Unwillingness to quote**. Bidders unwilling to quote should ensure that intimation to this effect reaches before the due date and time of opening of the Bid, failing which the defaulting Bidder may be delisted for the given range of items as mentioned in the REF.
12. **Validity of Bids**. The Bids should remain valid till 180 days from the last date of submission of the Bids.
13. **EMD** :Bidders are required to submit Earnest Money Deposit (EMD) for an **amount of Rs3500/- along with their bids in favor of army public school, Bareilly** The EMD may be submitted in the form of an account payee demand draft, Fixed Deposit Receipt or Bank from any of the public sector banks or a private sector bank authorized to conduct government business EMD is to remain valid for a period of “Three months” 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. 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. EMD to be submitted in a separate envelop alongwith the technical bid.

PART II – ESSENTIAL DETAILS OF ITEMS/WORK/SERVICE REQUIRED

Schedule of Requirements:-

(a) Description of work/items required is as follows:-

S/No	Description of items	A/U	Qty
1.	“Repair and Rehabilitation of Two Basket Ball Courts of Size ----- along with 5 Layer Flooring system at Senior and Junior wing of APS Bareilly. Drawing are attached at Appendix ‘B’ and detailed technical specification of work are given in Appx ‘A’ .Thelabour required for completion of the construction will also form the part of this job.		

(b) **Responsibility of the vendor/Scope of work.**Satisfactory construction/installation of Basketball at Army Public School (Senior Wing)shall be an important part of the scope of work to be executed by the vendor. The Basketballcourts areproposed to be constructed /installed as per Appx ‘B’. Dealer must interact with the principal, Army Public School, Bareilly to ascertain the requirements, after obtaining prior appointment, within 10 days of issue of this RFP.

Technical Specification of Work.

Para of RFP specification item wise	Specification of item offered	Compliance to RFP specification Yes/No	Whether	In case of noncompliance, deviation from RFP to be specified in unambiguous terms

(a) **Technical Specification.** Form for Technical Specification bid containing all specification, technical parameter is attached **Appx ‘A’**.

(b) **Instructions for Filling Up Technical and Commercial Bid.** The following points will be strictly adhered to while filling up the tender enquiry:-

(i) **Technical Bid (Cover-I).** It will comprise of following :-

(aa) QR Compliance statement. Only the format given at para 3 to this tender enquiry will be used for submission of technical bid. Companies will affix their company’s stamp at the top of each sheet and the authorized signatory of the company must sign this additional sheets, duly authenticated. May be attached if necessary to elucidate specifications or to clarify a point. While filling up the technical Bid, you should tick yes and score out No for compliance and vice versa for no compliance.

(ab) EMD for Rs3500/- in original and should be valid for the period of minimum three months.

(ac) Certificate for technical literature of original manufacturer of equipment (OEM) for each equipment will be enclosed OEM/Authorized distributor/sale partner.

(ad) Copy of enlistment letter from and defense formation/central govt/state Govt.

(ae) **Quality Certificate.** Valid TAC/ISO09000/ISO9001/QA Certificate must be submitted by the bidder or his partners along with technical bid.

(af) Photo copy of PAN Card of the firm/owner of the firm duly attested.

(ag) Proof of address (in the form of elec/tele bill separately for officeshop/show room and factory).

(ii) **Commercial Bid**. Only the form given for commercial bid (Cover-II) should be used to fill up rates. Following points should be kept in mind while submitting the commercial Bid :-

(aa) The authorized signatory of the company must sign the form.

(ab) The basic cost is to be indicated for construction work. In addition to his installation, commissioning and all other taxes as applicable (if any) in Uttar Pradesh.

(ac) Total cost will be clearly indicated both in figures and words.

(ad) Please quoted for construction work, incomplete quotation is liable to be rejected.

(iii) **Validity of commercial Bid**. Commercial bid should be valid for at least 180 days from the date of closing of tender.

(iv) Alterations if any, in the tender documents should be attested properly by the vendor failing which the tenders are liable to be rejected. Vendors will not make any assumption while submitting their bids. If required, clarification will be sought prior to submission of bids.

(v) **Lowest price Liability**. The period charged for store supplied by the case exceed the lowest price at which the firm seals the store of identical descriptions to any other person/organization. If at any stage the rates charged by the firm are found to be on higher side, the purchaser reserves the right to cancel the supply order and will not be liable to pay any compensation for damage caused to the supplier due to cancellation of supply order.

3. **Two Bid system**. Bidders are required to furnish clause by clause compliance of specifications bringing out clearly the deviations from specification, if any. the Bidders are advised to submit the compliance statement in the following format along with technical Bid :-

4. **Completion of Work**. Completion of construction work of Basketball would be 30 days from the effective date of contract, please note that contract can be cancelled unilaterally by the school in case construction work are not completed within the contracted period. Extension of contracted period will be at the sole discretion of the school, with applicability of LD clause.

5. **Term of Delivery:-**

(a) The vendor shall be responsible for the safe delivery of the stores at the consignee's end and transit damage, if any shall be promptly attend by him.

(b) *Free delivery at consignee's place army public school, Bareilly pin- 243001*

(c) Stores to be delivered strictly inside the premise of senior wing of army public school, Birdwood lines, Bareilly Cant.

6. While dropping the quotation in quotation box/forward the sealed quotation, the following points to be taken care of :-

- (a) To be forwarded in original letter head.
- (b) Signed by the contractor with name written in capital letter with seal.'
- (c) Reference of our letter number with date be written on top of envelop.
- (d) Copy of GST Registration must be enclosed with quotation.
- (e) Latest CGT & Tax clearance certificate from the concerned tax department.
- (f) Photo copy of PAN card of the firm/owner of the firm duly attested.
- (g) Proof of address (in the form of elec/tele bill separately for office, shop/show room and factory).
- (h) Copy of enlistment letter from and defence formation/Central Govt/State Govt.
- (j) NEFT/ECS From.
- (k) Certificate for similar scope executed any work with any department.

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. **Effective Date of the Contract.** The contract shall come into effect on the date of issue of supply order 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. If acknowledgment is not received within seven days, it will be deemed that the supply order is fully accepted.
2. **Liquidated Damages.** In the event of the seller's failure to submit the Bonds, Guarantees and documents supply the stores/goods and conduct trials, installation of equipment, training, etc as specified in this contract the Buyer may at his discretion withhold any payment until the completion of the contract the Buyer may also deduct from the SELLER as agreed, liquidated damages to the sum of 0.5% of the contract price of the delayed undelivered stores services mentioned above for every week of delay or part of a week, subject to the maximum value of the Liquidated damages being not higher than 10% of the value of delayed stores.
3. **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 more the 4 weeks after the scheduled date of delivery.
 - (b) The Seller is declared bankrupt or becomes insolvent.
4. **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 registered pre-paid mail addressed to the last known address of the party to whom it is sent.
5. **Transfer and sub-letting.** The seller has no right to give, bargain, sell, assign or sublet or otherwise dispose of the contract or 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.
6. **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.
7. **Goods and service Tax (GST).**
 - (a) The bidder shall quote prices thereof exclusive of goods and service tax the bidder shall specify the piece and total amount of Goods and service. Tax payable along with GST registration number. Goods and service Tax as actually paid will be reimbursed on production of necessary documents related to purchase.
 - (b) Subsequent to the reimbursement of Goods and Service Tax, the bidder will submit to the concerned payment authority, a certificate to the effect that he/she has not obtained

any refund of Goods and Service Tax subsequent to the payment to Tax authorities by him/her.

(c) In case the bidder obtains any refunds of Goods and service Tax. Subsequently to the payment of the same by him/her to the Tax authorities and reimbursement of the tax to him/her by the payment authority, He/she should forthwith furnish the details of the refund obtained and afford full credit of the same to the buyer.

(d) Tax deduction at source (TDS) as notified by the Government shall be implemented.

PART IV – SPECIAL 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 BYTHE BUYER. FAILURE TO DO SO MAY RESULT IN REJECTION OF THE BID SUBMITTED BY THE BIDDER

1. BGS/Individual Security :-

- (a) The 3 % amount of contract value and subject to the minimum of Rs15000 will be paid by contractor before starting the construction of work in form of FDR/BGB with minimum one year validity.
- (b) The amount of earnest money will be paid by the contractor to the school in the form of (FDR) duly pledged in favour of army public school Bareilly the FDR will be return back to contractor after six month of completion of construction work.
- (c) If any fault occurs in the construction work in six months after the construction then the contractor will have to repair the same from his own expenses or the same will be done by the school and the expenditure incurred in the repairing work will be recovered from the earnest money.
- (d) Liquidated Damages (LD). If the contractor fails to complete all the work within the stipulated period the contractor shall pay to the school liquidated damages at the rate of half percent (0.5%) of the total value of project work each week or part thereof for the delay upto a maximum of five percent (5%) for maximum ten weeks of work order. The school reserves the right to terminate the work order and encash the earnest money deposited for acceptance of the work order.

2. Payment schedule :-

- (a) 20% amount of total value of contract shall be paid to the contractor after material is brought at site.
- (b) 20% amount of total value of contract shall be paid to the contractor on Repair of the existing courts.
- (c) 40 % amount of contract shall be paid to the contractor after completing Five layers of the Synthetic court.
- (d) 20 % of Balance amount of Contract will be paid on clearing of site and issue of Completion Certificate by Board of Officers within 15 days of completion.

3. Advance payments . No advance payment (s) will be made.

4. Earliest Acceptable Year of Manufacture. You are request to be quotes of latest year if 2018 manufacture/ Life certificates will need to be enclosed with the Bill.

5. Quality of Work. The quality of the stores delivered according to the present contract shall correspond to the technical conditions and standards valid of the deliveries of the same stores for in seller's country or specifications enumerated as per RFP and shall also include there in modification to the stores suggested by the Buyer. Such modifications will be mutually agreed to the seller confirms that the stores to be supplied under this contract shall be new i.e. not manufactured before (Year of contract) and shall incorporate all the latest improvements and

modifications thereto and spares of improved and modified equipment are backward integrated and interchangeable 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 wherein it should be mentioned that item would provided as much life as the original item.

6. **Inspection Authority**. The inspection will be carried out by Acceptance Testing Board Constituted by the school management.

7. **Warranty**. The stores supplied against the sup order shall bear a warranty against material and workmanship for a period of one year from the date of sup of complete order. In case of manufacturing failure of defect if any component within the warranty period, the consignee shall inform the supplier for joint inspection. Within a period of one month of the receipt of such information, the rejected material shall be removed and replaced by the supplier at his own expense and no extra payment shall be made on this account.

8. **Product support**. The following product support clause will form part of the contact placed on successful bidder :-

(a) The bidder agrees to provide product support for the stores, assemblies/subassemblies,fitment items.

(b) In the event of any obsolescence during the above mentioned period of product support in respect of any items, mutual consultation between the bidder and school management will be undertaken to arrive at an acceptance solution including addition cost, if any.

(c) Any improvement/modification/up-gradation being undertaken by the bidder or their sub suppliers on the stores being purchased under the contact will be communicated by the bidder to the school management and, if required by the school management, these will be carried out by the bidder at school management's cost.

PART V – 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) 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.
 - (d) The bidders are required to spell out the rates of 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 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 result in ignoring of such offers summarily. If a bidder is exempted from payment of excise duty/VAT upto any value of supplies from them, they should be brought out clearly. Stipulations like excise duty was presently not applicable but the same will be charged if it becomes livable 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 of the purpose of comparing their prices with other bidders. The same logic applies to VAT also.
2. **Price Bid Format**. The price bid format is also attached with tender documents. Bidders are required to fill this up correctly with full details and sealed in separate envelope.

Note. Seller will submit their technical and commercial bids on the original tender documents including its photocopies will not be accepted.

ESSENTIAL TECHNICAL SPECIFICATION FOR REPAIR AND REHABILITATION OF BASKETBALL COURTS AT SENIOR WING AND JUNIOR WING OF APS, BAREILLY FOR TECHNICAL BID

Ser	Description	Unit	Qty
1.	Repair of existing concrete Surface of TheBasket ball courts to include Cracks and damages to the surface of concrete with polyfiber material to make a smooth and even surface for providing Synthetic Finish.	Sqft	9000
2.	Provision of 5 layer synthetic surface with Kyroceyl Synthetic Material including Marking	Sqft	9000

COSTED SCHEDULE OF WORK FOR FINANCIAL BID

Ser	Description	Unit	Qty	Cost
1.	Repair of existing concrete Surface of TheBasket ball courts to include Cracks and damages to the surface of concrete with polyfiber material to make a smooth and even surface for providing Synthetic Finish.	Sqft	9000	
2.	Provision of 5 layer synthetic surface with Kyroceyl Synthetic Material including Marking	Sqft	9000	