

APS, Dhar Road
Pin-182101
Udhampur (J&K)

320/APSDR

10 Sep 2024

REQUEST FOR PROPOSAL

INVITATION OF BIDS FOR LEVELLING OF PLAYGROUND AT APS DHAR ROAD

1. Bids in sealed cover are invited for supply of items listed in Part II of this RFP. Please superscribe the above mentioned Title, RFP number and date of opening of the Bids on the sealed cover to avoid the Bid being declared invalid.

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

- | | |
|--|---|
| (a) Bids/queries to be addressed to | - Principal, APS Dhar Road |
| (b) Postal address for sending the Bids | - APS Dhar Road
Udhampur (J&K)- 182101 |
| (c) Name/designation of the contact personnel | - Ramditta
Adm Supvr APS Dhar Road |
| (d) Telephone numbers of the contact personnel | - 7006551871 |
| (e) E-Mail address | - apsdharroad@gmail.com |

3. 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 Requirement (SOR), Technical Specifications, Delivery Period, Mode of Delivery and consignee details.

(c) **Part III** - Contains Standard Conditions of RFP, which will form part of the contract with the successful Bidder.

(d) **Part IV** - Contains Special Conditions of RFP, which will form part of the contract with the successful Bidder

(e) **Part V** - Contains Evaluation Criteria and Format for Price Bids.

4. 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.

Enclosures: Part I to V.

Yours' faithfully

Sdxxxx
(Dr Jyoti Bedyal)
Principal
APS, Dhar Road

PART I – GENERAL INFORMATION

1. **Last date and time for depositing the Bids.** **25 Sep 2024**

The sealed Bids (both technical and commercial) should be deposited/reach by the due date and time. The responsibility to ensure this lies with the Bidder. The bids received beyond the time and date given above shall be rejected.

2. **Manner of depositing the Bids.** Sealed Bids should be either dropped in the Tender Box marked as **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 documents. Bids sent by FAX or e-mail will not be considered (unless they have been specifically called for by these modes due to urgency).

3. **Time and date for opening of Bids.** **26 Sep 2024** at APS Dhar Road
(If due to any exigency, the due date for opening of the Bids is declared a closed holiday, the Bids will be opened on the next working day at the same time or on any other day/time, as intimated by the Buyer).

4. **Location of Tender Box.** - Main Gate, APS Dhar Road
Udhampur (J&K)- 182101

(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. **Forwarding of Bids.** Bids should be fwd by Bidders under their original memo/letter pad inter alia furnishing details like TIN number, GST/CGST No, Bank address with EFT account if applicable, etc and complete postal & e-mail address of their office.

6. **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 02 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.

7. **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.

8. **Unwillingness to Quote.** Bidder 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 RFP.

9. **Validity of Bids.** The Bids should remain valid till 60 days (Date) from the last date of submission of the Bids.

10. **Earnest Money Deposit.** Bidders are required to submit Earnest Money Deposit (EMD) for amount of **₹ 25,000/- (Rupees Twenty Five Thousand only)** alongwith their Technical bids. The EMD may be submitted in the form of an Account Payee Demand Draft in the name of **Principal APS Dhar Road, payable at Dhar Road, Udhampur**. Fixed Deposit, Receipt, Banker's Cheque or Bank Guarantee form any of the public sector banks or a private sector bank authorized to conduct government business as per Form DPM-13 (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 for the same item/range of products/goods or services with the Central Purchase Organisation (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 or derogates from the tender in any respect within the validity period of their tender.

PART II – ESSENTIAL DETAILS OF ITEMS/SERVICES REQUIRED

1. **Schedule of Requirements.** List of items/services required is as follows:-
 - (a) Technical specification - Appendix 'A'
2. **Technical Details.**
 - (a) Technical Specification - Appendix 'A'
 - (b) Requirement of training/on-job training - NA
 - (c) Requirement of installation/commissioning - NA
 - (d) Requirement of Factory Acceptance Trials (FAT), Harbor Acceptance Trials (HAT) and Sea Acceptance Trials (SAT) - NA
 - (e) Requirement of Technical documentation for changes carried out on hardware and software of documentation (Technical equipment and Operators manual) will be provided. - All necessary changes
 - (f) Nature of assistance required after completion of warranty - NA
 - (g) Requirement of pre-site/equipment inspection - NA
 - (h) Any other details, as considered necessary - NA
3. **Two Bid System.** Two bid system will be followed. Bids should normally be obtained in two parts as follows:-
 - (a) Technical bid consisting of all technical details along with commercial terms and conditions.
 - (b) Financial bid indicating item-wise price for the items mentioned in the technical bid and all other commercial terms and conditions.
4. **Delivery Period.** Delivery period for supply of items/ completion of construction would be maximum **30 (Thirty)** days from the effective date of contract. Please note that contract can be canceled unilaterally by the Buyer in case items are not received/ construction is not

completed satisfactorily within the contracted delivery period. Extension of contracted delivery period will be at the sole discretion of the Buyer, with applicability of LD clause.

5. **INCOTERMS for Delivery and Transportation.** - Delivery at APS, Dhar Road,
Udhampur (J&K).
6. **Consignee Details.** - APS, Dhar Road, Udhampur (J&K).

PART III – STANDARD CONDITIONS OF RFP

1. **Law.** The Supply Order shall be considered and made in accordance with the laws of the Republic of India. The contract shall be governed by and interpreted in accordance with the laws of the Republic of India.
2. **Effective Date of the Supply Order.** Normally the Supply Order shall come into effect on the date of signatures of both the parties on the contract except when some other effective date is mutually agreed too and specially indicated/ provided in the contract. The deliveries and supplies and performance of the services shall commence from the effective date of the contract.
3. **Arbitration.** All disputes or differences arising out of or in connection with the Contract shall be settled by bilateral discussions. Any dispute, disagreement or question arising out of or relating to the contract or relating to construction or performance, which cannot be settled amicable, may be resolved through arbitration. The standard clause of arbitration is as per Forms DPM-7 (The same can be downloaded from MoD website).
4. **Penalty.** 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 present contract or any other contract with the Government of India for showing or forbearing to show favour or disfavour to any person in relation to the present contract or any other contract with the Government of India. 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 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 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 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 amount paid by the buyer.
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 sellers 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, 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 not higher than 10% of the value of delayed stores.

7. **Termination of the Supply Order.** The buyer will 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 (07 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 (03 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.

8. **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.

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. **Sales GST/CGST.**

- (a) 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 devolve upon the buyer.
- (b) 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. Sale 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.

PART IV-SPECIAL CONDITIONS OF RFP

1. **Performance Guarantee Indigenous cases.** 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 Ltd.) for a sum equal to 10% 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.

2. **Tolerance Clause.** To take case 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 increase or decreased by the Buyer within this tolerance limit.

3. **Payment Terms for Indigenous Sellers.** It will be mandatory for the bidders to indicate their bank account numbers and other relevant e-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 the following terms on production of the requisite documents:-

(a) 100% payment will be made on delivery, installation/completion of work and acceptance by the user. TDS/ Taxes as per prevailing rules will be deducted prior to making full/ final payments

4. **Advance Payments.** No advance payment will be made.

5. **Risk & Expense clause -**

(a) Should the stores or any installment thereof not be delivered with 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 canceled 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 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 delivery 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 of balance shall be recoverable from the SELLER. Such recoveries shall not exceed of the value of the contract.

6. **Earliest Acceptable Year of manufacture.** Quality/Life certificate will need to be enclosed with the Bill.

7. **Quality.** The quality of the stores delivered according to the present Contract shall correspond to the technical conditions and standards valid for 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 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 provide as much life as the original item.

8. **Quality Assurance.** Seller would provide the Standard Acceptance Test Procedure (ATP) within one month of this date of contract. Buyer reserves the right to modify the ATP. Seller would be required to provide all test 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.

9. **Inspection Authority.** The Inspection will be carried out by the Board of officers/ School Purchasing Committee.

10. **Warranty:** -

(a) 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 hereby guarantees that the said goods/stores/articles would continue to conform to the description and quality aforesaid for a period of **02 years** from the date of delivery of the said goods stores/articles/ constructions to the Buyer or **30 months** from the date of shipment/ despatch from the Seller's works whichever is earlier and that notwithstanding the fact that the Buyer may have inspected and/or approved the said goods / stores / articles, if during the aforesaid period the said goods / stores / articles/ constructions 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 thereof as is found to be defective by the Buyer within a reasonable period, or such specified period as may be allowed by the Buyer in his discretion on application made thereof 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 thereof, otherwise the Seller shall pay to the Buyer such compensation as may arise by reason of the breach of the warranty therein contained.

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

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

11. **Product Support**. The following Product Support clause will form part of the contract placed on successful Bidder: -

(a) The Seller agrees to provide Product Support for the stores, assemblies/subassemblies, fitment items and consumables, Special Maintenance Tools (SMT)/Special Test Equipments (STE) subcontracted from other agencies/manufacturer by the Seller for a maximum period of **60 (sixty)** months including warranty period after the delivery of the stores.

PART V- EVALUATION CRITERIA

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 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) In cases where only indigenous bidders are competing, all taxes and duties (including those for which exemption certificates are issued) quoted by the bidders will be considered. The ultimate cost to the buyer would be the deciding factor for ranking of Bids.

(ii) In cases where both foreign and indigenous bidders are competing, following criteria would be followed:-

(aa) In case of foreign bidders, the basic cost (CIF) quoted by them would be the basis for the purpose of comparison of various tenders.

(ab) In case of indigenous bidders, excise duty on fully formed equipment would be offloaded.

(ac) Sales tax and other local levies, i.e. octroi, entry tax etc would be ignored in case of indigenous bidders.

(c) 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 entailed 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 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.

(d) In import cases, all the foreign quotes will be brought to a common denomination in Indian Rupees by adopting the exchange rate as BC selling rate of the State Bank of India on the date of the opening of Price Bids.

(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 word will prevail for calculation of price.

(f) The buyer reserves the right to evaluate the offers received by using Discounted Cash Flow method at a discounting rate of 2%. In case cash flow involves more than one currency, the same will be brought to a common denomination in Indian Rupees by adopting exchange rate as BC selling rate of the State Bank of India on the date of the opening of price bids.

(g) 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 fully quantity in stipulated time.

(h) Any other criteria as applicable to suit a particular case.