

THE TIMES OF INDIA

DATE:- 09/MARCH/2024

PAGE- 09

**ARMY PUBLIC SCHOOL, BATHINDA**

Bathinda Mil Station, PIN-151004

Mobile No : 7626004733, E-mail : apsbathindacant@gmail.com

**CONSTRUCTION OF SYNTHETIC BASKETBALL COURT  
AT ARMY PUBLIC SCHOOL, BATHINDA**

1. Principal, Army Public School, Bathinda invites bids for "Construction of Synthetic Basketball Court" at Army Public School, Bathinda. RFP including instructions for the bidders, technical specifications of work/services required, terms and conditions, special conditions and evaluation criteria are available on school website [www.apsbathinda.org](http://www.apsbathinda.org). Bids can be submitted duly signed and stamped by 2:00PM on 30 Mar 2024.

2. **Opening of Tenders/Bids :** Part-1 Technical Bids will be opened on 03 Apr 2024 at 11:00AM at APS, Bathinda and Part - 2 Commercial bids will be opened only in respect of service providers who qualify in the technical bid.

Principal

# THE TRIBUNE

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Principal

RFP (TENDER BID)

Army Public School  
Bathinda Mil stn  
c/o 56 APO

APS/800/Accts

09. Mar 2024

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

INVITATION OF BIDS FOR CONSTRUCTION OF SYNTHETIC BASKETBALL COURT  
AT ARMY PUBLIC SCHOOL, BATHINDA

REQUEST FOR PROPOSAL (RFP) NO APS/800/Accts DT 09 MAR 2024

1. Bids are invited on School website. Bids are invited for "**Construction of Synthetic Basketball Court**" at Army Public School, Bathinda (Punjab) as listed in Part II of this RFP. 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. The bids will be deposited in a sealed, stamped and signed cover clearly mentioning the bidder's company.
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  
Army Public School  
Bathinda, PIN-151004
  - (b) Postal address for sending the bids : Principal  
Army Public School  
Bathinda, PIN-151004
  - (c) Name/designation of the contact personnel : Principal  
Army Public School  
Bathinda, PIN-151004
  - (d) Telephone numbers of the contact personnel : 7626004733
  - (e) e-mail IDs of contact personnel : **apsbathindacantt@gmail.com**
  - (f) Fax number : Nil
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 critical date and time, place of submission and opening of tenders, validity period of tenders etc.
  - (b) **Part-II.** Contains essential details of the items/services required, such as the Schedule of Requirement (SOR), Technical Specifications, Delivery Period, Mode of Delivery and Consignee details.




(c) **Part-III** Contains standard conditions of RFP which will form part of the contract with the successful bidder.

(d) **Part-IV** Contains special conditions applicable to this RFP and which will also form part of the contract with the successful bidder.

(e) **Part-V** Contains evaluation criteria.

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 becomes necessary at any stage.

  
(Mrs Sukhdeep Kaur)  
Principal  
APS, Bathinda

**Enclosures** : As above



## **PART I : GENERAL INFORMATION**

1. **Critical Dates.** The critical dates with respect to the Tender ref APS/800 are as follows:-

Ser No	Event	Date	Time
(a)	Date of Publishing of Bid (Advertisement)	09 Mar 2024	
(b)	Pre-Bid meeting	21 Mar 2024	2:00 PM
(c)	Last Date for Bid Submission	30 Mar 2024	Latest by 2:00 PM
(d)	Bid Opening	03 Apr 2024	11:00 AM

2. **Manner of Depositing the Bids.** Tender to be submitted offline. Sealed Manual Bids to be dropped in the tender box, marked as **TENDER BOX** "**Construction of Synthetic Basketball Court**" kept at Army Public School, Bathinda. The bids will be sealed stamped and in a signed cover clearly mentioning the bidder's company. Late tenders will not be considered. Bids submitted manually by the bidders will be preferred, however if due to any urgency, bidders may resort to post the bids through registered post to APS, Bathinda. 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.
3. **Time and Date for Opening of Bids.** **Time and Date for Opening of Bids 03 Apr 2024 at 1100 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 Buyer.
4. **Location of the Tender Box.** Army Public School, Bathinda. Only those Bids that are found in the Tender Box will be opened. Bids dropped in the wrong Tender Box will be rendered invalid.
5. **Place of Opening of the Bids.** Army Public School, Bathinda. The Bidders may depute their representatives, duly authorized in writing, to attend the opening of Bids on the due date and time. Rates and important commercial/technical clauses quoted by all Bidders will be read out in the presence of the representative of all the Bidders. This event will not be postponed due to non-presence of your representative.
6. **Two-Bid system.** Technical and commercial bids should be deposited in 02 separate sealed envelopes placed in third sealed envelope. Only the Technical Bid would be opened on the time and date mentioned above. Date of opening of the Commercial Bid will be intimated after acceptance of the Technical Bids. Commercial Bids of only those firms will be opened, whose Technical Bids are found compliant/suitable after Technical evaluation is done by the Buyer.
7. **Forwarding of Bids.** Bids should be forwarded by Bidders under their original memo/ letter pad inter alia furnishing details like GST number, Bank address with NEFT Account if applicable, etc and complete postal, contact Number & e-mail address of their office.
- (a) Both the bids i.e Technical and Commercial Bid to be submitted in a separate envelop sealed stamped and signed by the vendor.
- (b) Both the sealed Technical and Commercial Bids will be further enclosed in third envelop and same will be stamped, signed and sealed by bidders.



- (c) Any bid which is found open or not enclosed with accordance of proper procedure will be rejected.

8. **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 07 (seven) 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. **Modification and Withdrawal of Bids.** A bidder may modify or withdraw his bid after submission, provided that, the written notice of modification or withdrawal is received by the Buyer prior to deadline prescribed for submission of bids. A withdrawal notice may be sent by e-mail but it should be followed by a signed confirmation copy sent by post and such signed confirmation should reach the purchaser not later than the deadline for submission of bids. No bid shall be modified after the deadline for submission of bids. No bid may be withdrawn in the interval between the deadline for submission of bids and expiration of the period of bid validity specified. Withdrawal of a bid during this period will result in Bidder's forfeiture of bid security.

10. **Clarification Regarding Contents of the Bids.** During evaluation and comparison of bids, the Buyer may, at its discretion, ask the bidder for clarification of his bid. The request for clarification will be given in writing and no change in prices or substance of the bid will be sought, offered or permitted. No post-bid clarification on the initiative of the bidder will be entertained.

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

12. **Unwillingness to Quote.** Bidders unwilling to quote should ensure that intimation to this effect reaches before the due date and time of opening of the Bid, failing which the defaulting Bidder may be delisted for the given range of items as mentioned in this RFP.

13. **Validity of Bids.** The Bids should remain valid after 60 days from the last date of submission of the Bids.

14. **Earnest Money Deposit.** Bidders are required to submit Earnest Money Deposit at the rate of 2% of the quoted amount along with their bids. The EMD may be submitted in the form of an Account Payee Demand Draft, from any of the Public Sector Banks or a Private Sector Bank authorized to conduct government business. EMD is to remain valid for a period of thirty days beyond the final bid validity period. EMD of the unsuccessful bidders will be 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 amend, impairs or derogates from the tender in any respect within the validity period of the tender.

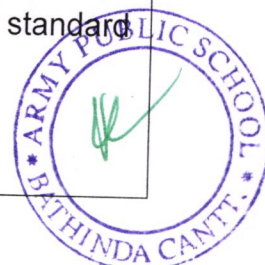
(a) Exemption from Submission of Bid Security. Bid security is not required to be obtained from Micro and Small Enterprises (MSEs) as defined in MSE Procurement Policy issued by Department of Micro, Small and Medium Enterprises (MSME)/ MSEs registered with NSIC and under Udyog Aadhaar Memorandum (UAM)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



**PART -II****ESSENTIAL DETAILS OF ITEMS/ SERVICES REQUIRED**

1. Schedule of Requirement and Technical Specifications of items are as under.

Ser No	Description of Item	A/U	Qty	Technical Specification
(a)	<b><u>Ashalt Base.</u></b>	<b>Sqm</b>	<b>608</b>	(a) Removal of exiting 1" concrete base using mechanical labour. (b) Levelling of soil. (c) Application on weed killer and soil stabilizer by using the chemicals. (d) Laying of WHM hard stone soiling course 3". (e) Compaction of the sub base / layer by using 8 to 10 ton roller. (f) Laying of asphalt BM in 80/100 grade bitumen for 40mm thickness in 10-19mm stone aggregate. (g) Laying of asphalt BM in 80/100 grade bitumen for 30mm thickness in 6-8mm stone aggregate. (h) Providing open storm water drain on both or single side depending on the site conditions for effective drainage of rain water having a depth of 6" and width of 8" with slope of 1: 20. (j) Toe wall on all the four sides as retain wall for asphalted surface, up to depth of 8" – 10" width 4" and plaster only the exposed wall section and painted.
(b)	<b><u>All Weather Acrylic Synthetic Surfacing (Eight Layer Ultra Cushion) :</u></b>	<b>Sqm</b>	<b>608</b>	(a) One Layer of Acrylic Surface. (b) Three Layers of imported high class sports field Granule cushion. (c) Two Layers of imported high class sports field Powder cushion . (d) Two Layers of colour coating. (e) Specifications of surface texture : More texture with less abrasiveness. (f) Surface Colour : Recommended Red / Greens. (g) Resistance to wear – Table H 18 : 1000 Cycles. (h) Glass - 3.6%. (J) Specular Reflection – 15 Degree Celsius. (k) UV Treated – Fade Resistant. (l) Coat – 100 % Acrylic.
(c)	<b><u>Court Line Marking.</u></b>	<b>Court</b>	<b>01</b>	Court line marking by using Hi – Tech Line Taping machine (provides high precision of marking) which lays down strips of 1" to 2" wide masking tape from 1 to 4 inches wide, using imported high class sports line marking paint (white paint).
(d)	<b><u>Basketball Court Accessories with complete supply and fixing services:</u></b>	<b>Set</b>	<b>01</b>	(a) Basketball poles 6"-8" pipe with 2.2mtr. (b) Cast Acrylic back board 1800x1050x20mm with angel frame. (c) Spring action slam dunk ring and Indian standard net.

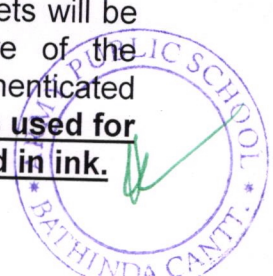


(e)	<b><u>Chain Link Fencing.</u></b>	<b>Set</b>	<b>01</b>	<p>(a) All round chain link fence 8 feet in height with two gates(diagonally opposite and each of 3 feet width and 8 feet height).</p> <p>(b) Distance from side line of court – 10feet.</p> <p><b>(c) Fencing details :-</b></p> <p>(i) MS pipes at base and top</p> <p>(ii) 3" x 3" GI Chain Link Jaali of 12 gauge.</p> <p>(iii) All pipes are 1 ½ of 16 gauge.</p>
	<b><u>Floodlights.</u></b>	<b>Set</b>	<b>01</b>	<p>(a) Electric pole: Four 17ft high from ground level MS Medium Pipe Electric Poles.</p> <p>(b) Steps on each poles for maintenance.</p> <p>(c) MCB and other electrical switches for LED lights in an electrical box, one each for one pole.</p> <p>(d) 08 Nos of LED lights (Two on each pole) of 10 watts.</p>

## 2. **Technical Details.**

(a) Technical bid will comprise of following:-

- (i) Appendix A - Technical Spec Compliance.
- (ii) Appendix B - Non Disclosure Agreement Certificate.
- (iii) Appendix C - Self certificate.
- (iv) Appendix D - Certificate by the OEM.
- (v) Appendix E - Performance Guarantee Certificate
- (vi) Appendix F - Model ECS Mandate Form
- (vii) Appendix G - Cert of Acceptance of Terms and Conditions (ATC) of tender duly signed and stamped by vendor.
- (viii) Warranty Certificate – As per RFP para 19 of Part-IV
- (ix) EMD Worth - As per RFP Part -1 of Para 14
- (x) ISO cert of the firms
- (xi) GST/TIN/Regn and validity
- (xii) Copy of PAN card (The PAN number of individual will not be acceptable in place of income tax registration number).
- (xiii) Last two years' / Past performance cert.
- (xiv) Average Annual Turnover of Bidder for last three years duly verified by Chartered Accountant (CA).
- (xv) Copy of NEFT Mandate duly certified by bank.
- (xvi) Last two year IT returns and Audit balance sheet duly signed by CA.
- (xvii) RFP duly signed by vendor (each page to be stamped and signed).
- (xviii) Only the enclosed formats in original will be used. All sheets will be submitted duly affixed with companies stamp and signature of the authorised signatory of the company. Additional sheets, duly authenticated may be attached to elucidate specific issue. **All Photostat copies used for completing the quadruplicates set will be stamped and signed in ink.**



3. **Requirement of installation/commissioning.** Onsite installation and commissioning of equipment along with accessories at the area designated by the buyer will be responsibility of the bidder.

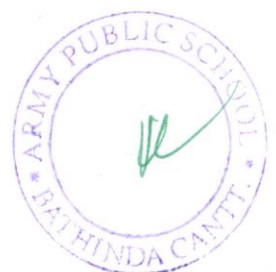
4. **Two Bid Systems.** In respect of two bid system, bidders are required to furnish clause by clause compliance of specifications bringing out clearly the deviations from specification, if any. The bidders are advised to submit the compliance statement as per **Appx 'A'** along with technical bids.

5. **Delivery Period.** Delivery period for supply of items and installation of items would be 45 days from the effective date of contract. Please note that the contract can be cancelled unilaterally by the Buyer in case items are not received within the contracted delivery period. Extension of the contracted delivery period will be at the sole discretion of the Buyer, with applicability of LD clause.

6. **INCOTERMS for delivery and Transportation.** NA

7. **Consignee Details :**

Mrs Sukhdeep Kaur  
Principal  
Army Public School  
Bathinda Mil Stn



**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 BIDDER IN THE CONTRACT) AS SELECTED BY THE BUYER. FAILURE TO DO SO MAY RESULT IN REJECTION OF THE BID SUBMITTED BY THE BIDDER.**

1. **Law.** The Contract shall be considered and made in accordance with the laws of the Republic of India. The contract shall be governed by and interpreted in accordance with the laws of the Republic of India.
2. **Effective Date of the Contract.** The contract shall come into effect on the date of signature of both the parties on the contract (effective date) and shall remain valid until the completion of the obligation of the parties under the contract. The deliveries, supplies and performance of the services shall commence from the effective date of the contract.
3. **Arbitration.** All disputes or differences arising out of, or in connection with the contract shall be settled by bilateral discussions. Any dispute, disagreement or question arising out of, or relating to the contract or relating to construction or performance, which cannot be settled amicably, may be resolved through arbitration. The standard clause of arbitration is as per Forms DPM-7, DPM-8 and DPM-9 (Available in MoD website and can be provided on request).
4. **Penalty for use of Undue influence.** The Bidder 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 Bidder or any one employed by him or acting on his behalf (whether with or without the knowledge of the Bidder) or the commission of any offers by the Bidder 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 Bidder and recover from the Bidder 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 Bidder. Giving or offering of any gift, bribe or inducement or any attempt at any such act on behalf of the Bidder 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 Bidder 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.
5. **Agents/Agency Commission.** The Bidder confirms and declares to the Buyer that the Bidder is the original manufacturer of the stores/provider of the services referred to in this Contract and has not engaged any individual or firm, whether Indian or foreign whatsoever, to intercede, facilitate or in any way to recommend to the Government of India or any of its functionaries, whether officially or unofficially, to the award of the contract to the Bidder; nor has any amount been paid, promised or intended to be paid to any

such individual or firm in respect of any such intercession, facilitation or recommendation. The Bidder 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 bidder has engaged any such individual/firm, and paid or intended to pay any amount, gift, reward, fees, commission or consideration to such person, party, firm or institution, whether before or after the signing of this contract, the Bidder will be liable to refund that amount to the Buyer. The Bidder will also be debarred from entering into any supply Contract with the Government of India for a minimum period of five years. The Buyer will also have a right to consider cancellation of the Contract either wholly or in part, without any entitlement or compensation to the Bidder who shall in such an event be liable to refund all payments made by the Buyer in terms of the Contract along with interest at the rate of 2% per annum above LIBOR rate. The Buyer will also have the right to recover any such amount from any contracts concluded earlier with the Government of India.

6. **Access to Books of Accounts.** In case it is found to the satisfaction of the Buyer that the Bidder has engaged an Agent or paid commission or influenced any person to obtain the contract as described in clauses relating to Agents/Agency Commission and penalty for use of undue influence, the Bidder, on a specific request of the Buyer, shall provide necessary information/ inspection of the relevant financial documents/information.

7. **Non-disclosure of Contract Documents.** Except with the written consent of the Buyer/ Bidder, other party shall not disclose the contract or any provision, specification, plan, design, pattern, sample or information thereof to any third party.

8. **Liquidated Damages:** In the event of the Bidder'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 BIDDER 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.

9. **Termination of Contract.** The Buyer shall have the right to terminate this Contract in part or in full in any of the following cases: -

(a) The delivery of the material is delayed for causes not attributable to Force Measure for more than **Three Months** after the scheduled date of delivery.

(b) The Bidder is declared bankrupt or becomes insolvent.

(c) The delivery of material is delayed due to causes of Force Measure by more than **Three Months** provided Force Measure clause is included in contract.

(d) The Buyer has noticed that the Bidder has utilised the services of any Indian/Foreign agent in getting this contract and paid any commission to such individual/company etc.

(e) As per decision of the Arbitration Tribunal.

10. **Notice.** 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/airmail, addressed to the last known address of the party to whom it is sent.



11. **Transfer and Sub-letting.** The Bidder 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.
12. **Patents and other Industrial Property Right.** The prices stated in the present contract shall be deemed to include all amounts payable for the use of patents, copyrights, registered charges, trademarks and payments for any other industrial property rights. The Bidder shall indemnify the Buyer against all claims from a third party at any time on account of the infringement of any or all the rights mentioned in the previous paragraphs, whether such claims arise in respect of manufacture or use. The Bidder shall be responsible for the completion of the supplies including spares, tools, technical literature and training aggregates irrespective of the fact of infringement of the supplies, irrespective of the fact of infringement of any or all the rights mentioned above.
13. **Amendments.** No provision of present Contract shall be changed or modified in any way (including this provision) either in whole or in part except by an instrument in writing made after the date of this Contract and signed on behalf of both the parties and which expressly states to amend the present Contract.
14. **Taxes and Duties.** The bidder shall clearly express in the bid, all the taxes, duties, Sale Tax and levies as applicable to the quote.
15. **Pre-Integrity Pact Clause.** NA



## PART IV: SPECIAL CONDITIONS OF RFP

THE BIDDER IS REQUIRED TO GIVE CONFIRMATION OF THEIR ACCEPTANCE OF SPECIAL CONDITIONS OF THE RFP MENTIONED BELOW WHICH WILL AUTOMATICALLY BE CONSIDERED AS PART OF THE CONTRACT CONCLUDED WITH THE SUCCESSFUL BIDDER (I.E BIDDER IN THE CONTRACT) AS SELECTED BY THE BUYER. FAILURE TO DO SO MAY RESULT IN REJECTION OF BID SUBMITTED BY THE BIDDER.

1. **Performance Bank Guarantee(PBG).** The successful Bidder will be required to furnish a performance Guarantee by way of bank Guarantee through a public sector bank or a private sector bank authorized to conduct government business for a sum equal to **5%** of the Supply Order/Contract value within 10 days of receipt of the confirmed order. Performance Bank Guarantee should be valid up to 60 days beyond the date of warranty. The specimen of PBG is given at Appendix 'C'. PBG should be in favour of Consignee which will be retained by the buyer and shall be released only after successful expiry of warranty period of three year from the date of completion of project.
2. **Option Clause:** The contract will have an Option Clause, Wherein the Buyer can exercise an option to procure an additional 50% of the original contracted quantity in accordance with the same terms & conditions of the present contract. This will be applicable within the currency of contract. The Bidder is to confirm the acceptance of the same for inclusion in the contract. It will be entirely the discretion of the Buyer to exercise this option or not.
3. **Repeat Order Clause.** The Contract will have a Repeat Order Clause, wherein the Buyer can order upto 50% quantity of the items under the present contract within six months from the date of supply/successful completion of this contract, the cost, terms & conditions remaining the same. The Bidder is to confirm acceptance of this clause. It will be entirely the discretion of the Buyer to place the Repeat order or not.
4. **Tolerance Clause** To take care of any change in the requirement during the period starting from issue of RFP till placement of the contract, Buyer reserves the right 20% plus/minus increase or decrease the quantity of the required goods upto that limit without any change in the contract, the quantity ordered can be increased or decreased by the Buyer within this tolerance limit.
5. **Payment Terms.** 100% payment to be done after Acceptance Test Procedure (ATP) (Complete testing of the project).
6. **Payment Terms of Foreign Seller.** NA
7. **Advance Payment.** No advance payment to be made.
8. **Paying Authority.** (Name and address, Contact details). The payment of bills will be made on submission of the following documents by the Bidder to the Paying Authority along with the bill:-
  - (a) Ink signed copy of consignment bill/ Bidder's bill.
  - (b) Ink signed copy of commercial invoice/Bidder's bill.
  - (c) Copy of Supply Order/Contract with U.O. number and date of IFA's concurrence, where required under delegation of powers.
  - (d) CRVs in duplicate.



- (e) Inspection note.
  - (f) Claim for statutory and other levies to the supported with requisite documents/proof of payment such as Excise duty challan, Custom duty clearance certificate, Octroi receipt, etc as applicable.
  - (g) Exemption certificate for Excise duty, if applicable.
  - (h) Bank guarantee for advance, if any.
  - (j) Guarantee/ Warranty certificate.
  - (k) Performance Bank guarantee/ Indemnity bond where applicable.
  - (l) DP extension letter with CFA's sanction, U.O number and date of IFA's concurrence, where required under delegation of powers, indicating whether extension is with or without LD.
  - (m) 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).
  - (n) Any other document/ certificate that may be provided for in the Supply Order/ Contract.
  - (o) User Acceptance.
  - (p) Xerox copy of PBG
- (Note – From the above list, the documents that may be required depending upon the peculiarities of the upgradation being undertake, may be included in RFP).

9. **Fall Clause.** The following Fall clause will form part of the contract placed on successful Bidder: -

- (a) The price charged for the stores supplied under the contract by the Bidder shall in no event exceed the lowest prices at which the Bidder sells the stores or offer to sell stores of identical description to any persons/Organisation including the purchaser or any department of the Central government or any Department of state government or any statutory undertaking the central or state government as the case may be during the period till performance of all Supply orders placed during the currency of the rate contract is completed.
- (b) If at any time, during the said period the Bidder reduces the sale price, sells or offer to sell such stores to any person/organisation including the Buyer or any Deptt, of central Govt. or any Department of the State Government or any Statutory undertaking of the Central or state Government as the case may be at a price lower than the price chargeable under the contract, the shall forthwith notify such reduction or sale or offer of sale to the Director general of Supplies & Disposals and the price payable under the contract for the stores of such reduction of sale or offer of the sale shall stand correspondingly reduced. The above stipulation will, however, not apply to:-
  - (i) Exports by the Bidder.
  - (ii) Sale of goods as original equipment at price lower than the prices charged for normal replacement.
  - (iii) Sale of goods such as drugs which have expiry dates.
  - (iv) Sale of goods at lower price on or after the date of completion of sale/placement of the order of goods by the authority concerned under the existing or previous Rate Contracts as also under any previous contracts entered into with the Central or State Govt. Depts, including their undertakings excluding joint sector companies and/or private parties and bodies.
- (c) The Bidder shall furnish the following certificate to the Paying authority along with each bill for payment for supplies made against the Rate contract – "We certify that there has been no reduction in sale price of the stores of description identical to the stores supplied to the Government under the contract herein and such stores



have not been offered/sold by me/us to any person/organisation including the purchaser or any department of Central Government or any Department of a state Government or any Statutory Undertaking of the Central or state Government as the case may be upto the date of bill/the date of completion of supplies against all supply orders placed during the currency of the Rate Contract at price lower than the price charged to the government under the contract except for quantity of stores categories under sub-clauses (a),(b) and (c) of sub-para.

10. **Risk & Expense Clause.**

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

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

(c) In case of a material breach that was not remedied within 45 days, the BUYER shall, having given the right of first refusal to the BIDDER 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 transaction being wholly determined the balance of the stores remaining to be delivered there under.

(d) Any excess of the purchase price, cost of manufacturer, or value of any stores procured from any other supplier as the case may be, over the Supply Order price appropriate to such default or balance shall be recoverable from the BIDDER. Such recoveries shall not exceed 40% of the value of the Supply Order.

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

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

13. **OEM Certificate.** In case the bidder is not the OEM, the agreement certificate with the OEM for sourcing the spare shall be mandatory, wherever applicable.



14. **Transportation.** Seller will bear the costs and freight / necessary transportation charges to delivered the stores at consignee location as per contract.

15. **Packing & Marking.** The bidder shall provide packing and preservation of the equipment and spares/goods contracted so as to ensure their safety against damage during transportation.

16. **Quality.** The quality of stores delivered according to the present contract shall correspond to the technical conditions and standards valid for the deliveries of the same stores for in sellers country or specifications enumerated as per RFP.

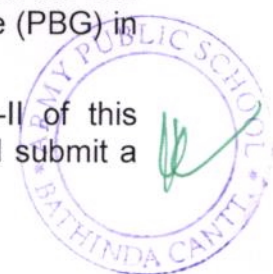
17. **Quality Assurance.** Bidder would provide the Standard Acceptance Test Procedure (ATP) within 03 month of this date of contract. Buyer reserves the right to modify the ATP. Bidder would be required to provide all test facilities at user premises for acceptance and inspection by Buyer. The details 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.

18. **Inspection Authority.** The Inspection will be carried out by Bd of Offrs. The mode of Inspection will be User Inspection.

19. **Warranty.** Except as otherwise provided in the invitation tender, the bidder 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 bidder hereby guarantees that the said goods/stores/articles would continue to conform to the description and quality aforesaid for a period of **3 years** commence from date of installation duly signed by both parties may have inspected and/ or approved the said goods/stores/articles, if during the aforesaid period of 3 Yrs the said goods/ stores/ articles be discovered not to conform to the description and quality aforesaid not giving satisfactory performance or have deteriorated and the decision of the Buyer in that behalf shall be final and binding on the bidder and the Buyer shall be entitled to call upon the bidder 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 the bidder 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 bidder shall pay to the Buyer such compensation as may arise by reason of the breach of the warranty therein contained.

20. **Penalty During warranty.** Any defect/damages, to include crack in Ashalt Base, wear & tear in Acrylic Synthetic surface, flood lights damage and breakages to Acrylic Back Board & ring etc, in supplied item/accessory as mentioned at para 1 of Part II of RFP will be intimated to the vendor in writing through e-mail. If the supplied items or any accessory as mentioned above is defective beyond seven (07) working days from the date of intimation to the vendor, penalty at the rate of **Rs. 250/- (Rupees two hundred fifty only)** per day per item/accessory will be charged or recovered out of the Performance Bank Guarantee (PBG) held towards warranty. In case of any item/accessory being defective for more than ten (10) working days from intimation to the vendor, user will have the option to get it repaired from any suitable agency at the risk and cost of Bidder which will be deducted out of Performance Bank Guarantee (PBG) in addition to the penalty as above.

22. **Non-Chinese /Make In India Clause.** All products as given in Part-II of this contract should be Non-Chinese and preferably Make In India. Vendor should submit a certificate to this effect.



## **PART V: EVALUATION CRITERIA AND PRICE BID ISSUES**

1. **Evaluation Criteria.** The broad guidelines per evaluation of bids will be as follows:-

(a) Only those bids will be evaluated which are found to be fulfilling all the eligibility and qualifying requirements of the RFP, both technically and commercially.

(b) In respect of Two-Bid system, the Technical Bids forwarded by the Bidders will be evaluated by the Buyer with reference to the technical characteristics of the equipment as mentioned in the RFP. The compliance of technical bids would be determined on the basis of the parameters specified in the RFP. The price bids of only those bidders will be opened whose technical bids would clear the technical evaluation.

(c) As it is a Turnkey Project, the lowest bid will be decided upon the lowest price quoted by the particular bidder as per the Price Format given at para3 below.

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

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

2. **Price Bid Format.** The Price Bid Format is given below and bidders are required to fill this up correctly with full details:-

(a) Basic cost of items.

Ser No	Items/Works	Per Unit Price	Qty	Total Cost

(b) Accessories

(c) Installation/commissioning/Transportation

(d) Taxes

(e) Labour

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

4. **Vendor Qualification / Authentication Criteria.**

S.No	Documents Requires	Compliance (Yes/ No)	Remarks
(a)	PAN Card Attached		Self-attested copy of all documents must be attached.
(b)	Aadhar Card Attached		
(c)	ITR for last two years Attached		
(d)	GST Registration Attached		
(e)	OEM Certificate – Compulsory		



**Appendix 'A'**

(Refer to Part-II of Para 2 (a) (i) of RFP)

**“CONSTRUCTION OF SYNTHETIC BASKETBALL COURT” AT ARMY PUBLIC SCHOOL, BATHINDA****TECHNICAL SPECIFICATIONS COMPLIANCE**

Ser No	Description of Item	A/U	Qty	Technical Specification	Make and model	Compliance(Y/N)	Deviation
(a)	<b><u>Asphalt Base</u></b>	<b>Sqm</b>	<b>608</b>	(a) Removal of exiting 1" concrete base using mechanical labour. (a) Levelling of soil. (b) Application on weed killer and soil stabilizer by using the chemicals. (c) Laying of WHM hard stone soiling course 3". (d) Compaction of the sub base / layer by using 8 to 10 ton roller. (e) Laying of asphalt BM in 80/100 grade bitumen for 40mm thickness in 10-19mm stone aggregate. (f) Laying of asphalt BM in 80/100 grade bitumen for 30mm thickness in 6-8mm stone aggregate. (g) Providing open storm water drain (32 Mtr) on both or single side depending on the site conditions for effective drainage of rain water having a depth of 6" and width of 8" with slope of 1: 20. (h) Toe wall on all the four sides as retains wall for asphalted surface, upto depth of 8" – 10" width 4" and plaster only the exposed wall section and painted.			
(b)	<b><u>All Weather Acrylic Synthetic Surfacing (Eight Layer Ultra Cushion):</u></b>	<b>Sqm</b>	<b>608</b>	(a) One Layer of Acrylic Surface. (b) Three Layers of imported high class sports field Granule cushion. (c) Two Layers of imported high class sports field Powder cushion . (d) Two Layers of colour coating. (e) Specifications of surface texture : More texture with less abrasiveness. (f) Surface Colour : Recommended Red / Greens.			



				(g) Resistance to wear – Table H 18 : 1000 Cycles. (h) Glass - 3.6%. (J) Specular Reflection – 15 Degree Celsius. (k) UV Treated – Fade Resistant. (l) Coat – 100 % Acrylic.			
(c)	<b><u>Court Line Marking</u></b>	<b>Court</b>	<b>01</b>	Court line marking by using Hi – Tech Line Taping machine (provides high precision of marking) which lays down strips of 1" to 2" wide masking tape from 1 to 4 inches wide, using imported high class sports line marking paint (white paint).			
(d)	<b><u>Basketball Court Accessories with complete supply and fixing services:</u></b>	<b>Set</b>	<b>01</b>	(a) Basketball poles 6"-8" pipe with 2.2mtr. (b) Cast Acrylic back board 1800x1050x20mm with angel frame. (c) Spring action slam dunk ring and Indian standard net.			
(e)	<b><u>Chain Link Fencing</u></b>	<b>Set</b>	<b>01</b>	(a) All round chain link fence 8 feet in height with two gates(diagonally opposite and each of 3 feet width and 8 feet height). (b) Distance from side line of court – 10feet. (c) Fencing details :- (i) Cemented base (H11/2 feet x W 9 inche) for completed fence. (ii) MS pipes at base and top (iii) 3" x 3" GI Chain Link Jaali of 12 gauge. (iv) All pipes are 1 ½ of 16 gauge.			
(e)	<b><u>Floodlights.</u></b>	<b>Set</b>	<b>01</b>	(a) Electric pole : Four 17ft high from ground level MS Medium Pipe Electric Poles. (b) Steps on each poles for maintenance. (c) MCB and other electrical switches for LED lights in an electrical box, One each for one pole. (d) 08 Nos of LED lights (Two on each pole) of 100 watts.			

Office Seal :

Signature of Bidder

Date : 2024



**Appendix 'B'**

((Refer to Part-II of Para 2 (a) (ii) of RFP))

**MUTUAL NON- DISCLOSURE AGREEMENT**

This Agreement is executed at \_\_\_\_\_ on the \_\_\_\_\_ day of \_\_\_\_\_ (the "Effective date") and between Army Public School, Bathinda (Punjab) and \_\_\_\_\_ Limited, a company incorporated under the companies Act, 1956, and having its registered, office at, \_\_\_\_\_ through its Authorized signatory Mr, \_\_\_\_\_ s/o \_\_\_\_\_ aged \_\_\_\_\_ years of First PART, (Which expression unless repugnant to the context or meaning thereof shall mean and include its successors and assigns)

**WHEREAS**

1. The parties are desirous of entering into a business relationship with each other (the "Purpose").
2. During the course of such relationship both Parties may disclose certain confidential and sensitive information to each other.
3. The Parties have agreed to enter into this agreement to record their understanding in respect of the disclosure of such information.



**NOW THEREFORE IT IS HEREBY AGREED BY AND BETWEEN THE PARTIES AND  
THIS AGREEMENT WITNESSETH AS UNDER:-**

1. As used herein, "confidential information" shall mean unit name, location of unit, telephone Number of unit/any appointment of unit, name of officer/ men of unit to be provided by either party ("the Disclosing Party") to the other ("the Recipient") including all confidential information provided by the Disclosing Party to the Recipient shall remain the sole and exclusive property of the Disclosing Party.
2. The Recipient agrees that at all times it shall : (a) only disclose the Confidential Information to Recipient's employees and contractors who have written and binding non-disclosure obligations with Recipient that are as restrictive as those herein and then only for the Purpose : (b) will hold in strict confidence and not disclose to any third party the Confidential Information, except as approved in writing by the Disclosing party. Notwithstanding the above, the Recipient shall not be in violation of this clause 2 with regard to disclosure that was in response to a valid order by a court or other government body, provided that the Recipient provides the Disclosing Party with prior written notice of such disclosure.
3. The recipient shall immediately notify the Disclosing Party upon discovery of any threatened breach, actual loss, or unauthorized disclosure of the confidential Information.
4. Upon written request of the Disclosing Party, the Recipient shall promptly return to the Disclosing Party all documents regarding confidential Information or certify the destruction thereof.
5. The Parties recognize and agree that nothing contained in this Agreement shall be construed as granting any property rights to the recipient, by license or otherwise, to any confidential Information of the Disclosing Party disclosed pursuant to this Agreement, or to any invention. The Recipient shall not derive any profit from the use of the confidential Information in an unauthorized manner to the exclusion of the disclosing party.
6. The confidential Information shall not be reproduced in any form except in accordance with the provisions of this Agreement. Any reproduction of any confidential Information by the Recipient shall remain the property of the disclosing Party and shall contain any and all confidential or proprietary notice or legends, which appear on the original, unless otherwise authorized in writing by the Disclosing Party.
7. The Recipient acknowledges that its breach of the Agreement may cause irreparable damage to the Disclosing Party shall be entitled to seek injunctive relief under this Agreement, as well as such further relief as may be granted by a court of competent jurisdiction.
8. The Agreement contains the final, complete and exclusive agreement of the Parties relative to the subject matter hereof and supersedes all prior and contemporaneous understandings and agreements relating to this subject matter and may not be changed, modified, amended or supplemented except by written instrument signed by both parties. If any provision of this Agreement is found by a proper authority to be unenforceable or invalid, such provision shall be severed and the remainder of the agreement will continue in full force and effect. Recipient hereby acknowledges that no



remedy at law will afford Discloser adequate protection against or appropriate compensation for breach of Recipient's obligations under this agreement. Recipient agrees that Discloser shall be entitled to seek specific performance of Recipient's obligations.

9. Neither party will assign or transfer any rights or obligations under this Agreement without the prior written consent of the other party.

10. This agreement shall be governed by and construed in accordance with the laws of the India and the Parties hereby submit to the jurisdiction of the courts of New Delhi.

11. This agreement may not be amended except by written by both parties hereto.

12. All notice or reports permitted or required under this Agreement shall be in writing and shall be delivered by personal delivery, facsimile transmission, e-mail delivery, or by certified or registered mail, return receipt requested, and shall be deemed given upon personal delivery, five (5) days after deposit in the mail, or upon acknowledgement of receipt of facsimile transmission. Notice shall be sent to the addresses set forth at the end of this agreement or such other address as either Party may specify in writing.

13. **Term.** This Agreement shall continue in full force and effect for a term of 12 months from the Effective Date. The termination of this Agreement shall not relieve either Party of its obligations with respect to confidential information disclosed under this Agreement for a period of 5 (five) years from the Effective Date.

IN WITNESS THEREOF, the parties hereto have caused this Non- Disclosure Agreement to be executed as of the Effective Date.

For \_\_\_\_\_

For \_\_\_\_\_

By :

By :

Title :

Title :

Signature :

Signature :



**Appendix 'C'**

(Refer to Part-II of Para 2 (a) (iii) of RFP)

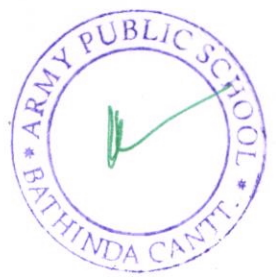
**SELF CERTIFICATE**

It is certified that the tenders for project “**Construction of Synthetic Basketball Court**” at army public school, bathinda at Army public school, Bathinda” are being offered/supplied conforms with technical specifications as given at **Appendix 'A'**.

Company Seal

(Authorized signatory of Company)

Dated: 2024



**Appendix 'D'**

(Refer to Part-II of Para 2 (a) (iv) of RFP)

**CERTIFICATE BY THE OEM**

M/s \_\_\_\_\_ (OEM) hereby commits that our products/service quoted against Army Public School, Bathinda (Punjab) Tender Enquiry No \_\_\_\_\_ dated \_\_\_\_\_ by M/s \_\_\_\_\_ (System integrator) will be supported for a period of 3 year during warranty irrespective of the terms and conditions between M/S \_\_\_\_\_ (OEM) and M/s \_\_\_\_\_ (System Integrator)

(Signature and Seal of OEM)



**Appendix 'E'**

(Refer to Part-II of Para 2 (a) (v) of RFP)

**PERFORMANCE-CUM- WARRANTY GUARANTEE FORMAT****From:****Bank** \_\_\_\_\_

To,

**Principal,  
Army Public School,  
Bathinda Mil Stn,  
Bathinda-151001**

Dear Sir,

1. Whereas you have entered into a Supply/ Contract Order No. \_\_\_\_\_ dated \_\_\_\_\_ (hereinafter referred to as the said Supply/ Contract Order) with M/s \_\_\_\_\_, hereinafter referred to as the "seller" for supply of goods as per Part-IV of the said Supply/ Contract Order to the said seller and whereas the Seller has undertaken to produce a bank guarantee for ( \_\_\_\_% ) of total Supply/ Contract Order value amounting to \_\_\_\_\_ to secure its obligations to the **Principal, Army Public School, Bathinda Mil Stn.** 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 **Principal, Army Public School, Bathinda Mil Stn** declares to us that the goods have not been supplied according to the Contractual obligations under the aforementioned Supply/ Contract Order, 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 Supply/ Contract Order. 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 **60 days** beyond the date of expiry of warranty.
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 Supply/ Contract Order or unless this guarantee is extended 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 \_\_\_\_\_.



**Appendix 'F'**

(Refer to Part-II of Para 2 (a) (vi) of RFP)

**MODEL ECS MANDATE FORMAT**  
**(To be given on Company Letter Head)**

Customer's option to receive through e-payment (ECS/EFT/DIRECT/CREDIT RTGS/NEFT/ Other payment mechanism as approved by RBI)

Credit clearing Mechanism

1. Customer's Name :
2. Particular's of Bank Account.
  - (a) Bank Name :
  - (b) Branch :
  - (c) Address :
  - (d) Telephone Number :
  - (e) IFS Code :
  - (f) 9 Digit code number of Bank and Branch appearing on MICR cheque issued by Bank :
  - (g) Account Type (S>B Account/Current Account or Cash) :
  - (h) Ledger Number :
  - (j) Ledger Folio Number :
  - (k) Account number as appearing on cheque Book :
3. Please attached a blank cancelled cheque, or photocopy of a cheque or front page of your saving bank serving bank passbook issued by your bank for verification of the above particular.
4. Date of Effect.

I, hereby, declare that the particulars given above are correct and complete. If the transaction is delayed or not effected at all for reasons of in complete or correct information. I would not hold the user institution responsible. I have read the option invitation letter and agree to discharge the responsibility expected of me as a participant under scheme.

Date: \_\_\_\_\_

(\_\_\_\_\_)
  
Signature of customer

Certified that the particulars furnished above are correct as per our record.

(Signature of the Bank  
Manager, with official seal)



**Appendix 'G'**

(Refer to Part-II of Para 2 (a) (vii) of RFP)

**TENDER CONDITIONS ACCEPTANCE LETTER**

(To be given on Company Letter Head)

Date:

To, \_\_\_\_\_  
\_\_\_\_\_**SUB: ACCEPTANCE OF TERMS & CONDITIONS OF BID**

Bid Reference No : \_\_\_\_\_

Name of Tender/Work :  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

Dear Sir,

1. It is certified that our firm M/s \_\_\_\_\_ is hereby accepted all terms and conditioned of the RFP and/or Bid No \_\_\_\_\_ dated \_\_\_\_\_.

Your's faithfully

(Signature of the bidder, with official seal)

