RFP (TENDER BID)

Army Public School BD Bari PO Industrial Estate BD Bari Tehsil Bari Brahmana & District Samba Jammu & Kashmir (UT)– 181133

833/6/APS BDB/Adv/50

16 Apr 2025

REQUEST FOR PROPOSAL (RFP) AGAINST OPEN TENDER ENQUIRY (OTE) IN TWO BID SYSTEM

INVITATION OF BIDS FOR CONSTRUCTION OF EIGHT LANE ATHLETIC RUNNING TRACK FOR STUDENTS AT ARMY PUBLIC SCHOOL BD BARI

- 1. The Tender is invited on behalf of Chairman of Army public School BD Bari through advertisement published in "Times of India and Daily Excelsior newspaper" (TWO BID SYSTEM). Bids are invited for Construction of Eight Lane Athletic Running Track for students at Army Public School BD Bari. Please subscribe the above mentioned title. RFP number and date of opening of the Bids on the sealed cover to avoid the Bids being declared invalid. Request for Proposal alongwith other terms and conditions are uploaded on school website: apsbdbari@awesindia.edu.in. Army Public School will be hereinafter referred to as the Buyer or purchaser.
- Critical dates for the tender are as below :-

S	Event	Date	Time
No			
(a)	Date of Publication of Tender	16 Apr 2025	1200 hrs
(b)	Start date of clarification	17 Apr 2025	0900 hrs
(c)	End date of clarification	04 May 2025	1500 hrs
(d)	Pre Bid meeting start date	18 Apr 2025	1000 hrs
(e)	Pre Bid meeting end date	02 May 2025	1400 hrs
(f)	Start date for submission of tender /Bids	17 Apr 2025	1430 hrs
(g)	End date for submission of bids	mission of bids 06 May 2025	
(h)	Bid Opening date	07 May 2025	1030 hrs
(j)	Technical Evaluation	07 May 2025	1130 hrs
(k)	Fiancial Bid Opening	14 May 2025	1130 hrs
(l)	Award of Contract (AOC)	On approval of CFA	

- Failure to submit technical bid documents will render the bid invalid at the technical evaluation stage itself. The project will be treated as a Turnkey Project and bidders will be required to bid for all items/services. Piecemeal bids will be considered as invalid.
- 4. The address and contact numbers for sending Bids or seeking clarifications regarding this RFP are as under:-
 - (a) Bids/Queries to be addressed to

: Army Public School, BD Bari Tehsil _ Bari Brahmana Distt - Samba (J & K) (b) Postal address for sending the Bids

: Principal

Army Public School, BD Bari PO - Industrial Estate BD Bari Tehsil Bari Brahmana Distt - Samba (J & K)

PIN 181133

Name/designation of the contact

personnel

: Mrs Neeta Rawal, Principal Army Public School, BD Bari Tehsil Bari Brahmana

Distt - Samba (J & K)

Telephone numbers of the contact (d) personnel

Mob - 94192 48070

3381 (Army)

E-mail ID of contact personnel

apsbdbari@awesindia.edu.in www.apsbdbari.org

(f) Fax

: Nil

5. Earnest money

: Rs 32,000/- (Rupees thrity two thousand only)

6. Tender fee

: Rs 100/- (Rupees one hundred only)

- 7. This RFP is divided into five parts as follows :-
 - Part L. 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.
 - 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.
 - Part III. Contains standard conditions of RFP which will form part of contract (c) with the successful bidder.
 - Part IV. Contains special conditions applicable to this RFP and which will also form part of the contract with the successful bidder.
 - Part V. Contains evaluation criteria and format for price bids. (e)

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 : as above.

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PART I - GENERAL INFORMATION

- Last Date and Time for Depositing the Bids. 06 May 2025 at 1400 hrs. The sealed Bids (both technical and Commercial, in case two bids are called for) should be deposited/reach by the due date and time. The responsibility to ensure this lies with the Bidder.
- 2. <u>Manner of Depositing the Bids</u>. Tender can be submitted offline. Sealed Manual Bids to be dropped in the tender box, marked as <u>TENDER BOX</u> kept at Reception of Army Public School BD Bari. 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).
- Time and Date for Opening of Bids. 07 May 2025 at 1030 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 day at the same time or on any other day/time, as intimated by the Buyer.
- Location of the Tender Box. Reception of Army Public School BD Bari. 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 BD Bari. 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 even will not be postponed due to non-presence of your representative.
- 6. <u>Two Bid System</u>. In case of the Two-Bid System, only the Technical Bids would be opened on the date and time mentioned above. Date of opening of the Commercial Bid will be intimated after acceptance of 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.
- 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 EFT Account, if applicable, etc and complete postal address, contact number & e-mail address of their office.
- Clarification Regarding Contents of the RFP. A prospective bidder who requires clarification regarding the contents of the bidding documents can clarify the same in the Pre-bid meeting as per schedule.
- 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 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. <u>Clarification Regarding Contents of the Bids</u>. During evaluation and comparison of bids, the Buyer may, at its discretion, ask the bidder for clarification of his bid. This 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.

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- 11. Rejection of Bids. Canvassing by the Bidder in any form, unsolicited letter and post tender correction may invoke summary rejection with disqualifying the firm from bidding for any contract for a period of one year from the date of notification. Conditional tenders will be rejected.
- 12. <u>Unwillingness to Ouote.</u> 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 bidder shall be de-listed for the given range of items as mentioned in this RFP.
- 13. <u>Validity of Bids.</u> The Bids should remain valid for a period of 90 days from the date of opening of tender.
- 14. Earnest Money Deposit. Bidder are required to submit Earnest Money Deposit for an amount of Rs 32,000/- (Rupees thirty two thousand only) alongwith their bids. The EMD may be submitted in the form of an Account Payee Demand Draft, Fixed Deposit Receipt, Banker Cheque or Bank Guarantee from any of the Public Sector Bank or a Private Sector Bank authorized to conduct government business. EMD is to remain valid for a period of thirty days beyond the financial bid validity period. EMD of the unsuccessful bidder 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 of the tender.

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PART II - ESSENTIAL DETAILS OF ITEMS/SERVICES REQUIRED

 Schedule of Requirements. The schedule of the requirements alongwith technical details for "Construction of Eight Lane Athletic Running Track" for Students at Army Public School BD Bari" are as under:-

S No	Name of Items/ Services	Specification	Quantity/ Area	Complied/ Not Complied
(a)	Dimension	 Total Covered Area - 17,280 Sqm (approx) (176 mt. X 94 mt.) Running Track- 4200 Sqm (approx) Length of RunningTrack- 8x400 mtr. 		
(b)	Development of Running Track	Providing, laying, spreading and compacting graded stone aggregate size range 53 mm to 0.075 mm) to wet mix macadam (WMM) specification including premixing the material with water at all leads & lifts, laying in uniform layers with mechanical overfishing in sub- base / base course on well prepared surface and compacting with vibratory roller of 8 to 10 tone capacity to achieve-the desired density, complete as per specifications and directions of APS (thickness 200 mm).	4200 Sqm	
		Supplying, stacking and Spreading 15 mm thick red sand/ med mud watering and rolling complete including preparation of the surface and rolling. With road roller/ hand roller		
(c)	Drainage System	Supply & fixing of HEAVY DUTY PVC PIPE including excavation, placing the pile and back filling of PVC PIPE for rain water flow form middle of ground area. Diameter of pipes 110 mm dia. The complete job is consist of inlet point in mid of ground where chance of water hold is maximum and to end point in drain near to it, as directed by Management.	200 Mtr.	
III		Constructing brick masonry road gully chamber 50x45x60 cm with bricks in cement mortar 1:4 (1 cement : 4 coarse sand) including 500x450 mm pre-cast R.C.C. horizontal grating with frame complete as per standard design : With common burnt clay F.P.S. (non modular) bricks of class designation 7.5	10 Nos.	

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S No	Name of Items/ Services	Specification	Qty/ Area	Complied/ Not Complied
N N		Constructing brick masonry U shape surface drain (internal size 300x450mm) with bricks in cement mortar 1:4 (1 cement: 4 coarse sand) with foundation concrete 1:5:10 (1 cement: 5 fine sand : 10 graded stone aggregate 40 mm nominal size), inside plastering 12 mm thick with cement mortar 1:3 (1 cement : 3 coarse sand), finished smooth with a floating coat of neat cement on walls and bed concrete etc. complete as per standard design: Thickness of brick wall 230mm and thickness of bed concrete 100mm thick.	550 Mtrs.	

2. Vendor Qualification/Authentication Criteria.

S No	Documents Required	Compliance Yes/No	Remarks	
(a)	PAN Card		4	
(b)	Aadhar Card		All documents must be	
(c)	ITR for last two years		self attested.	
(d)	GST Registration No			
(e)	Experience if any			
(f)	EMD DD in Original	T DESCRIPTION		
(g)	Tender Fee DD in original			

3. <u>Completion Period</u>. Completion period for the work would be 90 days from the effective date of contract. Please note that the contract can be cancelled unilaterally by the Buyer in case work has not been completed within the contract completion period. Extension of the contract completion period will be at the sole discretion of the Buyer, with applicability of LD clause.

Consignee Details.

Principal Army Public School BD Bari Tehsil – Bari Brahmana District – Samba (J & K)

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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 (LE SELLER IN THE CONTRACT) AS SELECTED BY THE BUYER, FAILURE TO DO SO MAY RESULT IN REJECTION OF THE BID SUBMITTED BY THE BIDDER

- <u>Law.</u> 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.
- 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 and supplies and performance of the services shall commence from the effective date of the contract.
- 3. <u>Arbitration</u>. All disputes of difference arising out of or in connection with the contract shall be settled by bilateral discussions. Any dispute, disagreement or question arising out of or related to the contract or related 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).
- 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.
- 5. <u>Liquidate Damages</u>. In the event of the Seller's failure to submit the bonds, Guarantees and documents, supply the stores/goods and conduct trial, 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 delivered stores.
- Termination of Contract. The Buyer shall have the right to terimate this contract in part or in full in any of the following cases.:-
 - (a) The delivery of the material is delayed for clauses not attributable to Force Measure for more than three months after the scheduled date of delivery.
 - (b) The Seller is declared bankcrupt 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 Seller has utilized the services of any Indian/ Foreign agent in getting this contract and paid any commission to such individual/ company etc.

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- (e) As per decision of the Arbitration Tribunal.
- Taxes and Duties. The bidder shall clearly express in the bid, all taxes, duties and levies as applicable to the quote.

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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 AUTHOMATICALLY BE CONSIDERED AS PART OF THE CONTRACT CONCLUDED WITH THE SUCCESSFUL BIDDER (IE. SELLER IN THE CONTRACT) AS SELECTED BY THE BUYER, FAILURE TO DO SO MAY RESULT IN REJECTION OF BID SUBMITTED BY THE BIDDER

1. Payment Terms. Stage-wise payment is as mentioned below :-

S No	% of work Completion	% of payment of the contract	Remarks
(a)	100%	100%	On 100% completion of contract with u/m conditions:- (i) After Acceptance Test Procedure (ATP) (Complete testing of the project).
			(ii) Final payment after taking into account LD of the Seller,

2. Risk and 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 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 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 SELLER during the check proof test 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 SELLER be at liberty to purchase, manufacture, or procure from any other source as he thinks fit, other stores of the similar description to make good:-
 - Such default.

(ii) In the event of the contract being wholly determined the balance of the stores remaining to be delivered thereunder.

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- (d) Any excess of the purchase price, cost of manufactures, 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 SELLER. Such recoveries shall not exceed 40% of the value of the Supply Order.
- 3. Force Majeure Clause. Should any Force Majeure circumstances arise, each of any stores procured 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 even and to mitigate the effects there of on the performance of its obligations under this transaction.
- Specification. The Seller 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.
- Inspection Authority. The inspection will be carried out by the consignee. The mode of inspection will be Departmental Board of Officers.
- Warranty. The following warranty will form part of the contract placed on successful bidder:-
 - 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 respect 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 12 months from the date of delivery of the said goods, stores/articles to the buyer or 15 months from the date of shipment/dispatch from the seller's works which ever 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 of 12/15 months the said goods/stores/articles be discovered not to conform to the description and quality aforesaid not giving satisfactory performance or have deteriorated, and the decision of the Buyer in that behalf shall be final and binding on the seller and the Buyer shall be entitled to call upon the seller to rectified the goods/stores/articles or such portion thereof as is found to be defective by the Buyer within a reasonable period, or 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 work/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.
 - (b) Guarantee that they will supply spare parts, if and when required on agreed basis for an agreed price. The agreed basis could be and including but without any limitation an agreed discount on the published catalogue or an agreed percentage of profit on the landed cost.

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- (c) 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 under take the balance of the lifetime requirements.
- (d) Warranty to the affect that they will make available the blue prints of drawings of the spares if and when required in connection with the main equipment.
- 7. 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 Bank authorized to conduct government business for a sum equal to 5% of the supply Order/Contract value within 30 days of receipt of the confirmed order. Performance Bank Guarantee should be valid upto 60 days beyond the date of warranty. The specimen of PBG is given in form DPM-15 (available in MoD website and can be provided on request).

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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) 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 opended 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 the Para 3 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 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.
- 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.
- Price Bid Format. The Price Bid Format is given below and bidders are required to fill up this correctly with full details:-

S No	Name of Items	Specification	Qty	Amount
(a)	Dimension	 Total Covered Area - 17,280 Sqm (approx) (176 mt. X 94 mt.) Running Track- 4200 Sqm (approx) Length of RunningTrack- 8x400 mtr. 		
(b)	Develop- ment of Running Track	Providing, laying, spreading and compacting graded stone aggregate size range 53 mm to 0.075 mm) to wet mix macadam (WMM) specification including premixing the material with water at all leads & lifts, laying in uniform layers with mechanical overfishing in sub- base / base course on well prepared surface and compacting with vibratory roller of 8 to 10 tone capacity to achieve-the desired density, complete as per specifications and directions of APS (thickness 200 mm).	4200 Sqm	
		Supplying, stacking and Spreading 15 mm thick red sand/ med mud watering and rolling complete including preparation of the surface and rolling. With road roller/ hand roller		1

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S No	Name of Items	Specification	Qty	Amount
(c)	Drainage System	Supply & fixing of heavy duty PVC pipe including excavation, placing the pile and back filling of PVC PIPE for rain water flow form middle of ground area. Diameter of pipes 110 mm dia. The complete job is consist of inlet point in mid of ground where chance of water hold is maximum and to end point in drain near to it, as directed by Management.	200 Mtrs	
		Constructing brick masonry road gully chamber 50x45x60 cm with bricks in cement mortar 1:4 (1 cement : 4 coarse sand) including 500x450 mm pre-cast R.C.C. horizontal grating with frame complete as per standard design : With common burnt clay F.P.S. (non modular) bricks of class designation 7.5	10 Nos	
		Constructing brick masonry U shape surface drain (internal size 300x450mm) with bricks in cement mortar 1:4 (1 cement: 4 coarse sand) with foundation concrete 1:5:10 (1 cement: 5 fine sand : 10 graded stone aggregate 40 mm nominal size), inside plastering 12 mm thick with cement mortar 1:3 (1 cement : 3 coarse sand), finished smooth with a floating coat of neat cement on walls and bed concrete etc. complete as per standard design: Thickness of brick wall 230mm and thickness of bed concrete 100mm thick.	550 Mtrs	

Consignee Details.

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