Army Public School BB Cant, Srinagar Pin-190004

nder Ref. No	
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TENDER FOR SUPPLY & INSTALLATION OF DOUBLE STORIED PREFABRICATED SCHOOL BUILDING OF (SIZE 43.75 M X 7.5 M)

Sir,

1. Army Public School, BB Cantt, Srinagar hereinafter referred to as customer is interested in a Prefabricated Double Story school Building of size: 43.75m x 7.5m made of MS Steel Structure and PUF Insulated Panels. The bidder is requested to provide technical & commercial offers.

The following points may please be adhered to while filling up the forms:

- a) Only the enclosed formats will be used. All sheets will be submitted duly affixed with the company's stamp and signature of the authorised signatory of the company. Additional sheets, duly authenticated, may be attached to clarify specific issues.
- b) The cost indicated for each item should be the landed cost of the item, inclusive of all taxes, levies, freight etc. GST, (or any other taxes and duties if applicable). Bids mentioning taxes extra will be rejected.
- c) Commercial offer will be submitted in two separate envelopes marked "Commercial Offer for Supply & Installation of Double Storied Prefabricated School Building of Size: 43.75m x 7.5m of reputed brands at Army Public School, BB Cantt, Srinagar and EMD for Supply & Installation of Double Storied Prefabricated School Building of Size: 43.75m x 7.5m of reputed brands at Army Public School, BB Cantt, Srinagar and respectively.
- d) The commercial bid will be valid for minimum of 270 days from the date of closing of tender.
- e) Only OEM's and vendors authorised to quote on their behalf especially for this tender will respond quoting OEM products only. The vendors quoting on behalf of the OEM's must give certificate of authorisation by their OEM's.
- f) Incomplete/Incorrect tenders are liable to be rejected.
- g) Method of Evaluating L-1 Vendor: The L1 vendor will be evaluated on overall cost for the complete project for Supply & Installation of Double Storied Prefabricated School Building of Size: 43.75m x 7.5m of reputed brands at Army Public School, Srinagar.

2. Delivery & Implementation Schedule:

a) Supply and installation of the building with all works as per drawing and details shall be completed within 270 days after placing the supply & work order.

b) All items defined in the tender should be of good quality, which will be inspected by a board of officers/teachers after completion of work and before the final bill payment.

Submission of Offers:

3. You are requested to submit your offers in three separate parts i.e. Commercial & EMD. Commercial offer will be submitted in separate envelopes marked 'Commercial offer' **Supply & Installation of Double Storied Prefabricated School Building of Size: 43.75m x 7.5m** of reputed brands at Army Public School, BB Cantt, Srinagar respectively.

4. An offer received incomplete or ambiguous is liable to rejected at the discretion of the customer without recourse to further clarifications. The customer also reserves the right to seek clarifications with one or more Contractors if considered necessary and also not accept any offer at all in case they are not reasonably priced.

5. Any conditions/terms given in the technical or commercial bids by Contractor will not be binding on the customer. All the terms and conditions of the supply, delivery, testing and acceptance, payment, warranty, penalty will be as given herein and no change in any terms and conditions by the contractor will be acceptable. Alteration, if any, in the tender documents should be attested properly by the Contractor, failing which the tender will be rejected. Contractors will not make any assumptions while submitting their bids. If required, clarifications will be sought prior to submission of bids.

6. Representatives of the Contractor firm may be present at the time of opening of commercial bids and representatives of L-1 Contractor only should be present at PNC stage.

7. The terms and conditions for the procurement are attached. These will be signed by the authorised company representative and stamped with the company stamp.

8. The Contactor firm is requested to send his best offer to the office of the undersigned by 15:00 hours of 26 Dec 2024. Any offer received after this period will be rejected.

9. Technical offer shall be opened on 27 Dec 2024 at 1130 hours.

10. Earnest Money Deposit: Earnest Money Deposit of Rs.4,25,000.00 (Four Lakh Twenty Five Thousand Only) will be deposited in a separate envelope in the form of a 'Demand Draft' from a registered bank of a repute in the name of **Chairman, Army Public School, Batwara,** payable at **Srinagar.**

11. The Contractor shall ensure his best and final offer.

Your' faithfully

Principal Army Public School Srinagar (J&K)

For and on behalf of Chairman APS, Srinagar

Tender No.....

APPENDIX 'A' TO NOTICE INVITING TENDER (NIT) Part I

1	Name of Work	:	PROVISION OF PREFABRICATED DOUBLE STORIED SCHOOL BUILDING AND ALLIED SERVICES ATARMY PUBLIC SCHOOL, SRINAGAR (J&K)		
2	Estimated Cost	:	3.42 Crore		
3	Period of Completion	:	270 Days		
4	Cost of Tender Document	:	Rs. 2000/- in the shape of DD/Banker's cheque from any schedule Bank in favour of Army Public School and payable at Srinagar.		
5	Type of Contract	:	The Lump sum tender shall be based on drawing and specifications as agreed upon.		
6	Information Details	:			
	a) Bid submission Start date	:	09 Dec 2024 – 9:00 hours IST		
	b) Last date of bid submission	:	26 Dec 2024 – By 1500 hours IST		
	a) Bid Opening date	:	27 Dec 2024 – 1130 hours IST		
7	Eligibility Criteria		1) The Bidder should meet the certain criteria for eligibility to participate the tender. The Contractor should have done satisfactory completion of works with central/state government and PSU's. 2) The Contractor firm shall not be debarred/ blacklisted from participating in any bid or for any business dealing in a government department. 3) Details of works completed and under progress to be submitted in the following format: S CA Value Date of Comple Date of Comple Date of Comple No No. & of CA Commendate of Comple Date of Comple Date of Comple Date of Comple Volue Date of Comple No No. & of CA Commendate of Comple Date of Comple Date of Comple Date of Comple No No No No No No No No		
8	Tender Issuing/Accepting Authority	:	Principal, Army Public School, Srinagar		
9	Executing Agency	:			
10	Earnest Money	:	Rs.4,25,000.00/- in favour of Army Public School, Srinagar in the form of DD.		
11	Performance Security	:	The tenderer shall note that the successful tenderer is required to lodge "Performance Security Deposit" for an amount equivalent to 5% (Five Percent) of the contract sum/ lump sum within 20 days of receipt of		

	letter of Acceptance in the form of 'Bank Guarantee' or FDR in favour of Army Public School. The performance security shall be valid till the expiry of Defect Liability Period. If the tenderer fails to pay the performance security amount within the stipulated period, the award of work shall be cancelled and Earnest Money deposit deposited by him shall be forfeited.
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APPENDIX 'A' TO NOTICE INVITING TENDER (CONTD...)

- 1. The bidder shall furnish the following documents in Cover 1 for eligibility:
 - a) Application for tender on Firm's letter head.
 - b) Original copy of DD/Banker's Cheque toward cost of tender and EMD instrument.
 - c) GST Registration Certificate.
 - d) Details of work executed and completed with Central and State Government departments in past five years with completion certificate (completed work only).
 - e) Details of work in progress.
 - f) Tender not accompanied by the above given documents shall not be considered for validation of Technical bid and their Financial bid will not be opened.
 - g) The contractor shall ensure that the EMD instrument in original shall reach the office of the Accepting committee before the tender submission end date and time.
 - h) The Contractor will not be allowed to sub-contract to third party to execute the work.
 - i) If some deficiency is noticed the Contractor shall provide the same within five working days.
 - j) If there is any requirement of change in the BOQ after the tender has been awarded to the contractor, the contractor shall write to the Chairman, requesting the changes required. However, the changes can only be made if the committee agrees to the point raised by the contractor.
 - k) OEM Certificate: The bidder has to upload BID SPECIFIC OEM AUTHORIZATION (MAF)/ Certificate from OEM (PUF Panel/CCTV /LED TV & Vidyut Rakshak) with complete address and contact details of OEM and which will be cross checked.
- 2. The address and contact number for seeking clarifications and sending documents regarding this RFP is given below:

a)	Bids/Queries to be addressed to -	Army Public School BB Cantt, Srinagar Pin – 190004 (J&K)
b)	Postal Address for sending the bids -	Same as per para 2 (a) above
c)	Name and Designation of the contact -	Mr. Rajeev Kr Choudhary Principal, APS Srinagar
d)	E-mail ID	- apssrinagarkmr@gmail.com

- i) This RFP is divided into five parts as below:
 - a) **Part I.**Contains general information and instructions for the bidder such as the time and place of submission and opening of tender, validity of tender etc.
 - b) **Part II.** Contains essential details of the items/services required, such as the schedule of requirements (SOR), Technical Specifications, Delivery Period, Mode of Delivery and Consignee details.
 - c) **Part III.** Contains standard conditions of RFP, which will form part of the contract with the successful Bidder.
 - d) **Part IV.** Contains special conditions applicable to this RFP and which will also from part of the contract with the successful Bidder.
 - e) **Part V.**Contains evaluation criteria and format for Price Bids.
- ii) All the pages of the RFP have to be digitally signed and attached with the bid, instruction to the bidder to submit the bids online through the Central Public Procurement Portal for e-procurement at https://epocure.gov.in as per Appendix 'B'.

Yours faithfully

Signature of Mr. Rajeev Kr Choudhary Principal Army Public School, Srinagar

(For and on behalf of Chairman APS Srinagar)

I/We am/are in possession of a complete set of RFP issued by you and have understood and agreed to abide by the above instruction as well as those contained in the contract forms. The attached RFP form duly completed and signed are submitted herewith.

Date: /12/2024

Signature of Tenderer

Name in block letter

Signature of Tenderer

<u> PART – I (GENERAL INFORMATIONS)</u>

1. Last date and time for depositing the Bid: The sealed bids (both technical and commercial should be submitted or reach us by the due date and time as given below. The responsibility to ensure this lies with the Bidder:

SR NO.	DESCRIPTION	DATE	TIME
1	Publish Date	27 Nov 2024	08:00 Hrs
2	Bid Download Date & Time	27 Nov 2024	-
3	Clarification Start Date & Time	28 Nov 2024	0900 to 1500 Hrs
4	Clarification End Date & Time	07 Dec 2024	-
5	Pre-Bid Meeting Date & Time	08 Dec 2024	1130 Hrs
6	Bid submission Start Date & Time	09 Dec 2024	0900 to 1500 Hrs
7	Bid Submission End Date & Time	26 Dec 2024	By 1500 Hrs
8	Bid Opening Start Date & Time	27 Dec 2024	1130 Hrs

CRITICAL DATE SHEET

- 2. Bid Depositing Process: The Bids / Quotations will be submitted physically due in the following manner:
 - a) The bid will be submitted in two covers as follows:

i) First Cover (Technical Bid) to be dropped physically in double sealed envelope in the tender box placed at APS Srinagar between 09:00hrs to 15:00hrs on 09/12/2024 including following:

a) RFP (Request of Proposal) duly signed and stamped by firm at each page.

b) Acceptance of Terms and Conditions of the tender: The bidder shall certify for acceptance of all the tender conditions of the online RPF and furnish a certificate on firms letter head as per Annexure-1 to Appendix 'A'. The certificate duly signed shall be scanned and uploaded. In case of any deviations, the bid shall be rejected. If the certificate is signed by legal authorised signatory, a copy of the authorization letter to be enclosed/uploaded.

- c) Earnest Money Deposit (EMD).
- d) Proof of GST, NEFT, TIN Registration No. of the participating firm/vendor.
- e) Authorised OEM Certificate
- f) ECS Mandate form DPM-11 duly signed by the firm.

ii) Second Cover (Financial Bid) in envelope no.2 and documents will contain the Commercial Bid in the form of 'BOQ' (Bill of Quantities) will be submitted physically in the Tender Box, as per specimen attached to RFP.

- 3. **Place of the opening of the Bid:** Army Public School, BB Cantt, Srinagar (J&K). One day prior to pre-bid meeting / opening of technical tender, Bidder are requested to apply for security passes for entry in to Army Public School, BB cantt from The Principal, APS, Srinagar.
- 4. **Time and Date of Opening of Bid:** 27/12/2024 at 11:30hrs (if due to any exigency the due date of opening of the Bid is declared a closed holiday or any disruptions/delay in internet connectivity, the Bid will be opened on the next working day at the same time on resumption of internet connection or on any day/time as intimated by the buyer. The Commercial Bids, of only those Bidders will be opened whose Technical Bids are approved and selected by the board of officers. Bidders are requested to be present during the opening of the Technical Bids/Financial Bids for any clarification sought by board of officers.
- Physical Submission of Bids: The Bids/Quotations will be submitted physical I double sealed envelope in the tender box placed at APS, Srinagar between 9:00hrs to 15:00hrs on 09/12/2024. Late tenders will not be considered. Quotations sent by fax or e-mail or any other medium will not be considered.

6. Clarification regarding contents of the RFP:

- a) 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 **Ten 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.
- b) Pre-bid Meeting: The technical specifications of stores are placed at Part II. A Pre-bid Meeting will be held on 08 December 2024. If any discussion is required on any issue, the outcome of the discussion will be recorded and signed by the authorised personnel from the Customer and Vendor. Any clarifications necessary including those related to documents to be submitted will be clarified here itself. A prospective Bidder who is unable to attend the pre-bid meeting and requires clarification regarding the contents of the bidding documents shall notify to the Buyer in writing about the clarifications sought not later than Four 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. No change in prices or substance of the Bid will be sought, offered or permitted.
- c) <u>Site Survey</u>: Bidder may visit APS, Srinagar for site survey before Pre-bid meeting and ascertain exact requirement and state amendments if any during the Pre-bid meeting. Consequent to such requirements, amendments may be arrived at formally.

PART - II, ESSENTIAL DETAILS OF ITEMS/SERVICES REQUIRED

1. <u>Schedule of Requirements</u>: List of items/services as per Appendix 'A'.

2. Technical Details

- a) <u>Specifications/drawings as applicable</u>: Technical specification mentioned in Technical Bid will be met.
- b) Technical Details and Technical Parameters: As per appendix 'A'.
- **c)** <u>**Trained staff and helpers**</u>: The successful Tenderer shall provide trained staff and a qualified site supervisor for erection of the building.
- d) <u>Requirement of Installation/Erection</u>: To be done by the Vendor.
- e) <u>Technical Documents</u>: To be provided by the Vendor.
- 3. <u>Name of the Purchaser</u>: Army Public School, BB Cantt, Srinagar (J&K).
- 4. <u>Head of Accounts for this Supply/Work Order</u>: Army Public School, BB Cantt, Srinagar (J&K).
- 5. Indenting Department: Army Public School, BB Cantt, Srinagar (J&K).
- 6. <u>Consignee and Payment making Authority</u>: The 'Consignee' and the 'Payment Making Authority' shall be The Principal, Army Public School, BBCantt. Srinagar.
- 7. Period of Delivery and Completion of work: Supply& completion of work shall be 270 days (as mentioned in RFP) from the freezing and finalization of drawings after getting the contract. Extension of contracted period will beat the sole discretion of the CFA, with applicability of Liquidated Damages clause. If installation work is not complete in the stipulated time frame except due to reasons occurring out of natural / security circumstances not within the control of the Vendor, the Buyer has the option of levying penalty at rate of 0.5% of the project amount for every week of delay caused by the Vendor.
- 8. <u>Incorporated terms of Delivery and transportation</u>: Unless otherwise specifically agreed to by the Buyer and the Seller and incorporated in the contract, the applicable rules and regulations for transportation of material the contract will be local delivery at site of Army Public School, BB Cant, Srinagar.

PART -III - STANDARD CONDITIONS OF RFP

THE BIDDER IS REQUIRED TO GIVE CONFORMATION 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 CONTRACTOR FIRM IN THE CONTRACT) AS SELECTED BY THE BUYER. FALIURE TO DO SO MAY RESULT IN REJECTION OF THE BID SUBMITTED BY THE BIDDER.

- <u>Law</u>: The supply/work order shall be considered and made in accordance with the laws of the Republic of India. The supply/work order shall be governed by and interpreted in accordance with the laws of the Republic of India.
- 2. <u>Effective date of Contract</u>: The supply order shall come into effect on the date of signatures of both the parties on the supply order (Effective Date) and shall remain valid until the completion of the obligations of the parties under the contract. The delivery and supplies and performance of the services shall commence from the effective date of the supply order.
- **3.** <u>Arbitration</u>: All disputes or differences arising out of or in connection with the supply/work order shall be settled by bilateral discussions. Any dispute, disagreement or question arising out of or relating to the supply/work order 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.)
- 4. Penalty for use of Undue influence: The Contractor firm 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 Contractor firm or any one employed by him or acting on his behalf (whether with or without the knowledge of the Contractor) or the commission of any offers by the Contractor or anyone employed by him or acting on his behalf, as defined in Chapter IX of the Bhartiya Nyaya Sanhita (BNS) IPC, 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 Contractor firm and recover from the Contractor 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 has been committed shall be final and binding on the seller. Giving or offering any gift, bribe or inducement or any attempt at any such act on behalf of the Contractor 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 Contractor firm 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. <u>Access to Book of Accounts</u>: In case it is found to the satisfaction of the Buyer that the Contractor has engaged an agent or paid commission or influenced any person to obtain the contract as described in the clauses relating to Agent/Agency commission and penalty for use on undue influence, the Contractor, on a specific request of the Buyer, shall provide necessary information/inspection of the relevant financial documents/information.
- 6. <u>Non-Disclosure of Contract documents</u>: Except with the written consent of the Buyer / Contractor, other party shall not disclose the contract or any provision, specifications, plan, design, pattern, sample or information thereof to any third party.
- 7. Liquidated Damages: In the event of the Contractors failure to submit the Bonds, Guarantees, and Documents, supply the stores/goods and conduct trails installation of the 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 Contractor as agreed, liquidated damages to the sum of 0.5% of the contract value of the delayed service 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 the delayed project.
- 8. <u>Termination of contract</u>: The Buyer shall have the right to terminate this contract in part or in full in any of the following cases:
 - a) The handover of the project is delayed for causes not attributable to Force Majeure for more than (three months) after the scheduled date of handover.
 - b) The Contractor is declared bankrupt or becomes insolvent.
 - c) The handover of the project is delayed due to causes of Force Majeure by more than (three months) provided Force Majeure clause is included in contract.
 - d) The Buyer has noticed that the Contractor 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.

- **9.** <u>Notices:</u> 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.
- **10.**<u>**Transfer and Sub-letting:**</u> The contractor has no right to give, bargain, sell, assign or sublet or otherwise dispose of the supply/work order or any part thereof, as well as to give or to let a third party take benefit or advantage of the present supply/work order or any part thereof.
- **11.**<u>Amendments</u>: 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.
- 12. <u>Penalty</u>: In the event of the contractors failing declining, neglecting or delaying the supply of material or in the event of any damage occurring or being caused by the contractor or in the event of any default or failure by the contractor in complying with any of the terms and conditions of the contract. The school shall, without prejudice to any other remedy available to it under any law for the time in force in the state:
 - a) Terminate the contract after 45 days notice, and / or,
 - b) Recover the amount of loss caused by the damages, failure or default as may be determined by the School and / or,
 - c) Impose a penalty for delay in execution of the contract up to a maximum limit of 10% of the value of the contract, and or,
 - d) Forfeit the security deposit and earnest money, and / or black list the firm.
- **13.**<u>Court of Competent Jurisdiction</u>: Any action taken or proceedings initiated on any of the terms of the Tender Notice / Document shall be only in the court of competent jurisdiction under the High court of Judicature at Srinagar only.

14. Award of Contract:

- a) The School shall not be bound to accept the lowest or any tender and reserves to itself the right of accepting whole or a portion of any of the tender, as it may deem fit without assigning any reasons thereof.
- b) The School reserves to itself the right to take over the part or full work from the Contractor, after the award of the work or during the execution of the work without assigning any reason thereof.
- **15.**<u>Clarifications</u>: In Case of any technical clarifications, suggestions, comments, set forth in the tender documents, the intending tenderers shall address the Principal, ArmyPublic School, BB Cantt, Srinagar, in writing, at least four days before the last date fixed for submission of tenders. For any typographical error or omission in various conditions and contents of the tender documents, the interpretation as by the school will be final and binding upon the tenderers.

- **16.** Tenderers that do not comply with the above conditions are likely to be rejected. The Management committee of Army Public School, BB Cantt, Srinagar reserves the right to themselves to reject, or accept any or all tenders in part or in full, without assigning any reason thereof.
- **17.** These instructions on 'Invitation to Bid' are to be signed by you and returned along with your bids.
- 18. <u>Alteration in Specifications or Design</u>: Any changes in the specification of the equipment, as a result of expert advice to the School Management, will be accepted by the contractor. But if these changes occur during design and manufacturing stage of the equipment or involve any changes, whatsoever, in the specifications, then these change will be to the account of the School Management and the delivery period / completion period on this account may be extended, if necessary.
- **19.** <u>Option of Selection of Make of the Item</u>: This Tender Document has specified the approved makes of various equipments out of which the tenderer can quote any make. In case the tenderer / tenderers quote any makes for the equipment which are outside the stipulated makes in the tender document, the option of selection of the make shall remain exclusively with the School and / or the School may impose the 'Make' within the stipulated makes of the Tender documents. Decision of the school Management shall be final in this regard.
- **20.** <u>Quality of Equipment / Materials</u>: Technical specifications mentioned in the annexure of the tender document are not subject to any change whatsoever and shall be only confirmed by the bidders. The tenders shall be rejected out rightly in case any of our stipulated technical specifications are modified / changed or any other option offered. All material and workmanship shall be of the best quality and specifications. All equipment supplies shall be brand new. Any material found defective or any defect observed in the work during the period of execution, shall be replaced / repaired free of cost by the contractor promptly. The option of the replacement or repairs shall be the sole discretion of the School Management.</u>
- **21.**<u>Acceptance of Terms and Conditions of Tender</u>: Bidders should submit compliance certificate for accepting all the terms and conditions of this RFP.

PART – IV – SPECIAL CONDITIONS OF RFP

THE BIDDER IS REQUESTED 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. CONTRACTOR IN THE CONTRACT) AS SELECTED BY THE BUYER FALIURE TO DO SO MAY RESULT IN REJECTION OF BID SUBMITTED BY THE BIDDER

1, Admission to Site:

THE WORK LIES IN THE RESTRICTED AREA

- 1.1 The Contractor shall apply in writing in advance of the commencement of work for the issue of security passes and shall submit list of person(s) concerned and shall satisfy Principal, APS, Srinagar who shall at his discretion issue passes or may get them issued through the security officer for controlling admission of the Contractor his agents, his engineers, site supervisors, skilled workers and helpers. The cost of all photographs required for passes shall be borne by the Contractor. Passes thus issued shall be returned at any time or demand by the issuing officer and in any case shall be surrendered to issuing officer immediately after completion of the work.
- 1.2 The Contractor and his people on the work shall observe all security rules promulgated from time to time by the authorities concerned controlling the area where the work is to be carried out e.g prohibition of smoking and lighting in certain zones, search of persons at entry and exit and keeping the specified routes etc. any person found violating the security rules laid down by the authorities in the area is / are liable to be expelled from area without assigning any reason whatsoever and the Contractor shall have no claim on this account.
- 1.3 The Contractor allowed to take his vehicle for carrying of materials up to the point of the structure and the material may have to be unloaded at the point directed by the Security Officer. Moreover, all vehicles are subject to search at any entry point and Contractor shall have no claim on his account.
- Hours of Working: The hours of working will be restricted from 08:30hrs to 17:00hrs. If, however, the Contractor wants to work beyond these normal hours he can do so if permitted by the Principal in writing. Similarly, no work will be allowed to be carried out on Sunday and Gazetted holiday unless specially permitted by the Principal in writing.
- 3. Land for Storage of Materials, Workshop, Office and Accommodation for Labourers:

- 3.1 The Contractor shall be permitted to store material within School premises within the areas specified by the Principal.
- 3.2 The Contractors shall maintain site / area of the land / building in a clean and sanitary condition on his own expenses and shall deliver up the same on or before the date of completion of work, or on termination of the contract, in clean and tidy state completed in every particular and the satisfaction of Principal.
- 3.3 Completion Certificate shall be issued only after vacation of site/buildings/areas of land allotted to the Contractor in addition to compliance of other stipulations of conditions of the contract. Soon after the rectification of defects, such as area of land building shall be vacated and delivered to the Principal in neat state. Payment of final bill shall be made to the Contractor after such area of land/building are vacated by the Contractor.
- 4. <u>Use of Existing Building etc</u>: The Contractor shall not use the existing latrines/baths and other existing buildings, if any for use by his person or for storage of his materials or for any other purpose unless permitted to do so in writing by the Principal.

5. <u>Water</u>:

- 5.1 Water will be supplied to the Contractors point @ 4.87 per 1000/- worth done priced at contract rates. The contractor shall arrange at his own expense for storage of water and lifting pumping carrying or conveying water to the site plan, the water shall be supplied at one point only.
- 5.2 The supply of water may not be continuous. The Contractor shall be deemed to have ascertained the hours of availability of water before submitting his tender. The School does not guarantee output of water supply and no compensation shall be allowed for intermittent or inadequate water supply and break down in the system. If the supply is not sufficient, the Contractor shall make his own arrangement install the pump(s) at the site of work.

6. Electricity:

- 6.1 In case the Contractor desires buy electricity from the MES, he shall be charged electric energy consumed on the existing rates of MES.
- 6.2 <u>Water and Electricity Line</u>: Water/Electric supply up to the site from nearest service water / Electric point will be catered by the Contractor.
- 6.3 The supply shall be AC 3 phase, up to maximum of 11 KVA load or 6.6 KVA load.
- 7. Damage to Existing Buildings, Roads and Drainage etc: The Contractor shall be responsible to reinstate and make good at his own expense, the damage if caused by his workmen etc. to existing building, roads, drains, cables etc. while carrying out the work under this contract. Rectification, reinstatement, replacement, making

good and touching up etc. shall confirm to the standard of workmanship and materials originally used and the same shall be done to the entire satisfaction of the Principal.

- 8. The School shall not be responsible, and the Contractor shall have no claim whatsoever, for any interruption in power supply or voltage fluctuation or total cut off at the site. The contractor firm must provide an alternative source of power, at his own cost, at the site for completion of the work.
- 9. <u>Insurance of Men and Material:</u> The Contractor firm shall make all arrangements, at his cost, to insure the equipment's and all material during transit and at site, stall/labour working at site. Provisions on this account shall be deemed to have been kept in the prices/rates quoted by the tenderer / contractor. The insurance to the staff/labour shall be carried out by the Contractor at his own cost, as per the labour laws in vogue in J&K State.
- 10. <u>Staff & Labour:</u> The Contractor shall make his own arrangements for the engagement of all type of staff/labour for execution of the contract. No workman below the age of 18 years shall be employed on the works and the Contractor shall comply with the provisions of all labour laws and rules framed there under in vogue in the State of J&K.
- 11. <u>Accident Provisions:</u> The Contractor shall be responsible for any accident which may occur during the period of work, to human life, compensation, as shall be applicable under labour law or any other law in vogue, shall be payable to the victim the Contractor only.
- 12. <u>Signing of Contract Documents:</u> The person signing the tender on behalf of another or on behalf of the firm shall attach with the tender a proper power of attorney duly executed in his favour by such person or by all the partners of the firm stating that he has authority to bind the person or such persons of the firm as case may be in all matters pertaining to the Contractor including Arbitration clause.

13. Fire Precaution:

- 13.1 The Contractor his staff, representatives, workers etc. shall strictly observe that orders pertaining to fire precautions prevailing with the concerned area.
- 13.2 Motor transport vehicles, if any allowed by authorities to enter the concerned area must be fitted with serviceable fire extinguishers.

14. Safety Precautions:

14.1 The Contractor shall take every precaution to control traffic on road by keeping dander board's necessary lighting arrangements, watchmen, fencing and other means at location viz, excavation, scaffolding etc. to avoid

any damage. In case due to excavation or otherwise the road is to be blocked the Contractor shall without any extra cost to the School private separate by pass so that normal traffic will not be disturbed.

- 14.2 Any damage to the existing road / building etc. shall be made good by the Contractor with the same specification as per existing work without any extra cost to the School. In the event of Contractor not fully complying with above provision to the satisfaction of Principal, the expenses incurred will be recovered from the Contractor.
- 15. <u>Completeness of Tender:</u> The tender shall be complete and include all finishing work, cleaning of site, inspection of site by authorities and handover of the completed project.
- 16. <u>Standards:</u> All materials shall comply in all respect with the requirements of the relevant Indian Standards.

17. 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 authorised to conduct government business (ICICI Bank Ltd., Axis Bank Ltd. or HDFC Bank Ltd.) for a sum equal to 3% of the contract value within 30 days of receipt of the confirmed supply/work order. Performance Bank Guarantee should be valid up to 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). PBG will be enchased without any notice to the supplier, if any defect is brought to the notice of the firm and supplier has not rectified the defects within the period of four weeks of the complaint.
- 18. <u>Tolerance Clause:</u> To take care of any change in the requirement during the period stating from issue of RFP till placement of the contract, Buyer reserves the right to 100% plus/minus increase or decrease the quantity of the required goods up to that limit without any change in the terms and conditions and prices quoted by the Contractor firm. While awarding the contract, the quantity ordered can be increased or decreased by the Buyer within this tolerance limit.
- 19. <u>**Terms of Payment :**</u> The payment will be done a given below:
 - a) 20% advance payment along with work order.
 - b) Balance payment on supply bills on delivery and inspection of material at site reserving 5% of each bill and to be paid with the final bill.
 - c) Running bills to be paid based on the work done.

- 20. <u>Paying Authority:</u> The payment authority is Army Public School, BB Cantt, Srinagar and all bills will be submitted to the paying authority. The payment of bills will be made on submission of the following docs by the Contractor to the paying authority along with bill:
 - a) Ink signed copy of Commercial Invoice (In triplicate).
 - b) Delivery Challan (In triplicate).
 - c) User Acceptance Certificate.
 - d) CRV (To be given by user in triplicate).
 - e) Copy of Supply/Work Order.
 - f) Copy of Performance Bank Guarantee.

PART – V – EVALUATION CRITERIA, TECHNICAL AND COMMERCIAL BID FORMAT

- 1. <u>Evaluation Criteria</u>: The board 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 Bidders will be evaluated by the Buyer with reference to the technical characteristics of the building design as mentioned in the RFP. The compliance of Technical Bids would be determined on the basis of the parameters specified in the RFP. The Commercial Bids of only those Bidders will be opened whose Technical Bids would clear the technical evaluation.
 - c) The lowest Bid be decided upon the lowest price quoted by the particular Bidder as per the price format given at Annexure II to this Appendix.
 - d) All taxes and duties (including those for which exemption certified are issued) quoted by the Bidders will be considered. The Bidders are required to spell the rates of GST or any other taxes and duties in unambiguous terms otherwise their offers will considered with minimum rates of taxes and duties for the purpose of comparison of prices.
 - 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 will prevail and the total price will be corrected.
 - f) 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 also reserves the right to do Appontment of quantity in stipulated time.
 - g) **Experience Criteria**: Experience of having successfully completed similar works during last five years, up to ending last day of month previous to the month of bid submission start date, should be either of the following:

(i) Three similar completed works costing not less than the amount equal to 40% of the estimated cost.

Or

(ii) Two similar completed works costing not less than the amount equal to 50% of the estimated cost

Or

- (iii) One similar completed work costing not less than the amount equal to 80% of the estimated cost.
- 2. Technical Bid Format: The Technical Bid Format is given at Appendix 'A'.
- 3. <u>Price Bid Format:</u> The under mentioned Commercial Bid Format shall be as per BOQ attached.
- OEM Certificate: The bidder has to upload BID SPECIFIC OEM AUTHORIZATION (MAF)/ Certificate from OEM (PUF Panel/CCTV /LED TV & Vidyut Rakshak) with complete address and contact details of OEM and which will be cross checked.

TECHNICAL SPECIFICATIONS AND BOQ FORMAT

1. Scope of work covered under subject contract is divided in the following parts as below: The work consists of manufacture/supply and construction of Double Story Prefabricated Building for Army Public School, Srinagar (J&K).

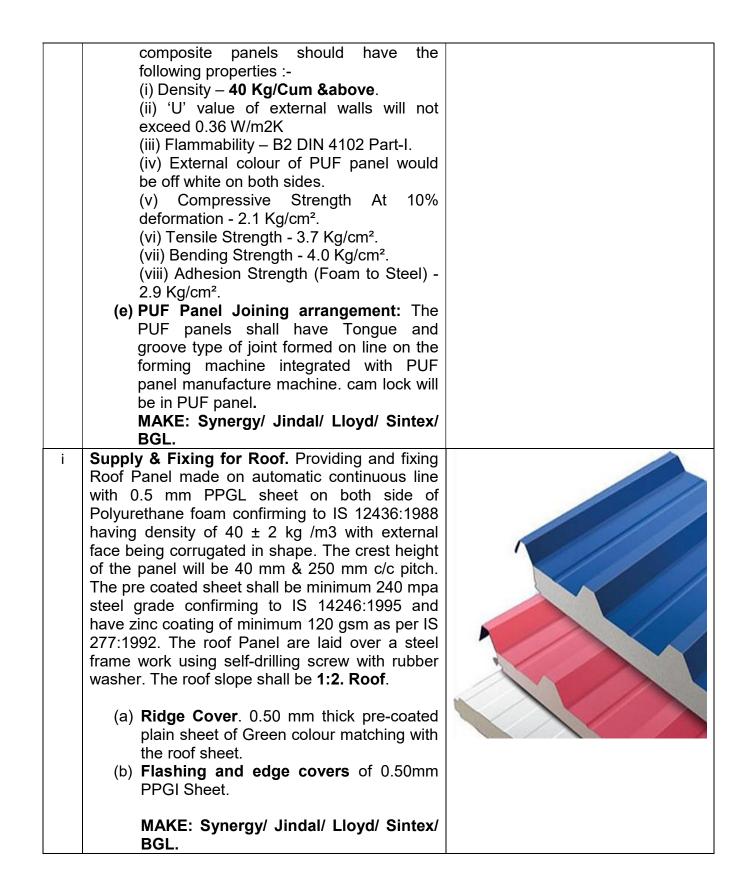
а	Ground Floor of size 43.75m x 7.5m x 3m with five Class Rooms of size 7.55m x 5.73m and a Toilet area of size 5.80m x 7.50m. A covered veranda 1.4m wide at the front side of the class rooms. Stair case to first floor as defined in the proposed and approved drawing.	
b	First Floor of size 43.75m x 7.5m x 3m with five Class Rooms of size 7.55m x 5.73m and a Staff Room area of size 5.80m x 7.50m with attached toilet for staff. A covered veranda 1.4m wide at the front side of the class rooms.	
С	Design of the building should be of the standard parameters considering the Seismic Zone / Snow Load / Wind Load / Roof Slope / External Temperature / Termite Proofing / Items to be fire retardant & should not emit toxic fumes / Easy Installation / Design Load.	
d	 Design Data: a) Length - 43.75 m b) Width - 7.50 m c) Height - 3.00 m d) Floor Area will be 43.75m x 7.50m in each floor. 	
e	All the material required for the manufacturing of the building will be new and will be of standard quality.	

f **Civil Foundation** work upto plinth level as per design and grouting of anchor bolts as per templates provided by the Contractor. Once the Plinth is ready after casting of slab the foundation is ready for installation of steel structure. Foundation work 450mm above from NGL and approx. 1.2M below from NGL including Excavation, PCC & RCC work, shuttering, Brickwork, earth filling, Back filling, De-watering & Compaction complete in all aspect. Supply & Fixing of Structural Members. g Providing and fixing of structural steel work riveted bolted or welded in built up for all type sections, in framed work including cutting, hoisting, fixing in position and applying a priming coat of approved steel primer all complete. Two coats of standard quality enamel paint on MS Structure of prefab building. (Primary / secondary steel member will be manufactured as per IS 2062). Sections will be Hollow / Rectangular sections for columns and trusses.Structural Members shall be as per the schedule of structure. :-(a)**Columns**. Square Hollow sections as per drawings. All the columns will have a base plate of and top plate. The column is fitted with the anchor bolt grouted on the plinth. (b) Mezzanine Floor: First floor shall have Mezzanine flooring with decking sheets and RCC floor with vitrified tiles on it.

Make:SAIL/TATA/APL APPOLO/JINDAL

- h Wall Panels VlgguZ & Fixing for (Internal/External). Providing and fixing 50mm thick PUF insulated wall panel made on automatic continuous line with 0.5 mm PPGL sheet on both side of Polyurethane foam confirming to IS 12436:1988 having density of 40 ± 2 kg /m3. The pre coated sheet shall be minimum 240 mpa steel grade confirming to IS 14246:1995 and have zinc coating of minimum 120 gsm as per IS 277:1992. The panels will be vertically joined together by tongue and groove joints. The PUF insulation material in the panel shall have fire retarding and self-extinguishing properties as per international standard. There should not be any gap between PUF wall panels and roof by provision of suitable joining arrangement. Other details of wall panels are as follows:-
 - (a) All material required for the manufacture of shelter shall be new and shall comply with relevant Bureau of Indian Standard Specification.
 - (b) The wall/roof panels shall be manufactured on continuous production line having integrated de-coiler, forming machine capable on line ribbing and folding PPGI sheet and shall use PLC controlling high pressure dispensing machine of required capacity to inject specified amount of PUF chemical for consistence quality on line. The PUF panel manufacturing machine shall be capable of monitoring and controlling the injection rate to assure specified uniform dimensional stability density and The compressive strength. manufacture/manufacturing facility must full fill following criteria on guality and production capacity.
 - (c) The bulk density of PUF insulation should be **40 Kg/Cum& above** made from CFC free close cell polyurethane foam.
 - (d) The outer and inner colour coated off-white colour (RAL-9002) GI skin made from hot dipped galvanized steel of the panels should be 0.5 mm thick TCT (Total coated thickness). Each panel should be supplied pre-painted with a colour coating of 50 microns of architectural polyester on a minimum 120 GSM base of Zinc coating.
 (e) The PUF insulated core of these





j	Supply & Fixing for Windows: Alu. windows horizontal 2 tracks, 5mm glass panel ,with aluminium extruded built up sections, standard tubular sections/Z sections conforming to alloy 63400 WP, as per IS 733:1983 (Reaffirmed 2006) & IS 1285:2002 fixed with rawl plugs and screws or with fixing clips including necessary filling up of gaps at junctions, at top, bottom and sides with required PVC/Neoprene felt with sliding wheels, Corning make EPDM gasket, Brush rubber, Ramson lock, handle, rawl plugs, fasteners, clips, guides, aluminium snap beading/angle cleats etc. Size of window as per below:-	
	 Sliding Window 1500 x 1200 mm Ventilator 300x300mm 	
k	 Supply & Fixing for Doors: Aluminium Doors with extruded built up standard tubular sections/ appropriate Z sections and other sections of approved make conforming to IS: 733 and IS: 1285, fixing with dash fasteners of required dia and size, including necessary filling up the gaps at junctions, i.e. at top, bottom and sides with required EPDM rubber/ neoprene gasket etc. Aluminium sections shall be smooth, rust free, straight, mitred and jointed mechanically wherever required including all required accessories. Size of door mention below:- Double Leaf Door 1500 x 2100 mm Single Leaf Door 750 x 2100 mm 	
Ι	Flashing, Gutter, Sun Shade & Fixing Accessories: All Accessories like U flashing, L flashings, (Internal and external are made of PPGI Sheet (same as wall / Roof) including fixing hardware like rivets, silicon sealant, fasteners etc. Gutter will be in 0.5mm thick PPGI sheet with 110mm diaPvc down take pipe along with all fixing accessories. The sun shade will be max 300 mm projected from wall and maximum 100 mm wider from the width. MAKE : JSW / AMNS	Image: Construction of the problem is the problem

m	Deck Slab: Providing and fixing of Corrugated deck sheet 0.8mm thick with 51mm depth and 120 GSM zinc coating with 100mm thick Form Concrete including 8mm steel reinforcement. MAKE : TATA / SAIL	
n	 False Ceiling: Providing & Fixing of 8mm thick Pvc laminated False ceiling tile of size 600x600mm laid on pre coated galvanized steel grid in white colour. Grid including main runners, cross tee etc. PVC Laminated False Ceiling 600x600x8mm 	
0	 Flooring: Flooring with Vitrified tiles of size 600 X 600 laid on 20mm thick cement mortar 1:4 (1 Cement: 4 Coarse sand) as per IS : 15622. (Make – Kajaria / Cera / Jhonson / Orient). Ceramic floor tiles (Considered in wet area) of size 300 X 300 mm laid on 20 mm thick bed of cement mortar 1:4 (1 Cement: 4 Coarse sand) as per IS : 15622 as per approved color. Vitrified Tile 600x600mm Ceramic Tile (Anti Skid) 300x300mm MAKE: KAJARIA / JOHNSON / CERA / SOMANY / ORIENT BELL 	
p	Electrical: Providing & fixing Energy efficient lighting with Copper Wiring, Power Distrubution Board, Recessed Mounted Type, Mirrior Optics Flourescent Type Fixture, Recessed Mounted CFI down Lighter, CFL Surface Mounted Fixture, Bracket Fans, Exhaust Fan, Light Point, Power Point, UPS point, Lan/Data point. MAKE: PHILIPS / WIPRO / HAVELLS / CROMPTON GREAVES	
q	Plumbing/Sanitary: Soil & waste line providing with 75 & 100mm dia. PVC Pipe with all fixtures (Bend, Tee) as per drawing up to first main hole, Water supply pipe line 20/25/35mm thick CPVC pipe with all fixtures (Bend, elbow, wall ball, Tee) up to one meter to plinth. Wash basin with accessories along with pedestal, WC with Health Faucet, Shower in bathroom (Main Hole & GT in client scope). MAKE: JAQUAR/ ESSCO/HINDWARE/PARRYWARE / CERA	

2. Surveillance Solution:

Bullet Cameras. 2 MP Varifocal Wedge Camera with 1/2.8" CMOS Image sensor: Lens 3.6mm,Four streams Configurable, IR distance 20 Mtr, ONVIF complied, Edge storage-256 GB, Protection:IP69,IK10, Operating Temperature: -20°C ~ +50°C,Operating Humidity: 0%-90%, MTBF time-1,00,000 Hours @ 40 Degree C, Report to be Submitted by the OEM for the same. EN 50155 certification also required to be submitted by the bidder at the time of submission of bid. Non chiense certificate of CCTV should be submitted along with the bid. Make: Bosch/ IDIS/ Panasonic/ Honeywell.

<u>Surveillance Equipment</u>. As per tasking there is a requirement to provide 04 x surveillance CCTV, network switch, NVR/DVR with HDD and networking cables including installation with 32" display of surveillance feeds to the main office.

Smart LED Television size 43/75" or Higher			
S. No	Features	Specifications	Compliance (Y/N)
	Make/Model:		
1	Screen Size	32 Inch or Higher LED Back	
		Lit Smart TV	
2	Panel Technology	IPS/VA	
3	Native Resolution	1366 x 768	
5	Operating System	WebOS	
6	Orientation	Landscape	
8	Connectivity - Input ports	HDMI -2or more, RF -1, USB-	
		RJ45 or More	
9		Air Play, Google Assistant,	
10	External Control	RS232C -1, RJ45 -1 or more	
11	USB	USB -1 or more	
13	Built Wifi	Yes	
14	HDR	HDR_HDR10 PRO	
15	Wire Less	Bluetooth , WI-FI, Miracast	
16	Audio Power	10W(5W x 2) or above	
17	Power Supply	100 – 240 V, 50/60 Hz	
18	Certifications	BIS, Lab test report	
19	Warranty	3 years on site	
		comprehensive warranty	
20	Remote	Yes	
OEM Certificate of LED TV and Compliance sheet for the same to be provided			
by the bidder			

3. Smart LED TV of following specifications:

4. <u>Vidhyut Rakshak</u>: Supply & installation of Genr Mgt System of 63 KVA (Vidyut Rakshak) incl all fittings and accessories making it fully functional with all technical specifications.

Specifications: The work consist of IoT (internet of things) based supply & installation of integrated generator monitoring system to provide real-time data and insights into diesel generator performance. This system shall include various sensors like fuel and temp., communication protocol and cloud based platforms to enable remote monitoring and management of series of diesel generators thereby enhancing efficiency, reducing downtime and optimizing maintenance processes.

Output parameter to be displayed -

 DG Set ON/OFF state, Winding Temp, Fuel Level, RPM, Oil pressure, AC 3PH voltage, Current upto 100A, Frequency, Running hours, Location of the DG set.

CERTIFICATE OF ACCEPTANCE OF ALL TERMS AND CONDITIONS OF THE RFP AND ITS APPENDICES AND ANNEXURES THEREIN

- 1. It is certified that all terms and conditions as laid out in the RFP No-.....Dated:27/111/2024 and its appendices and annexures therein are accepted by the company and we will abide by them.
- 2. It is further certified that any additional cost incurred on construction and installation to complete this turnkey project will be borne by the company.
- 3. Technical and Commercial Bids valid up to(DD/MM/YYY) (The Bids should remain valid till 00days from the last date of submission of the bids).

Company Seal

(Authorised Signatory of Company)

Place:

Date:

CONFIDENTIALITY CERTIFICATE

It is certified that the Company or any representative of the Company or Agents authorised by the Company will not disclose any information gained by them or their representative or Agents, while interacting with the persons of the Defence Bound areas and Sub Area c/o 56 APO, or any other office of the Army Public School, or any documents prepared in connection with the project or any documents received by them or any study carried out by them, directly or indirectly to any person or Company or institution or Press. Any violation therein may be considered as a violation of Indian Official Secret Act 1923.

Company Seal(Authorised Signatory of Company) Date: /12/2024

Model ECS Mandate Format

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

Credit Clearing Mechanism

- 1. Customer's name
- 2. Particulars of Bank Account-
- (a) Bank name
- (b) Branch name
- (c) Address
- (d) Telephone numbers
- (e) IFS code
- (f) 9 Digit code number of Bank and Branch appearing on MICR cheque issued by the Bank.
- (g) Account Type (S.B. Account/Current Account or Cash)
- (h) Ledger number
- (i) Ledger Folio number
- (j) Account number as appearing on Cheque Book
- 3. Please attach a blank cancelled cheque, or, photocopy of a cheque or front page of your savings bank passbook issued by your bank for verification of the above particulars.
- 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 incomplete or incorrect 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."

(Signature of Customer)

Certified that the particular's furnished above are correct as per our records.

Bank's Stamp: Date: Signature of the Authorized Official from the Bank

REFERENCE LAYOUT DRAWING

