Pages 1,2,6,16,17,18 and 20 to be returned alongwith Technical Bid in cover-I

ARMY PUBLIC SCHOOL, TEZPUR

REQUEST FOR PROPOSAL (RFP) INVITATION OF BIDS FOR PROVISION OF TWO BADMINTON COURT SYNTHETIC (PVC/VINYL) SURFACES

REQUEST FOR PROPOSAL (RFP) NO APST/SPORTS DT 31 JAN 2020

1. The Bids under (TWO BID SYS) are invited by **Principal, ARMY PUBLIC SCHOOL, TEZPUR** for works / supply of items listed in Part II of this RFP.

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

(a)	Bids to be addressed to	:	Army Public School Tezpur Solmara, Dekargaon, Sonitpur (Assam) PIN- 784501
(b)	Queries to be addressed to	:	Army Public School Tezpur www.apstezpur.org
(c)	Postal address for sending original documents (EMD, Tender fee, specified in clause 2(a) of Part -1 of RFP	:	Army Public School Tezpur Solmara, Dekargaon, Sonitpur (Assam) PIN- 784501
(d)	Name/designation of the contact personnel	:	Mrs Banani Hazarika, Principal
(e)	Telephone numbers of the contact Personnel	:	+91 – 9401369870
(f)	E-mail IDs of contact personnel	:	apstezpur@gmail.com
(g)	Fax number	:	N/A

3. This RFP is divided into five Parts as follows:-

(a) **Part I**. Contains General information and Instructions for the Bidders about the RFP such as the time, place of submission and opening of tender, validity period of tenders etc.

(b) **Part II**. Contains essential details of the items required, such as the schedule of requirement (SOR), Technical Specification, 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 and Format for Price Bids.

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4. **Placement of Order**. The Purchase Order will be placed on successful conclusion of negotiations on L1 firm.

5. This RFP is being issued with no financial commitment and the Buyer reserves the right to change or vary any part thereof at any stage. Buyer also reserves the right to withdraw the RFP should it become necessary at any stage.

6. Please acknowledge receipt.

Principal
Army Public School Tezpur

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PART I- GENERAL INFORMATION

1. **Critical Dates**. The critical dates with respect to the Tender ref APST/Sports/2020 dt **31 Jan 2020** are as follows:-

CRITICAL DATE SHEET

Ser No	Item	Date	Time
(a)	Issue of Tender	01 Feb 2020	1200h
(c)	Clarification Start Date	01 Feb 2020	1400h
(d)	Pre bid meeting	15 Feb 2020	1200h
(e)	Clarification End Date	17 Feb 2020	1000h
(f)	Bid Submission End	26 Feb 2020	1800h
(g)	Tech Bid Opening start	27 Feb 2020	0900h
(h)	Commercial Bid Opening	Will be intimated	

2. **Manner of Depositing the Bids**. The bids will be submitted in the following manner:-

(a) **Cover - I** The original of following documents shall be submitted physically in the sealed tender box prior to bid submission closing date. Cover I will be supscribed as **'Tech Bid for provision of Badminton court synthetic surface'**.

(i) Compliance statement as per **Appendix 'A'** (Page 16).

(ii) **Tender Conditions Acceptance Certificate** The bidder shall certify for acceptance of all the tender conditions of the RFP and furnish a certificate as per **Appendex 'B'** (This page will be returned duly signed in cover I). In case of any deviations, the bid shall be rejected.

(iii) RFP duly signed in all pages by the Vendor with the company seal (Original).

(iv) PAN Card/GSTN (Copy).

(v) Company Registration Certificate.

(vi) Turn over certificate.

(vii) Experience Certificate.

(viii) All Supporting documents, Catalogues, (Sample if any) auth dealer cert etc.

(ix) Certificate that the vendor is not banned by any Central/State govt.

(b) **Cover - II** This shall contain the commercial bid as per **Appendix 'C'** (Page 18).

3. **Time and Date of Opening of Bids**. As per para 1 of Part I of RFP.

4. **Location of the Tender Box**. **Main Gate APS, tezpur**. Following guidelines may be followed while submitting the documents:-

(a) The physical receipt of specified documents mentioned in para 2(a) of Part I shall be mandatory prior to bid opening.

(b) The non receipt of the physical doc shall render non acceptance of the tech bid.

(c) Only those document specified in the tender docu and are found in the tender box or those received by Regd Post / Speed Post will be opened.

(d) Bids dropped in the wrong Tender Box will be rendered invalid.

(e) No post-bid clarification on the initiative of the bidder will be entertained.

5. **Place of opening of the Bids**. The physical verification of tender docu would be done at **ARMY PUBLIC SCHOOL, TEZPUR**. The Bidders may depute their representatives, duly authorized in writing, to attend the opening of Bids on the due date and time. Rates and important commercial/technical clauses quoted by all Bidders will be read out in the presence of the representatives of all the Bidders. This event will not be postponed due to non presence of your representative.

6. **Two-Bid System**.

(a) The Technical Bids shall be opened as per critical date sheet mentioned in this tender document.

(b) The Commercial Bids of only those Bidders whose Technical-bids meet all the stipulated (Technical) requirements shall be opened. The date of opening will be intimated to the Bidders.

7. **Pre-bid Conference**. A Pre-bid conference to deliberate on the technical/performance parameters, Site Survey and further course of action as regards the trial evaluation etc is **scheduled on 15 Feb at 1000 hrs at ARMY PUBLIC SCHOOL, TEZPUR.** All prospective bidders with authorization letter from the company **(Max 02 representatives only)** are to attend the said meeting so that all issues regarding tendering process, evaluation criteria, user requirement, technical/ performance parameters, trial evaluation etc., are clearly understood without any ambiguity.

8. **Site Survey**. Prospective bidders should inspect and examine the site and its surrounding and shall satisfy as to the nature of work, materials necessary for completion of the work and their availability, means of access to site and in general to obtain all necessary information as to risks, contingencies and other circumstances which may influence or affect his offer. No extra claim consequent on any misunderstanding or otherwise shall be allowed. The bidders can conduct their site survey and then attend pre-bid conference.

9. **Forwarding of Bids**.

(a) The documents specified in Para 2(a) to be deposited physically will be dropped in the sealed tender box or be dispatched by regd post / speed post by outstation vendors. The physical receipt of these documents is mandatory. The technical bids shall not be accepted if these documents are not received prior to bid opening.

(b) **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 clarification sought not later than 5 (Five) days prior to the clarification end date. Copies of the query and clarification by the purchaser will be sent to all prospective bidders who have received the bidding documents by clarification end date.

(c) **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 to be 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 EMD(if applicable).

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 Bidders may be de-listed for the given range of items as mentioned in this RFP.

13. **Validity of Bids**. The Bids should remain valid for **120 days** from the last date of submission of the Bids.

14. **EMD**. Bidders are required to submit Earnest Money Deposit (EMD) for an amount of. The EMD may be submitted in the form of Fixed Deposit Receipt or Bank Guarantee 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 forty-five days beyond the final bid validity period. EMD of the unsuccessful bidders will be returned to them at the earliest after expiry of the final bid validity and latest on or before the 30th day after the award of the contract. The Bid Security of the successful bidder would be returned, without any interest what so ever, after the receipt of Performance Security from them as called for in the contract. EMD is not required to be submitted by those Bidders who are registered for the same item/range of products/goods or services with the Central Purchase Organization (e.g. DGS&D), National Small Industries Corporation (NSIC) or any Department of MoD or MoD itself. The EMD will be forfeited if the bidder withdraws or amends impairs or derogates from the tender in any respect within the validity period of their tender.

(EMD not applicable for this tender)

Principal
Army Public School Tezpur

PART II-ESSENTIAL DETAILS OF ITEMS/SERVICES REQUIRED

1. **Schedule of Requirements**. List of items/services covered under "PROVISION **of BADMINTON COURT SYNTHETIC (PVC/VINYL) SURFACE"** for **ARMY PUBLIC SCHOOL, TEZPUR** is as under:-

Ser No	Nomenclature	A/U	Qty *
PROVISION OF BADMINTON COURT SYNTHETIC SURFACE			
(a)	PVC/Vinyle Sports flooring 4.5 mm Synthetic Sports flooring for badminton court 4.5 mm (1164 sq ft x 2) (Conforming to BWF Specifications) with marking	Sq / feet	02 (Total 2328 sqft)
(b)	Badminton poles with net Portable Badminton poles with heavy duty net (Galvanized tubular pole of 50 mm dia).	Pairs	02

2. **Delivery Period**. 60 Days from the date of placement of Supply Order.

Note :

(a) **Marking of Court** Please specify type of Marking – Factory Marking / Tape / Onsite etc.

(b) **Colour Choice** available for vinyl flooring be mentioned

(c) * Minor variation in quantity will be accepted as per packing quantities.

Principal
Army Public School Tezpur

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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 (i.e Seller in the Contract) as selected by the Buyer. Failure to do so may result in rejection of the Bid submitted by the Bidder.

1. **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 signatures of both the parties on the contract (Effective Date) and shall remain valid until the completion of the obligations of the parties under the contract. The deliveries and supplies and performance of the services shall commence from the effective date of the contract.

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.

4. **Penalty for Use of Undue Influence**. The seller undertakes that he has not given, offered or promised to give, directly or indirectly, any gift, consideration, reward, commission, fees , brokerage or inducement to any person in service of the Buyer or otherwise in procuring the contracts or forbearing to do or for having done or forborne to do any act in relation to the obtaining or execution of the present contract or any other contract with government of India for showing or forbearing to show favour or disfavor to any person in relation to the present contract or any other contract with the Government of India. Any breach of the aforesaid undertaking by the Seller or any one employed by him or acting on his behalf (whether with or without the knowledge of the Seller) or the commission of any offers by the Seller or any one employed by him or acting on his behalf, as defined in Chapter IX of the Indian Penal Code, 1860 or the Prevention of Corruption Act, 1986 or any other Act enacted for the prevention of corruption shall entitle the Buyer to cancel the contract and all or any other contracts with the Seller and recover from the Seller the amount of any loss arising from such cancellation. A decision of the Buyer or his nominee to the effect that a breach or the undertaking had been committed shall be final and binding on the seller. Giving or offering of any gift, bribe or inducement or any attempt at any such act on behalf of the seller toward 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 seller to such liability/penalty as the Buyer may deem proper, including but not limited to termination of the contract, imposition of penal damages, forfeiture of the Bank Guarantee and refund of the amount paid by the Buyer.

5. **Agents/Agency Commission**. The Seller confirms and declares to the Buyer that the Seller is the original manufacture 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 recommended to the Government of India or any of its functionaries, whether officially or unofficially, to the award of the contract to the Seller, 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 Seller 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 present declaration is in any way incorrect or if at a later stage it is discovered by the Buyer that the Seller has engaged any such individual/firm, and paid or intended to pay and amount, gift, reward, fees, commission or consideration to such person, party, firm or institution, whether before or after the signing of this contract, the seller will be liable to refund that amount to the Buyer. The Seller 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 seller 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. **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.

7. **Liquidated Damages**. In the event of the Seller's failure to submit the Bonds, Guarantees and Documents, supply the stores/goods and conduct trails, installation of equipment training etc as specified in this contract, the Buyer may at his discretion withhold any payment until the completion of the contract. The BUYER may also deduct from the SELLER as agreed, liquidated damages' to the sum of 0.5% of the contract price of the delayed/undelivered stores/services mentioned above for every week of delay or part of a week, subject to the maximum value of the Liquidated Damages being not higher than 10% of the value of delayed stores.

8. **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 Majeure for more than two months after the scheduled date of delivery.

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

(c) The delivery of material is delayed due to causes of Force Majeure by more than two months provided Force Majeure clause is included in contract.

(d) The Buyer has noticed that the Seller 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. **Notices**. Any notice required or permitted by the contract shall be written in the English language and may be delivered personally or may be sent by e-mail or registered pre- paid mail/airmail, addressed to the last known address of the party to whom it is sent.

10. **Transfer and Sub-letting**. The Seller 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.

11. **Patents and other Industrial Property Rights**. 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 Seller 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 Seller 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.

12. **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.

13. **Taxes and Duties**.

(a) General.

(i) If Bidder desires to ask for excise duty or GST extra, the same must be specifically stated. In the absence of any such stipulation, it will be presumed that the prices include all such charges and no claim for the same will be entertained. The total cost excl GST quoted by them in their bids will be taken into account in ranking of bids.

(ii) If a bidder is exempted from payment of any duty / tax up to and value of supplies from them, he should clearly state that no such duty / tax will be charged by them upto the limit of exemption which they may have. If any concession is available in regard to rate / quantum of any Duty / tax, it should be brought out clearly. In such cases, relevant certificate will be issued by the Buyer later to enable the seller to obtain exemptions from taxation authorities.

(ii) Any changes in levies, taxes and duties levied by Central/ State / Local governments such as GST etc of final product upward as a result of any statutory variation taking place within contract period shall be allowed reimbursement by the Buyer, to the extent of actual quantum of such duty / tax paid by the seller. Similarly, in case of downward revision in any such duty / tax, the actual quantum of reduction of such duty, tax shall be reimbursed to the Buyer by the Seller. All such adjustments shall include all reliefs, exemptions, rebates, concession etc, if any, obtained by the seller. Section 64- A of Sales of Goods Act will be relevant in this situation.

(iii) Levies, taxes and duties levied by Central / State / Local Governments such as GST etc on final product will be paid by the buyer on actual, based on relevant documentary evidence. Taxes and duties on input items will not be paid by Buyer and they may not be indicated separately in the bids. Bidders are required to include the same in the pricing of their product.

(b) **GST**.

(i) If it is desired by the Bidder to ask for GST to be paid as extra, the same must be specifically stated. In absence of any such stipulation in the bid, it will be presumed that the prices quoted by the Bidder are inclusive of GST and no liability of GST will be developed upon the Buyer.

(ii) On the Bids quoting GST extra, the rate and the nature of GST applicable at the time of Supply should be shown separately. GST will be paid to the seller at the rate at which it is liable to be assessed or has actually been assessed provided the transaction of sale is legally liable to GST and the same is payable as per the terms of the contract.

Principal
Army Public School Tezpur

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 SO/Contract concluded with the successful Bidder (i.e. Seller in the Contract) as selected by Buyer. Failure to do so may result in rejection of Bid submitted by the Bidder.

1. **Performance Guarantee**.

(a) For Indigenous Cases. The Bidder will be required to furnish a Performance Guarantee by way of Bank Guarantee through a public sector bank or a private sector bank authorized to conduct government business (ICICI Bank Ltd, Axis Bank Ltd or HDFC Bank Ltd) for a sum equal to 10% of the contract value within 7 days of receipt of the confirmed order. **Performance Bank Guarantee should be valid upto 60 days beyond the date of warranty.**

(b) **Foreign Cases.** Not applicable

2. **Payment Terms for Indigenous Sellers.** It will be mandatory for the Bidders to indicate their bank account numbers and other relevant e-payment details so that payments could be made through NEFT mechanism. A copy of the mandate form prescribed by RBI to be submitted by Bidders duly signed by the Bank for receiving payments through NEFT. The payment will be made by the school as per the following terms, on production of the requisite documents:

(a) 50% of the payment will be allowed on supply of construction material at the site.

(b) Bal 50 % of Payment will be done on completion of the work.

(c) **Advance Payment.** No advance payment will be made.

3. Paying Authority

(a) Indigenous Sellers: The payment of bills will be made on submission of the following documents by the Seller to the APS, TEZPUR) through the buyer along with the bill.

(i) Inspection note
(ii) Bank guarantee.
(iii) Guarantee/warranty certificate
(iv) Details of 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 the supply order)
(v) Any other documents/certificate that may be provided for in the Supply order
(vi) User acceptance certificate.

4. **Exchange Rate Variation Clause.** Not applicable.

5. Force Majeure Clause

(a) Neither party shall bear responsibility for the complete or partial non- performance of any of its obligations (except for failure to pay any sum which has become due on account of receipt of goods under the provisions of the present contract), if the non-performance results from such Force Majeure circumstances as Flood, Fire, Earth Quake and any other Circumstances beyond the parties control that have arisen after the conclusion of the present contract.

(b) In such circumstances the time stipulated for the performance of an obligation under the present contract is extended correspondingly for the pd of time of action of these circumstances and their consequences.

(c) The party for which it becomes impossible to meet obligations under this contract due to Force Majeure conditions, is to notify in written form the other party of the beginning and cessation of the above circumstances imdtly, but in any case not later than 10 (ten) days from the moment of their beginning.

(d) Certificate of a Chamber of Commerce (Commerce and Industry) or other competent auth or org of the respective country shall be a sufficient proof of commencement and cessation of the above circumstances.

(e) If the impossibility of complete or partial performance of an obligation lasts for more than 6 (six) months, either party hereto reserves the right to terminate the contract totally or partially upon giving prior written notice of 30 (thirty) days to the other party of the intention to terminate without any liability other than reimbursement on the terms provided in the agreement for the goods recd.

6. **Risk& Expense Clause**.

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

(b) Should the stores or any installment thereof not perform in accordance with the specifications / parameters provided by the SELLER during the check proof tests to be done in the BUYER's country, the BUYER shall be at liberty, without prejudice to any other remedies for breach of contract, to cancel the contract wholly or 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 same or similar description to make good:-

(i) Such default.

(ii) In the event of the contract being wholly determined the balance of the stores remaining to be 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 contract price appropriate to such default or balance shall be recoverable from the SELLER.

7. **OEM Certificate**. In case of Bidder is not the OEM, the agreement certificate with the OEM for sourcing the raw material shall be mandatory. However, where OEMs do not exist, minor aggregates and spares can be sourced from authorized vendors subject to quality certification.

8. **Specification**. The following specification clause will form part of the contract placed on successful Bidder. The Seller guarantees to meet the specifications as per Part-II of RFP and to incorporate the modifications to the existing design configuration to meet the specific reqmt of the Buyer. All technical literature and drawings shall be amended as per the modifications by the Seller before supply to the Buyer. The Seller, in consultation with the Buyer, may carry out technical upgradation/alterations in the design, drawings and specifications due to change in manufacturing procedures, indigenization or obsolescence.

9. **Quality Assurance & Evaluation**. 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. Technical Evaluation will be conducted for evaluation of technical Bids. 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.

10. **Inspection Authority**. Principal, ARMY PUBLIC SCHOOL, TEZPUR. The mode of inspection will be joint inspection.

(a) Claims may also be settled by reduction of cost of goods under claim from bonds submitted by the Seller or payment of claim amount by Seller through demand draft.

(b) The quality claims will be raised solely by the Buyer and without any certification/countersignature by the Seller's representative stationed in India.

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

(a) The Seller warrants that the goods supplied under the contract conform to technical Specifications prescribed and shall perform according to the said technical specifications.

(b) The Seller warrants for a min period of 01 year from the date of installation and commissioning of the project. Addl warranty of being provided by the vendor be specifically in the Tech Bid.

(c) If within the period of warranty, the goods are reported by the Buyer to have failed to perform as per the specifications, the Seller shall either replace or rectify the same free of charge, within a maximum period of 30 days of notification of such defect received by the Seller.

(d) The seller will guarantee the shelf life of one yr under the Indian Tropical condition.

(e) The Seller shall associate technical personnel of the Maintenance agency and

Quality Assurance Agency of the buyer during warranty repair and shall also provide the details of complete defects, reasons and remedial actions for defects.

12. **Minimum Required Qualification Criteria of Vendor**. The invitation to bid is open to all firms/ companies and will have to comply the below given pre-qualification criteria:-

(a) The Bidder must be a company registered under Companies Act, 1956 or the partnership firm registered under the partnership Act, Society registered under relevant Society Act or a Trust registered under the relevant Trust Act or any appropriate entity under Indian law with existence in business from last 3 years as on 01 Jan 2020.

(b) **Statutory Tax Compliance**. Income tax and sales tax clearance certificates of last one assessment year shall be enclosed with the tender. The bidder has to furnish the following:-

(i) Valid GST IN Number/Registration Certificate.

(ii) Permanent account Number (PAN) issued by Income tax department.

(iii) Contact details of vendor and NEFT particulars.

(c) The experience of the bidder of having **successfully completed atleast three works** of **PROVISION OF BADMINTON COURT SYNTHETIC SURFACE IN LAST THREE YEARS** (Proof in the form of purchase order and installation report/ commissioning certificate to be attached.)

(d) The bidder should not have been 'BANNED' by any national or state government or PSU/Government agency and should not be involved in any litigation encompassing corrupt or fraudulent practices by any of the Government agencies in India. A self-certificate to this effect has to be submitted by the bidder.

13. Miscellaneous. The vendor should desirably the OEM of the equipment. If not, then seller should be capable of executing the project without subletting it to others.

(a) The vendor must have reasonable experience in the field of sports related projects of not less than three years.

(b) The vendor should have executed similar project as per para 12(c) above.

(c) The seller should be the single point of contact for the buyer for repair and maintenance of the equipment. The buyer must not be directed towards the OEM.

Principal
Army Public School Tezpur

PART V-EVALUATION CRITERIA AND 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 the technical bids would be determined on the basis of the parameters specified in the RFP. The price Bids of only those Bidders will be opened whose technical Bids would clear the technical evaluation.

(c) The Lowest Bid will be decided upon the lowest price quoted by the particulars Bidder as per the price format given in Appendix 'C'. The total cost of the project excluding GST by the Bidder would be the deciding factor for ranking of Bids.

(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 further for placement of contract / supply order after complete clarification and price negotiation as decided by Buyer.

2. **Turn Key Project**. The project will be treated as a turnkey project and no piece meal orders for individual items will be placed. The vendor is expected to provide all accessories required for the project.

3. **Price Bid Format** : The Commercial bid format is provided as Appendix "C"

Principal
Army Public School Tezpur

Appx'A'
(Ref Part I- para 2(a)(i))

COMPLIANCE STATEMENT OF TECHNICAL BIDS FOR PROVISION OF BADMINTON COURT SYNTHETIC (PVC/VINYL) SURFACE FOR ARMY PUBLIC SCHOOL, TEZPUR

Ser No	Technical Qualitative Requirement	Specification/QR Range	Compliance to RFP (Yes/No)	In case of deviation from specification shall be indicated in unambiguous Terms
	PROVISION OF BADMINTON COURT SYNTHETIC (PVC/VINYL) SURFACE			
1	PVC/Vinyl Sports flooring 4.5 mm	PVC/Vinyl Sports flooring 4.5 mm Synthetic Sports flooring for badminton court 4.5 mm (1164 sq ft) (Conforming to BWF Specifications) with marking. (1164 X 2 = 2328 sqft)		
2	Badminton poles with net	Badminton poles with net Portable Badminton poles with heavy duty net (Galvanized tubular pole of 50 mm dia) (Two sets)		

* Higher/Better specification will not be treated as deviation.

THIS PAGE TO BE RETURNED DULY SIGNED AND STAMPED BY THE VENDOR

Appx 'B'
Ref Part I-para 2(a) (ii)

TENDER CONDITIONS ACCEPTANCE CERTIFICATE

(To be given on Company Letter Head)

Date: _____

To, Army Public School
Tezpur

SUB : ACCEPTANCE OF TERMS & CONDITIONS OF TENDER.

Tender Reference No : _____

Name of Tender/Work : Provision of Badminton Synthetic (PVC/VINYL) Surface

Dear Sir,

1. I/We have downloaded/obtained the tender document(s) for the above mentioned Tender/Work.

2. I/ We hereby certify that I / we have read entire terms and conditions of the tender documents from Page No. 01 to 19 (including all documents like annexure(s), schedule(s), etc.,), which form part of the contract agreement and I/we shall abide hereby the terms /conditions/clauses contained therein.

3. The corrigendum(s) issued from time to time by your department/ organizations too have also been taken into consideration, while submitting this acceptance letter.

4. I / We hereby unconditionally accept the tender conditions of above mentioned tender document(s) / corrigendum(s) in its totality / entirety.

5. In case any provisions of this tender are found violated , your department/ organization shall be at liberty to reject this tender/bid including the forfeiture of the full said Earnest Money Deposit absolutely and we shall not have any claim/right against dep't in satisfaction of this condition.

Yours Faithfully,

(Signature of the Bidder, with Official Seal)

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Appx- 'C'
(Ref Part I - para 2(b))

COMMERCIAL BID FOR PROVISION OF TWO BADMINTON COURT SYNTHETIC SURFACES FOR ARMY PUBLIC SCHOOL, TEZPUR

Ser No	Nomenclature	Qty *	Basic Cost & less GST	Amt (a)	GST (b)	Total (a+b)
1	PVCVinyl Sports flooring 4.5 mm Synthetic Sports flooring for badminton court 4.5 mm (1164 sq ft x 2) (Conforming to BWF Specifications).	2328 sqft				
2	Badminton poles with net Portable Badminton poles with heavy duty net (Galvanized tubular pole of 50 mm dia).	02				
					Grand Total (Incl GST)	

Note

1. Warranty. All items supplied and erected /constructed will carry MINIMUM THREE YEARS.
2. The basic cost quoted will be inclusive of all labour, transportion etc but less GST.
3. No separate change for lodging/boarding of works are acceptable.
4. * Minor variation in quantity will be accepted as per packing quantities.

(Signature of authorized signatory
with stamp/seal)

DO NOT ENCLOSED THIS PAGE IN COVER I

THIS PAGE TO BE RETURNED DULY SIGNED AND STAMPED BY THE VENDOR IN COVER II

CHECKLIST OF DOCUMENTS TO BE ENCLOSED IN THE TENDER BY THE VENDER

(a) **Cover- I** The original of following documents shall be submitted physically in the sealed tender box prior to bid submission closing date. Cover I will be supscribed as **'Tech Bid for provision of Badminton court synthetic surface'**.

(i) Compliance statement as per **Appendix 'A'**.

(ii) **Tender Conditions Acceptance Certificate** The bidder shall certify for acceptance of all the tender conditions of the RFP and furnish a certificate as per **Appendex 'B'** (This page will be returned duly signed in cover I). In case of any deviations, the bid shall be rejected. If the certificate is signed by legally authorized signatory, a copy of the authorization letter be enclosed.

(iii) RFP Page Nos 1, 2, 6, 16, 17, 18 & 20 duly signed in all pages by the Vendor with the company seal (Original).

(iv) PAN Card/GSTN (Copy).

(v) Company Registration Certificate.

(vi) Turn over certificate.

(vii) Experience Certificate.

(viii) All Supporting documents, Catalogues, (Sample if any) auth dealer cert etc.

(ix) Certificate that the vendor has not been banned by any Central/State govt.

(b) **Cover II.** This shall contain the commercial bid as per **Appendix 'C'** (Page 18).

(c) Last date of receipt of tender at APS Tezpur is **26 Feb 2020**.
(d) Contact No. **9401369870**.

PROVISION OF BADMINTON COURTS (PVC/VINYL)
DETAIL OF VENDOR AT APS TEZPUR

Vendor Name : _____

Postal Address : _____

_____

_____

Email ID : _____

Contact Person : _____

Mob No & Alternate : _____

Mob No _____

GSTNo : _____

Bank Acc No : _____

Bank IFSC : _____

Bank Name : _____

Details of similar work done Duly last three years : Please att details (Photos & Supply orders).

THIS PAGE TO BE RETURNED DULY SIGNED AND STAMPED BY THE VENDOR

Sign,Address and Stamp of the Supplier