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Website : <https://apsgorakhpur.org.in/>

Army Public School  
Gorakhpur – 273008

10209/Proj/APSG

26 Sep 2024

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
(Vendor concerned)

**RFP / CALL FOR QUOTATIONS FOR CONSTRUCTION OF REMAINING  
DRAIN SLABS FOR ARMY PUBLIC SCHOOL, GORAKHPUR**

Sir/Madam,

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

2. The address and contact numbers for sending Bids or seeking clarifications regarding the RFP (Request For Proposal) are given below :-

- (a) Bids/queries to be addressed to : Army Public School, Gorakhpur
- (b) Postal address for sending the Bids : Army Public School,  
Gorakhpur (U.P.) – 273008
- (c) Name/designation of the contact personnel : Dr Vishal Tripathi, Principal.
- (d) Telephone numbers of the contact Personnel : 7307014127
- (e) E-mail ID of contact personnel : [armypublicschoolkgt@gmail.com](mailto:armypublicschoolkgt@gmail.com)
- (f) Fax number : -
- (g) Technical specification, format for technical bid and commercial bid etc are enclosed at appendices attached.

3. This Tender Enquiry is divided into Five Parts as follows :-

- (a) **Part I.** Contains General Information and Instructions for the Bidders about tender, such as the time, place of submission and opening of tenders, Validity period of tender.



(b) **Part II.** Contains essential details of the items/services required, such as 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 Tender Enquiry and same will also form part of the contract with the successful Bidder.

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

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

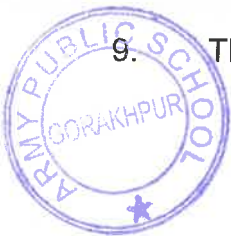
5. The suitable modifications / amplifications to the extent of compatibility and suitability of the proposal may please be attached with the case file for the scrutiny at this end.

6. The prospective bidders are required to cast their bids indicating that Brand Name of the equipment/store in their technical bids, so that during the technical evaluation bid equivalency of items can be established.

7. The prospective vendor may please submit the copy of the S.O/Job Order recently executed in r/o other similar formation/Army Est/Govt Organization for the similar items with same specification as applicable in instant proposal, with their Commercial Bids and made available during TPC / PNC.

8. During the non-performance/ non-functioning of the equipment/stores supplied, the standard facility to run the integrated/associated Equipment/Apparatus/store will be required within 12/24 (or as desired by CFA) Hours of the such call.

9. This Vendors are requested to forward a receipt of the tender enquiry immediately.

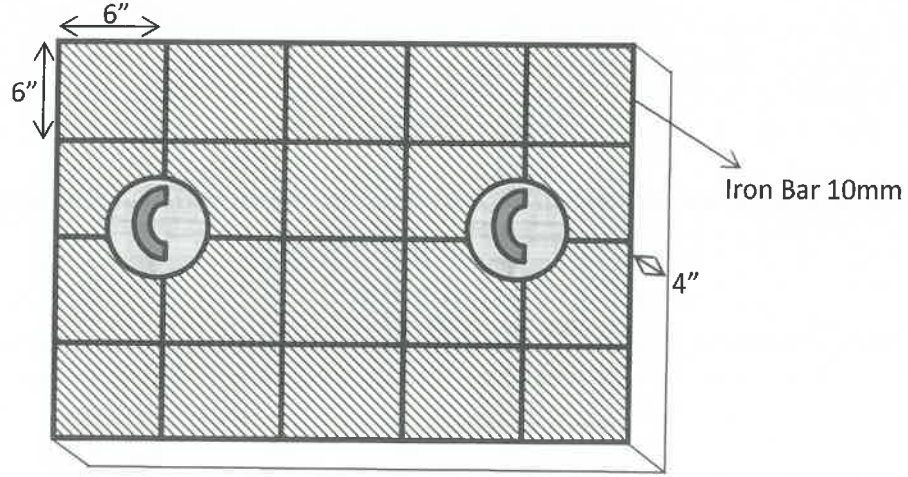


Yours faithfully,

(Dr Vishal Tripathi)  
Principal

### **PART I – GENERAL INFORMATION**

1. Name of the item(s)/devices being procured/works being executed :- Details of items / works 'Construction of remaining drain slabs for Army Public School, Gorakhpur' are as under :-



- (a) **DRAIN SLAB SIZE** - 3'-3" x 2'-0", 4'-2" x 2'-2" & 5'-0" x 3'-0"
- (b) **SCOPE OF WORK** :-  
 (i) Thickness – 4" including hook (two).  
 (ii) 02 x Slab hooks on the same surface but not comes above the surface.
- (c) **MATERIALS** :-  
 (i) Cement - ACC/Ambuja/Ultratech - Date of manufacturing not older than 3 months.  
 (ii) Sand - Yellow Morang (best quality).  
 (iii) Gitti - ¾".  
 (iv) Iron bar – 10 mm (3 Suti) (Tata, Kamdhenu/Gallent).  
 (v) Binding wire.  
 (vi) Slab hooks.  
 (vii) Mixture (Ratio) - Cement : Sand : Gitti :: 1 : 2 : 2.  
 (viii) Chemical - Dr Fix-it.

2. **Last Date and Time for Depositing the Bids (Technical & Commercial)**. Last date for submission of tender to Main Gate of Army Public School, Gorakhpur is 10 Oct 2024 by 1700 hrs.

3. **Manner of Depositing the Bids**. Sealed bids should be either dropped in the Tender Box marked as TENDER BOX or sent by speed post/registered post/couriers at the address given above so as to reach by the due date and time. Late tenders will not be considered. No responsibility will be taken for postal delay or non delivery / non receipt of Bid documents. Bids sent by FAX will not be considered.

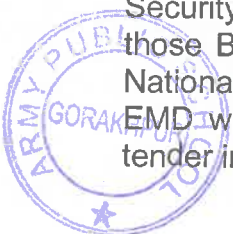
4. **Time and Date for Opening of Bids (Technical and Commercial)**. 11 Oct 2024 at 1200 hrs

5. **Location of the Tender Box**. Main Gate, Army Public School, Gorakhpur.

6. **Place of opening of the Bids**. Principal's Office, Army Public School, Gorakhpur.



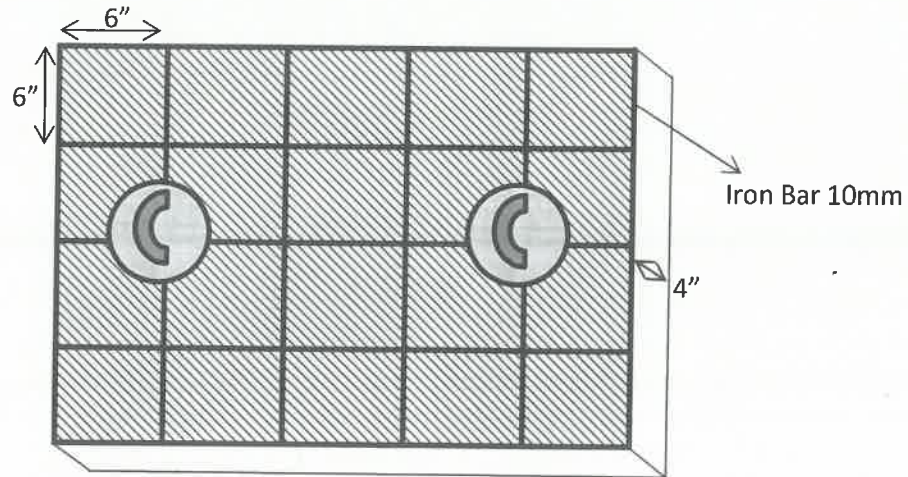
7. **Two Bid System.** Yes, **Technical** and **Commercial**.
8. **Forwarding of Bids.** Tech & Commercial bids should be sealed separately and placed inside another sealed envelope while submitting the tender, clearly mentioning technical bid and commercial bid on the enclosed bids
9. **Clarification Regarding Contents of the Call for Quotation.** 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 03(three) 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.
10. **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 should be 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 and expiration of the period of bid validity specified.
11. **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.
12. **Rejection of Bids.** Canvassing by the Bidder in any form, unsolicited letter and post tender correction may invoke summary rejection. Conditional tenders will be rejected.
13. **Unwillingness to Quote.** Bidders unwilling to quote should ensure that intimation to this effect reaches before the due date and time of opening of the Bid, failing which the defaulting Bidder may be de-listed for the given range of items as mentioned in the RFP.
14. **Validation of Bids.** The Bids should remain valid till 90 days from the last date of submission of the Bids.
15. **Earnest Money Deposit (EMD).** Bidders are required to submit 10% as Earnest Money Deposit (EMD)/Security Deposit total project cost alongwith their bids. The EMD 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 as per Form DPM-16 (Available in MoD website and can be provided on request). EMD is to remain valid for a period of forty five days beyond the final bid validity period. EMD of the unsuccessful bidders will be returned to them at the earliest after expiry of the final bid validity and latest on or before the 30<sup>th</sup> day after the award of the contract. The Bid Security of the successful bidder would be returned, without any interest whatsoever, after the receipt of Performance Security from them as called for in the contract. EMD is not required to be submitted by those Bidders who are registered 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 of their tender.



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

(Compliance of Tech Specification to be enclosed in Technical Bid)

16. Schedule of Requirements. List of items /works/ services required are as follows :-



- (a) **DRAIN SLAB SIZE** - 3'-3" x 2'-0", 4'-2" x 2'-2" & 5'-0" x 3'-0"
- (b) **SCOPE OF WORK :-**  
 (i) Thickness – 4" including hook (two).  
 (ii) 02 x Slab hooks on the same surface but not comes above the surface.
- (c) **MATERIALS :-**  
 (i) Cement - ACC/Ambuja/Ultratech - Date of manufacturing not older than 3 months.  
 (ii) Sand - Yellow Morang (best quality).  
 (iii) Gitti - ¾".  
 (iv) Iron bar – 10 mm (3 Suti) (Tata, Kamdhenu/Gallent).  
 (v) Binding wire.  
 (vi) Slab hooks.  
 (vii) Mixture (Ratio) - Cement : Sand : Gitti :: 1 : 2 : 2.  
 (viii) Chemical - Dr Fix-it.

17. Technical Details.

- (a) Specifications / Drawings : Specifications given at Ser 16 above.
- (b) Technical details with technical parameters : As per manual of brand.
- (c) Requirement of training / on job training : Yes
- (d) Requirement of installation / commissioning : Yes.
- (e) Requirement of Factory Acceptance Trails (FAT), Harbor Acceptance Trails (HAT) and Sea Acceptance Trials. : Yes.
- (f) Requirement of Technical documentation : Yes.
- (g) Nature of assistance required after completion of warranty : Yes.



(h) Requirement of pre-site/ equipment/store Inspection : Yes.

(j) Any other details as considered necessary will be inspected by the Board of Officers. : Yes.

18. Delivery Period. Delivery period for supply of items/works would be maximum two weeks from the effective date of contract. Please note that Contract can be cancelled unilaterally by the Buyer in case items are not received within the contracted delivery period and will be imposed a penalty of 10% at the contractual amount. Extension of contracted delivery period will be at the sole discretion of the Buyer, with applicability of LD clause and penalty will be imposed @ 5% of the cost on every week from last date of delivery.

19. Penalty Clause. Penalty clause will be invoked while providing supply order to the selected vender as per existing rules and regulation.

20. Consignee Details.

: **Dr Vishal Tripathi**  
Principal  
Army Public School,  
Gorakhpur (U.P.) – 273008

### PART III – TERMS AND CONDITIONS

21. The Bidder is required to give confirmation of their acceptance of the terms and conditions of the Request for Proposal mentioned bellow 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 Bidder.

22. 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.

23. Effective Date of the Contract. The contract shall come into effect on the date of issue of supply order (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.

24. Arbitration. All disputes or differences arising out of or in connection with the Contract shall be settled by bilateral discussions. Any dispute, disagreement or question arising out of or relating to the contract or relating to construction or performance, which cannot be settled amicably, may be resolved through arbitration. The standard clause of arbitration is as per forms DPM-7, DPM-8 and DPM-9 (Available in MoD website and can be provided on request).

25. Liquidated Damages. In the event of the Seller's failure to submit the Bonds, Guarantees and Documents, supply the stores/goods and conduct trials, installation of equipment, training, etc as specified in this contract, the Buyer may at his discretion, withhold any payment until the completion of the contract. The BUYER may also deduct



from the 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.

26. 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 one month 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 one month provided force Majeure clause is included in contract.
- (d) The Buyer has noticed that the Seller has utilized the services of any Indian/Foreign agent is getting this contract and paid any commission to such individual/company etc.
- (e) As per decision of the Arbitration Tribunal.

#### **GST / Sales Tax / VAT/TDS**

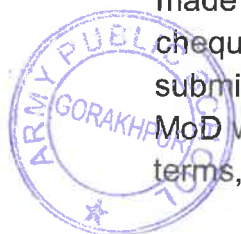
27. If it is desired by the Bidder to ask for GST/Sales Tax/VAT to be paid as extra, the same must be specifically stated. In the absence of any such stipulation in the bid, it will be presumed that the prices quoted by the Bidder are inclusive of GST/Sales Tax and no liability of GST/sales tax will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

28. On the Bids quoting GST/sales tax extra, the rate and the nature of GST/Sales Tax applicable at the time of supply should be shown separately. GST/Sales Tax will be paid to the Seller at the rate at which it is liable to be assessed or has actually been assessed provided the transaction of sale is legally liable to GST/Sales Tax and the same is payable as per the terms of the contract.

29. TDS will be applicable as per prevailing govt rules.

#### **PART IV – SPECIAL CONDITIONS OF RFP**

30. Payment Terms for Indigenous Sellers. It will be mandatory for the Bidders to indicate their bank account numbers and other relevant payment details so that payments could be made by concerned authority through ECS/EFT mechanism instead of payment through cheques, wherever feasible. A copy of the model mandate form prescribed by RBI to be submitted by Bidders for receiving payments through ECS is at Form DPM-11 (Available in MoD website and can be given on request). The payment will be made as per the following terms, on production of the requisite documents: -



(a) 100% payment on delivery/completion of work, testing and acceptance by the user will be made by crediting the amount to the Bank account of Seller by concerned authority.

31. Advance Payments. No advance payment(s) will be made.

32. Inspection Authority. The inspection will be carried out by Board of Officers, Army Public School, Gorakhpur. The mode of inspection will be Departmental Inspection/User inspection/joint inspection/self-certification.

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

(a) The seller warrants that the goods supplied/work completed under the contract conform to technical specification prescribed and shall perform according to the said technical specifications.

(b) The seller warrant for a period of 02 years from the date of acceptance of stores by Joint Receipt Inspection or date of installation and commissioning/ completion of work, whichever is later, that the goods/stores supplied under the contract and each component used in the manufacture there of shall be free from all types of defects/failures.

(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 45 days of notification of such defect received by the Seller, provided that the goods are used and maintained by the Buyer as per instructions contained in the Operating Manual. Warranty of the equipment would be extended by such duration of downtime. Record of the downtime would be maintained by the user in the logbook. Spares required for warranty repairs shall be provided free of cost by the Seller. The Seller also undertakes to diagnose, test adjust, calibrate and repair/replace the goods/equipment arising due to accidents by neglect or misuse by the operator or damage due to transportation of the goods during the warranty period, at the cost mutually agreed to between the Buyer and the Seller.

(d) The Seller also warrants that necessary service and repair back up during the warranty period of the equipment /stores shall be provided by the Seller and he will ensure that the downtime is within 5% of the warranty period.

(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.

(f) If a particular equipment/goods fails frequently and/or, the cumulative downtime exceeds 5% of the warranty period, the complete equipment/store shall be replaced free of cost by the Seller within a stipulated period of 30 days of receipt of





the notification from the Buyer. Warranty of the replaced equipment/store would start from the date of acceptance after Joint Receipt Inspection by the Buyer/date of installation of commissioning.

(g) Performance bank guarantee of 10% (as decided by APS SAMC) to be deposited by the supplier as form of fixed deposit and returned to the supplier after completion of warranty. Validity of bank guarantee should be made accordingly and in the name of APS, Gorakhpur.

(h) In case the complete delivery of Engineering Support Package is delayed beyond the period stipulated in this contract, the Seller undertakes that the warranty period for the goods/stores shall be extended to that extent.

34. Vendors may please submit the copy of the S.O./Job order/Work Order recently executed in r/o other similar formation/Army Est/Govt. Organization for the similar items with same specifications as applicable in instant proposal, with their Commercial Bids and made available during TPC/PNC.

35. During the non-performance/nonfunctioning of the Eqpt/stores supplied, the standby facility to run the integrated/associated Eqpt/Apparatus/store will be required within 12/24 Hours of the such call.

#### **PART V – EVALUATION CRITERIA & PRICE BID ISSUES**

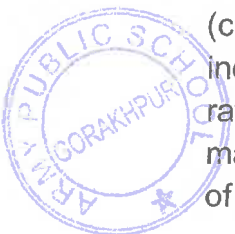
36. Evaluation Criteria. The broad guidelines for evaluation of Bids will be as follows :-

(a) The Lowest Bid will be decided upon the lowest price quoted by the particular Bidder. The consideration of taxes and duties in evaluation process will be as follows :-

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

(b) The Bidders are required to spell out the rates of Customs duty, Excise duty, GST, VAT, Service Tax, etc in unambiguous terms; otherwise, their offers will be loaded with the maximum rates of duties and taxes for the purpose of comparison of prices. If reimbursement of Customs duty/Excise duty/ GST/VAT is intended as extra, over the quoted prices, the Bidder must specifically say so, in the absence of any such stipulation it will be presumed that the prices quoted are firm and final and no claim on account of such duties will be entertained after the opening of tenders.

(c) If a Bidder chooses to quote a price inclusive of any duty and does not confirm inclusive of such duty so included is firm and final, he should clearly indicate the rate of such duty and quantum of excise duty included in the price. Failure to do so may result in ignoring of such offers summarily. If a Bidder is exempted from payment of Customs duty/Excise duty/GST/VAT upto any value of supplies from them, they



should clearly state that no excise duty 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 Customs duty/Excise duty/GST/VAT, it should be brought out clearly. Stipulations like, excise duty was presently not applicable but the same will be charged if it becomes liable later on, will not be accepted unless in such cases it is clearly stated by a Bidder that excise duty will not be charged by him even if the same becomes applicable later on. In respect of the Bidders who fail to comply with this requirement, their quoted prices shall be loaded with the quantum of excise duty which is normally applicable on the items in question for the purpose of comparing their prices with other Bidders. The same logic applies to Custom duty and GST/VAT also.

(d) Commercial Bid Suggested format is as under :-

- |     |  |   |
|-----|--|---|
| (a) | Name of Equipment/work/scope of work                     | - |
| (b) | Basic Price  | - |
| (c) | Cost of accessories & spares (to be specified item wise. | - |
| (d) | GST  | - |
| (e) | Any Other Tax  | - |
| (f) | Discount, if any   | - |
| (g) | Total (inclusive of all taxes & duties)                  | - |

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

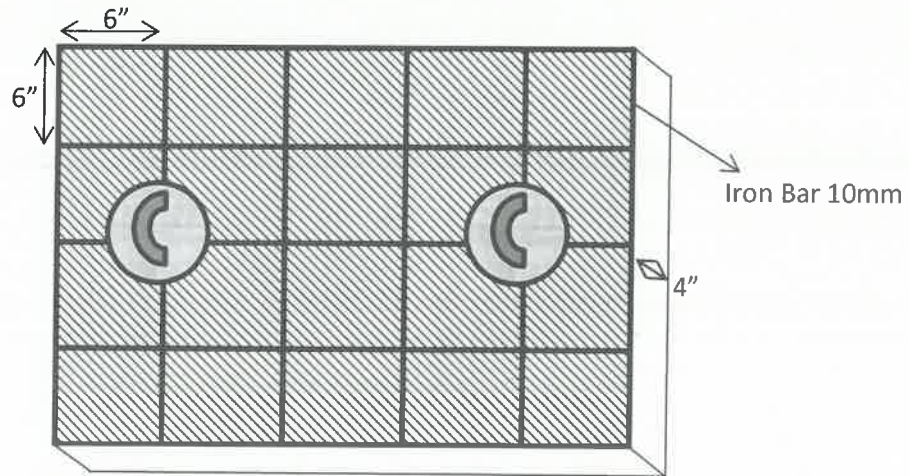
(f) The Lowest Acceptable Bid will be considered further for placement of contract/Supply Order after complete clarification and price negotiations as decided by the Buyer. The Buyer will have the right to award contracts to different Bidders for being lowest in particulars items. The Buyer also reserves the right to do Apportionment of Quantity, if it is convinced that Lowest Bidder is not in a position to supply full quantify in stipulated time.

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

**LIST OF VENDORS**



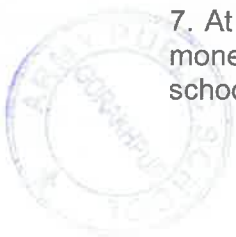
**TECHNICAL SPECIFICATION AND SCOPE OF WORK FOR CONSTRUCTION OF REMAINING DRAIN SLABS FOR ARMY PUBLIC SCHOOL, GORAKHPUR**



1. **DRAIN SLAB SIZE** - 3'-3" x 2'-0", 4'-2" x 2'-2" & 5'-0" x 3'-0"
2. **SCOPE OF WORK :-**
  - (a) Thickness – 4" including hook (two).
  - (b) 02 x Slab hooks on the same surface but not comes above the surface.
3. **MATERIALS :-**
  - (a) Cement - ACC/Ambuja/Ultratech. Date of manufacturing not older than 3 months.
  - (b) Sand - Yellow Morang (best quality).
  - (c) Gitti - ¾"
  - (d) Iron bar – 10 mm (3 Suti) (Tata / Kamdhenu / Gallent).
  - (e) Binding wire.
  - (f) Slab hooks
  - (g) Mixture Ratio - Cement : Sand : Gitti :: 1 : 2 : 2.
  - (h) Chemical - Dr Fix-it.
4. Warranty ( Minimum 02 years from the date of completion of work).

- Note:**
1. Bid submitted only on own letter head otherwise it will not be considered.
  2. Quotation will not be accepted without GST No (GST Certificate), Contact No / E-mail also mentioned in quotation.
  3. Rate valid up to six months from the last date of submission of bids.
  4. TDS will be deducted as per prevailing govt rules.
  5. E-way bill required for transaction of more than Rs 50,000/-.
  6. Disposal of waste materials must be done by the vendor.
  7. At the time of receiving supply order, the concerned vendor has to submit EMD / security money (10% of total quoted amount) in the name of Army Public School, Gorakhpur else school will deduct security amount at the time of payment.

  
**PRINCIPAL**  
Army Public School  
Gorakhpur



**Appendix 'B'**

(Refers to Para 2 of Tender Form)

**TENDER DOCUMENTS AND TERMS OF CONDITIONS FOR TECHNICAL BID**

**CONSTRUCTION OF REMAINING DRAIN SLABS FOR ARMY PUBLIC SCHOOL,  
GORAKHPUR**

The following documents and specification will also be submitted with Technical Bid :-

<b>S No</b>	<b><u>Documents/ Features of Items</u></b>	<b><u>Document Produced by Vendor Yes/ No</u></b>	<b><u>Remarks</u></b>
1	No of years of experience		
2	ITCC for last two years.		
3	List of establishments/organization where your firm is executing supply along with a zerox copy of work order/certificate of satisfactory performance		
4	Profile of company.		
5	Fixed Deposit Receipt of Rs _____/- (refundable)		
6	Feature and Specification Brochure for each items and each Brand are enclosed		
7	Terms and conditions accepted or not		



**Appendix 'C'**

(Refer to Para 2 of Tender Form)

**COMERCIAL BID FOR CONSTRUCTION OF REMAINING DRAIN SLABS FOR ARMY PUBLIC SCHOOL, GORAKHPUR**

Ser No	Work / Specification	Unit Rate incl all taxes & duties	Remarks
<b>1</b>	<b><u>DRAIN SLAB SIZE</u></b>		
(a)	3'-3" x 2'-0"		
(b)	4'-2" x 2'-2"		
(c)	5'-0" x 3'-0"		
<b>2</b>	<b><u>SCOPE OF WORK :-</u></b>		
(a)	Thickness – 4" including hook (two)		
(b)	02 x Slab hooks on the same surface but not comes above the surface.		
<b>3</b>	<b><u>MATERIALS :-</u></b>		
(a)	Cement - ACC/Ambuja/Ultratech - Date of manufacturing not older than 3 months		
(b)	Sand - Yellow Morang (best quality).		
(c)	Gitti - ¾".		
(d)	Iron bar – 10 mm (3 Suti) (Tata / Kamdhenu / Gallent).		
(e)	Binding wire.		
(f)	Slab hooks		
(g)	Mixture (Ratio) - Cement : Sand : Gitti :: 1 : 2 : 2.		
(h)	Chemical - Dr Fix-it.		

- Note:**
1. Bid submitted only on own letter head otherwise it will not be considered.
  2. Quotation will not be accepted without GST No., Contact No / E-mail also mentioned in quotation.
  3. Rate valid up to six months from the last date of submission of bids.
  4. TDS will be deducted as per prevailing govt rules.
  5. E-way bill required for transaction of more than Rs 50,000/-.
  6. Disposal of waste materials must be done by the vendor.
  7. At the time of receiving supply order, the concerned vendor has to submit EMD / security money (10% of total quoted amount) in the name of Army Public School, Gorakhpur else school will deduct security amount at the time of payment.

