

**TENDER NOTICE : CONSTRUCTION OF INDOOR BADMINTON COURT & ALLIED
WORKS FOR ARMY LAW COLLEGE, PUNE**

1. Army Law College (ALC), Pune invites offers in two bid system from established vendors for Construction of Indoor Badminton Court and allied works (size length 60 ft x width 40 ft) at ALC, Pune (at Kanhe Campus). For complete details and format of Request for Proposal (RFP), please log on to website of ALC Pune www.alcpune.com
2. Date of commencement of issue of RFP & Application Form : 02 Jan 2021
3. Last date for submission of RFP & Tender Documents : 18 Jan 2021 (1100 hours)
4. Opening of Technical Bid : 18 Jan 2021 (1200 hours)
5. Opening of Commercial Bid : 21 Jan 2021 (1000 hours) (Tentative)
6. Earnest Money Deposit (Bid security) : No EMD/ Bid Security is payable by MSEs and firms registered with firms registered with concerned Ministries / Departments. The "Bid Security Declaration" as per the format at Annexure I to tender will be submitted by all bidders.
7. Cost of RFP & Application form : ₹ 500/- (Rupees five hundred only) Non refundable. To be paid in form of DD in favour of Institutional Fund Account, Army Law College or to be collected personally/by rep of vendors by paying cash at ALC Pune.
8. All conditions and parameters will be evaluated with reference to the firms submitting tenders. ALC reserves the right to reject any/all applications without assigning any reason whatsoever. No brokers/intermediaries shall be entertained
9. For further enquiry please contact No 9168513509 (Registrar & HOA).

(Dr. Shashikant Hajare)
Principal
Army Law College, Pune

REQUEST FOR PROPOSAL (RFP) FOR CONSTRUCTION OF INDOOR BADMINTON COURT AND ALLIED WORKS AT ALC, PUNE (AT KANHE CAMPUS).

1. **Scope of Work.** Army Laws College, Pune (henceforth referred as ALC) intends to construct Indoor Badminton Court and allied works for students of Army Law College Pune.

Location	Works Details
Army Law College, Pune (Campus at Sai Baba Seva Dham) Village, Kanhe, Taluka-Maval, Distt-Pune 412106	Construction of Indoor Badminton Court (Fabricated Shed Structure with length 60 ft width 40 ft) with Synthetic PVC Flooring, Turbo-ventilators , Inclined LED Lights with complete wiring, gears, switches, panels, accessories & Allied Works at ALC, Pune (Kanhe Campus).

2. **Terms of Execution of work and Liquidated Damages.** The supply and construction of work is to be completed in a period of 75 days from the date of issue of work order by the Army Law College, Pune or within the stipulated period specified in the work order for the schedule of installation. Any delay in completion of the work over the stipulated period will attract a penalty of 0.5% of the contract value as per subject to a maximum of 10% of the contract value. Army Law College, Pune reserves the right to recover these amounts by any mode. Liquidated damages shall be calculated per week basis. Part week will be treated as a week for this purpose.

3. **Open Tender Enquiry.** The tendering process shall follow a two bid system viz, Technical Bid and Financial Bid (Annexure IV & VI). Both the bids are to be submitted in separate sealed envelopes prominently marked as “**Technical Bid**” and “**Financial (Commercial) Bid**”. Both these envelopes along with “Bid Security Declaration” should be enclosed in a third separate sealed cover prominently super subscribed as:

“**Tender for Construction of Indoor Badminton Court and Allied Works at ALC Pune**”.

4. **Bid Security Declaration.** Bid Security or EMD will not be chargeable in respect of Micro and Small Enterprises (MSEs) and the firms registered with concerned Ministries/ Department till 31.12.2021, as per the Government of India, Ministry of Finance Circular No. F/ 9/4/2020-PPO dated 12 Nov 2020. All concerned bidders will submit a “**Bid Security Declaration**” accepting that if they withdraw or modify their bids during period of validity etc. they will be suspended for the time specified in the tender documents. The prescribed format of “Bid Security Declaration” is as at Annexure I.

5. **Date/Time and Address of Submission.** The tender documents should be submitted in original, duly signed and stamped and should be submitted in the tender box located at Security Gate of the College. Tenders should be received not later than 1100 hours on **18 Jan 2021**. Technical bids will be opened in the presence of the vendor/authorized representatives at 1200 hours on **18 Jan 2021**.

6. **Technical Bid (TO).** The technical bid should be complete in all respects and contain all the information asked in the document. It should not contain any price information. However, TO should confirm that all required rates have been quoted in the financial bid. All documents duly signed/self attested will be submitted with Technical Bid comprising the following:-

- (a) Covering letter on the prescribed format as at Annexure II.
- (b) The “Bid Security Declaration” as per format at Annexure I to tender will be submitted by all bidders.

- (b) Suppliers profile as Annexure III.
- (c) Technical specifications complete with all rows and columns filled as Annexure IV.
- (d) Details of reference sites as per Annexure V.
- (e) Documents (product brochures, leaflets, manual etc.) neatly stapled.

7. **Stages of Evaluation.** The evaluation will be processed in the following stages:-

- (a) Stage 1 - Assessment of Technical Eligibility based on Technical Bid.
- (b) Stage 2 - Assessment of Commercial Bid.
- (c) Stage 3 - Forward Completion: Being turnkey project completion acceptance is completion of entire project.

8. **Commercial/Financial Bid.** The Commercial bid (Annexure VI), should contain relevant price information and the rates should be quoted in INR only. The commercial bid should not contradict the Technical Bid in any manner. The Commercial Bid should comprise the commercial version of Bill of Material as per **Annexure VI** and must contain all the price information. The offer from the supplier should be strictly as per specifications given at Annexure III and the Army Law College, Pune shall reject any offer with multiple options.

9. **Other Terms and Conditions:-**

- (a) The ALC shall shortlist vendor(s) who satisfy the technical and other requirements laid down in the document. Short listed vendor(s) shall be notified telephonically/e-mail/post and may send authorized representatives to be present at the time of opening of technical bid. Commercial bid shall be opened only of those vendors who are found suitable technically.
- (b) Corrections/alterations to the tender document must be authenticated failing which offer will be rejected.
- (c) Commercial offer will be on fixed basis. No upward revision in the price will be considered on account of subsequent increase in taxes etc. However, any subsequent decrease shall be passed on to the ALC Pune.
- (d) Price finalised shall remain valid for 04 months from date of finalisation of deal.
- (e) The item rates should include full, final and entire completion of all works in all respects described in the contract. Vendor must quote rate for all items of work. ALC shall be bound to accept the lowest tender and reserves the right to accept or reject any or all the tenders without assigning any reason whatsoever.
- (f) Tenders received late shall be rejected.
- (g) **Each page of the tender shall be signed and stamped by the vendor. Any page not signed will be rejected.**
- (h) The offer document should indicate the warranty clause as referred in Annexure IV.

STANDARD CONDITIONS OF THE RFP

10. The term and conditions for Tender procure and execution of the contract will be read in conjunction with request for proposal and the clarification as per succeeding para graphs.
11. **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.
12. **Effective Date of the Contract**. Normally the contract shall come into effect on the date of signatures of both the parties on the contract except when some other effective dates is mutually agreed to and specifically indicated/provided in the contract. The deliveries and supplies and performance of the services shall commence from the effective date of the contract.
13. **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 constructions 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 DMP-9 (available in MOD website and can be provided on request).
14. **Penalty for Undue Influence**. The contractor 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 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 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 Contractor 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 had been committed shall be final and binding on the Contractor. Giving or offering of 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 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.
15. **Agents/Agency Commission**. The contractor confirms and declares to the Buyer that the contractor is the original manufacturer of the stores/provider of the services referred to in this Contract and has not engaged any individual or firm, whether Indian or foreign whatsoever, to intercede, facilitate or in any way to recommend to the Government of India or any of its functionaries, whether officially or unofficially, to the award of the contract to the Contractor; 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 contractor 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 Contractor has engaged any such individual/firm, and paid or intended to pay any amount, gift, reward, fee, commission or consideration to such person, party, firm or institution, whether before or after the signing of this contract, the Contractor will be liable to refund that amount to the Buyer. The Contractor 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 contractor 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.

16. **Access of Book of Accounts.** 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 clauses relating to Agents/Agency Commission any penalty for use of undue influence, the Contractor, on a specific request of the Buyer, shall provide necessary information/inspection of the relevant financial documents/information.

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

18. **Liquidated Damages.** In the event of the Contractors 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 CONTRACTOR as agreed, liquidated damages to the sum of 0.5% of the contract price of the Contract less taxes mentioned above for every week of delay or part of week, subject to the maximum value of the Liquidated Damages being no higher than 10% of the value of the Contract less taxes.

19. **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 clauses not attributable to Force Majeure For more than three months after the scheduled date of delivery.
- (b) The Contractor is declared bankrupt or becomes insolvent.
- (c) The delivery of material is delayed due to clauses 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.

20. **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 FAX or registered pre-paid mail/air mail, addressed to the last known address of the party to whom it is sent.

21. **Transfer and sub-letting.** The Contractor 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.

22. **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, copy rights, registered charges, trademarks and payments for any other industrial property rights. The Contractor 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 Contractor shall be responsible for any 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.

23. **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.

24. **Taxes & Duties.**

(a) **In respect of Indigenous Bidder**

General

(i) If the Bidder desires to ask for excise duty or sales Tax/VAT/GST extra, the same must be specifically stated. In 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.

(ii) If reimbursement of any duty/Tax 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 duty/tax will be entertained after the opening of tenders.

(iii) If a Bidder chooses to quote a price inclusive of any duty/tax and does not confirm inclusive of such duty/tax so included is firm and final, he should clearly indicate the rate of such duty/tax and quantum of such duty/tax included in the price. Failure to do so may result in ignoring of such offers summarily.

(iv) If a Bidder is exempted from payment of any duty/tax upto any value of supplies from them, he should clearly state that no such duty/tax will be charged by him up to the limit of exemption which he may have. If any concession is available in regard to rate/quantum of any duty/tax, it should be brought out clearly. Stipulations like, the said duty/tax was presently not applicable but the same will be charged if it becomes leviable later on, will not be accepted unless in such cases it is clearly stated by a Bidder that such duty/tax will not be charged by him even if the same becomes applicable later on. In respect of the Bidder, who fail to comply with this requirement, their quoted prices shall be loaded with the quantum of such duty/tax which is normally applicable on the item in question for the purpose of comparing their prices with other Bidders.

(v) Any change in any duty/tax upward/downward as a result of any statutory variation in excise taking place with contract terms shall be allowed to the extent of actual quantum of such duty/tax paid by the supplier. Similarly, in case of downward revision in any duty/tax, the actual quantum of reduction of such duty/tax shall be reimbursed to the Buyer by the Contractor. All such adjustments shall include all reliefs, exemptions, rebates, concession etc. if any obtained by the Contractor.

(b) **Sales Tax/VAT/GST**

(i) If it is desired by the Bidder to ask for Sales tax/VAT/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 Basic Cost and Taxes as applicable which must be mentioned separately by the bidder at the time of Liquidated Damages and no liability in respect of the Taxes will be developed upon the Buyer.

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

25. **Payment Terms.**

(a) 100% payment will be released after delivery against successful installation, configuration and inspection note by CONTRACTOR and acceptance testing by the USER, trial and submission of documents.

(b) **Advance Payments.** Advance payment(s), on specific request of the contractor along with appropriate bills, in respect of cost of stores delivered at the construction site not exceeding 25% cost of the contract value whichever is less may be paid subject to approval of the Competent Authority.

26. **Performance Security.** The CONTRACTOR is liable to deposit Performance Security @ 3% of the contract value which will be valid for a period of sixty days beyond the date of completion of contractual obligations, including warranty.

27. **Risk & Expense clause.**

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

(b) Should the stores or any instalment thereof not perform in accordance with the specifications/parameters provided by the CONTRACTOR 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 Supply Order, to cancel the Supply Order 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 CONTRACTOR 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 Supply Order being wholly determined the balance of the stores remaining to be delivered there under.

28. **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 such which has become due on account of receipt of goods under the provisions of the present Supply Order), if the non-performance results from such force Majeure circumstances as flood, fire, earthquake and other acts of God as well as War, Military operation, blockade, Acts of Actions of State authorities or any other circumstances beyond the parties control that have arisen after the conclusion of the present Supply Order.

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

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

(d) Certificate of Chamber of Commerce (Commerce and Industry) or other competent authority or organization 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 Supply Order 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 received.

29. **Specification.** The following specification clause will form Part of the Supply Order placed on successful Bidder – The Contractor guarantees to meet the specifications as per Annexure IV of the RFP and to incorporate the modifications to the existing design configuration to meet the specific requirement of the Buyer services as per modifications/requirements recommended after the Maintenance evaluation Trials. All technical literature and drawings shall be amended as the modifications by the Contractor before supply to the Buyer. The contractor, in consultation with the Buyer, may carry out technical up gradation/alteration in the design, drawings and specifications due to change in manufacturing procedures, indigenisation or obsolescence. This will, however, not in any way, adversely affect the end specifications of the equipment. Changes in technical details, drawings repair and maintenance techniques along with necessary tools as a result of upgradation/alteration will be provided to the Buyer free of cost within 15 days of affecting such upgradation/alteration.

30. **Inspection Authority.** The Inspection will be carried out by the Board of Officers. The mode of inspection will be departments Inspection/User Inspection/Joint Inspection/self-certification.

31. **Claims.** The following claims clause will form part of the supply order placed on successful Bidder: -

(a) The quality claims for defects or deficiencies in quality noticed during the JRI shall be presented not later than 45 days of completion of JRI and acceptance of goods. Quality claims shall be presented for defects or deficiencies in quality noticed during warranty period earliest but not later than 45 days after expiry of the warranty period. The quality claims shall be submitted to the contractor as per form DPM-23 (Available in MOD website and can be given on request).

(b) The Contractor shall clear the defective or rejected goods from the construction site of the Buyer and deliver the repaired or replaced goods at the same location under Contractor's arrangement.

(c) Claims may also be settled by reduction of cost of goods under claim from bonds submitted by the Contractor or payment of claim amount by contractor through demand draft drawn on an Indian Bank, in favour of Principal Controller /Controller of Defence Accounts concerned.

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

32. **Warranty.** The following warranty will be form part of the Supply Order placed on the successful Bidder:-

(a) The Contractor warrants that the goods supplied under the Supply Order conform to technical specifications prescribed and shall perform according to the said technical specifications.

(b) The Contractor warrants for a period of 24 months from the date of acceptance of stores by Joint Receipts Inspection or date of installation and commissioning, whichever is later, that the goods/stores supplied under the Supply Order and each component used in the manufacture thereof 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 contractor shall either replace or rectify the same free of charge, within a period of 30 days of receipt of notification of such defect by the Contractor, provided that the facilities created/ goods are used and maintained by the Buyer as per the instructions contained in the Operating Manual.

(d) The contractor also warrants that necessary service and repair back up during the warranty period of the equipment shall be provided by the contractor and he will ensure that the downtime in r/o such repair is not more than 30 days.

(e) The contractor 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 down time exceeds 50% of the warranty period, the complete equipment shall be replaced free of cost by the contractor within a stipulated period of 30 days of receipt of the notification from the Buyer. Warranty of the replaced equipment would start from the date of acceptance after Joint Receipt Inspection by the Buyer/date of installation and commissioning.

(g) **AMC.** No AMC (Annual Maintenance Contract) will be applicable for this project.

33. **Product Support.** The following product support clause will form part of the Supply Order placed on successful Bidder:-

(a) The contractor agrees to provide Product support for the stores assemblies/subassemblies fitment items and consumables, special maintenance tools (SMT/Special Test equipment subcontracted from other agencies/manufacture by the Contractor for maximum period of two year of warranty period after the delivery of items mentioned in this RFP. The complete construction works shall bear two years' warranty against structural and material defects including water seepage.

34. **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 Systems, the technical Bids forwarded by the Bidders will be evaluated by the Buyer with reference to the technical characteristics of the project as mentioned in the RFP. The compliance of technical Bids would be determined on the basis of 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 particular Bidder as per the Price Format given at Annexure VI of the RFP, being a turnkey project. The consideration of taxes and duties in evaluation process will be as follows: -

(i) In cases where only Indian Bidder are competing, L1 bidder will be determined by excluding levies, taxes and duties levied by Central/State/Local governments such as excise duty, VAT, Service Tax, Octoroi/entry tax etc on final product, as quoted by bidders

(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 negotiations as decided by the Buyer. The Buyer will have the right to award contracts to different Bidders for being lowest in particular items. The Buyer also reserves the right to do Apportionment of quantity, if it is convinced that Lowest Bidder is not in position to supply full quantity in stipulated time.

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

35. **Price Bid Format (to be used for L-1 determination)** The Price Bid Format in general is as required under Annexure VI of RFP .

36. **Additional information in Price Bid on taxes and duties (Not in Scope of L-1 determination) :-**

(a) GST

(b) Any other Taxes / Duties

BID SECURITY DECLARATION

To,
The Principal
Army Law College, Pune
(On Pune-Mumbai Highway, NH-4)
Kanhe, Taluka-Maval
Distt- Pune 412106

Sir,

Ref: Your RFP for Construction of Indoor Badminton Court and allied works at Army Law College, Pune (at Kanhe Campus)

1. With reference to the above RFP, having examined and understood the instructions, terms and conditions forming part of the RFP, we hereby undertake to accept the terms and conditions as per Request For Proposal in respect of Construction of Indoor Badminton Court and allied works at Army Law College, Pune.

2. **We further undertake to accept that if we withdraw or modify our bids during the period of validity etc., we shall be liable to be suspended for the time specified in the tender documents.**

Yours faithfully,

(Authorised signatory)
Name & Designation, Seal of Firm

Date:

(Letter to the Army Law College on Supplier's Letterhead)

To,
The Principal
Army Law College, Pune
(On Pune-Mumbai Highway, NH-4)
Kanha, Taluka-Maval
Distt- Pune 412106

Sir,

Ref: Your RFP for Construction of Indoor Badminton Court and allied works at Army Law College, Pune (at Kanha Campus)

1. With reference to the above RFP, having examined and understood the instructions, terms and conditions forming part of the RFP, we hereby enclose our offer for empanelment and subsequent Construction of Indoor Badminton Court and allied works detailed in above RFP.
2. We confirm that we have not been disqualified by any PSU, Govt organisation for construction of Toilet Block and allied works.
3. We further confirm that the offer is in conformity with the terms and conditions ad mentioned in the RFP. We also confirm that offer shall remain valid for a period of 120 days (4 months) from the date of opening of the Technical Bid and also that the price finalized will remain valid for a period of 120 days (04 months) from the date of such finalization.
4. We understand that the ALC is not bound to accept the offer either in part or full and that the ALC has the right to reject the offer in full or in part without assigning any reason whatsoever.

Yours faithfully,

(Authorised signatory)
Name & Designation, Seal of Firm

Date:

SUPPLIER'S PROFILE

1.	Name of the Organisation/ company and address:	
2.	Year of establishment	
3.	Whether registered with Registrar of Companies/firms/MSME, If so, mention number date and enclose copy of registration certificate	
4.	Name of Director/ Principal Partner/Proprietor	
5.	Name and address of Bankers	
6.	Turnover of company (2017-18, 2018-19, 2019-20)	
7.	Whether registered for GST? Mention GST No	
8.	Whether registered for Income Tax? Mention PAN No & attach last two Financial Year's Income Tax Return	
9.	Is the company a dealer/ distributor/ registered contractor	
10.	Since how long has the company been dealing in construction works.	
11.	If you have provided similar services in other Govt offices/PSUs, please give details of the projects completed & attach proof of work	
12.	Furnish name of important organizations where you have done construction of Sports Infrastructure (Attach their work order and completion certificate).	
13	<u>Certificate.</u> Certified that the above information is true. We have no objections to enquiries being made about our credentials.	

(NOTE: All documents/attachments except originals will be self-authenticated by the Proprietor/Owner)

Place:

Signature

Date:

Name and designation seal of firm/company

TECHNICAL COMPLIANCE MATRIX: CONSTRUCTION OF INDOOR BADMINTON COURT

Attention: To be compulsorily filled. Any unfilled portion shall be termed as not compliant and your bid may be summarily rejected.

Work:- **Construction of Indoor Badminton Court (60 ' x 40' plinth area)**

<u>S/No</u>	<u>Main Features</u>	<u>A/Unit</u>	<u>Area/Qty</u>	<u>Compliance</u>
1.	<p>General. -Plinth 60'x40' with synthetic court, incl poles, marking. -Side wall with 6-8 windows and a door. -Fabricated Shed 25-27 ft high supported by MS pipe beams, with 02 Doors & 08 windows, complete badminton court lights, sky lights with complete gears, wiring, switches and panels. -Shed will have 8x wind driven, SS turbo ventilators with complete mountings. Indoor lighting including 06 sky lights and 08 badminton court 150W LED inclined lights with complete wiring, switches, control gears and control panel. -Court with 4.5mm BWF specification vinyl flooring, complete marking & specified Poles.</p> <p>SUB BASE : Soling: Excavation, levelling & compacting of the existing surface, Slope maintain to avoid surface water stagnation. Through Cleaning of Surface, application of weed cleaning& anti-termite solution. WMM: Providing 60 to 40 mm layer of stone metal including murum filling, water curing, rolling compaction and cleaning (Thickness 100 mm, and rolling with 8-10-ton roller) Spreading bitumen grade 60/70. BM Carpet 35 mm: Providing Stone Metal size 12 mm to 20 mm aggregate with bitumen 3.5 % to 4% mixing with metal including compaction and rolling with 8-10-ton roller. Seal Coat 15 mm: Providing 6 mm stone metal & mixing it with 4.5% to 5 % bitumen (grade is 60 to 70). Thickness Layer 15 mm. Layer to be levelled, Compacted, Cold Rolling to be done along with dust spreading</p> <p>Provision of anti skid ceramic floor tiles, in indoor court area other than the playing court- 1238 Sqft</p>	Sqft	2400	
2.	Edge/Toe wall on Three sides, with all round parapet 2 ft wide, of RCC/paver block at base of toe wall, sloped to drain away water	Rft	200	

3.	<p>FLOORING: BWF 4.5 MM VINYL FLOORING TOTAL THICKNESS – 4.5 mm BWF approved Colour: Product Specification: The product is made up of PVC wear-resisting coat, fibre-glass reinforced layer and PVC Foaming buffer layer. The brand-new material and pure PVC (100%) wear-resisting coat has been processed with age inhibiting and tightening techniques, performing well in resisting wear and pressure. Its service Life could be as many as 15 years. The fibre-floss reinforced layer could help stabilise the court size and prolong the service life, Making the floor unable to shrink. Such steady performance would surely help the athletes to obtain better achievements. The design of the enclosed PVC foaming buffer layer imitates the air bed and achieves ultimate performance in rebounding and absorbing shock, hence guaranteeing the safety. The shock absorption rate attains 30% to 50%. Complete court marking.</p>	Sqft	1162	
4-	<p>FABRICATION WORK IN R/O SHED FINISHING WITH GALVALUME/ZINCALUME COATED METAL ROOFING SHEETS AND STRUCTURAL STEEL WORKS, CURVED SHEETS TO BE PROVIDED AT EDGES WITH FLASHING ALONG WALL (NO GUTTERS AND RAINWATER DOWNTAKE PIPES WILL BE ACCEPTED), WALL CLADDING TO BE DONE WITH GALVALUME/ZINCALUME COATED SHEETS, COLOUR COMBINATION TO BE DECIDED BY CLIENT AT LATER STAGE FROM AVAILABLE OPTIONS COMPLETE:</p> <p>ONE OUT OF FOLLOWING THREE OPTIONS WITH DESIGN FROM AN AUTHORISED STRUCTURAL CONSULTANT.</p> <p>A) CONVENTIONAL SHED B) P.E.B. PRE ENGINEERED BUILDING C) TRUSSLESS ROOF SHEETING</p> <p>All the above design will also have to contain the following: 02x doors with MS frame, Complete:7*4 ft 08x Window:4*5 feet with MS/Aluminium frame and sliding glass fitted panels Wind Driven Turbo Ventilators*8 Nos, 600mm, stainless steel, with mountings.</p> <p>Structural design/ modifications if any will be submitted to Project Er Army Law College.</p>	Sqft	Plinth: 2400 60’X40’X27’	

5.	Electrical Works & Lights: Electrical works including complete wiring, casing, capping, laying of cable, mounting etc, Installation of indoor sky lights -06 Nos, Side wall mounted 120 deg 150W, IP 25-65, cool white, Badminton Court LED lights -8 Nos, Complete control gears, separate switches and electric panel.	As per actual	01	
6.	Net Poles : Supply of Posts as per BWF specification	Set	01	
7.	WARRANTY (against material & structural defects including court flooring)	The Complete Construction work will be under Two Years' Warranty.		

Place:

Signature

Date:

Name and designation seal of firm/company

Note :- The Technical Bid will be evaluated on the basis of acceptance of items as per the Technical Matrix Compliance (Annexure III)

DETAILS OF REFERENCES**Reference 1**

(a)	Name of company	
(b)	Address of the company	
(c)	Name and designation of the reference	
(d)	Contact details of reference (i) Land Line Number (ii) Cell Number (iii) e-mail ID	
(e)	Details of construction of Indoor Badminton court done in last three years (Attach proof of Work Order No, date of order and quantity)	

Reference 2

(a)	Name of company	
(b)	Address of the company	
(c)	Name and designation of the reference	
(d)	Contact details of reference (i) Land Line Number (ii) Cell Number (iii) e-mail ID	
(e)	Details of construction of Indoor Badminton court done in last three years (Attach proof of Work Order No, date of order and quantity)	

Place:

Signature

Date:

Name and designation seal of firm/company

Annexure VI

COMMERCIAL BID: CONSTRUCTION OF INDOOR BADMINTON COURT AND ALLIED WORKS AT ARMY LAW COLLEGE, PUNE (KANHE CAMPUS)

(a) Basic cost of the item/items:-

<u>S. No</u>	<u>Item</u>	<u>Qty</u>	<u>Amount</u>
(i)	Construction of Indoor Badminton Court and Allied Works (As per the Provisions in Technical Matrix- Annexure III)	01 (One)	
(ii)	TOTAL Basic Price		

(b) If **GST** applicable:

(i) Rate of GST : _____

(ii) Total GST Amount on basic price : _____

(c) **GRAND TOTAL (a) to (b) above** : _____

Place:

Signature

Date:

Name and designation seal of firm/company

Note:- Commercial bid can be submitted duly printed on Firm's/Company's Letter head or on page 16 above with Office seal and signature.