

REQUEST FOR PROPOSAL (RFP)

(ARMY INSTITUTE OF TECHNOLOGY (AIT), PUNE)

Invitation of Bids for Provision of Resurfacing of Internal Roads in AIT

Request for Proposal (RFP) No 288/2024 dated 30 Dec 2024

1. Bids in sealed cover are invited for supply of items listed in Part III of this RFP. Please superscribe the above mentioned Title, RFP number of the 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 this RFP are given below –
 - (a) Bids/queries to be addressed to : Project Office, Army Institute of Technology, Dighi, Alandi Road Pune – 411015.
 - (b) Postal address for sending the Bids : Project Office, Army Institute of Technology, Dighi, Alandi Road Pune – 411015.
 - (c) Name/designation of the contact personnel : Prof Rushikesh H Patil (Project Officer)
 - (d) Telephone numbers of the contact personnel : 7249250184/185 Extn 2106
 - (e) e-mail id of contact personnel : project@aitpune.edu.in
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 tenders, Validity period of tenders, etc.
 - (b) **Part II** – Contains essential details of the items/services required, such as the Schedule of Requirements (SOR), Technical Specifications, Delivery Period, Mode of Delivery and Consignee details.
 - (c) **Part III** – Contains Standard Conditions of RFP, which will form part of the Contract with the successful Bidder.
 - (d) **Part IV** – Contains Special Conditions applicable to this RFP and which will also form part of the contract with the successful Bidder.
 - (e) **Part V** – Contains Evaluation Criteria and Format for Price Bids.

sent by fax 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 No bid may be withdrawn in the interval between the deadline for submission of bids and expiration of the period of bid validity specified.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 bid security.

14. 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.

15. 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.

16. 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 delisted for the given range of items as mentioned in this RFP.

17. Validity of Bids: The Bids should remain valid till three months from the last date of submission of the Bids.

18. Tender Fee:- Bidders are required to submit Tender Fee for amount of Cost of Tender 1,000/- along with their bids. The Tender Fee may be submitted in the form of an Account Payee Demand Draft in favour of Army Institute of Technology.

19. Earnest Money Deposit:- Bidders are required to submit Rs – 40,000/- (Forty Thousands only) as Earnest Money Deposit (EMD) along with their bids. The EMD may be submitted in the form of an Account Payee Demand Draft in favor of Army Institute of Technology. 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 whatsoever, after the receipt of Performance Security from them as called for in the contract. The EMD will be forfeited if the bidder withdraws or amends, impairs or derogates from the tender in any respect within the validity period of their tender. EMD is exempted for firms having MSME, Udyam Adhar or any equivalent Govt Certificate.

(g)	M&L for painting 2mm thick with thermoplast fluorescent paint of colour white or golden yellow or any other shade conforming to BS standard 3262 with 20% glass beads (inrer mixed) applied hot with automatic (commercial)machine drive in strips after preparation of surfaces as per manufacturer's instruction & according to the specifications laid down by IRC & most (ministry of surface transport) specifications 2001(4 th revision) making lines broken lines/dashes arrows etc. on Roads and other like surfaces exceeding 10 cm but not exceeding 20cm in width or girth complete all as specified and directed.	77.00	Sqm		
(h)	S&F bi-directional reflective type road stud (cat eyes) with 6 LEDs, colour as approved by project officer, made of plastic body moulded from Hips (Hi-impact polystrene) or ABS plastic conforming to ASTMD type 4280 type Hand complying to specifications of category A and reflective panels consisting of number of lenses containing single or dual prismatic cubes capable of providing total internal reflection of light entering the lens face with height not exceeding 20mm and length and width 100mm (not exceeding surface shall be 130mm) and the area of each retro reflecting surface shall be 13 sqm on each face and shall preferably be 35+_5 degree slope to base to face fixed as per manufacture's instruction, complete all as specified and directed Make :- 3m/TATA BP Solar/SA Traffic safty Kolkota/Bons loght Pvt Ltd, Ahmedabad/Asian control Mumbai	20.00	Each		
(i)	S&F delinator DA-952 Gp of size 700x50 mm ABS round body fitted with 100mm dia highly reflective W stabilised in colour as approved by project officer mounted on MS pipe 50mmdia provided with anti rust & anti theft arrangement including PCC foundation of size 150x150x300mm with PCC 1:3:6 type C1 including necessary earthwork excavation in any soil,removed and disposal of spoil complete all as specified and directed by project officer.	06	Each		

NB : Please visit the actual site before submitting quotations.

supplies and performance of the services shall commence from the effective date of the contract.

27. 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. In all these matters the decision of the Director, AIT shall be final and binding.

28. 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.

29. Liquidated Damages: In the event of the Seller's failure to submit the Bonds, Guarantees and Documents, complete the work, supply the stores/goods and conduct trials 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 5% of the value of delayed stores.

30. 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 work is delayed for causes not attributable to Force Majeure for more than 12 weeks after the scheduled date of completion.

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

(c) The work is delayed due to causes of Force Majeure by more than 15 Weeks 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.

31. 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.

32. 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.

33. 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.

36. Payment Terms for Contractor –

(a) 100% on completion of work and on recommendation of a Board of Officers detailed to check the work by AIT.

37. Risk & Expense clause –

(a) Should the work done within the time or times specified in the contract documents, or if the work is inferior quality, 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 work 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 thereunder.

(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. Such recoveries shall not exceed 10% of the value of the contract."

38. 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 other acts of God as well as War, Military operation, blockade, Acts or Actions of State Authorities or 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 period 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 immediately, 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 authority or organization of the respective country shall be a sufficient proof of commencement and cessation of the above circumstances.

42. Inspection Authority.

The Inspection will be carried out by Board of Officers appointed by Buyer.

43. Franking clause.

The following Franking clause will form part of the contract placed on successful Bidder –

(a) Franking Clause in the case of Acceptance of Goods "The fact that the goods have been inspected after the delivery period and passed by the Inspecting Officer will not have the effect of keeping the contract alive. The goods are being passed without prejudice to the rights of the Buyer under the terms and conditions of the contract".

(b) Franking Clause in the case of Rejection of Goods "The fact that the goods have been inspected after the delivery period and rejected by the Inspecting Officer will not bind the Buyer in any manner. The goods are being rejected without prejudice to the rights of the Buyer under the terms and conditions of the contract."

44. Warranty/ Defect Liability Period -

(a) The contractor has to ensure initiation for rectification in a reasonable period within three days of the defect being intimated. Defect to be completed in a reasonable period as per the Engineering practice. The Customer may invoke the bank guarantee in case contractor fails to ensure rectification of defects within the reasonable period of the defect being intimated.

(b) In order to ensure the quality during this period, contractor shall provide maintenance support the following: -

- i. Contractor will ensure that the quality will continue exactly the same manner as at the time of acceptance.
- ii. Contractor will carry out preventive maintenance once in every 3 months during warranty period.

45. Support beyond Warranty/ Defect Liability Period. In order to ensure the quality during the life time contractor shall guarantee to provide support for this entire duration.

46. Conditions during Warranty/ Defect Liability Period. The contractor should fulfil the following conditions during the warranty :-

(a) Any complaint regarding work thereof should be rectified reasonable period as per the Engineering practice.

(b) If the correction process delayed beyond the reasonable period, penalty at the rate of Rs 500/- (Rs Five hundred only) per day will be charged or recovered out of the Bank Guarantee held towards the warranty. In case of any major damage for more than the reasonable period, Customer has the option to get it repaired from any suitable agency at the risk and cost to be borne by the contractor, which will be deducted from the Bank Guarantee due to contractor.

is convinced that Lowest Bidder is not in a position to supply full quantity in stipulated time.

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

48. Price Bid Format: The Price Bid Format is given below and Bidders are required to fill this up correctly with full details, as required under part – II of RFP.

(a) Basic cost of the item/items:

Sr No	Item	Quantity	Unit Price	Total
1	Resurfacing of Internal Roads	As per Part –II of this tender document		
Total of Basic Cost				
Total of Basic Cost (Amt in Words)				

(b) Any other item - Rs - _____/-

(c) Grand Total of above : Rs - _____/-

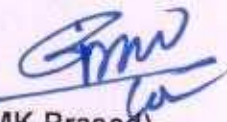
(d) GST Amount (If applicable) - Rs - _____/-

Grand Total of above (In words) –

Note – Determination of L1 contractor will be done based on Grand total of Basic Price [(a) to (c)] (not including GST).

AIT/0810/288/2024-25/Proj

Dated : 30 Dec 2024


(MK Prasad)
Col
Jt Director
For Director