

ARMY PUBLIC SCHOOL, DANAPUR CANTT

REQUEST FOR PROPOSAL (RFP) AGAINST LIMITED TENDER

PURCHASE OF INTERACTIVE FLAT PANEL (IFP) FOR APS GAYA (ON LOAN)

1. The bids under limited tender inquiry are invited by the Chairman, Army Public School, Danapur Cantt for procurement of equipment listed in Part II of this RFP.

2. This RFP is divided into five parts.

(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 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 Vendor/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.

3. 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.

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

- | | | |
|-----|--|---|
| (a) | Bids/queries to be addressed to | : APS, Danapur Cantt |
| (b) | Postal address for sending the Bids | : APS, Danapur Cantt
Patna (Bihar)-801503 |
| (c) | Name/designation of the contact Personnel | : Ex (Hony Capt) R K Mishra
Head Clerk
APS, Danapur Cantt |
| (d) | Telephone numbers of the contact personnel | : 06115-221840 / 8709341775 |
| (e) | Official E-mail id | : apsdanapur@awesindia.edu.in |


(Mrs Dharmsheela Pandey)
Principal
APS, Danapur Cantt

PART I - GENERAL INFORMATION1. Critical Date Sheet

S No	Items	Date	Time
1.	Published date	22 Mar 2024	1000 hrs
2.	Bid submission start date	22 Mar 2024	1000 hrs
3.	Clarification end date	08 Apr 2024	0900 hrs
4.	Bid submission end date	09 Apr 2024	1400 hrs
5.	Bid opening start date	10 Apr 2024	1300 hrs

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

(a) Technical Bid & Commercial Bid may also be sent by hand, by Post. Late tenders will not be considered.

3. Bid cover

(a) Bids will be submitted in **two envelopes duly marked Technical Bid & Financial Bid as per specification given in Para 1(Financial) & Para 2(Technical) of Part II of this RFP.** Time and date for opening of Bids as per PART I of this RFP. The due date for opening of the Bids (If due to any exigency, the due date for opening of the Bids is declared a closed holiday, the Bids will be opened on the next working day at the same time or on any other day/time, as intimated by the Buyer).

(b) **The financial Bids will be opened only for those vendors whose technical bids are declared to be valid by Tender Evaluation Committee (TEC) as per specifications mentioned at Para 2(a) to (h) of Part II. The financial Bids will be opened within two days after the approval of TEC board proceedings.**

4. Location of the Tender Box - Head Clerk Office, APS Danapur Cantt.

5. Opening of Bid

(a) The Technical Bids shall be opened as per date mentioned in Part I of this tender document. The evaluation of technical Bid will be carried out off-line and the result of the evaluation will be intimated to vendors/participants.

(b) The Commercial Bids of only those Bidders, whose technical bids meet all the stipulated (Technical) requirements, shall be opened.

6. Forwarding of Bids. Bids should be forwarding by Bidders under their original memo/letter pad internal furnishing details like TIN number, GST No, Bank address with NEFT Account if applicable, etc and complete postal & e-mail address of their office.7. Clarification regarding contents of the Bids. A prospective bidder who requires clarification regarding the contents of the bidding documents **shall notify the purchaser in writing and the purchaser will respond in writing to the clarifications sought not later than two days prior to the date of opening of the tenders.** Copies of the query and clarification by the purchaser shall be sent to all prospective bidders who have received the bidding documents.8. 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.9. Validity of Bids. Validity of bids should be **120 days from the date of bid opening.**

**PART-II : PURCHASE OF INTERACTIVE FLAT PANEL (IFP)
FOR APS, GAYA (ON LOAN)**

1. Schedule of Requirement. List of items is as follows:-

S/No	Nomenclature	A/U	Qty	Amount
(a)	<p><u>65" Interactive Flat Panel (IFP) with Custom OPS</u></p> <p><u>IFP:</u> Diagonal Size 65" with IPS Panel technology, OS -Android 11.0, RAM - 4GB, ROM - 32GB, 3x HDMI, 1 x Type C, 1 x VGA, 4 x USB 3.0, 1 x USB 2.0, Wi- Fi, Bluetooth, Audio In x1, Audio Out x1, RS 232, RJ 45, Android & Windows, Brightness 450 Nits, Contrast Ratio 5000:1, Life - 80,000 hrs, 24 X 7 Duty Cycle, Built in Speaker (16W+16W), 20 Point Multi touch, Interactive Whiteboard with features like adaptive table, multi- board, save & share through QR Codes & e- mail, Split screen facility, Lecture Recording, Wireless Collaboration with Mobile & PC, Whiteboard & Annotation.</p> <p><u>OPS :</u> i5 11th Generation, 8GB / 256GB SSD, USB 3.0 x 4, HDMI, Wi-Fi, Bluetooth, RJ45, Original Windows Licensed</p>	Nos	12	
Total incl GST				

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2. **Technical Bid should contain the following :-**

- (a) **Specifications.** Technical specifications mentioned in above Para 1.
- (b) **Requirement of Training/On-Job Training.** Required.
- (c) **Requirement of Installation /Commissioning.** To be done by the dealer at consignee location.
- (d) **Requirement of Factory Acceptance Trials (FAT), Harbor Acceptance Trails (HAT) and Sea Acceptance Trials (SAT).** Not required.
- (e) **Requirement of Technical documentation.** To be done by the dealer.
- (f) **Nature of assistance required after completion of warranty.** Annual Maintenance Contract (AMC) (Refer to Para 17 of Part IV of RFP)
- (g) **Requirement of Pre-Site/Eqpt Inspection.** Inspection on Site.
- (h) **Other details :-**
 - (i) Firm Registration Certificate by Authorizing agency/Licensing authority.
 - (ii) Address Proof of Firm on Non judicial stamp paper Rs 10/-.
 - (iii) Copy of Aadhar Card
 - (iv) Copy of PAN/TAN
 - (v) Registration Certificate of GST
 - (vi) ITR (03 years)

3. **Delivery of Items.** The delivery schedule will be as follows :-

(a) **Delivery period** : Delivery period for supply of items would be within 30 days from the effective date of Supply Order. Please note that Supply Order can be cancelled unilaterally by the Buyer in case items are not received within the stipulated period. Extension of delivery period will be at the sole discretion of the Buyer.

(b) **Place of Delivery.** Principal, APS Danapur Cantt, Patna (BIHAR), PIN - 801503.

4. **INCOTERMS for Delivery and Transportation.** Unless otherwise specifically agreed to by the Buyer and the Seller and incorporated in the contract, the applicable rules & regulations for transportation of goods from foreign countries will be as per the contemporary version of International Commercial Terms (INCOTERMS) evolved by International Chamber of Commerce, Paris. Definition of Delivery Period is given below :-

(a) **Local Delivery at Site.** The date on which the delivery is made at the consignee's site mentioned in the contract.

(b) **Ex-works.** The date the Seller delivers the goods to the Buyer at Seller's factory / premises.

(c) **F.O.R Station of Dispatch.** The date on which the goods are placed by the Seller on rail with clear Rail Receipt.

(d) **By Post Parcel.** The date of postal receipt.

(e) **Dispatch by Air.** The date of Air-way Bill.

(f) **F.O.R. Destination.** The date on which the goods reach the destination railway station specified in the contract, unless otherwise stated.

(g) **C.I.P. Destination.** The date on which the delivery is effected at the destination mentioned in the contract.

(h) **F.A.S. Port of Shipment.** The date on which the Seller deliver the goods alongside the vessel at the specified port of shipment. This date is reflected in Bill of Lading. - NA.

(g) **F.O.B. Port of Shipment.** The date on which the Seller delivers the goods on vessel's board at the specified port of shipment. This date is reflected in Bill of Lading. - NA.

(h) **C.I.F. Port of Destination.** The date on which the goods actually arrived at the Destination Port. - NA

Note - The FAS, FOB & CIF terms of delivery are applicable for goods which are directly imported from foreign countries against the subject contract and not imported already by the Seller under its own arrangement.

5. **Consignee details:-**

Principal
Army Public School, Danapur Cantt
Patna (BIHAR) - 801503

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 the acknowledgement for acceptance of the supply order which will be taken as three days from receipt of supply order in case of non acknowledgement (Effective Date) and shall remain valid until the completion of the obligations of the parties under the contract date of the contract.
3. **Arbitration.** All disputes or differences arising out of or in connection with 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. GOC, J&B Sub Area, as Patron of the APS will be the Arbitrator for this particular procurement.
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 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 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 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 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 of 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 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 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 amounts paid by the Buyer.
5. **Agents/Agency Commission.** The Seller confirms and declares to the Buyer that the Seller 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 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 the paid to any such individual or firm in.

6. **Non - Disclosure of Contract documents.** Except with the written consent the Buyer/Seller, Other party shall not disclose the contract or any provision, specification, plan design, pattern, sample of information thereof to any third party.
7. **Liquidated Damages.** In the event of the Seller's failure to submit the Bonds, Guarantee and documents, supply the stores/goods and conduct trials, installation of equipment, training, etc as specified in this 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.** The seller should promptly notify the buyer the cause of delay if any and if buyer admits the delay as a reasonable ground for extending the time for delivery, no liquidated damages will be levied during the additional time as agreed to by the buyer in line with para 7.10.3 & 7.10.4 of DPM 2009 and its amendments till date.
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 or material is delayed due to causes of Force majeure by more than two months provides Force majeure clause is included in contract.
 - (d) The Buyer has noticed that the Seller has utilized 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 languages and may be delivered personally or may be sent by FAX or registered pre-paid mail/airmail, addressed to the last known address of the party to whom it is sent.
10. **Transfer and Sub-letting.** The Seller has no right to give, bargain, sell, assign or sub let 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. **Amendments.** No provision of present contract shall be changed or modified in way (including this provision) either in whole or in part except by an instruments in writing made after the date of this contract and signed on behalf of both the parties and which expressly states to amend the present contract.
12. **Taxes and Duties.**
- (a) **General**
 - (i) If Bidder desires to ask for excise duty or Sales Tax / VAT 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.**

(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 entreated 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 Bidders, 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 within 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 Seller. All such adjustments shall include all reliefs, exemptions, rebates, concession etc. if any obtained by the Seller.

(b) **Octroi Duty & Local Taxes.**

(i) Normally, materials to be supplied to Government Departments against Government Contracts are exempted from levy of town duty, Octroi Duty, Terminal Tax and other levies of local bodies. The local Town/Municipal Body regulations at times, however, provide for such Exemption only on production of such exemption certificate from any authorised officer. Seller should ensure that stores ordered against contracts placed by this office are exempted from levy of Town Duty/Octroi Duty, Terminal Tax or other local taxes and duties. Wherever required, they should obtain the exemption certificate from the Buyer, to avoid payment of such local taxes or duties.

(ii) In case where the Municipality or other local body insists upon payment of these duties or taxes the same should be paid by the Seller to avoid delay in supplies and possible demurrage charges. The receipt obtained for such payment should be forwarded to the Buyer without delay together with a copy of the relevant act or by-laws/notifications of the Municipality of the local body concerned to enable him to take up the question of refund with the concerned bodies if admissible under the said acts or rules.

PART-IV SPECIAL CONDITIONS OF RFP

TO 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 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 BID SUBMITTED BY THE BIDDER.

1. **Performance Guarantee.** The Bidder will be required to furnish a **Performance Guarantee by way of Bank Guarantee through a Public Sector Bank or a private section bank** authorized to conduct government business (ICICI Bank Ltd, Axis Bank Ltd or HDFC Bank Ltd) for a sum equal to 5% of the contract value within 30 days of receipt of confirmed order. Performance bank guarantee should be valid up to 60 days beyond the date of warranty. The specimen of PBG is given in Form DPM-15 (Available in MoD website and can be provided on request).

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 ECS/EFT/RTGS 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 payment through ECS is at Form DPM-11 (Available in MoD website and can to give on request). The payment terms will be as under:-
 - (a) 100% pay after successful and continuous functioning of the items for 45 days to be certified by a Board of Officers.

3. **Advance Payments.** Advance payments may be made upto 15% against appropriate Bank guarantee or any authorised guarantee, as acceptable to the Buyer. - NA

4. **Paying Authority.**
 - (a) **Indigenous Sellers.** (Name and address, contract details). The payment of bills be made on submission of the following documents by the seller to the paying Authority along with the bill:-
 - (i) Ink-signed copy of contingent bill/Seller's bill.
 - (ii) Ink-signed copy of Commercial Invoice/seller's bill.
 - (iii) Copy of Supply Order/Contract with U.O number and date of IFA's concurrence, where required under delegation of powers.
 - (iv) CRVs in duplicate.
 - (v) Inspection note.
 - (vi) Claim for statutory and other levies to be supported with requisite documents/proof of payment such as Excise duty challan, Customs Duty clearance certificate, Octroi receipt, proof of payment for EPF/ESIC contribution with nominal roll of beneficiaries, etc as applicable.
 - (vii) Exemption certificate for Excise duty/Customs duty, if applicable.
 - (viii) Bank guarantee for advance, if any.
 - (ix) Guarantee/Warranty certificate.

- (x) Performance Bank guarantee/Indemnity bond where applicable.
- (xi) DP extension letter with CFA's sanction,
- (xii) 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 supply order/contract).
- (xiii) User Acceptance.
- (xiv) Xerox copy of PBG, if applicable

5. **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 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 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. This will, however, not in any way, adversely affect the end specifications of the equipment. Changes in technical details drawings repair and maintenance techniques alongwith necessary tools as a result of upgradation/alterations will be provided to the Buyer free of cost within 15 days of affecting such up-gradation/alterations.

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

7. **Export License.** The Bidders are to confirm that they have requisite export license from their Government and Authorization from the manufacturing plant, in case they are not the OEM, to export the military/non military goods of India.

8. **Earliest Acceptance Year of Manufacture.** Year 2020.

9. **Quality.** The quality of the stores delivered accordingly to the present contract shall correspond to the technical conditions and standards valid for the deliveries of the same stores for in Seller's country or specifications enumerated as per RFP and shall also include therein modification to the stores suggested by the Buyer. Such modifications will be mutually agreed to. **The Seller confirms that the stores to be supplied under this contract shall be new i.e. not manufactured before (2020), and shall incorporate all the latest improvements and modifications thereto and spares of improved and modified equipment are backward integrated and interchangeable with same equipment supplied by the Seller in the past if any.** The Seller shall **supply an interchangeability certificate** along with the changed part numbers wherein it should be mentioned that item would provide as much life as the original item.

10. **Quality Assurance.** Seller would provide the Standard Acceptance Test Procedure (ATP) **within one month of the date of contract.** Buyer reserves the right to modify the ATP. Seller would be required to provide all test facilities at his premises for acceptance and inspection of Buyer. The details in this regard will be coordinated during the negotiation of the contract. The item should be of the latest manufacture, conforming to the current production standard and having 100% defined life at the time of delivery.

11. **Inspection Authority.** The inspection will be carried out by board of Officer. The mode of inspection will be Departmental Inspection/User Inspection/Joint Inspection/Self certification.

12. **Pre-Despatch Inspection.** Not Applicable.

13. **Joint Receipt Inspection.** The following Joint Receipt Inspection clause will form part of the contract placed on successful Bidder:-

(a) The Parties agree that the Joint Receipt Inspection (JRI) of delivered goods shall be conducted on arrival. JRI shall be completed within 02 days on arrival of good at the Consignee location. JRI will consist of :-

(i) Quantitative checking to verify that the quantities of the delivered goods correspond to the quantities defined in this contract and the invoices.

(ii) Complete functional checking of the stores/equipment as per specifications in the contract and as per procedures and tests laid down by Buyer but functional checking of spares shall not be done.

(iii) Check proof and firing, if required.

(b) JRI will be carried out by the Buyer's representative(s). The Buyer will invite the Seller with a prior notice of a minimum of fifteen (15) days to attend the JRI for the delivered goods. The Seller shall have the right not to attend the JRI. The bid data of the seller's representative will need to be communicated fifteen (15) days prior to the dispatch of goods to the Buyer for obtaining necessary security clearance in accordance with the rules applicable in the Buyer's country.

(c) Upon completion of each JRI, JRI proceedings and Acceptance Certificate will be signed by booth the parties. In case the Seller's representative is not present, the JRI proceeding and Acceptance Certificate shall be signed by the Buyer's representative only and the same shall be binding on the Seller. Copy of JRI proceedings and Acceptance Certificate shall be dispatched to the Seller within 30 days of completion of the JRI. In case of deficiencies in quantity and quality or defects. Details of these shall be recorded in the JRI proceedings, Acceptance Certificate shall not be issued and claims raised as per the Article on Claims in the contract. In case of claims, Acceptance Certificate shall be issued by Buyer's representative after all claims raised during JRI are settled. If the Buyer does not perform the JRI as mentioned above for reasons exclusively attributable to him, the JRI in India shall be deemed to have been performed and the stores/equipment fully accepted.

14. **Franking Clauses.** The following Franking clauses will form part of the contract placed on successful Bidder:-

(a) **Franking Clauses in the Case of Acceptance of Goods.** "The fact that the goods have been inspected after the delivery period and passed by the inspecting office 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 Clauses 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 condition of the contract".

15. **Claims.** The following claims clause will form part of the contract placed on successful Bidder:-

(a) The claims may be presented either: (a) on quantity of the stores, where the quantity does not correspond to the quantity shown in the Packing List/Insufficiency in packing, or (b) on quality does not correspond to the quality mentioned in the contract.

(b) The quantity claims for deficiency of quantity shall be presented with 45 days of completion of JRI and acceptance of goods. The quantity claim shall be submitted to the Seller as per Form DPM-22 (Available in MoD website and can be given on request).

(c) The quality claims for defects or deficiencies in quality noticed during the JRI shall be presented with 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 435 days after expiry of the guarantee period. The quality claims shall be submitted to the Seller as per Form DPM-23 (Available in MoD website and can be given on request).

(d) The description and quantity of the stores are to be furnished to the seller alongwith concrete reasons for making claims. Copies of all the justifying documents shall be enclosed to the presented claim. The Seller will settle the claim with 45 days from the date of the receipt of the claim at the Seller's office, subject to acceptance of the claim by the Seller. In case no response is received during this period the claim will be deemed to have accepted.

(e) The seller shall collect the defective or rejected goods from the location nominated by the Buyer and deliver the repaired or replaced goods at the same location under Seller's arrangement.

(f) 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 drawn on an Indian Bank, in favour of Principal Controller of Defence Accounts concerned.

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

16. Warranty.

(a) The following Warranty will form part of the contract placed on the successful Bidder:-

(i) Except as otherwise provided in the invitation tender, the Seller hereby declares that the goods, stores articles sold/supplied to the Buyer under this **contract shall be of the best quality and workmanship and new in all respects and shall be strictly in accordance with the specification and particulars contained/mentioned in contract.** The Seller hereby guarantees that the said good/stores/articles would continue to conform to the description and quality aforesaid for **a period of 60 months from the date of installation** of the said goods stores/articles to the Buyer or 66 months from the date of shipment/dispatch from Seller's works whichever is earlier and that notwithstanding the fact that the Buyer may have inspected and/or approved the said goods/stores/articles, if during the aforesaid period of 60/66 months the said goods/stores/articles be discovered not to conform to the description and quality aforesaid not given satisfactory performance or have deteriorated and the decision of the Buyer in that behalf shall be final and binding of the Seller and the Buyer shall be entitled to call upon the Seller to rectify the goods/stores/articles or such portion thereof as is found to be defective by the Buyer within a reasonable period, of such specified period as may be allowed by the Buyer in his discretion on application made thereof by the Seller, and in such an event, the above period shall apply to the goods/stores/articles rectified from the date of rectification mentioned in warranty thereof, otherwise the Seller shall pay to the Buyer such compensation as may arise by reason of the breach of the warranty therein contained.

(ii) Guarantee that they will supply spare parts, if and when required on agreed basis for an agreed price. The agreed basis could be and including but without any limitation an agreed discount on the published catalogue or an agreed percentage of profit on the landed cost.

(iii) Warranty to the effect that before going out of production for the spare parts they will give adequate advance notice to the Buyer of the equipment so that the latter may undertake the balance of the life time requirements.

(iv) Warranty to the affect that they will make available the blue prints of drawings of the spares if and when required in connection with main equipment.

17. **Annual Maintenance Contract (AMC) Clause.** The following AMC Clause will form part of the contract placed on successful Bidder:-

- (a) **The Seller would provide comprehensive AMC for a period of 03 years after lapse of warranty period.** The AMC services should cover the repair and maintenance of all the equipment and systems purchased under the present contract. The Buyer Furnished Equipment which is not covered under the purview of the AMC should be separately listed by the Seller. The AMC services would be provided in two distinct ways.
- (i) **Preventive Maintenance Service.** The Seller will provide a minimum of four preventive Maintenance Service visits during a year to the operating base to carry out functional checkups and minor adjustments /tuning as may be required.
- (ii) **Breakdown Maintenance Service.** In case of any breakdown of the equipments/system, on receiving a call from the Buyer, the Seller is to provide maintenance service to make the equipments/system serviceable.
- (b) **Response Time.** The response time of the Seller should not exceed **24 hours** from the time the breakdown intimation is provided by the Buyer.
- (c) Serviceability of 100% as year is to be ensured. This amounts to total maximum down time of 30 days per year. **Also un-serviceability should not exceed 07 days at one time. Required spares to attain this serviceability may be stored at site by the Seller at his own cost.** Total down time would be calculated at the end of the year. If downtime exceeds permitted downtime, LD would be applicable for the delayed period.
- (d) Maximum repair turnaround time for equipments/system would be 7 days. However, the spares should be maintained in a serviceable condition to avoid complete breakdown of the equipments/system.
- (e) **Technical Documentation.** All necessary changes in the documents (Technical and Operators manual) for changes carried out on hardware and software of the equipment will be provided.
- (f) During the AMC period, the Seller shall carry out all necessary servicing/repairs to the equipments/system under AMC at the current location of the equipment/system. Prior permission of the Buyer would be required in case certain components/ sub system are to be shifted out of location. On such occasions, before taking over the goods or components, the Seller will give suitable bank guarantee to the Buyer to cover the estimated current value of item being taken.

(g) The Buyer reserves its right to terminate the maintenance contract at any time without assigning any reason after giving a notice of three months. The Seller will not be entitled to claim any compensation against such termination. However, while terminating the contract, if any payment is due to the Seller for maintenance services already performed in terms of the contract, the same would be paid to it as per the contract terms.

18. **Engineering Support Package (ESP) Clause.** The following ESP clause will form part of the contract placed on successful Bidder:-

(a) **Technical Literature.** The details of technical literature to be supplied with the system should be listed as per the suggested format at Form DPM-18 (Available in MoD website and can be given on request). This should be provided with both Technical and Commercial Proposals. The cost column may be left blank in the Technical proposal.

(b) **Miscellaneous Aspects.** (Applicable only when trials are required)-In cases where the equipment is required to undergo trials, the equipment will also be put through Maintenance Evaluation Test. Based on this evaluation and in consultation with the supplier, the MRLS may be refined. During user trials it may be brought out that the equipments is acceptable subject to carrying out certain modifications/improvements.

(c) **Maintainability Evaluation Trials (MET).** This is carried with a view to Facilitate provisioning of effective engineering support during life cycle of the equipments. This would involve stripping of the equipment and carrying out recommended tests and adjustments and establishing adequacy of maintenance tools, test equipment and technical literature. MET details will be given as per format given at Form DPM-20 (Available in MoD website and can be given on request). To facilitate this process the Bidder is required to provide the following:-

(d) **Technical Literature.**

(i) User Handbook/Operators Manual in English and Hindi.

(ii) Design Specifications.

(iii) Technical Manuals:-

(aa) **Part I.** Tech description, specifications, functioning of various systems.

(ab) **Part II.** Inspection/Maintenance tasks repair procedures, materials used, fault diagnosis and use of Special Maintenance Tools (SMTs)/Special Test Equipment (STEs).

(ac) **Part III.** Procedure for assembly/disassembly, repair up to reference and List of SMTs/STEs Test Bench.

(ad) In addn to the user hand book and other tech lit, detailed opr level trg, graphical op proc and elaborated maint advisory on "DO's and Don'ts" should also be incl.

- (iv) Manufactures Recommended List of Spares (MRLs).
- (v) Illustrated Spare parts List (ISPL) and alongwith the prices in the Commercial offer.
- (vi) Technical Manual on STE with drawing reference.
- (vii) Complete Equipment Schedule.
- (viii) Table of Tools & Equipment (TOTE) & carried spares.
- (ix) Rotable list, norms of consumption, mandatory/non mandatory spares list for each system:-
 - (aa) One set of Gauges.
 - (ab) One set of Special Tools (SMTs).
 - (ac) One set of Special Test Equipments (STEs).
 - (ad) Servicing Schedule.
 - (ae) Condemnation limits.
 - (af) Permissive repair schedule.
 - (ag) Packing specifications/instructions.
 - (ah) Design Specifications.
 - (aj) Any additional information suggested by the OEM.
- (x) Vendors quoting lesser ESP/MRLs in terms of range and depth will have to make good the deficiency. The vendors quoting surplus items in ESP/MRLS should agree to but back the surplus spares.
- (xi) **Misc** As the eqpt is intended to be used outdoors therefore the robustness and weather proofing of eqpt has to be looked into. The eqpt hardware should also ideally be upgradable in terms of addl cameras and related peripherals to cater for future reqmts.

PART V-EVALUATION CRITERIA & PRICE BID ISSUES

1. **Evaluation Criteria.** The broad guidelines for evaluation 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 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 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) This proj is a turnkey, the lowest Bid will be decided upon the overall lowest price for project quoted by the particular bidder as per the Price Format given at Para 2 below. The consideration of taxes and duties in evaluation process will be as follows:-

- (i) In cases where only indigenous Bidders are completing, all taxes and duties (including those for which exemption certificates are issued) quoted by the Bidders will be considered. The Taxes and duties levied by Central/State/Local Govt such as VAT, service tax, octroi/entry tax etc will not be used in evaluation criteria for L1 determination in those cases where only Indian bidders are competing to the Buyer would be the deciding factor for ranking of Bids.
- (d) The bidders are required to spell out the rates of Customs duty, Excise duty, 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/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 entailed after the opening of tenders. If a Bidder chooses to quote 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/VAT duty 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/VAT, it should be brought out clearly. Stipulations like, excise duty was presently not applicable but the same will be charged if it becomes livable 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 item in question for the purpose of comparing their prices with other Bidders. The same logic applies to Customs duty and VAT also.
- (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 Buyer reserves the right to evaluate the offers received by using Discounted Cash Flow method at a discounting rate of __%. In case cash flow involves more than one currency, the same will be brought to a common denomination in Indian Rupees by adopting exchange rate as BC selling rate of the State Bank of India on the date of the opening of Price Bids.
- (g) 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 appointment of quantity, if it is convinced that Lowest Bidder is not in a position to supply full quantity in stipulated time.
- (h) Any other criteria as applicable to suit a particular case.

2. **Price Bid Format.** The under mentioned Commercial bid format is provided as BoQ.Xls alongwith this tender documents at <https://eprocure.gov.in/eprocure/app>. Bidders are advised to download this BoQ.xls as it is and quote their offer in the permitted Lt Column only which are highlighted in green Lt Colour.

Note

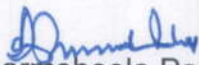
- (i) Please confirm that the store offered by you is exactly as required under tender enquiry description specification / drawing.
- (ii) In case there is any deviation the same shall be specifically stated.

PART V - OTHER DETAILS**1. Distribution :-**

- (a) Paying Authority (Address) – Chairman, APS, Danapur Cantt.
- (b) Inspection Authority (Address) – Receiving Committee, APS Danapur Cantt.
- (c) Consignee (Address) - APS, Danapur Cantt
- (d) Indenter (Address) - Chairman, APS, Danapur Cantt
- (e) User (Address) - APS Danapur Cantt.

2. Legal Addresses of Buyer and Seller.

Buyer : APS, Danapur Cantt (Patna) - PIN - 801503


(Dharmasheela Pandey)
Principal
APS, Danapur Cantt

TIMES OF INDIA

DATE:- 22 MAR 2024

TENDER NOTICE

ARMY PUBLIC SCHOOL DANAPUR CANTT PURCHASE OF INTERACTIVE FLAT PANELs (IFP) FOR APS GAYA (ON LOAN)

1. Army Public School, Danapur Cantt invites sealed quotations from interested Vendors for Purchase of 12 (Twelve) Interactive Flat Panels (IFP) with Custom OPS for APS, Gaya (on Loan).
2. (a) Please visit the school website for details of items for Purchase of 12 (Twelve) Interactive Flat Panels (IFP) with Custom OPS for APS, Gaya (on Loan).
(b) The same can also be obtained from the School office 'By Hand' between **12 PM to 2 PM on any working day after 22 Mar 2024.**
(c) Please visit the site of work before submitting quotations.
3. (a) Last date of submission of sealed quotations in the school office is **09 Apr 2024 upto 2 PM.**
(b) Quotation will be opened on **10 Apr 2024** at Army Public School, Danapur Cantt.
4. Contact details for clarification, if any - 06115-221840/8709341775
5. General Public is cautioned to be aware of fake calls or telephonic orders for supply/demand of any items at any time in the name of Army Public School, Danapur Cantt. This School takes no liability if a Vendor supplies stores to a fake customer, in the name of Army Public School.

**Principal
for Chairman,
APS, Danapur Cantt**