

REQUEST FOR PROPOSAL
(Particulars of the Buyer issuing the RFP)

Invitation of Bids for purchase of Desktop Computers

Request for Proposal (RFP) No: 09/APS/BNG/Desktop Computer

1. Bids in sealed cover are invited for supply of items listed in Part II of this RFP. Please superscribe the above mentioned title, RFP Number and date of opening of the Bids on the sealed cover to avoid the Bid being invalid.
2. The address and contact numbers for sending Bids or seeking clarification regarding this RFP are given below:-
 - (a) Bids/queries to be addressed to: The Principal, Army Public School, Binnaguri
 - (b) Postal address for sending the Bids: Army Public School, Binnaguri, PO-Binnaguri, Dist-Jalpaiguri, Pin-735232.
 - (c) Name/designation of the contact personnel: The Principal, Army Public School, Binnaguri.
 - (d) Telephone Number of the contact personnel: 03563-259446, 7718747807
 - (e) Email Id of the contact personal: apsbinnaguri1@gmail.com
Website: apsbinnaguri.org
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 Requirement (SOR), Technical details, Delivery Period.
 - (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.
4. 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.



Offg. Principal
Army Public School
Binnaguri Cantt

Part I – General information

1. **Last date and time for depositing the Bids: 16 September 2024 upto 1400hrs**
(Date to be mentioned in terms of DD MM YEAR)

The sealed Bids (both technical and Commercial, in case two bids are called for) should be deposited/reach by the due date and time. The responsibility to ensure this lies with the Bidder.

2. **Manner of depositing the Bids:** Sealed Bids should be either dropped in the Tender Box marked as **Tender Box** or sent by registered post at the address given above so as to reach by the due date and time. Late tenders will not be considered. No responsibility will be taken for postal delay or non-delivery/non-receipt of Bid documents. Bids sent by FAX or e-mail will not be considered.

3. **Time and date for opening of Bids:** **17 September 2024 at 1300hrs**
(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/Presiding Officer).

4. **Location of the Tender Box:**

- (a) **Main Entrance, Admin Block, Army Public School, Binnaguri**

Only those Bids that are found in the tender box will be opened. Bids dropped in the wrong Tender Box will be rendered invalid.

5. **Place of opening of the Bids:**

- (b) **ARMY PUBLIC SCHOOL, BINNAGURI.** The Bidders may depute their representatives, duly authorized in writing, to attend the opening of Bids on the due date and time. Rates and important commercial/technical clauses quoted by all Bidders will be read out in the presence of the representatives of all the Bidders. This event will not be postponed due to non-presence of your representative.

6. **Two-Bid system:** Bids are invited in two bids system as 'Technical Bid' and 'Commercial Bid' in two separate sealed envelopes, duly marked as "Technical Bid" for RFP No 09/APS/BNG/Computer dt 25 Aug 2024 and "Commercial Bid" for RFP 09/APS/BNG/Computer dt 25 Aug 2024 and then packed in large envelop duly sealed. The quotes are to be super-scribed with your firm's name, address and official seal and ink signed by an authorized representative of the firm. Sealed Bids to be addressed to Principal, Army Public School, Binnaguri, PO- Binnaguri, Distt - Jalpaiguri (WB) - 735204. Only the Technical Bid would be opened at the time and date mentioned above. Date of opening of the Commercial Bid will be intimated after acceptance of the Technical Bids or as per direction of Presiding Officer. Commercial Bids of only those firms will be opened, whose Technical Bids are found compliant/suitable after Technical evaluation is done by the Buyer.

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7. **Forwarding of Bids:** Bids should be forwarded by Bidders under their original memo / letter pad inter alia furnishing details like TIN number, GST number, Bank address with NEFT Account if applicable, etc and complete postal & e-mail address of their office.
8. **Clarification regarding contents of the RFP:** A prospective bidder who requires clarification regarding the contents of the bidding documents shall notify to the Buyer in writing about the clarifications sought not later than **05 (five)** days prior to the date of opening of the Bids. Copies of the query and clarification by the purchaser will be sent to all prospective bidders who have received the bidding documents.
9. **Modification and Withdrawal of Bids:** A bidder may modify or withdraw his bid after submission provided that the written notice of modification or withdrawal is received by the Buyer prior to deadline prescribed for submission of bids. A withdrawal notice may be sent by fax/email 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.
10. **Clarification regarding contents of the Bids:** During evaluation and comparison of bids, the Buyer may, at its discretion, ask the bidder for clarification of his bid. The request for clarification will be given in writing and no change in prices or substance of the bid will be sought, offered or permitted. No post-bid clarification on the initiative of the bidder will be entertained.
11. **Rejection of Bids:** Canvassing by the Bidder in any form, unsolicited letter and post-tender correction may invoke summary rejection with forfeiture of EMD. Conditional tenders will be rejected.
12. **Unwillingness to quote:** Bidders unwilling to quote should ensure that intimation to this effect reaches before the due date and time of opening of the Bid, failing which the defaulting Bidder may be delisted for the given range of items as mentioned in this RFP.
13. **Validity of Bids:** The Bids should remain valid till **60 Days** from the last date of submission of the Bids.
14. **Earnest Money Deposit:** Bidders are required to submit Earnest Money Deposit (EMD) for amount of **Rs 30,000 (Rupees Thirty thousand only)** alongwith their bids. The EMD may be submitted in the form of an Account Payee Demand Draft, Fixed Deposit Receipt, Banker's Cheque or Bank Guarantee from any of the public sector banks or a private sector bank authorized to conduct government business as per Form DPM-16 (Available in MoD website and can be provided on request). EMD is to remain valid for a period of forty-five days beyond the final bid validity period. EMD of the unsuccessful bidders will be returned to them at the earliest after expiry of the final bid validity and latest on or before the 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.
15. **Tender fee – Rs 500/-** (Non-refundable) DD in favour of Army Public School, Binnaguri)

DD in favour of : ARMY PUBLIC SCHOOL, BINNAGURI
Payable at SBI, Binnaguri Cantt

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**Part II – Essential Details of Items/Services required
(TECHNICAL BID)**

1. **Schedule of Requirements**– List of items / services required is as follows:-

Name/Type of item/services/description of stores Qty required

Supply of 40 x Desktop Computer

2. **Technical Details:**

| Ser No | Nomenclature | Specification |
|--------|-------------------|--|
| (a) | Desktop Computers | Slim Tower Intel Core-i5 (12 th Gen Processor) 8 GB Ram/512GB SSD/Wired Keyboard & mouse/ Intel UHD Graphics 730/ 20" LED Monitor Window 11/ MS Office 21/ Dark Black 3 Year warranty |

3. Technical Bid details with technical parameters. As above.
- (a) Requirement of training/on-job training – **Yes**
 - (b) Requirement of installation/commissioning – **Yes**
 - (c) Requirement of Factory Acceptance Trials (FAT), Harbor Acceptance Trails (HAT) and Sea Acceptance Trials(SAT) – **Yes**
 - (d) Requirement of Technical documentation – **Yes**
 - (e) Nature of assistance required after completion of warranty – **AMC after warranty period expires.**
 - (f) Requirement of pre-site/equipment inspection – **Yes.**
 - (g) Any other details, as considered necessary – **Contact person in Siliguri region.**

4. **Two-Bid System**- In respect of Two-bid system, Bidders are required to furnish clause by clause compliance of specifications bringing out clearly the deviations from specification, if any. The Bidders are advised to submit the compliance statement in the following format along with Technical Bid–

| Ser No | Nomenclature | Specification | Compliance to RFP specification-whether Yes/No | In case of non-compliance deviation from RFP to be specified in unambiguous terms |
|--------|-------------------|--|--|---|
| (a) | Desktop Computers | Slim Tower Intel Core-i5 (12 th Gen Processor) 8 GB Ram/512GB SSD/Wired Keyboard & mouse/ Intel UHD Graphics 730/ 20" LED Monitor Window 11/ MS Office 21/ Dark Black 3 Year warranty | | |

5. **Delivery Period**- Delivery period for supply of items would be **Four Weeks** from the effective date of contract. Please note that Contract can be cancelled unilaterally by the Buyer in case items are not received within the contracted delivery period. Extension of contracted delivery period will be at the sole discretion of the Buyer, with applicability of **LD clause** (Para 8 of Part III – Standard Conditions of RFP refers).

6. **Documents required for Technical Bid.**

- (a) Copy of Trade License
- (b) Vendors will submit proof of their annual turnover of last one year.
- (c) Firm's letter pad with address printed with Acceptance Certificate as per format at Para 7 below.
- (d) Copy of GST Registration number
- (e) Copy of PAN card number.
- (f) Copy of IT return for last one year alongwith business annual turnover submitted to IT Department, Govt of India.
- (g) **EMD – Rs 30,000/-** DD in favour of Army Public School, Binnaguri, payable at SBI, Binnaguri Cantt
- (h) **Tender fee – Rs 500/-** (Non refundable) DD in favour of Principal, Army Public School, Binnaguri, payable at SBI Binnaguri Cantt

7. Consignee Details :-

Principal
Army Public School, Binnaguri
PO – Binnaguri, Distt – Jalpaiguri(West Bengal)- 735232

8. **Acceptance Certificate.** Bidders are required to submit **Acceptance Certificate** of terms and conditions of RFP (RFP - Part – I to Part V) as under and sign and stamped on their respect firms' letter head.

ACCEPTANCE CERTIFICATE BY BIDDER

"Certified that I/we _____ of M/s _____

_____ (Firms' name), GST Number
_____ Address _____ accept the terms and
conditions of RFP (RFP - Part I to Part V) for supply of smart class system to Army Public
School, Binnaguri.

Office seal

(Signature of Proprietor/Partner)

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Part III – Standard Conditions of RFP

The Bidder is required to give confirmation of their acceptance of the Standard Conditions of the Request for Proposal mentioned below which will automatically be considered as part of the Contract concluded with the successful Bidder (i.e. Seller in the Contract) as selected by the Buyer. Failure to do so may result in rejection of the Bid submitted by the Bidder.

1. **Law:** The Contract shall be considered and made in accordance with the laws of the Republic of India. The contract shall be governed by and interpreted in accordance with the laws of the Republic of India.
2. **Effective Date of the Contract:** The contract shall come into effect on the date of signatures of both the parties on the contract (Effective Date) and shall remain valid until the completion of the obligations of the parties under the contract. The deliveries and supplies and performance of the services shall commence from the effective date of the contract.
3. **Arbitration:** All disputes or differences arising out of or in connection with the Contract shall be settled by bilateral discussions. Any dispute, disagreement or question arising out of or relating to the Contract or relating to construction or performance, which cannot be settled amicably, may be resolved through arbitration. The standard clause of arbitration is as per Forms DPM-7, DPM-8 and DPM-9 (Available in MoD website and can be provided on request).
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 offence 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, 1988 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.



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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 recommend to the Government of India or any of its functionaries, whether officially or unofficially, to the award of the contract to the Seller; nor has any amount been paid, promised or intended to be paid to any such individual or firm in respect of any such intercession, facilitation or recommendation. The Seller agrees that if it is established at any time to the satisfaction of the Buyer that the present declaration is in any way incorrect or if at a later stage it is discovered by the Buyer that the Seller has engaged any such individual/firm, and paid or intended to pay any amount, gift, reward, fees, commission or consideration to such person, party, firm or institution, whether before or after the signing of this contract, the Seller will be liable to refund that amount to the Buyer. The Seller will also be debarred from entering into any supply Contract with the Government of India for a minimum period of five years. The Buyer will also have a right to consider cancellation of the Contract either wholly or in part, without any entitlement or compensation to the Seller who shall in such an event be liable to refund all payments made by the Buyer in terms of the Contract along with interest at the rate of 2% per annum. The Buyer will also have the right to recover any such amount from any contracts concluded earlier with the Government of India.
6. **Access to Books of Accounts.** In case it is found to the satisfaction of the Buyer that the Seller has engaged an Agent or paid commission or influenced any person to obtain the contract as described in clauses relating to Agents/Agency Commission and penalty for use of undue influence, the Seller, on a specific request of the Buyer, shall provide necessary information/inspection of the relevant financial documents/information.
7. **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.
8. **Liquidated Damages.** In the event of the Seller's failure to submit the Bonds, Guarantees and Documents, supply the stores/goods and conduct trials, installation of equipment, training, etc as specified in this contract, the Buyer may, at his discretion, withhold any payment until the completion of the contract. **The BUYER may also deduct from the SELLER as agreed, liquidated damages to the sum of 0.5% of the contract price of the delayed/undelivered stores/services mentioned above for every week of delay or part of a week, subject to the maximum value of the Liquidated Damages being not higher than 10% of the value of delayed stores.**
9. **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 (02 months) after the scheduled date of delivery.
 - (b) The Seller is declared bankrupt or becomes insolvent.
 - (c) The delivery of material is delayed due to causes of Force Majeure by more than (04 months) provided Force Majeure clause is included in contract
 - (d) The Buyer has noticed that the Seller has utilized the services of any Indian/Foreign agent in getting this contract and paid any commission to such individual/company etc.
 - (e) As per decision of the Arbitration Tribunal.

10. **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/airmail, addressed to the last known address of the party to whom it is sent.
11. **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.
12. **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.
13. **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.
14. **Contract Agreement.** Contract agreement between successful vendor and buyer will be carried out on judicial stamp paper on mutually agreement point. Draft contract agreement will be shown to school authority for perusal and amendment, if any before finalization.



(Total 09 pages)

Part IV – Special Conditions of RFP

The Bidder is required to give confirmation of their acceptance of Special Conditions of the RFP mentioned below which will automatically be considered as part of the 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 sector bank authorized to conduct government business (ICICI Bank Ltd., Axis Bank Ltd or HDFC Bank Ltd.) for a sum equal to **5% (Five)** of the contract value within 30 days of receipt of the 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. **Tolerance Clause.** To take care of any change in the requirement during the period starting from issue of RFP till placement of the contract, Buyer reserves the right to 10-15% plus/minus increase or decrease the quantity of the required goods upto that limit without any change in the terms & conditions and prices quoted by the Seller. While awarding the contract, the quantity ordered can be increased or decreased by the Buyer within this tolerance limit.
3. **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 mechanism instead of payment through cheques, wherever feasible. A copy of the model mandate form prescribed by RBI to be submitted by Bidders for receiving payments through ECS is at Form DPM-11 (Available in MoD website and can be given on request). The payment will be made as per the following terms, on production of the requisite documents:-

100% payment on delivery and acceptance by the user.

4. Advance Payments: **No advance/Part payment(s) will be made.**

5. **Paying Authority**

(a) The payment of bills will 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.

- (vi) Exemption certificate for Excise duty / Customs duty, if applicable.
- (vii) Bank guarantee for advance, if any.
- (viii) Guarantee / Warranty certificate.
- (ix) Performance Bank guarantee / Indemnity bond where applicable.
- (x) DP extension letter with CFA's sanction, U.O. number and date of IFA's concurrence, where required under delegation of powers, indicating whether extension is with or without LD.
- (xi) Details for 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).
- (xii) Any other document / certificate that may be provided for in the Supply Order /Contract.
- (xiii) User Acceptance.

(Note – From the above list, the documents that may be required depending upon the peculiarities of the procurement being undertaken, may be included in RFP)

6. **Risk & Expense clause.**

- (a) Should the stores or any installment thereof not be delivered within the time or times specified in the contract documents, or if defective delivery is made in respect of the stores or any installment thereof, the Buyer shall after granting the Seller 45 days to cure the breach, be at liberty, without prejudice to the right to recover liquidated damages as a remedy for breach of contract, to declare the contract as cancelled either wholly or to the extent of such default.
- (b) Should the stores or any installment thereof not perform in accordance with the specifications / parameters provided by the SELLER during the check proof tests to be done in the BUYER's country, the BUYER shall be at liberty, without prejudice to any other remedies for breach of contract, to cancel the contract wholly or to the extent of such default.
- (c) In case of a material breach that was not remedied within 45 days, the BUYER shall, having given the right of first refusal to the SELLER be at liberty to purchase, manufacture, or procure from any other source as he thinks fit, other stores of the same or similar description to make good:-
 - (i) Such default.
 - (ii) In the event of the contract being wholly determined the balance of the stores remaining to be delivered there under.
 - (iii) Any excess of the purchase price, cost of manufacturer, or value of any stores procured from any other supplier as the case may be, over the contract price appropriate to such default or balance shall be recoverable from the SELLER.

7. **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.

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

8. **Quality:** The quality of the stores delivered according 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 (Year of Contract), 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.

9. **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 of the stores, where quality does not correspond to the quality mentioned in the contract.

(b) The description and quantity of the stores are to be furnished to the Seller along with concrete reasons for making the claims. Copies of all the justifying documents shall be enclosed to the presented claim. The Seller will settle the claims within 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 been accepted.

(c) 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.

(d) 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 any Indian Bank, in favour of Principal Army Public School, Binnaguri.

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

10. **The following Warranty will form part of the contract placed on successful Bidder.**

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

(b) The Seller warrants for a period of **36 months** from the date of acceptance of stores by Joint Receipt Inspection or date of installation and commissioning, whichever is later, that the goods/stores supplied under the contract 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 Seller shall either replace or rectify the same free of charge, within a maximum period of 45 days of notification of such defect received by the Seller, provided that the goods are used and maintained by the Buyer as per instructions contained in the Operating Manual. Warranty of the equipment would be extended by such duration of downtime. Record of the down time would be maintained by the user in the logbook. Spares required for warranty repairs shall be provided free of cost by the Seller. The Seller also undertakes to diagnose, test, adjust, calibrate and repair/replace the goods/equipment arising due to accidents by neglect or misuse by the operator or damage due to transportation of the goods during the warranty period, at the cost mutually agreed to between the Buyer and the Seller.

(d) The Seller also warrants that necessary service and repair back up during the warranty period of the building shall be provided by the Seller without any additional cost to the buyer.

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

12. **Quality.** The quality of the stores delivered according 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 (Year of Contract), 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.

13. **Quality Assurance** Seller would provide the Standard Acceptance Test Procedure (ATP) within month of this 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 by 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.
14. **Inspection Authority** The Inspection will be carried out by both parties jointly. The mode of inspection will be Departmental Inspection / User Inspection / Joint Inspection / Self-certification.
15. **Pre-Dispatch Inspection** The following Pre-dispatch Inspection clause will form part of the contract placed on successful Bidder-
- (a) The Buyer's representatives will carry out Pre-Dispatch Inspection (PDI) of the stores/equipment in order to check their compliance with specifications in accordance with its usual standard procedures. Upon successful completion of such PDI, the Seller and Buyer will issue and sign a Certificate of Conformity as per the specimen at Form DPM-21 (Available in MoD website and can be given on request.
- (b) The Seller shall intimate the Buyer at least 45 days before the scheduled date of PDI. The time required for completing visa formalities by the Seller should not be included in this notice. The Buyer will send his authorised representative(s) to attend the PDI.
- (c) The list of Buyer's representatives together with their particulars including name, title, date and place of birth, passport numbers including date of issue and date of expiry, address, etc. must be communicated by the Buyer at least 30 (No of days) in advance to apply for the necessary authorisations and clearances to be granted.
- (d) The Buyer reserves the right not to attend the PDI or to request for postponement of the beginning of the PDI by a maximum of fifteen(15) days from the date fixed for such PDI in order to allow his representative(s) to attend such tests, in which cases he shall inform in writing the Seller within 15 days before the date of the beginning of the PDI. Should the Buyer request for such postponement, liquidated damages, if any, shall not apply. In case the Buyer informs the Seller within the period mentioned hereinabove that he cannot attend the PDI or in case the Buyer does not come at the postponed date requested by him for performance of the PDI as mentioned above, the Seller shall be entitled to carry out said tests alone as scheduled. The Certificate of Conformity and the Acceptance Test Report will be signed by the Seller's QA representative alone and such documents bearing the sole signature of the Seller's QA representative shall have the same value and effect as if they have been signed by both the parties. In case Buyer does not elect to attend the PDI, the Buyer shall intimate the Seller in writing that it does not wish to attend the PDI.
- (e) The Seller shall provide all reasonable facilities, access and assistance to the Buyer's representative for safety and convenience in the performance of their duties in the Seller's country. All costs associated with the stay of the Buyer's Representative(s) in the country where the PDI is to be carried out, including travel expenses, boarding and lodging, accommodation, daily expenses, shall be borne by the Buyer.
- (f) The Seller shall provide Acceptance Test Procedure to the Buyer's QA Agency within one month from the signing of the Contract.

16. **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 in India at location to be nominated by the Buyer. JRI shall be completed within 120 days (for armament/ammunition)/ 90 days (for other than armament/ammunition) of arrival of good at the Port Consignee. 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 bio data of the Seller's representative will need to be communicated fifteen (15) days prior to the despatch 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 both the parties. In case the Seller's representative is not present, the JRI proceedings 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 despatched 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.

17. **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."

18. **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 of the stores, where quality does not correspond to the quality mentioned in the contract.
- (b) The quantity claims for deficiency of quantity shall be presented within 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 within 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 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 along with concrete reasons for making the claims. Copies of all the justifying documents shall be enclosed to the presented claim. The Seller will settle the claims within 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 been 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/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.

19. **Warranty** The following Warranty will form part of the contract placed on successful Bidder –

- (a) The Seller warrants that the goods supplied under the contract conform to technical specifications prescribed and shall perform according to the said technical specifications.
- (b) The Seller warrants for a period of **36 months** from the date of acceptance of stores by Joint Receipt Inspection or date of installation and commissioning, whichever is later, that the goods/stores supplied under the contract 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 Seller shall either replace or rectify the same free of charge, within a maximum period of 30 days of notification of such defect received by the Seller, provided that the goods are used and maintained by the Buyer as per instructions contained in the Operating Manual. Warranty of the equipment would be extended by such duration of downtime. Record of the down time would be maintained by the user in the logbook. Spares required for warranty repairs shall be provided free of cost by the Seller. The Seller also undertakes to diagnose, test, adjust, calibrate and repair/replace the goods/equipment arising due to accidents by neglect or misuse by the operator or damage due to transportation of the goods during the warranty period, at the cost mutually agreed to between the Buyer and the Seller.

(d) The Seller also warrants that necessary service and repair backup during the warranty period of the equipment's shall be provided by the seller and he will ensure that the downtime is within warranty 100 % of the period.

(e) The Seller shall associate technical personnel of the Maintenance agency and Quality Assurance Agency of the Buyer during warranty repair and shall also provide the details of complete defects, reasons and remedial actions for defects.

(f) If a particular equipment/goods fails frequently and/or, the cumulative down time exceeds % of the warranty period, the complete equipment shall be replaced free of cost by the Seller within a stipulated period of days of receipt of the notification from the Buyer.

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

(h) The Seller will guarantee the shelf life of (03) years under the Indian tropical condition as given below:-

(i) Minimum temperature = -10°C

(ii) Maximum temperature = $+60^{\circ}\text{C}$

(iii) Average Humidity = 80 to 100

20. **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**. 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 Preventive Maintenance Service visits as required 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 equipment/system, on receiving a call from the Buyer, the Seller is to provide maintenance service to make the equipment/system serviceable.
- (b) Response time: The response time of the Seller should not exceed **72 hours** from the time the breakdown intimation is provided by the Buyer.
- (c) Serviceability per year is to be ensured. This amounts to total maximum downtime of days per year. Also unavailability should not exceed **72 hours/03 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 equipment/system would be **07 days**. However, the spares should be maintained in a serviceable condition to avoid complete breakdown of the equipment/system.
- (e) Technical Documentation: All necessary changes in the documentation (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 equipment/system under AMC at the current location of the equipment/system. Prior permission of the Buyer would be required in case certain components/sub systems 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 one month. 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.

Part V – Evaluation Criteria & Price Bid issues
(Commercial Bid)

1. **Evaluation Criteria** – The broad guidelines for evaluation of Bids will be as follows:
- (a) Only those Bids will be evaluated which are found to be fulfilling all the eligibility and qualifying requirements of the RFP, both technically and commercially.
 - (b) In respect of Two-Bid system, the technical Bids forwarded by the Bidders will be evaluated by the Buyer with reference to the technical characteristics of the equipment as mentioned in the RFP – Part II. The compliance of Technical Bids would be determined on the basis of the parameters specified in the RFP (Part – II). 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 Para 2 below. The consideration of taxes and duties in evaluation process will be as follows:
 - (i) All taxes and duties (including those for which exemption certificates are issued) quoted by the Bidders will be considered. The ultimate cost to the Buyer would be the deciding factor for ranking of Bids.
 - (d) The Bidders are required to spell out the rates of Customs duty, Excise duty, GST, 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.
 - (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.
 - (i) Any other criteria as applicable to suit a particular case.
 - (f) L-1 bidder will be decided excluding the cost of AMC, which the buyer reserves the right to enter into a separate contract.

2. **Price Bid Format:** The Price Bid Format is given below and Bidders are required to fill this up correctly with full details duly signed and stamped on each pages:-

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

| Ser No | Nomenclature | Specification | Qty | Unit price | GST % | Total cost |
|--------|-------------------|--|-----|------------|-------|------------|
| (i) | Desktop Computers | Slim Tower Intel Core-i5 (12 th Gen Processor) 8 GB Ram/512GB SSD/Wired Keyboard & mouse/ Intel UHD Graphics 730/ 20" LED Monitor Window 11/ MS Office 21/ Dark Black 3 Year warranty | One | | | |

In word : Rupees _____

- (b) Training (Whether free of cost or chargeable) _____
- (c) Freight charges, if any _____
- (d) Installation charges, if any _____
- (e) Grand Total: _____
- (e) AMC with spares after expiry of warranty period _____
- (f) AMC without spares after expiry of warranty period _____

Office seal

(Signature of proprietor/Partner)

Appx 'A'

(Ref APS Binnaguri call for quotation No
09/APS/BNG/Computer dt Aug 24)

TENDER FORM

(TO BE RETURNED IN ORIGINAL AFTER FILLING THE RATES ALONGWITH QUOTATION)

**ARMY PUBLIC SCHOOL BINNAGURI
PURCHASE OF DESKTOP COMPUTER
(TECHNICAL BIDS)**

| Ser No | Description/Particulars | Compliance | Deviation if any | Remarks |
|--------|--|------------|------------------|---------|
| 01. | Slim Tower Intel Core-i5 (12 th Gen Processor) 8 GB Ram/512GB SSD/Wired Keyboard & mouse/ Intel UHD Graphics 730/ 20" LED Monitor Window 11/ MS Office 21/ Dark Black 3 Year warranty | Yes/No | | |
| | Basic cost of the project | | | |
| | GST | | | |
| | Total cost of the project | | | |

Note:-

1. The quotation/tender form to be given only on the letter head bearing the name of Firm with GST No. Quotation/Tender form should be signed by the head of firms and vendor duly affixed with the office stamp.
2. Firm/vendor should mentioned their acceptance with specification/brand/size and etc of items as 'Yes'/'No' in tender form.
3. Guarantee and warranty of the stores for stipulated time frame will also be strictly adhered to.
4. No alteration/cutting in the quotation is acceptable.

DO NOT ENCLOSE THIS PAGE IN ENVELOPE- 1

Appx 'B'

(Ref APS Binnaguri call for quotation No
09/APS/BNG/Computer dt. Aug 24)

TENDER FORM
(TO BE RETURNED IN ORIGINAL AFTER FILLING THE RATES ALONGWITH
QUOTATION)

ARMY PUBLIC SCHOOL BINNAGURI
PURCHASE OF DESKTOP COMPUTER
(COMMERCIAL BIDS)

| Ser No | Description/Particulars | Qty | Unit price | Rate In Rupees | Total Amount incl GST |
|---------------|--|------------|-------------------|-----------------------|------------------------------|
| 01. | Slim Tower Intel Core-i5 (12 th Gen Processor) 8 GB Ram/512GB SSD/Wired Keyboard & mouse/ Intel UHD Graphics 730/ 20" LED Monitor Window 11/ MS Office 21/ Dark Black 3 Year warranty | 01 No | | | |

Note:-

1. Price should be incl of GST.
2. The quotation/tender form to be given only on the letter head bearing the name of Firm with GST No. Quotation/Tender form should be signed by the head of firms and vendor duly affixed with the office stamp.
3. Rate should be as per the items mentioned in the tender form. Price mentioned of any other items will not be considered.
4. No alteration/cutting in the quotation is acceptable.
5. Firm/vendor for supply of store will be decided by the School Purchase Committee/Board of Officer based on lowest rates and quality of stores being provided by them.
6. Stores/items so demanded to be provided/supplied by Firm/vendor in School office and no extra charges on account of transportation will be added later on.