

REQUEST FOR PROPOSAL/TENDER ENQUIRY

(ARMY PUBLIC SCHOOL KAMARAJ ROAD BANGALORE C/O HQ K & K SUB AREA)

**INVITATION OF BIDS FOR "ESTABLISHING KABADI COURT AT ARMY PUBLIC SCHOOL,
KAMARAJ ROAD, BANGALORE-42**

REQUEST FOR PROPOSAL (RFP) No : APS/CTS/KABADI/2020-21

1. **OFFLINE** bids are invited for '**ESTABLISHING KABADI COURT**' listed in Part II of this RFP. Please super scribe the above mentioned Title, RFP number and date of opening of the Bids on the sealed cover to avoid the Bid being declared invalid.
2. The address and contact numbers for sending Bids or seeking clarifications regarding this RFP are given below:-
 - (a) Bids/queries to be addressed to: **OFFICIATING PRINCIPAL, ARMY PUBLIC SCHOOL**
 - (b) Postal address : **KAMRAJ ROAD, Bangalore, 560042.**
 - (c) Name/designation of the contact personnel: **ADM SUPERVISOR, APS KAMARAJ ROAD**
 - (d) Telephone numbers of the contact personnel: **080-25581238**
 - (e) E-mail ID of the School : **apsbangalore@gmail.com** (for correspondence)
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 job required, such as the Schedule of Requirements (SOR), Technical Specifications..
 - (c) **Part III** - Contains Standard Conditions of RFP, which will form part of the Contract with the successful Bidder (**for L1 Vendors only**).
 - (d) **Part IV** - Contains Special Conditions applicable to this RFP and which will also form part of the contract with the successful Bidder (**for L1 Vendors only**).
 - (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.

PART-I : GENERAL INFORMATION

1. Last date and time for depositing the Bids: 15 JAN 2021 by 11:00 Hrs. The sealed Technical Bids should reach by the due date and time. The responsibility to ensure this lies with the Bidder.
2. **TWO BID SYSTEM OFFER**. The offer will be in two parts, Technical Bid and Price Bid. Both the parts should be submitted in separate sealed covers duly super scribed “**Technical Bid for KABADI COURT**” and “**Commercial Bid for KABADI COURT**” respectively and both sealed envelopes should be placed in another sealed envelope super scribed “**Offer for ESTABLISHING KABADI COURT**”.
3. **Forwarding of Bids** Bids should be forwarded by Bidders under their original memo/letter pad inter alia furnishing details like TIN number, VAT/GST number, Bank address with NEFT Account if applicable, etc and complete postal & e-mail address of their office.
4. PLEASE **DROP SEALED QUATATION ALONG WITH RFP AND BOQ (Bill of Quantities) DULY SIGNED IN THE TENDER BOX, AVAILABLE IN THE GROUND FLOOR OF APS Kamaraj Road.**
5. **Date and Time for opening of Technical Bids:** 11:00 Hours on 16 JAN 2021 (If due to any exigency, the due date for opening of the Tech Bids is declared a closed holiday, the Tech Bids will be opened on the next working day at the same time or on any other day/time, as intimated by the Buyer.
6. **Place of opening of the Bids:** Army Public School, K Kamaraj Road, Bangalore-42. The Bidders may depute their representatives, duly authorized in writing, to attend the opening of Technical Bids on the due date and time.
7. **EARNEST MONEY DEPOSIT (EMD).** EMD of **Rs. 22,000/- (Rupees twenty two thousand only)**, in the form of a demand draft/pay order issued by a scheduled commercial bank in favour of ‘**ARMY PUBLIC SCHOOL, MAIN A/C**’, PAYABLE at Bengaluru must be submitted along with the Techno-Commercial Offer. Offers not accompanied with EMD of Rs. 22,000/- will not be accepted. Further, the EMD amount will be forfeited if, having been selected by **APS, Kamaraj Road, Bangalore** for the job, the Bidder refuses to accept any contract or having accepted the contract, fails to carry out his obligations mentioned therein. Bank Guarantee in lieu of EMD will not be accepted. No interest will be payable on the EMD. The EMD will be refunded to Unsuccessful Bidder. The EMD money paid by the successful Bidder will be released only after satisfactory **completion of work** as per contract.
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 14 (fourteen) 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 **e-mail/Registered Letter**, but it should be followed by a signed confirmation copy to be sent through representative 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 **EMD**.

10. **Clarification regarding contents of the Bids** During evaluation and comparison of Tech/Commercial 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. **Validity of Bids** The Bids should remain valid for 3 MONTHS from the last date of submission of the Bids.

PART II – ESSENTIAL DETAILS OF ITEMS/WORK REQUIRED

1. **Schedule of Requirement:** Details of requirement for “**ESTABLISHING KABADI COURT**” are as given in the school website : www.apsbangalore.edu.in
2. Bidders are required to furnish compliance of technical requirement as provided by OEM of the hardware bringing out clearly the deviations, if any. The Bidders are advised to submit the compliance statement in the specified format of Technical Bid as given at **Annexure I** to this **Part-II**.
3. **Completion Period.** **06 Weeks** for **establishing KABADI Court** as per **work order**. Please note that **Work order can be cancelled unilaterally by the Buyer in case the materials are found substandard and not as per the drawing of the Kabadi Court**. Extension of Work Ordered delivery period will be at the sole discretion of the Buyer, with applicability of LD clause.
 - (a) The items and complete functionality of the project will be done BY SUPPLIER/CONTRACTOR subjected to Acceptance Test Procedure (ATP). It will be ensured that both ATP and the activity of installation are completed within **One week** after delivery of items at user premises.
4. **Delivery and Transportation.** The materials will be delivered at APS,K Kamaraj Road, Bangalore under own arrangement of the vendor/contractor.

Consignee Details.

The Principal,
Army Public School,
K Kamaraj Road
Bangalore-42

TECHNICAL BID

For : Establishing Kabadi Court at Army Public School, Kamaraj Road, Bngalore-42

| Se r No | Items Name & specification | Compliance of technical requirement as provided by OEM (Yes/No) | Deviation (if any) |
|------------------------|---------------------------------------|--|-------------------------------|
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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 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 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.. Format of the certificate is enclosed as **Annexure I** to this **Part-III** and the laws governing the contract is as **Annexure II** to this **Part-III**.
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 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 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 above LIBOR rate. The Buyer will also have the right to recover any such amount from any contracts concluded earlier with the Government of India.

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. **Format to be signed and referred enclosed as Annexure III to this Part-III.**

8. **Liquidated Damages.** In the event of the Seller's failure to submit the Bonds, Guarantees and Documents, supply of equipment 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 complete project.

9. **Method of payment of Liquidated Damages.** The amount charged as liquidated damages shall be deducted by the Customer from the amount due for payment to the vendor. If the amount of such LD exceeds the payments due to the Vendor, the Vendor shall within 30(thirty) days make payment to the Customer in full & final settlement of claims failing which the Bank Guarantee will be encashed to make good the amount exceeding the payments due to the vendor.

10. **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 of material is delayed due to causes of Force Majeure by more than (two 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.

11. **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.

12. **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.

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. **Taxes and Duties.**

As per existing rules and regulations on date of submission of bid.

ACCEPTANCE TO TERMS AND CONDITIONS

It is certified that all the terms and conditions as laid in the RFP are accepted by the company and we will abide by them.

Company Seal

(Authorized Signatory of Company)

Place : _____

Date : _____ 2020

LAWS GOVERNING THE CONTRACT

1. This contract shall be governed by the laws of the Government of India for the time being in force.
2. The marking of items supplied must comply with the requirement of the Indian Acts relating to trade and Merchandise marks and of rules made under such acts.
3. Irrespective of the place of delivery, the place of performance, or place of payment under the contract, the contract shall be deemed to have been made at the place from which the supply order has been issued.
4. **Jurisdiction of Courts.** The courts of the place from where the acceptance of tender has been issued shall alone have jurisdiction to decide any dispute arising out of or in respect of the contract.
5. The approval or rejection of tenders rests with the purchaser who reserves to himself the right of rejecting any tenders in whole or in part of any item, without any cause being assigned for same. The lowest tender will not be necessarily be accepted either or without assigning any reasons.
6. In event of any breach of or default in all or any of the conditions set forth in this contract the purchaser may take and forfeit to itself any part thereof or the whole amount of payment still due to the firm, as it may in its absolute discretion to compensate, reimburse or indemnify in respect of loss or damage or inconvenience raised by reason of breach or default.
7. Action set forth in Para 6 above shall not in any way affect, limit or extinguish any remedy or relief to which the purchaser may at any time be lawfully entitled against the supplier and the above actions shall not be deemed to relieve the supplier from any suit, prosecution or proceedings to which he may be liable under any law for the time being in force in respect of any thing by him at any time done or omitted.
8. (a) In the events of any dispute, a party may seek conciliation proceedings. The conciliation proceedings will be in accordance with the Arbitration and Conciliation Act, 1996 and the rules made there under and any statutory modification thereof.

(b) The party initiating conciliation shall send to the other party a written invitation to conciliate under this part, briefly identifying the subject of the dispute.

(c) Conciliation proceedings shall commence when the other party accepts in writing the invitation to conciliate.

(d) If the other party rejects the invitation, there will be no conciliation proceedings.

(e) If the party initiating conciliation does not receive a reply within thirty days from the date on which he sends the invitation, or within such other reasonable period of time as specified in the invitation, he may elect to treat this as a rejection of the invitation to conciliate and if he so elects, he shall inform in writing the other party accordingly.

(f) There shall be one conciliator of the rank of Lieutenant Colonel or above who will be appointed by contract sanctioning authority. The conciliator will be a serving officer who had not dealt with the contract in question.

(g) If both the parties reach an agreement on settlement of the dispute, the settlement agreement shall have the same status and effect as if it is an arbitrate award on agreed terms on the substance of dispute rendered by an arbitrate tribunal under section 30 of Arbitration and Conciliation Act, 1996.

9. The parties shall not initiate during the conciliation proceedings, any arbitral or judicial proceedings in respect of a dispute that is the subject matter of the conciliation proceedings except that a party may initiate arbitral or judicial proceedings where, in his opinion, such proceedings are necessary for preserving his rights.

(a) In the event of any question, dispute or differences arising under these conditions or any special conditions of contract, or in connection with this contract, (except as to any matter the decision of which is specially provided for by these or the special conditions) the same shall be referred to the sole arbitration of the officer sanctioning the contract as per powers conferred by clause (l) of Article 299 of the constitution or of any officer appointed by him not below the rank of Lieutenant Colonel. The award of the arbitrator shall be final and binding on the parties to this contract.

(b) In the event of the arbitrator to whom the matter is referred is denying, neglecting or refusing to act or resigning or being unable to act, including transfer to another place or his award being set aside by the court or any reason, it shall be lawful for the contract sanctioning officer to appoint another arbitrator in place of or out going arbitrator in the matter aforesaid.

(c) It will be no objection that the arbitrator is a Government servant provided that such arbitrator had not been associated with the dispute or difference in question nor had expressed his views on any of the matters in such dispute or difference.

(d) It is further a term of the contract that no person other than the person appointed by the contract sanctioning officer as aforesaid should act as arbitrator and that, if for any reason that is not possible, the matter is not to be referred to arbitration at all.

(e) A demand for arbitration shall be in writing and made within six months from the date of termination of contract. The date of termination of contract shall mean and include:-

(i) The last date of delivery/installation of goods according to the terms of the contract.

(ii) In case where the contract is cancelled wholly or partly, the date when the cancellation is issued. It is also a term of the contract that in case the contractor /(s) do/ does not make any demand for arbitration in writing within 180 days of receiving the intimation from the Government that the final bill in settlement of account is ready for payment or the date of which the dispute in regard to interpretation of terms of contract has arisen, the right of the contractor to claim arbitration will be deemed to have been extinguished and absolutely barred and by virtue of abandonment of the claims the Government shall be discharged and released of all liabilities arising out of the performance of the contract and the claims pertaining thereto.

(f) The arbitrator may from time to time without the consent of the parties to the contract but with the approval of competent financial authority to enlarge the time of making award.

(g) The arbitrator shall state the reasons upon which the award is based irrespective of the amount involved.

(h) The venue of the arbitration shall be in place from where the acceptance note was issued or such other place that the arbitrator at his discretion may determine.

(j) Subject too as aforesaid, the Arbitration and Conciliation Act, 1996 and the rules there under and any statutory modifications thereof for the time being in force or in rules made there under shall apply to the arbitration proceedings under this clause.

(k) It is a condition of this contract that by mere initiation or continuation of the arbitration proceedings, the contractor shall not stop or suspend the performance of his contractual obligations.

(l) In this clause the expression "the officer sanctioning the contract" includes his successor in office or any other officer who is for the time being discharging the duties of such officer in addition to other functions or otherwise.

10. As provided in Arbitration and Conciliation act, 1996 either party may initiate for conciliation proceedings in the event of disputes arising out of legal relationships whether contractual or not and to all proceedings relating thereto.

11. Limitation to act :-

(a) The mandate of the arbitrator shall terminate if: -

(i) He becomes de jure or de facto unable to perform his functions or for other reasons fails to act without undue delay.

(ii) He withdraws from his office or the parties agree to the termination of his mandate.

(b) If controversy remains concerning any of the grounds referred to in clause (a) of sub-section (1), a party may, unless otherwise agreed by the parties, apply to the court to decide on the termination of the mandate.

(c) If under this section of sub-section (3) of section 13, of Arbitration and Conciliation Act 1996, an arbitrator withdraws from his office or a party agrees to the termination of the mandate of an arbitrator, it shall not imply acceptance of the validity of any ground referred to in this section or sub-section (3) of section 12 of Arbitration and Conciliation Act 1996.

12. Termination of mandate date and substitution of arbitrator: -

(a) In addition to the circumstances referred to in Section 13 or Section 14 of Arbitration and Conciliation Act 1996, the mandate of an arbitrator shall terminate:-

(i) Where he withdraws from office for any reason, or.

(ii) By or pursuant to agreement of the parties.

(b) Where the mandate of an arbitrator terminates, a substitute arbitrator shall be appointed according to the rules that where applicable to the appointment of the arbitrator being replaced.

(c) Unless otherwise agreed by the parties, where an arbitrator is replaced under sub-section (2), any hearings previously held may be repeated at the discretion of the arbitral tribunal.

(d) Unless otherwise agreed by the parties, an order or ruling of the arbitral tribunal made prior to the replacement of an arbitrator under this section shall not be invalid solely because there has been a change in the composition of the arbitral tribunal.

Company Seal

(Authorised signatory of Company)

Date :

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.

Company Seal

(Authorised signatory of Company)

Date :

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 10% 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 Performance Bank Guarantee shall be considered open upon receipt by the Buyer's Bank. In case any claims or any other contract obligations are outstanding, the Seller will extend the Performance Bank Guarantee as asked for by the Buyer till such time as the Seller settles all claims and completes all contract obligations. The Performance Bank Guarantee will be subject to encashment by the Buyer, in case the conditions regarding adherence to delivery schedule, settlement of claims and other provisions of the contract are not fulfilled by the Seller.
2. **Payment Terms.** The payment would be made through APS, Bangalore. 100% payment will be made after delivery, installation, brand registration and acceptance testing of the item.
3. **Paying Authority:** Paying authority will be The Principal, Army Public School, Bangalore. The payment of bills will be made on submission of the following documents by the Seller to the Paying Authority along with the bill:-
 - (a) Indigenous Sellers: (Name and address, contact details).
 - (i) Ink-signed copy of Commercial invoice / Seller's bill.
 - (ii) Copy of Work Order/Contract.
 - (iii) Inspection note/Acceptance certificate.
 - (iv) 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.
 - (v) Exemption certificate for Excise duty / Customs duty, if applicable.
 - (vi) Bank guarantee for advance, if any.
 - (vii) Guarantee / Warranty certificate.
 - (viii) Performance Bank guarantee / Indemnity bond where applicable.
 - (ix) DP extension indicating whether extension is with or without LD.
 - (x) 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).

- (xi) Any other document/ certificate that may be provided for in the Supply Order/ Contract.
- (xii) User Acceptance.
- (xiii) Xerox copy of PBG.

4. **Fall clause.** The following fall clause will form part of the contract placed on successful Bidder -

(a) The price charged for the stores/services supplied under the contract by the Seller shall in no event exceed the lowest prices at which the Seller sells the stores/services or offer to sell stores of identical description to any persons/Organization including the purchaser or any department of the Central government or any Department of state government or any statutory undertaking the central or state government as the case may be during the period till performance of all supply Orders placed during the currency of the rate contract is completed.

(b) If at any time, during the said period the Seller reduces the sale price, sells or offer to sell such stores/services to any person/organization including the Buyer or any Department of central Govt. or any Department of the State Government or any Statutory undertaking of the Central or state Government as the case may be at a price lower than the price chargeable under the contract, the seller shall forthwith notify such reduction or sale or offer of sale to the Buyer and the price payable under the contract for the stores/services of such reduction of sale or offer of the sale shall stand correspondingly reduced. The above stipulation will, however, not apply to:--

- (i) Exports by the Seller.
- (ii) Sale of goods as original equipment at price lower than lower than the prices charged for normal replacement.
- (iii) Sale of goods at lower price on or after the date of completion of sale/ placement of the order of goods by the authority concerned under the existing or previous Rate Contracts as also under any previous contracts entered into with the Central or State Govt. Departments, including their undertakings excluding joint sector companies and/or private parties and bodies.

(c) The Seller shall furnish the following certificate to the Paying Authority along with each bill for payment for supplies made against the Rate contract – “We certify that there has been no reduction in sale price of the stores of description identical to the stores supplied to the Government under the contract herein and such stores have not been offered/sold by me/us to any person/organization including the purchaser or any department of Central Government or any Department of a state Government or any Statutory Undertaking of the Central or state Government as the case may be upto the date of bill/the date of completion of supplies against all supply orders placed during the currency of the Rate Contract at price lower than the price charged to the government under the contract except for quantity of stores”.

5. **Risk & Expense clause.**

(a) Should the stores or any instalment 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 instalment 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.

(d) Any excess of the purchase price, cost of manufacturer, or value of any stores procured from any other supplier as the case may be, over the contract price appropriate to such default or balance shall be recoverable from the SELLER.

6. **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) 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.

7. **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.

8. **Quality Assurance.** Seller would provide the Standard Acceptance Test Procedure (ATP) within one week of this date of contract. Buyer reserves the right to modify the ATP. The details if any in this regard will be coordinated during the negotiation of the contract.

9. **Warranty.** Vendor will provide **THREE YEAR free on site comprehensive warranty** support for the items commencing from the date of acceptance. During warranty, the vendor will repair/replace without any cost of Part/accessory, which becomes defective except item of consumable nature. During the warranty period all warranty benefits received by you from the OEMs, for any item pertaining to third parties will be passed on to the Buyer. The Buyer may invoke the Bank guarantee in case the vendor fails to ensure rectification of defects within two weeks of the defect being intimated to the vendor. Vendor will ensure 95% systems availability during the warranty period.

10. **Maintenance.** In order to ensure functionality during the entire life time of the system being procured, the vendor would provide the following:-

(a) **During the period of warranty the vendor will ensure that the system continues to perform in exactly the same manner as at the time of acceptance.**

(b) **Hardware Maintenance.** Hardware supplied would be repaired at the site. The user would approve out of site for repairs, if necessary.

(c) **Hardware Up-gradation.** Vendor's responsibility in this regard would be limited to providing updates/upgrades, which come free of cost from the principles

11. **Indemnity Clause.** All bidders/vendors are required to indemnify **Principal, Army Public School, Bangalore** against infringement of **Intellectual property rights (IPR)** of a third party or piracy etc on a non-judicial stamp paper at the time of supply.

12. **Placement of Order.** The purchase order will be placed on **L1 firm/vender.**

13. **Please ensure that this is your best and final offer.** Quotes once received will not be changed. **If there is any doubt, the same must be clarified from APS Kamaraj Road before submission of the final bids.** Hardware stated in the tender enquiry will be quoted for. Failure to do so would lead to rejection of both technical and commercial bids.

14. **Security.** The vendor will certify that all information and data available to him as a part of the project will remain the exclusive property of **Principal Army Public School, Bangalore** and will not be disclosed to any person not authorized by this Headquarters. Failure to comply with this clause will make the vendor liable to action as per law.

15. The following will be submitted along with Technical bids :-

| Ser No | Description | Compliance/Remarks |
|--------|---|--------------------|
| (a) | <u>Name and details for the firm</u> Name , Postal Address, Telephone Nos, Fax No & E Mail Address (Mandatory) POC name. | |
| (b) | Should be able to deploy the OEM certified resource for the products under consideration for implementation. | |
| (c) | Permanent Account No.(PAN), Sales Tax Registration No. VAT and Service Tax no. of the agency, (Photocopy of the supporting documents to be enclosed) GSTN etc | |

I hereby confirm that the details furnished above are true to the best of my knowledge.

Company Seal

(Authorized Signatory of
OEM/Company/Vendor)

Place :

Dated :

PART V – EVALUATION CRITERIA & PRICE BID ISSUES

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**, both the technical and commercial bids forwarded by the Bidders will be opened and evaluated by the Buyer with reference to compliance of technical requirement as provided by OEM.
 - (c) The Lowest Bid will be decided upon the lowest price quoted by the particular Bidder for the complete project as it is an integrated project as per the Price Format given at Para 4 below. The consideration of taxes and duties in evaluation process will be final cost inclusive of all taxes and duties quoted by the Bidders. The ultimate cost to the Buyer would be the deciding factor for ranking of Bids.
 - (d) If there is a discrepancy between the unit price and the total price that is obtained by multiplying the unit price and quantity, the unit price will prevail and the total price will be corrected. If there is a discrepancy between words and figures, the amount in words will prevail for calculation of price.
 - (e) The Lowest Acceptable Bid will be considered further for placement of contract / Supply Order after complete clarification and price negotiations as decided by the Buyer.
 - (f) Delivery within stipulated time of signing of contract shall be accepted
 - (g) 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 a price inclusive of any duty and does not confirm inclusive of such duty so included is firm and final, he should clearly indicate the rate of such duty and quantum of excise duty included in the price. Failure to do so may result in ignoring of such offers summarily. If a Bidder is exempted from payment of Customs duty / Excise Duty / VAT duty upto any value of supplies from them, they should clearly state that no excise duty will be charged by them up to 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 leviable 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.

(h) In import cases, all the foreign quotes will be brought to a common denomination in Indian Rupees by adopting the exchange rate as BC selling rate of the State Bank of India on the date of the opening of Price Bids.

(j) 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.

(k) The Buyer reserves the right to evaluate the offers received by using Discounted Cash Flow method. 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.

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

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

2. An offer received incomplete or ambiguous will be rejected at the discretion of the Principal, APS KAMARAJ ROAD, BANGALORE without recourse to further clarifications. The Principal, APS KAMARAJ ROAD, BANGALORE also reserves the right to seek clarification from one or more vendors, if considered necessary and also not accept any offer at all. The AMC cost will not be included for determination of L-1 vendor.

3. You are requested to indicate your ability to supply the same based on your firms competitive quotes. You are requested to forward your offers in sealed covers to Principal, APS Bangalore, K Kamaraj Road, Bangalore-42

4. **Price Bid Format.** The Format of commercial Bid is enclosed as **BOQ/Annexure I to Part-V** The Bidders are required to furnish the following details correctly along with the commercial bid on BOQ:-

- (a) Accessories (if any).
- (b) Installation / Commissioning charges (if any).
- (c) Is Service Tax extra? If yes, then mention the following:-

- (i) Total value of Services on which Service Tax is leviable:
- (ii) Rate of Service Tax leviable:
- (iii) Total value of Service Tax leviable:

5. The Bidders are required to furnish total cost of the project.

6. Date and time of Price Negotiation, if needed, will be intimated later.

ARMY PUBLIC SCHOOL
 KAMARAJ ROAD, BANGALORE -42

| Name of work : Establishing KABADI Court at Army Public School, Kamaraj Road Bangalore-560 042 | | | | | |
|---|--------------------|----------------------|------------|--|---|
| SL NO | DESCRIPTION | SPECIFICATION | QTY | RATE/ UNIT (To be filled by vendor) | NET AMT (inclusive of all taxes , GST, Transportation etc.) |
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