

ARMY PUBLIC SCHOOL PATHANKOT
CALL FOR QUOTATION

1680004/APSP/Auditorium ACs/2024

06 Apr 2024

CALL FOR QUOTATIONS – PURCHASE & INSTALLATION OF 11 X 2 TON HEAVY DUTY
SPLIT ACs WITH STABILIZER IN MULTIPURPOSE HALL OF APS PATHANKOT

PART – I

1. Bids are invited in two bid system for purchase and installing 11 x 2 Ton heavy duty split ACs with stabilizer in the multipurpose hall.

Eligibility Criteria:-

2. The bidder should have valid GST No.

3. The work required are categorized in Appx 'A' attached to this RFP. It may please be noted that quotation will be submitted in sealed envelope.

4. **Optional Site Visit.** The bidders are advised to visit and examine the installation site and its surroundings and obtain for itself on its own responsibility all information that may be necessary for preparing the bid before submitting the bid.

Other Details:-

5. Bids in sealed cover for Purchase and installation of 11 x 2 Ton Heavy Duty Split ACs with Stabilizer in the School Multipurpose Hall” in school premises. Please super scribe “_____” (Category of work i.e. “Purchase and installation of 11 x 2 Ton Heavy Duty Split ACs with Stabilizer in Multipurpose Hall). RFP No 1680004/APSP/Auditorium ACs/2024 dt **06 Apr 2024** on sealed cover will be super scribed to avoid the bid being declared invalid.

(a) Last date for submission of bids by or before 1100 hrs on **16 Apr 2024** . The sealed bids should be deposited/reach by the due date and time. The responsibility to ensure this lies with the bidder. Bids received beyond the time and date given above shall be rejected.

(b) **Manner of depositing the bids** : Sealed bids should be either dropped in the Quotation Box marked as Quotation box or sent by registered post to APS Pathankot, Near KV-2, Sujapur Area, Pathankot prior to the due date and time. No responsibility will be taken for postal delay or non delivery/non receipt of bid documents. Bids sent by FAX or email will not be considered.

(c) **The exact date & time for opening of bids will be uploaded on school website as per availability of Presiding Officer.** If due to any exigency, the due date for opening of the bids is declared 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.

(d) **Location of the Tender Box** : Main office of APS Pathankot. Only those bids that are found in the quotation box will be opened. Bids dropped in the wrong box will be tendered invalid.

6. The address and contact number bids or seeking clarifications regarding this RFP are given below:-

(a) Bids/queries will be addressed to : **Principal, Army Public School, Pathankot.**

(b) Postal Address for sending the bids : **Army Public School Pathankot,
Near KV-2, Sujapur Area**

(b) Interested vendors to collect call for quotation alongwith other related documents of the above contract from Main office, APS Pathankot or download from school website between 1200 hrs to 1500 hrs on payment of Rs 100/- (Cash/DD) on or before **16 Apr 2024**. Vendors will submit call for quotation alongwith EMD of Rs 30,000/- in favour of Principal APS Pathankot (To be refunded after one month).

(d) Name/ designation of the contact Person : **Dr Anju Saini, Principal,
APS Pathankot.**

(e) Telephone number : **Civil 0186 – 2920399 (O)**

(f) E-mail id : apspathankot@AWESINDIA.EDU.IN3

(g) School website : www.apspathankot.org.

7. The RFP is being issued with no financial commitment and the school 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.

Sd/- x x x
(Dr Anju Saini)
Principal
APS Pathankot

Enclosures : (As above)

Appx 'A'

(Ref APS Pathankot call for quotation
No 1680004/APSP/Auditorium ACs/2024
Dated 06 Apr 2024)

**PURCHASE & INSTALLATION OF 11 X 2 TON HEAVY DUTY SPLIT ACs WITH
STABILIZER IN MULTIPURPOSE HALL OF APS PATHANKOT**

| Ser No | Description | HSN Code | A/U | Qty | Rate with GST | Total amount (Approx) |
|-------------------|--|----------|-----|-----|---------------|-----------------------|
| 1. | Supply & Installation of 11 Nos Heavy Duty ACs with following provision:- (a) Tonnage: 2 Ton (b) Type: Split AC (c) Length of copper cable: 300 mtr (d) Stabilizer : 01 x Stabilizer with each AC having a min load bearing capacity of 170 V to 270 V with copper coils (e) No of DBs: 02 (f) MCB: 01 per AC (g) 01 X PPGI stand per AC. | NK | Nos | 01 | | |
| Total amount | | | | | | |
| Any other charges | | | | | | |
| G/Total | | | | | | |

Sign of dealer with affixing stamp _____

ARMY PUBLIC SCHOOL PATHANKOT

REQUEST FOR PROPOSAL (RFP) AGAINST OPEN TENDER ENQUIRY(OTE)

1680004/APSP/Auditorium ACs/2024

06 Apr 2024

**INVITATION OF BIDS FOR “ PURCHASE & INSTALLATION OF 11 x 2 TON HEAVY DUTY
SPLIT ACs WITH STABILIZER IN MULTIPURPOSE HALL
OF ARMY PUBLIC SCHOOL PATHANKOT**

1. Sealed bids under Open Tender Enquiry are invited by Army Public School Pathankot for purchase and installation of qty 11 X 2 Ton Heavy Duty ACs with Stabilizer in Multipurpose Hall of Army Public School Pathankot. The tender reference number is 1680004/APSP/Auditorium ACs/2024 dated 06 Apr 2024.

2. **Turn key Project.** The said project is a turn key project. The solution being offered by the vendor will be customized to the requirement of the buyer. Vendors will ensure that the bids submitted by them are complete.

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

- (a) **Bids / Queries to be addressed to.** Principal
Army Public School, Pathankot
Near KV -2 Sujanpur area
Pathankot- 145001
- (b) **Postal address for sending the Bids.** Same as above.
- (c) **Name/designation of the contact personnel.** Principal Army Public School,
Pathankot
- (d) **Telephone numbers of the contact personnel.** 0186- 2920399
- (e) **E-mail ids of contact personnel.** apspathankot@awesindia.edu.in

4. This RFP is divided into four 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 Scope of work, Technical Specifications, Delivery Period, Mode of Delivery and Consignee details.
- (c) **Part III.** Contains Standard Conditions of RFP, which will form part of the Contract with the successful Bidder.
- (d) **Part IV.** Contains Evaluation Criteria and Format for Price Bids.

5. **Placement of Order.** The Supply Order will be placed on successful conclusion of negotiations on L1 bidder.

6. 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.

7. The vendors will submit their technical and commercial bids as per the format given in the tender document. The original copy should be attested the remaining two can be photocopies. If the original tender enquiry along with its appendices are not forwarded then the submitted tender would be rejected.

< Name of person issuing tender >

Part I – General Information

1. **Last date and time for depositing the bids.** The last date for depositing bids is **16 Apr 2024 at 1100 hrs**
2. **Manner of Depositing the Bids.** Sealed Bids should be either dropped in the Tender Box marked as “**Tender Box**” and placed in Adm Block of APS Pathankot or sent by registered post/speed post at the address given at para 3 (a) above so as to reach by due date and time. Late tenders will not be considered. No responsibility will be taken for postal delays or non – delivery/ non – receipt of Bid documents.
3. **Time and Date of Opening of Bids.** The exact date & time for opening of bids will be uploaded on school website as per availability of Presiding Officer on or after 16 Apr 2024. If due to any exigency, the due date for opening of the bids is declared 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 school.
4. **Location of Tender Box.** **Army Public School, Pathankot.** 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. **Eligibility Criteria.** The bidder should have undertaken atleast two similar AC installation work in any school. Work order of the previous jobs to be submitted, failing which the bids will be summarily rejected.
6. **Cost of Tender.** **Crossed demand draft of Rs. 100/-** (Rupees One Hundred only) in favour Principal Army Public School Pathankot, payable at Pathankot will be deposited as tender fee (non-refundable). DD should be valid for minimum three months period. **Tender fee is NOT exempted for any firm.** The Demand draft will be deposited along with the bids.
7. **Opening of the Bids.** **The physical verification of tender bids will be done by a Procurement Committee at Army Public School, Pathankot .** The Bidders may depute their representatives, duly authorized in writing, to attend the opening of bids on the due date and time. However, the same is not mandatory. This event will not be postponed due to non-presence of your representative.
8. **Two Bid System.** Technical bid will be opened as mentioned above. Commercial bids of only those firms will be opened whose Technical Bids have been accepted.
9. **Forwarding of Bid.** Bids should be forwarded by Bidders under their original memo/ letter pad inter alia furnishing details of GST Registration No, Bank address with EFT Account if applicable, etc and complete postal and e mail address of their office.
10. **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 **16 Apr 2024** 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.
11. **Modification and Withdrawal of Bids.**
 - (a) Any bidder, who proposes alterations to any of the condition, specifications laid down in the Tender documents or any new condition, whatsoever, is liable to be rejected. No bid shall be modified once dropped in tender box and after the deadline for submission of bids.
 - (b) If a bidder desires to withdraw before bid submission closing date/time, he may do so but cost of the tender (Rs 100/-) will not be refunded.
 - (c) No bid may be withdrawn in the interval between the deadline for submission of bids and expiry of the period of the specified bid validity.

12. **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. Should there be any requirement, the buyer may ask the vendor to give a presentation and demonstration to clarify any matter on no cost no commitment basis.
13. **Rejection of Bids.** Canvassing by the Bidder in any form, unsolicited letter and post-tender correction may invoke summary rejection. Conditional tenders will be rejected. This being a turnkey project, Bidders will bid for all items. Piecemeal/partial bids will be rejected.
14. **Validity of Bids.** The Bids should remain valid till **60 days** from the last date of submission of the Bids.
15. **Earnest Money Deposit.** Bidders are required to submit Earnest Money Deposit (EMD) for amount of **Rs 30,000/-** along with their bids. Further details are furnished below:-
- (a) The same is to be enclosed in a separate envelope inside the main envelope and **NOT repeat NOT enclosed** in the envelope of Technical/Commercial Bids.
 - (b) The EMD may be submitted in the form of a Fixed Deposit Receipt, Bank Guarantee from any of the public sector banks or a private sector bank authorised to conduct business with government. The same is to be drawn in favour of **Army Public School Pathankot payable at Pathankot**
 - (c) **Validity.** The bid security is to remain valid for a period of 60 days beyond the final bid validity period. EMD of the unsuccessful bidders will be returned to them, without any interest whatsoever, 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.
 - (d) **Forfeiture.** 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. If the successful vendor/firm fails to furnish the required performance security then the EMD furnished will be forfeited.

PART II – ESSENTIAL DETAILS OF ITEMS/SERVICES REQUIRED

1. **Scope of Work.** The scope of work is given below.

| S No | Nomenclature of Work | Quantity | Remarks |
|------|---|----------|---------|
| (a) | Purchase and installation of 11 X 2 Ton Heavy Duty Split ACs with Stabilizer in Multipurpose Hall of Army Public School Pathankot | 01 | - |

2. **Specifications.** The technical specifications and details of the work as mentioned at Ser No 1 above are shown as per **Appendix A.**

3. **Requirement of Technical Documentation.**

- (a) The vendor will provide complete details of the work involved in the technical bid.
- (b) The vendor should have his own facility to install the ACs and to execute the work
- (c) The vendor will submit the proof of at least two previous jobs of similar nature executed by him.

4. **Two Bid Systems.** In respect of Two-Bid Systems, Bidders are required to furnish clause by clause compliance of specifications bringing out clearly the deviations from specifications, if any. Technical bid has to be submitted on the forms attached at **Appendix B** and the Commercial bid on the form attached at **Appendix C.**

5. **Inspection and Acceptance Testing.**

- (a) **Initial Inspection.** Physical inspection of stores will be first carried out at **Army Public School Pathankot** by a **Board of Officers** detailed. The Board will ensure that all the items delivered are as per bill of material. Items found defective/damaged/not conforming to technical QR will be replaced immediately by the seller with stores of correct specifications within 21 days of inspection at his own cost and risk. **In case of any dispute, decision of the buyer will be final and binding.**

- (b) **Procedure for Acceptance Testing.** After the completion of the work there will be a one month period for testing of the infrastructure. Any defects arising or noticed during this period by the Buyer will be rectified immediately by the vendor without any additional charges. The entire work including electrical items will be under comprehensive warranty against damages / breakages/failure for a period of one year.

6. **Delivery Period.** Delivery period for **supply of items/ construction of work** would be **45 days** 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.

7. **INCOTERMS / Terms of Delivery.** The manufactures shall be responsible for the safe delivery of the stores at the consignee's site, free of cost.

8. **Consignee Details.**

**Principal,
Army Public School,
Pathankot
Near KV No 2
Pathankot – 145001**

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 Contract.** The contract shall come into effect on the date of signing of supply order by this office 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.**
 - (a) 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.
 - (b) **Time Limit For Arbitration.**
 - (i) If no request in writing for arbitration is made by the vendor within a period of six months from the date of completion of contract, all claims of the contractor under the contract shall be deemed to be waived and absolutely barred and the **Buyer** shall be discharged and released of all his liabilities under the contract.
 - (ii) The date of completion of contract shall mean and include the date on which the one month testing period after the construction is completed.
 - (c) **Jurisdiction of Courts.** The courts of the place from where the acceptance of tenders has been issued shall alone have jurisdiction to decide any dispute arising out of the contract.
 - (d) **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 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, 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.

4. **Agents / Agency Commission** The Seller confirms and declares to the Buyer that the Seller is the original dealer of the work to be constructed referred to in this Contract and has not engaged any individual, 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 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, and paid or intended to pay any amount, gift, reward, fees, commission or consideration to such person, whether before or after the signing of this contract, the Seller will be liable to refund that amount to the Buyer. 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.

5. **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.

6. **Liquidated Damages.** In the event of the Seller's failure to submit the Bonds, Guarantees and Documents, supply the stores/goods and conduct trials, etc specified in this supply order, the Buyer may, at his discretion, withhold any payment until the completion of the supply order. The BUYER may also deduct from the SELLER as agreed, liquidated damages to the sum of 0.5% of the supply order price of the delayed/undelivered stores/services mentioned above for every week of delay or part thereof a week, subject to the LD not exceeding 10% of the total value of goods/services delayed beyond the original date of delivery/completion of supplied/ service a indicated in the supply order”.

7. **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 **thirty days** 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 **three months**.
- (d) The Buyer has noticed that the Seller has utilised the services of an agent in getting this contract and paid any commission to such individual / company etc.
- (e) As per decision of the Arbitration Tribunal.

8. **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.

9. **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.

10. **Taxes and Duties.**

(a) **General:-**

(i) Bidders must indicate separately the relevant taxes/Duties likely to be paid in connection with delivery of completed goods specified in RFP. In absence of this, the total cost quoted by them in their bids will be taken into account in the ranking of bids.

(ii) If a bidder is exempted from payment of any duty/tax up to any value of supplies from them, he should clearly state that no such duty/tax 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 any Duty/tax, it should be brought out clearly. In such cases, relevant certificate will be issued by the Buyer to enable the Seller to obtain exemptions from taxation authorities levied by central/ State/ local governments such as excise duty, VAT, Service tax, octroi/entry tax, etc on final product will be paid by the Buyer on actual, based on relevant documentary evidence.

11. **Payment Terms for Indigenous Sellers.** It will be mandatory for the Bidders to indicate their bank account numbers and other relevant payment details so that payments could be made through RTGS/NEFT mechanism instead of payment through cheques, wherever feasible. The payment will be made as per the following terms, on production of the requisite documents:

- (a) 40% of total cost of the project shall be paid to the vendor on delivery of complete stores and commencement of the work.
- (b) 50% of the total cost of the project will be given on completion of the project and signing of the ATP (Acceptance Test Procedure).
- (c) Bal 10 % of the cost will be paid 30 days after ATP on satisfactory performance of the work.
- (d) The firm will quote its Sales Tax /GST registration number on the bill and also endorse the following certificate on the bill where Sale Tax/GST is charged:-

“Certified that the goods, on which Sales Tax/GST has been charged have not been exempted under the Sales Tax Act/CSP or the rules made there under. The charges levied on account of Sales Tax on the goods supplied are correct under the provisions of the Act or rules made there under”

- (e) The payment of all taxes/duties (Customs duty /GST or any other tax) will be paid on receipt of documentary proof.

12. **Paying Authority. Army Public School Pathankot.** The payment of bills will done through Account Payee cheque on submission of the following documents by the Seller to the Paying Authority along with the bill:-

- (a) Ink-signed copy of Commercial invoice / Seller’s bill.
- (b) Claim for statutory and other levies to be supported with requisite documents / proof of payment
- (c) Exemption certificate for Excise duty / Customs duty, if applicable.
- (d) 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).
- (e) Any other document / certificate that may be provided for in the Supply Order / Contract.

13. **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 instalment thereof not perform in accordance with the specifications / parameters provided by the SELLER during the check proof tests to be done at the BUYER’s location, 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.

14. **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 Major 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.

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

(a) The stores shall be delivered at Army Public School Pathankot

(b) Seller will bear the costs and freight necessary to bring the goods to the destination.

(c) The Seller also has to procure insurance against the Buyer's risk of loss of or damage to goods during the carriage.

(d) The Seller will contract for insurance and pay the insurance premium.

16. **Inspection Authority** The Inspection will be carried out by Acceptance Testing Board constituted by the management committee of **Army Public School, Pathankot**. The mode of Inspection will be Joint Inspection by the Acceptance Testing Board and the seller.

17. **Inspection and Acceptance Testing.**

(a) **Initial Inspection.** Physical inspection of stores will be first carried out at **Army Public School, Pathankot** by Opening Board constituted by the management committee of **Army Public School, Pathankot** to ensure that all the items have been delivered as per bill of material. Items found defective/damaged/not conforming to technical QR will be replaced immediately by the seller with stores of correct specifications within 21 days of inspection at his own cost and risk. **In case of any dispute, decision of the buyer will be final and binding.**

(b) **Inspection and Testing During Construction.** The Board constituted by the management committee of **Army Public School, Pathankot** to oversee the execution of work will be at full liberty to inspect the work during construction at any time and bring out any anomaly, discrepancies or any other observation to the vendor or its rep. The vendor or the rep has to incorporate the changes suggested by the board within the scope of the work.

(c) **Acceptance Testing.** ATB will be constituted to carry out ATP of the wk executed by the vendor. The bd will ascertain that the wk has been executed as specified in the SO.

18. **Performance Bank 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 an amount of **Rs 3,00,000/- (Rupees Three lakhs only)** within 30 days of receipt of the confirmed order. Performance Bank Guarantee will be kept with **the Principal, Army Public School Pathankot (Pb) PIN-145001** and should be valid upto **nine months** from the date of supply order. The specimen of PBG is given at **Appendix D**.

PART IV – 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. The commercial bids of vendors shortlisted by the TEC will only be opened. Vendors are requested to quote **COMPETITIVE AND REALISTIC PRICES IN THE INITIAL BID ONLY.** The negotiations will be held with the vendor who meets the QR and is the lowest bidder (L1).

(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. The compliance of Technical Bids would be determined on the basis of the parameters specified in the RFP. The Price Bids of only those Bidders will be opened whose Technical Bids would clear the technical evaluation.

(c) The Lowest Bid will be decided upon the lowest price quoted by the particular Bidder cost of the project as per the Price Format given at Appendix D. Determination of L-1 will be done based on total of price (including GST and any others taxes as applicable).

(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.

2. **Price Bid Format.** The under mentioned Commercial bid format is provided as BoQ.xls alongwith this tender document at <https://eprocure.gov.in/eprocure/app>. Bidders are advised to download this BoQ as it is and quote their offer in the permitted column. The Price Bid Format is given below and Bidders are required to fill this up correctly with full details:-

| Ser No | Basic price of items | Unit price (Incl GST & any other tax) | Qty | Total cost |
|-------------------|---|--|------------|-------------------|
| (a) | Purchase and installation of 11 X 2 Ton Heavy Duty Split ACs with Stabilizer in Multipurpose Hall of Army Public School Pathankot | | | |
| Any other charges | | | | |
| G/Total | | | | |

3. **Additional Information in price Bid on Taxes and Duties**

(a) Is Excise Duty extra?

(b) If yes, mention the following :-

(i) Total value of items on which Excise Duty is leviable :

(ii) Rate of Excise duty (item-wise if different ED is applicable) :

(iii) Surcharge on Excise duty, if applicable? :

(iv) Total value of excise duty payable :

(c) Is Excise Duty Exemption (EDE) required:-

(d) If yes, then mention and enclose the following :

(i) Excise notification number under which EDE can be given :

(e) Is VAT extra?

- (f) If yes, then mention the following:-
- (i) Total value on which VAT is leviable :
 - (ii) Rate of VAT :
 - (iii) Total value of VAT leviable :
- (g) Is Service Tax extra?
- (h) 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 :

**TECHNICAL SPECIFICATION FOR PURCHASE & INSTALLATION
OF 11 X 2 TON HEAVY DUTY SPLIT ACs WITH STABILIZER IN
MULTIPURPOSE HALL OF APS PATHANKOT**

| Sr. no. | Brief Specification |
|--------------------|---|
| 1. | <p>Purchase and installation of 11 x 2 Ton Heavy Duty Split ACs with stabilizer in Multipurpose Hall of APS Pathankot as per following specification:-</p> <ul style="list-style-type: none">(a) Tonnage: 2 Ton(b) Type: Split AC(c) Length of copper cable: 300 mtr(d) Stabilizer: 01 x Stabilizer with each AC having a min load bearing capacity of 170 V to 270 V with copper coils(e) No of DBs: 02(f) MCB: 01 per AC(g) 01 X PPGI stand per AC. |

**FORM FOR TECHNICAL BID AND COMPLIANCE STATEMENT FOR
TECHNICAL QUALITY REQUIREMENT (QR)**

| Sr. no. | Brief Specification | Compiled/Not Compiled | Remarks |
|----------------|---|------------------------------|----------------|
| 1. | <p>Purchase and installation of 11 x 2 Ton Heavy Duty Split ACs with stabilizer in Multipurpose Hall of APS Pathankot as per following specification:-</p> <ul style="list-style-type: none">(a) Tonnage: 2 Ton(b) Type: Split AC(c) Length of copper cable: 300 mtr(d) Stabilizer: 01 x Stabilizer with each AC having a min load bearing capacity of 170 V to 270 V with copper coils(e) No of DBs: 02(f) MCB: 01 per AC(g) 01 X PPGI stand per AC. | Yes/No | |

FORM FOR COMMERCIAL BID

Dear Sir,

1. Ref your Newspaper advertisement dated ___Apr 2024.

2. We hereby submit our commercial bid in response to your above cited advertisement:-

| Sr. no. | Brief Specification | Qty | Unit Price | Total cost |
|---------|---|-----|------------|------------|
| 1. | Purchase and installation of 11 x 2 Ton Heavy Duty Split ACs with stabilizer in Multipurpose Hall of APS Pathankot as per following specification:- (a) Tonnage: 2 Ton (b) Type: Split AC (c) Length of copper cable: 300 mtr (d) Stabilizer: 01 x Stabilizer with each AC having a min load bearing capacity of 170 V to 270 V with copper coils (e) No of DBs: 02 (f) MCB: 01 per AC (g) 01 X PPGI stand per AC. | | | |
| | G/Total | | | |

Bid quoted 'As actual' will be summarily rejected

Note :-

1. **Validity**. The prices are valid upto 180 days from last date of submission of bid.
2. Please provide details of make and models offered of all items. Failure to provide details will render Bid invalid.
3. The tenders are required to spell out the rates of Customs Duty, Excise Duty, Sales Tax in unambiguous terms, otherwise their offers will be loaded with the maximum rates of duties and taxes for the purpose of comparison of prices. Incomplete bids shall be summarily rejected.
4. Commercial bids will be in Indian Rupees.
5. Please impress company seal and signature of authorised signatory on each pages of commercial bid.
7. State entry tax/octroi if any shall be clearly mentioned in the commercial bid. No exemption shall be provided for the same.
8. All the columns of commercial bid are required to be filled. In case a vendor has nothing to write in a particular coln, 'Nil/NA' will be clearly mentioned and dashes will not be accepted. Commercial bids of the vendor not adhering to this will be summarily rejected and will not be processed further.
9. L1 will be decided upon the lowest price quoted by the particular Bidder cost of the project as per the Price Format given at Para 3 above. Determination of L-1 will be done based on total of basic price (including levies, taxes and duties levied by central/ State/ local governments such as excise duty, GST, Service tax, octroi/entry tax, etc) on final product of all items/ requirements

Company Seal

(Authorised Signatory of Company)

Place:

PERFORMANCE BANK GUARANTEE FORMAT

From :

Bank _____

To,
The Principal
Army Public School
Pathankot,
Near KV-2
Pathankot -145001

Dear Sir,

Whereas you have entered into a contract No._____ dated_____ (hereinafter referred to as the said Contract) with M/s_____, hereinafter referred to as the "seller" for supply of goods as per Part-II of the said contract to the said seller and whereas the Seller has undertaken to produce a bank guarantee for (%) of total Contract value mounting to _____ to secure its obligations to the President of India. We the _____ bank hereby expressly, irrevocably and unreservedly undertake and guarantee as principal obligors on behalf of the seller that, in the event that the President of India declares to us that the goods have not been supplied according to the Contractual obligations under the aforementioned contract, we will pay you, on demand and without demur, all and any sum up to a maximum of _____Rupees _____ only. Your written demand shall be conclusive evidence to us that such repayment is due under the terms of the said contract. We undertake to effect payment upon receipt of such written demand.

2. We shall not be discharged or released from this undertaking and guarantee by any arrangements, variations made between you and the Seller, indulgence to the Seller by you, or by any alterations in the obligations of the Seller or by any forbearance whether as to payment, time performance or otherwise.

3. In no case shall the amount of this guarantee be increased.

4. This guarantee shall remain valid for **9 (nine) months** from the date of supply order or until all the store, spares and documentation have been supplied according to the contractual obligations under the said contract.

5. Unless a demand or claim under this guarantee is made on us in writing or on before the aforesaid expiry date as provided in the above referred contract or unless this guarantee is extended by us, all your rights under this guarantee shall be forfeited and we shall be discharged from the liabilities hereunder.

6. This guarantee shall be a continuing guarantee and shall not be discharged by and change in the constitution of the Bank or in the constitution of M/s_____.

.....
(Signature of the authorized officer of the Bank)
Seal, name & address of the Bank and address of the Branch.

Dated :

(Company's Seal)

(Authorised Signatory of the Company)