

ARMY PUBLIC SCHOOL SUKNA

**QUOTATIONS/TENDERS ARE INVITED FOR REPAIR/RECTIFICATION WORKS
OF COMPUTER**

1. Quotations/tenders are invited from the authorized vendors/dealers/contractors for the under mentioned work. The specifications of the required works to be undertaken is enumerated below:-

<u>Ser No</u>	<u>Nature of works</u>	<u>Estimated cost</u> (in `)	
		<u>Rate</u>	<u>Cost</u>
(a)	Repair/rectification works of 46 x computers & its peripherals installed for CAL/TAeL as per diagnosed report held with school office		

2. Authorized vendors holding GST No are requested to go through the details RFP (enclosed) and may visit school office for further details or may carry out the survey of the required repair/rectification works of computer installed for CAL/TAeL.

3. Your quotation for the aforesaid works duly sealed/packed should reach to the school latest by **20 Feb 2023**. Thereafter, no quotations will be accepted.

Yours Sincerely,

Sd/- x x x x x x x
(Mrs Dola Sarkar Sinha)
Principal
Army Public School, Sukna

Tel – 0353- 2573419/2573420
Tele Fax – 0353- 2573420
Website – www.apssukna.com
Email- armyschoolsukna@gmail.com

Army Public School, Sukna
c/o 1706 FPO
c/o 99 APO

155181/APS/CAL/TAeL

04 Feb 2023

REQUEST FOR PROPOSAL
(ARMY PUBLIC SCHOOL, SUKNA)

Invitation of Bids for Repair/rectification of 46 x computers & its peripherals for CAL/TAeL

Request for Proposal (RFP) No 155181/APS/CAL/TAeL dated Feb 2023.

1. Bids in sealed cover are invited for repairing of items listed in Part III 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 declared invalid.

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

- (a) Bids/queries to be addressed to : Army Public School, Sukna
- (b) Postal address for sending the Bids : Army Public School, Sukna
Dist- Darjeeling (West Bengal)
Pin-734009
- (c) Name/designation of the contact personnel : Principal
Army Public School, Sukna
- (d) Telephone numbers of the contact personnel : 0353-2573419/420
- (e) email ids of contact personnel : armyschoolsukna@gmail.com

3. The RFP is divided into five parts as follows :-

- (a) Part 1 – Contains General Information and Instructions for the Bidders about the RFP such as the time, place of submission and opening of tenders, validity period of tenders. Etc.
- (b) Part II – Contains essential details of the items/services required, such as the Schedule of Requirements (SOR), Technical Specifications, Delivery Period, Mode of Delivery and Consignee details.
- (c) Part-III – Contains Standard Conditions of RFP, which will form part of the Contract with the successful Bidder.
- (d) Part IV – Contains Special Conditions applicable to this RFP and which will also form part of the contract with the successful Bidder.
- (e) Part V- Contains Evaluation Criteria and Format for Price Bids.

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.

Yours faithfully,

Sd/-x x x x x x x x x x
(Mrs Dola Sarkar Sinha)
Principal
Army Public School, Sukna

PART I – GENERAL INFORMATION

1. **Last date and time for depositing the Bids.** The sealed bids (both technical and commercial) should be deposited by 1200 hrs on 20 Feb 2023 at Army Public School, Sukna, Dist-Darjeeling (West Bengal). The sealed Bids (both technical and commercial) 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 dropped in the Tender Box marked 'Tender Box' at the address given above by due date and time. Late tenders will not be considered. No responsibility will be taken for non-delivery/not-receipt of Bid documents. Bids sent by e-mail will not be considered.
3. **Time and date for opening of Bids.** 21 Feb 2023 at 1100 hrs (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).
4. **Location of the Tender Box.** Army Public School, Sukna (One 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.** **Army Public School, Sukna.** The Bidders may depute their representatives, duly authorized in writing, to attend the opening of Bids on the due date and time.
6. **Forwarding of Bids.** Bids should be forwarded by Bidders under their original memo/letter pad inter alia furnishing details like GST number, Bank address with NEFT Account if applicable, etc and complete postal & e-mail address of their office.
7. **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.
8. **Validity of Bids.** The Bids should remain valid till **Six months** from the last date of submission of the Bids.
9. **Earnest Money Deposit.** Bidders are required to submit Earnest Money Deposit (EMD) for amount of ` **1,00,000/-** 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 business. 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. EMD is not required to be submitted by those Bidders who are registered with the Central Purchase Organization (e.g DGS&D), National Small Industries Corporation (NSIC). 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.

PART II – ESSENTIAL DETAILS OF ITEMS/SERVICES REQUIRED

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

Ser No	Particular	Unit	Qty
1.	UPS	Nos	22
2.	WOOFER	Nos	21
3.	KEYBOARD	Nos	45
4.	MOUSE	Nos	45
5.	CABINET	Nos	01
6.	VGA SPLITER/CABLE	Nos	17
7.	HDD DRIVER	Nos	04
8.	AUDIO INPUT CABLE	Nos	10
9.	CMOS BATTERY	Nos	39
10.	USB EXTN CABLE	Nos	02
11.	ASSEMBLED CPU I3, 5 TH GEN	Nos	01
12.	MOTHER BOARD 61	Nos	04
13.	HDD/SMPS	Nos	04
14.	MONITOR	Nos	02
15.	PROJECTOR	Nos	13
16.	UPS	Nos	23
17.	INSTALLATION & FITTING CHARGES	-	-
18.	TRANSPORTATION, IF ANY	-	-

2. **Technical Details.** Technical details with technical parameters with specification for the project are given at Appendix to this RFP. Bidders are required to furnish clause by clause compliance of specifications bringing out clearly the deviations from specification, if any in unambiguous terms.

Please Note : All details in paragraphs 2 above are mandatory. Bids received with incomplete details will be summarily rejected and not called for TPC. Responsibility for the same rest with the Bidder.

3. **Technical Evaluation :-**

- (a) Part-I of the quotations will be evaluated by Tech Evaluation Committee for technical evaluation and evaluation of documents as required vide part IV (special conditions) of this document.
- (b) The item will be tested and trial evaluated after delivery before final acceptance.
- (c) Tech Specifications of all items is to be attached.
- (d) Only those offers shall be evaluated which are found to be fulfilling all the eligibility and qualifying requirements of the tender, both technically and commercially.
- (e) The commercial bids of only those vendors will be opened whose technical bids are found to be complete in all respects by the TEC and whose item/merchandise offered conform to the specifications as laid out by the purchaser in the GSQR and any such document. The said commercial bids will be evaluated by Tender Purchase Committee which shall be constituted by Army Public School, Sukna. Tender purchase committee will recommend the vendor whose offer is commercially acceptable, henceforth referred to as the L1 vendor. The decision of the purchaser will be final in this respect.

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(f) The L1 tender shall be considered further for placement of Contract/Supply Order after complete clarifications and price negotiations, if considered necessary by the competent authority.

4. **Delivery.**

(a) The firm should commence the repairing work immediately after receipt of clearance of advance sample and it should be completed within 02 weeks from the date of issue of supply cum work order. In case the firm anticipates delay in repairing work due to any unforeseen reason(s), the firm within 10 (Ten) days will bring it to the notice of purchaser who after ascertaining the reason(s) as valid and beyond firm's control may give extension of time.

(b) However, purchaser reserves the right to recover from the firm liquidated damages and not by way of penalty, a sum of 0.5% of the price of any stores, for delay of every week or part thereof, subject to a maximum of 10% of under repairing work, which the firm has failed to carry out within the stipulated period.

(c) In case the firm further fails to repair the material within stipulated period, the supply cum work order may be cancelled and acceptance of late repairing refused, at the sole risk and cost of the vendor. The decision of the purchaser to repair the material as the risk and cost of the supplier shall be final and binding.

5. The tendering firms are requested to quote firm and fixed rates for each article in figures as well as in words. Purchaser reserves the right to accept or reject such tenders where rates have been quoted either in words only or in figures only.

6. All packing cases, containers and other similar materials shall be supplied free of cost by the firm and shall not be returned unless otherwise specifically agreed upon.

7. User manual at the scale of one manual per set will be provided at no additional cost, if applicable.

8. The purchaser/Accepting Officer : Chairman
Army Public School, Sukna

9. **Inspection.**

(a) 100% repairing work will be subject to physical inspection by a Board of Officers/Teachers detailed by the purchaser to ascertain that they conform to the samples/specifications as laid down in the supply order. Authorised Representative of the firms will be present during inspection. In case the stores and repairing are not found to be conforming with the laid down samples/specifications, the authorized representative of the firm will be intimated by the checking Board of Officers/Teachers in situ with a copy of such intimation to Chairman TPC. The defective stores will be removed and replaced by the stores of the correct specifications by the supplier at his own expense within a period of 15 days of inspection. In case of any dispute, decision of the purchaser will be final and binding.

(b) The firm would be required to provide the Standard Acceptance Test Procedure (ATP) which the Board of Officers would have the right to modify.

(c) The item/stores should be of latest manufacture conforming to the current production standard having 100% defined life at the time of delivery for repair.

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10. **Installation.** After completion of repairing the supplier will complete the installation of the stores at site within 02 weeks. Satisfactory installation and performance certificate will be given by the concerned user unit within eight weeks of installation of the equipment at site.

11. **Consignee Details :** Principal
Army Public School, Sukna
Dist- Darjeeling (West Bengal)

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 issued Supply cum Work Order (Effective Date) and shall remain valid until the completion of the obligation 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.

4. **Penalty for use of Undue influence**. The Seller undertakes that he has not given, offered or promised to given 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 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 Panel Code, 1860 or the Prevention of Corruption Act, 1986 or any other Act enacted for the prevention of corruption shall entitle by 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 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 of 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 a 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 Account.** 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 Agent/ 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 tails, 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 and repairing is delayed for causes not attributable to Force Majeure for more than (2 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 (6 months) provided Force Majeure clause is included in contract.
- (d) The Buyer has noticed that the Seller has utilised the services of any Indian/Foreign agent in getting this contract and paid any commission to such individual/company etc.
- (e) As per decision of the Arbitration Tribunal.

10. **Taxes and Duties :-**

(a) **General**

- (i) If Bidder desires to ask for excise duty or GST extra, the same must be specifically stated. In the absence of any such stipulation, it will be presumed that the prices include all such charges and no claim for the same will be entertained.

(ii) If reimbursement of any GST is intended as extra over the quoted prices, the Bidder must specifically say so. In the absence of any such stipulation it will be presumed that the prices quoted are firm and final and no claim on account of such duty/tax will be entertained after the opening of tenders.

(iii) If a Bidder chooses to quote a price inclusive of any duty/tax and does not confirm inclusive of such duty/tax so included is firm and final, he should clearly indicate the rate of such duty/tax and quantum of such duty/tax included in the price. Failure to do so may result in ignoring of such offers summarily.

(iv) If a Bidder is exempted from payment of any duty/tax upto any value of supplies from them, he should clearly state that no such duty/tax will be charged by him up to the limit of exemption which he may have. If any concession is available in regard to rate/quantum of any Duty/tax, it should be brought out clearly. Stipulations like, the said duty/tax was presently not applicable but the same will be charged if it becomes leviable later on, will not be accepted unless in such cases it is clearly stated by a Bidder that such duty/tax will not be charged by him even if the same becomes applicable later on. In respect of the Bidders, who fail to comply with this requirement, their quoted prices shall be loaded with the quantum of such duty/tax which is normally applicable on the item in question for the purpose of comparing their prices with other Bidders.

(v) Any change in any duty/tax upward/downward as a result of any statutory variation in excise taking place within contract terms shall be allowed to the extent of actual quantum of such duty/tax paid by the supplier. Similarly, in case of downward revision in any duty/tax, the actual quantum of reduction of such duty/tax shall be reimbursed to the Buyer by the Seller. All such adjustments shall include all reliefs, exemptions, rebates, concession etc. if any obtained by the seller.

(b) **Customs Duty** :-

(i) For imported stores offered against forward delivery, the Bidder shall quote prices thereof exclusive of customs duty. The Bidder shall specify separately the C.I.F prices and total amount of customs duty payable. They will also indicate correctly the rate of customs duty applicable alongwith Indian Customs Tariff Number. Customs duty as actually paid will be reimbursed on production of necessary documents i.e (i) Triplicate copy of the bill of entry. (ii) Copy of bill of loading. (iii) a copy of foreign principal's invoice. However, if the Bidder imports the stores in question against his own commercial quota Import Licences, he will also be required to submit in addition the triplicate copy of bills of entry etc. A certificate from his Internal Auditor on the bill itself, to the effect that the following items/quantity in the bill of entry related to the stores imported against Defence Buyer contract number _____ dated _____.

(ii) Subsequent to the reimbursement of customs duty, the Bidder will submit to the concerned Payment Authority a certificate to the effect that he has not obtained any refund of customs duty subsequent to the payment of duty to the Customs authority by him. In addition, he shall also submit to the Paying Authority concerned a certificate immediately after a period of three months from the date of payment of the duty to customs authorities to the effect that he has not applied for refund of the customs duty subsequent to the payment of duty to the customs authorities by him.

(iii) In case the Bidder obtains any refund of customs duty, subsequently to the payment of the same by him to the customs authorities and reimbursement of the customs duty to him by the Payment Authority, he should forthwith furnish the details of the refund obtained and afford full credit of the same to the Buyer.

(c) **Excise Duty** :-

(i) Where the excise duty is payable on advalorem basis, the Bidder should submit along with the tender, the relevant form and the Manufacturer's price list showing the actual assessable value of the stores as approved by the Excise authorities.

(ii) Bidders should note that in case any refund of excise duty is granted to them by Excise authorities in respect of Stores supplied under the contract, they will pass on the credit to the Buyer immediately along with a certificate that the credit so passed on relates to the Excise Duty, originally paid for the stores supplied under the contract. In case of their failure to do so, within 10 days of the issue of the excise duty refund orders to them by the Excise Authorities the Buyer would be empowered to deduct a sum equivalent to the amount refunded by the Excise Authorities without any further reference to them from any of their outstanding bills against the contract of any other pending contract and that no disputes on this account would be raised by them.

(iii) The Seller is also required to furnish to the Paying Authority the following certificates :-

(aa) Certificate with each bill to the effect that no refund has been obtained in respect of the reimbursement of excise duty made to the Seller during three months immediately preceding the date of the claim covered by the relevant bill.

(ab) Certificate as to whether refunds have been obtained or applied for by them or not in the preceding financial year after the annual Audit of their accounts also indicating details of such refunds/applications, if any.

(ac) A certificate along with the final payment bills of the Seller to the effect whether or not they have any pending appeal/protest for refund or partial refund of excise duties already reimbursed to the Seller by the Government pending with the Excise authorities and if so, the nature, amount involved, and the position of such appeals.

(ad) An undertaking to the effect that in case it is detected any refund from Excise Authority was obtained by the Seller after obtaining reimbursement from the paying Authority, and if the same is not immediately refunded by the Seller to the Paying Authority giving details and particulars of the transactions, Paying Authority will have full authority to recover such amounts from the Seller's outstanding bills against that particular contract or any other pending contracts and that no dispute on this account would be raised by the Seller.

(iv) Unless otherwise specifically agreed to in terms of the contract, the Buyer shall not be liable for any claim on account of fresh imposition and/or increase of Excise Duty on raw materials and/or components used directly in the manufacture of the contracted stores taking place during the pendency of the contract.

(d) **Sales Tax/VAT.**

(i) If it is desired by the Bidder to ask to Sales tax/VAT to be paid as extra, the same must be specifically stated. In the absence of any such stipulation in the bid, it will be presumed that the prices quoted by the Bidder are inclusive of sales tax and no liability of sales tax will be developed upon the Buyer.

(ii) On the Bids quoting sales tax extra, the rate and the nature of Sales Tax applicable at the time of supply should be shown separately. Sales tax will be paid to the Seller at the rate at which it is liable to be assessed or has actually been assessed provided the transaction of sale is legally liable to sales tax and the same is payable as per the terms of the contract.

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

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

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

PART IV – SPECIAL CONDITIONS OF RFP

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 30days of receipt of the confirmed order. Performance Bank Guarantee should be valid up to 60 days beyond the date of warranty.
2. **Option Clause**. The contract will have an Option Clause, wherein the Buyer can exercise an option to procure an additional 50% of the original contracted quantity in accordance with the same terms & conditions of the present contract. This will be applicable within the currency of contract. The bidder is to confirm the acceptance of the same for inclusion in the contract. It will be entirely the discretion of the Buyer to exercise this option or not.
3. **Repeat Order Clause**. The contract will have a Repeat Order Clause, wherein the Buyer can order upto 50% quantity of the items under the present contract within six months from the date of supply/successful completion of this contract, the cost terms & conditions remaining the same. The Bidder is to confirm acceptance of this clause. It will be entirely the discretion of the Buyer to place the Repeat order or not.
4. **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 5% 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.
5. **Payment Terms**. 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/NEFT 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. The payment will be made as per the following terms. On production of the requisite documents, all payments will be released by Principal, Army Public School, Sukna as per the following conditions :-
 - (a) 50% of the total cost shall be released after complying with following conditions :-
 - (i) Delivery of complete hardware (stores).
 - (ii) Certificate for correct receipt of stores by Principal, Army Public School, Sukna.
 - (iii) Board proceedings (IAFD-931) confirming inspection and acceptance of stores by Board of Officers.
 - (iv) Preparation of CRV by the consignee Army Public School, Sukna.

(b) 30% of the total cost shall be released to the vendor after complying with following conditions :-

- (i) Satisfactory repairing after installation and testing of system.
- (ii) Submission of satisfactory performance certificate by the Principal, Army Public School, Sukna.

(c) Balance 20% payment shall be released to the vendor after complying with following conditions :-

- (i) Satisfactory performance of the complete system for a period of three month from the date of installation has been signed.
- (ii) Submission of satisfactory performance certificate by the Principal, Army Public School, Sukna.

(d) Cases where GST is charged, the firm will quote his sales GST registration number and endorse the following certificate on the bill.

“Certified that the goods, on which GST had been charged, have not been exempted under the GST 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 of the rules made there under”.

(e) The payment of all taxes/duties (Custom duty, Central Sales Tax, Excise duty, GST other charges etc) will be paid on receipt of documentary proof.

(f) **ECS** - It will be mandatory for the suppliers. Vendors to submit Electronic Clearing System (ECS) mandates. A copy of the prescribed model mandate form to be submitted by supplier/vendor at Appendix C should be submitted alongwith Performance Bank Guarantee by the successful bidder. ECS payment will only be made.

(g) No Insurance charges will be paid by the Department.

6. **Custom Duty Exemption Certificate.** Custom Duty levied is exempted under current rules and regulations in force for Government and general imports including Defence. Custom Duty Exemption, if required will be ;provided by the Army for which requisition will be provided by the Army for which requisition will be submitted by the firm after receipt of supply order.

7. **Advance payments** - No advance payment (s) will be made.

8. **Paying Authority :-**

(a) Principal, Army Public School, Sukna. 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 Contractor bill.
- (ii) Ink signed copy of invoice bill.

(iii) Delivery Challan, 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.

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(iv) Guarantee/Warranty Certificate.

(v) Performance Bank Guarantee.

(vi) 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).

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

(a) The price charged for the repair alongwith stores supplied under the contract by the Seller /shall in no event exceed the lowest prices at which the Seller sells the stores or offer to sell stores of identical description to any persons/Organisation 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 to any person/organization including the Buyer or any Dept, of Central Govt, or any department of the state Government or any Statutory undertaking of the price chargeable under the contract, the seller shall forthwith notify such reduction or sale or offer of sale to the Director General of Supplies & disposals and the price payable under the contract for the stores 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 the prices charged for normal replacement.

(iii) Sale of goods such as drugs which have expiry dates.

(iv) 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 Contract as also under any previous contracts entered into with the Central or State Govt Depts, including their undertaking excluding joint sector companies and/or private parties and bodies.

10. **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 extend 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 at the Buyer's place, 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.

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(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.

11. **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, 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 obligation 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 immediate, 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.

12. **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.

13. **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 9Year of Contract), and shall incorporate all the latest improvements and modifications thereto and spares of improved and modified equipment are backward integrated and interchanged with same equipment supplied by the Seller in the past if any. The Seller shall supply and interchange ability certificate along with the changed part numbers wherein it should be mentioned that item would provide as much life as the original item.

14. **Quality Assurance.** Seller would provide the Standard Acceptance Test Procedure (ATP) within 1 (One) 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.

15. **Inspection Authority.** The Inspection will be carried out by the user. The mode of Inspection will be User Inspection.

16. **Warranty.** The following warranty will form part of the contract placed on successful bidder :-

(a) The seller warrants that the goods supplied and repairing being done 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 24 months from the date of acceptance of repairing the 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 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 equipment shall be provided by the Seller and he will ensure that the downtime is within 99% of the warranty 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 action for defects.

(f) If a particular equipments/goods fails frequently and /or, the cumulative down time exceeds 1% of the warranty period, the complete equipment shall be replaced free of cost by the Seller within a stipulated period of 02 days of receipt of the notification from the buyer, Warranty of the replaced equipment would start from the date of acceptance after joint Receipt Inspection by the Buyer/date of installation and commissioning.

(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 the extent. The validity of PBG shall also be extended to the same extent.

(h) The Seller will guarantee the shelf life of 10 years under the Indian tropical condition as given below :-

- (i) Minimum temperature :
- (ii) Maximum temperature :
- (iii) Average Humidity :

17. **Annual Maintenance Contract** The vendor will confirm that he will enter into comprehensive annual maintenance Contract (AMC). The vendor may quote his price for the same separately alongwith the financial bid. The purchaser reserves the right to undertake AMC at a time and with a firm of the Buyer's choosing. The AMC would encompass the following conditions :-

- (a) The AMC will be for a period of One years after the expiry of warranty.
- (b) Bank Guarantee of 5% of the AMC value will be provided for the duration of AMC period.
- (c) Payment of AMC will be made at the end of each quarter on the production of Satisfactory Performance Certificate by the user.
- (d) The AMC will be comprehensive which will include replacement and repair of modules/sub-assemblies/components, maintenance, move of engineers etc.
- (e) No separate contract will be negotiated by the buyer for any bought out items supplied as part of the contract. The supplier will be responsible for the maintenance of the complete system.
- (f) **Preventive Maintenance Service.** The Seller will provide a minimum of four Preventive Maintenance Service visits during a year to the operating base to carry out functional checkup and minor adjustments/tuning as may be required.
- (g) **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.
- (j) **Response time.** The response time of the Seller should not exceed 24 hours from the time the breakdown intimation is provided by the Buyer.
- (k) Serviceability of 99% per year is to be ensured. This amounts to total maximum downtime of 2 days per year. Also unserviceability should not exceed 07 days at one time. Required spares to attain this serviceability may be stored at site by the Seller at his own cost. Total down time would be calculated at the end of the year. If downtime exceeds permitted downtime, LD would be applicable for the delayed period.
- (l) Maximum repair turnaround time for equipments/system would be 02 days. However, the spares should be maintained in a serviceable condition to avoid complete breakdown of the equipment/system.

(m) **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.

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(n) 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.

(o) The Buyer reserves the right to terminated the maintenance contract at any time without assigning any reason after giving a notice of 01 months. The Seller will not be entitled to claim any compensation against such termination. However, while terminating the contract, if any payment is due to the Seller for maintenance services already performed in terms of the contract, the same would be paid to it as per the contract terms.

PART V – EVALUATION CRITERIA & PRICE BID ISSUES

1. **Evaluation Criteria** : The board 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) The Lowest Bid will be decided upon the lowest price quoted by the particular Bidder as per the Price Format given below :-

Ser No	Nomenclature	Unit	Qty	Price	
				Cost	Total Cost
1.	UPS	Nos	22		
2.	WOOFER	Nos	21		
3.	KEYBOARD	Nos	45		
4.	MOUSE	Nos	45		
5.	CABINET	Nos	01		
6.	VGA SPLITER/CABLE	Nos	17		
7.	HDD DRIVER	Nos	04		
8.	AUDIO INPUT CABLE	Nos	10		
9.	CMOS BATTERY	Nos	39		
10.	USB EXTN CABLE	Nos	02		
11.	ASSEMBLED CPU I3, 5 TH GEN	Nos	01		
12.	MOTHER BOARD 61	Nos	04		
13.	HDD/SMPS	Nos	04		
14.	MONITOR	Nos	02		
15.	PROJECTOR	Nos	13		
17.	INSTALLATION & FITTING CHARGES	-	-		
18.	TRANSPORTATION, IF ANY	-	-		

***Unit price should be exclusive of all Government duties, Govt Duties/taxes etc. should be specified giving the current rate applicable.**

***The vendors are also required to quote the price for the Annual Maintenance Contract (AMC) for 46 x Computers installed for CAL/TaEL of the school separately.**

1. **Consideration of L1 Vendor.** L1 Vendor will be decided on the basis of total cost of the project excluding AMC cost and including all types of taxes and charges.
2. No part tender will be entertained.

PLEASE SPECIFY THE FOLLOWING**(ALL COLUMNS ARE TO BE FILLED OTHERWISE THE OFFER IS LIABLE TO BE REJECTED)**

Discount, if offered (Answer in YES/NO)

Indicate the amount of discount

Is excise duty extra? Answer in YES/NO

If Excise Duty is extra, indicate the extent/current rate of Excise duty leviable for item

Surcharges on Excise duty

Is Sales Tax extra ? (Answer in YES/NO)

If Sales Tax is extra, indicate the rage against the Concessional Form

Is Customs Duty Exemption Certificate (CDE) required? (Answer in YES/NO) **IF CDE IS REQUIRED INDICATE AND ENCLOSE THE NOTIFICATION UNDER WHICH CDE CAN BE ISSUED.**

If CDE is required indicate **CIF** value of stores to be imported

If CDR is required indicate the Customs Duty payable

If your company exempted from payment of Sales Tax and Excise Duty? (Answer in YES/NO)

Any other duty/levy

Details of EMD (if applicable)

Acceptance of Performance Bank Guarantee on confirmation of order

Note : The tenderers 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.

(Signature of Tenderer)

Dated :

TECHNICAL SPECIFICATION FOR REPAIRING OF COMPUTER

Ser No	Particular	Specification	Brand	Yes	No	Remarks
1	UPS	1 KVA	Numeric/ APC/ Miroteck			
2	UPS Battery	12V 7Ah	Amaron quanta/ Exide powersafe			
3	CMOS Battery	3 V	Maxell/Panasonic			
4	Mainboard	H61	Gigabyte/Asus			
5	Hard Disk	1 TB/ 500GB SSD	Wester Digital/ Seagate/Kingstone			
6	SMPS	450w	Iball /Zebronics/ frontech			
7	Projector	3000 lumen	Epson/Benq			
8	Projector Lamp		Original and same as the projector brand			
9	Monitor	18.5"	Dell/hp/Samsung/LG			
10	Keyboard	USB	Logitech/HP/Dell			
11	Mouse	USB Optical	Logitech/HP/Dell			
12	Woofer 4.1	4.1 Sub woofer	Iball /Zebronics			
13	VGA Splitter	High Quality				
14	Audio Input Cable	High Quality				
15	Fuse Holder 4 AMP	High Quality				
16	15 Mtr Power Cable	High Quality				
17	15 mtr VGA Cable	High Quality				
18	1.5 mtr Power Cable	High Quality				
19	1.5 mtr VGA Cable	High Quality				
20	Lan Cable	CAT 6				
21	5 mtr USB Extension	High Quality				

