

REQUEST FOR PROPOSAL (RFP): FURNITURE FOR COMPUTER LABS

Particulars of the Buyer issuing the RFP: APS NAGROTA

Request for Proposal (RFP) No: APS/ACCTS/2025-03 dated 18 APRIL 2025.

1. Bids are invited for supply of items listed in Part II of this RFP. Please subscribe the above mentioned Title, RFP number and date of opening of the Bids on the sealed covert or 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
- (a) Bids/queries to be addressed to : ARMY PUBLIC SCHOOL, NAGROTA
NEAR USMAN DWAR, KHANPUR
PO-NAGROTA J&K-181221
 - (b) Postal address for sending the Bids : ARMY PUBLIC SCHOOL, NAGROTA
NEAR USMAN DWAR, KHANPUR
PO-NAGROTA J&K-181221
 - (c) Name/designation of the contact personnel : Principal, Army Public School,
Nagrota
 - (d) Telephone numbers of the contact personnel : 0191-2956469
 - (e) E-mail ids of contact personnel : apsnagrota@gmail.com
 - (f) Faxnumber : -

3. **This RFP is divided into six parts as follows:-**

Parts	Details
PartI	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.
PartII	Contains essential details of the services required.
PartIII	Contains Standard Conditions of RFP, which will form part of the Contract with the successful Bidder.
PartIV	Contains Special Conditions applicable to this RFP and which will also form part of the contract with the successful Bidder.
PartV	Contains Evaluation Criteria and Format for Price Bids
PartVI	Contains vendor's verification format.

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.

5. Please note that the quotation must indicate unconditional acceptance of all terms and conditions of this request for proposal (RFP) failing which it is liable to be rejected. You may however, indicate desired terms and conditions that may be accepted or rejected on the sole discretion of the buyer. Certificate for unconditional acceptance must be put in the qualifying bids.

PART I – GENERAL INFORMATION

1. **Eligibility Criteria for Vendors.** Vendor fulfilling the following criteria are eligible to submit the tender:-

- (a) Registration of Firm / Agency / Company.
- (b) Attested copy of PAN and GSTR registration.

(c) **Proof of similar works already undertaken.** The Vendor should have three years experience of having executed construction contracts of similar nature and copies of contracts along with proof of receipt of payment should be submitted along with the bid.

2. **Last date and time for submitting the Bids 08 May 2025 (1100 hrs).** The sealed Bids should be deposited in the Box placed at main gate of the School by the due date and time. The responsibility to ensure this lies with the Bidder.

3. **Manner of Depositing the Bids (Two envelope Single Bid).** Bids should be submitted in two envelopes marked as Technical bid and Financial Bid and should be submitted by the due date and time. **Late tenders will not be considered.** No responsibility will be taken for delay for non-receipt of Bid documents. **Successful bidders in technical bid will be screened for the financial bid.**

(a) **Cover- I.** The photocopies of following documents will be enclosed in “**Cover – I**” prior to bid submission closing:-

- (i) Copy of GST Registration certificate and PAN card (Self attested).
- (ii) Copy of Bank details (Self attested).
- (iii) Copy of Tender conditions acceptance letter from the bidder.
- (iv) Experience certificate of successfully undertaking repair/ constr related contracts of three years. (Self attested).
- (v) Copy of Aadhar Card (Self attested)
- (vi) **MSME certificate.**

(vii) **Exemption certificate:** Bidder seeking an Earnest Money Deposit (EMD) exemption must submit certificate of his registration with National Small Industries Corporation (NSIC) , DGQA or the concerned Ministry of supply of items mentioned in relevant Annexure of the Schedule –II are exempted from EMD.

(viii) **PAN NO. & GST IN Regn (Scanned).**

(ix) Certificate of acceptance of terms and conditions of RFP on firm's Letter Head in Original. The bidder shall certify for acceptance of all the tender conditions of the bid shall be rejected. If the certificate is signed by legally authorized deviations, the bid shall be rejected. If the certificate is signed by legally authorized signatory, a copy of the authorization letter be enclosed.

(x) The bidder will submit each page of RFP duly stamped and signed by the bidder.

10. **Bidder Financial Standing:** The Bidder shall not be under liquidation, court receivership of similar proceedings, and should not be bankrupt. Bidder will submit certificate to this effect duly stating the financial capanility of firm for supply of stores. The firm should have 3 times the solvency of the quoted amount for the tender. The bids of firms who do not meet these criteria will be rejected. The bidder shall also submit Income Tax returns of the past three years of the Bidder.

(b) **Cover II.** Commercial bid in the form of “**BOQ**” (**Bill of Quantities**) which will be submitted as financial bid.

4. **Time and Date for Opening of Bids** 08 May 2025 (1200hrs). 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.

5. **Location of the Tender Procurement Committee:** Army Public School, Nagrota

6. **Place of Opening of the Bids** : Army Public School, Nagrota

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

7. **Two Bid System:-**

(a) **Cover-I.** The qualifying bid documents will be photocopies and submitted. The documents should be signed by the owner of the firms or any person authorised by him to do so. No documents will be accepted unless it is signed in manner as mentioned.

(b) **Cover-II.** The CommercialBid (BOQ) should be submitted by the bidder duly signed by the legal owner of the firm or the person authorized by him to do so.

8. **Forwarding of Bids.** Bidders should submit details like Registration of Firm/Company/Agency, GST registration No, VAT/CST number, Bank address with ESI and EPF Registration/ Account if applicable, etc and complete postal & e-mail address of their office.
9. **Clarification Regarding Contents of the RFP.** Any clarification regarding the content of bidding documents shall be clarified during pre-bid meeting at APS Nagrota, on **26 Apr 2025 at 1100hrs.**
10. **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 should not be later than the deadline for submission of bids. No bid shall be modified after the deadline for submission of bids. No bid may be withdrawn in the interval between the deadline for submission of bids and expiration of the period of bid validity specified. Withdrawal of a bid during this period will result in Bidder's forfeiture of bid security.
11. **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 email 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.
12. **Rejection of Bids.** Conditional tender / bid will not be accepted and will be rejected.
13. **Validity of Bids.** The Bids should remain valid till **45 days** from the last date of submission of the Bids.
14. **Earnest Money Deposit.** Bidders are required to submit Earnest Money Deposit (EMD) of **Rs. 10,000/-**. The EMD may be submitted in the form of Account Payee Draft, Fixed Deposit Receipt, Banker's Cheque of Bank Guarantee from any of the public sector banks or a private sector bank authorized to conduct government business.
15. **Cost of Tender.** Tender Enquiry can be downloaded from website of school free of cost.
16. Following will be adhered to by the vendors while submitting tender online:-
- (a) **Bid Submission.** Bids will be submitted by bidders offline. No conditional bid shall be allowed / accepted.
 - (b) Bidders will attach scanned copies of various documents required for eligibility and all other documents as specified in RFP.
 - (c) To enable system generated commercial and price comparative statements, such statements should be submitted in excel formats.
 - (d) The bidder will give an undertaking that if the information / declaration / scanned documents furnished in respect of eligibility criteria are found to be wrong or misleading at any stage, they will be liable to punitive action.

1. **Schedule of Requirements.** The tender shall provide the following work in Army Public School Nagrota for the FY 2025-26:-

Srl No.	Description of Wk	A/U	Qty
(a)	Chair for Computer Lab 01	Nos	36
(b)	Chair for Computer Lab 02	Nos	36

3. **Pre-Bid Meeting.** Pre bid meeting will be held on **26 Apr 2025 (1100 hrs)**. Vendors are requested to attend the same **1100 Hrs on 26 Apr 2025 at** Army Public School, Nagrota. All clarification required on the subject services should be clarified prior or during the Pre Bid Meeting. No clarification will be entertained after the Pre Bid Meeting.

4. It may be noted that compliance statement is to be submitted in addition to technical bid. The technical bid should contain full technical specifications along with necessary documentary proof etc where as compliance statement is an additional document specifically confirming compliance to each specification.

5. **Delivery Period.** Work to be completed within **08 weeks (2 month)** from date of acceptance. Please note that supply order can be cancelled unilaterally by the Buyer (APS) in case services mentioned at Para 1 of Part-II 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.

6. **Quality of manpower.** The contractor shall deploy only such workers as are physically and mentally fit.

7. **Transportation.** The responsibility for transporting the items to APS Nagrota rests with the contractor only.

8. **Consignee Details.** Army Public School, Nagrota.

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. VENDOR 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.** Normally the contract shall come into effect on the date of

signing of agreement by both the parties on the contract except when some other effective date is mutually agreed to and specifically indicated/provided in 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. **Arbitrator will be appointed by the HQ 16 Corps and hearing of the dispute or arbitration proceedings will be held at Army Public School Nagrota.**

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 for bearing to door for having done or for borne 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 dis favour 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 each 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 Vendor confirms and declares to the Buyer that the Vendor is the original supplier/provider of the services referred to in this Contract and has not engaged any individual or firm, whether Indian or foreign what so ever, 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 Vendor; 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 Vendor 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 labour 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.

8. **Liquidated Damages**. In the event of the Seller's failure to submit the Bonds, Guarantees and Documents, supply the stores/goods and conduct trials, provision of services mentioned at Para 2 (a to j) of Part II, 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 10% of the contract price of the delayed/undelivered stores/services.

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 work is delayed for causes not attributable to Force Majeure for more than **05 days** after the scheduled date of delivery.

(b) The Seller is declared bankrupt or becomes insolvent.

(c) The delivery of services is delayed due to causes of Force Majeure by more than **05 days** 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 Mgt committee of APS.

10. **Notices**. Any notice required or permitted by the contract shall be written in the English language and maybe delivered personally or may be sent email or registered pre-paid mail/airmail, addressed to the last known address of the party to whom it is sent.

11. **Transfer and Sub-letting**. The Seller has no right to give, bargain, sell, assign or sublet or otherwise dispose of the Contract or any part thereof, as well as to give or to let a third party take benefit or advantage of the present Contract or any part thereof.

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12. **Patents and other Industrial Property Rights**. The prices stated in the present Contract shall be deemed to include all amounts payable for the use of patents, copyrights, registered charges, trademarks and payments for any other industrial property rights. The Seller shall indemnify the Buyer against all claims from a third party at anytime on account of the infringement of any or all the rights mentioned in the previous paragraphs, whether such claims

arise in respect of services including replacement. The Seller shall be responsible for the completion of the supplies and conservancy services including replacement irrespective of the fact of infringement of the supplies, irrespective of the fact of infringement of any or all the right as mentioned above.

13. **Amendments**. No provision of present Contract shall be changed or modified in any way (including this provision) either in whole or in part except by an instrument in writing made after the date of this Contract and signed on behalf of both the parties and which expressly states to amend the present Contract.

14. **GST Registration Certificate**: The bidder /firm are required to submit GST Registration Certificate. Self –attested form as mentioned above will be submitted in duplicate with sign and stamp of the bidder/firm. Bids received without GST registration certificate will be treated null and void.

15. **Details of Drawing/Specification**: The supplier shall not use any other specifications other than those specified /approved by this office. The vendor/seller/bid participant shall be issued with the sketch /drawing during pre- bid meeting.

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.

Note:-

1. Acceptance of tender enquiry is essentially required to be submitted prior to the commencement of TEC for approval. In the absence of the acceptance of tender enquiry, the tender will be rejected.
2. The detailed scope of work is as given at Annexure I to this tender document. The following will be ensured:-

(a) Acceptance of tender enquiry will be based on Tenders will be given for item / items exactly as per the nomenclature in this NIT, mentioning the Make, Model, Regd No etc. However, L1 will be identified on total comprehensive cost of scope of work.

(b) Date of the contract completion is **08 weeks (02 month)** from date of acceptance.

(b) Rates quoted will be inclusive of GST cost of material, labor, supply, fixing and any other tasks.

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(c) Contractor will employ suitable supervisor/ skilled manpower to ensure work is executed as per standard engineering practices and is of good quality. Any poor quality of work executed by the labourer / labourers will be removed and reconstructed/refixed at the risk and cost of the contractor. The decision of Principal, Army School or his rep in this regard will be final and binding.

(d) Any damage to the existing structures, any existing road etc during the execution of work shall be made good by the contractor at his own expense. Rectification, replacement, making good and touching up etc shall be carried out, conforming to the materials and workmanship originally provided and to the satisfaction of the Principal, Army School or his rep. In case of any dispute on this account the decision of the Principal, Army School or his rep shall be final, binding and conclusive.

(e) Details missing, if any, will be assumed to be provided by the Vendor as per good engineering practice. All material required for the construction work shall be new and comply with relevant bureau of IS specification and should be of the company as specified. Execution will be carried out as per IS provision/standard engineering practices.

(f) All items will be as per latest IS specifications. All the major components of material shall be procured from the IS approved sources and certificate to this effect shall be given by manufacturer. All IS standards are subject to revision and the most recent editions of the

standards shall be applicable. All best practices and standard engineering practices as per codal provisions will be adhered during execution of the works to ensure quality. Contractor is responsible to ensure that all works are completed as per time lines by executing concurrently.

(g) All samples/Makes will be approved by **Principal, Army Public School** or his rep prior to supply/fixing of stores. No bulk supply will be permissible without Sample Approval. All stores should be supplied as per contract and given brand after sample approved, any variation will be rejected and vendor to replace it within one week in contract period.

(j) **Schedule of work to be executed at site is Part of Annexure – I, with Tender Documents.**

3. The Defect Liability Period for this work shall be **twelve (12)** Calendar Months from the certified date of final completion of the work by Principal, Army Public School or his rep.

4. **Performance Guarantee.** The selected firm has to furnish performance security in the form of Bank Guarantee / DD for an amount equal to 10% of total value of the contract valid for fourteen months from the date of award of the contract. The Performance security shall be submitted within 10 days from the date of Notification of Award. The earnest money shall be adjusted towards performance security. Validity of PBG should be 14 Months after completion of work.

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5. **Payment Terms.** The payment to the contractor will be made only after completion of work and acceptance by board of officers. Final payment will be released after the date of completion of work.

6. **Paying Authority.** Army Public School, Nagrota.

7. **Force Majeure Clause.**

(a) Neither party shall bear responsibility for the complete or partial non performance of any of its obligations (except for failure to pay any sum which has become due on account of receipt of services under the provisions of the present contract), if the non-performance results from such Force Majeure circumstances as Flood, Fire, Earth Quake and other acts of God as well as War, Military operation, blockade, Acts or Actions of State Authorities or any other circumstances beyond the parties control that have arisen after the conclusion of the present contract.

(b) In such circumstances the time stipulated for the performance of an obligation under the present contract is extended correspondingly for the period of time of action of these circumstances and their consequences.

(c) The party for which it becomes impossible to meet obligations under this contract due to Force Majeure conditions, is to notify in written form the other party of the beginning and cessation of the above circumstances immediately, but in any case not later than 10 (Ten) days from the moment of their beginning.

(d) Certificate of a Chamber of Commerce (Commerce and Industry) or other competent authority or organization of the respective country shall be a sufficient proof of commencement and cessation of the above circumstances.

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

8. **Minimum Wages.** The contractor shall ensure payment of existing minimum wages as per minimum wages Act, 1948 as revised from time to time to conservancy staff deployed by him. Non adherence to the minimum wages Act 1948 will result in the cancellation of contract forfeiting of PBG and appropriate administrative action. Tax and duties will be followed as per Law of Republic India.

9. **Forfeiture of PBG.** In case, the contractor fails to provide the renovation of classrooms on allotment of contract or discontinues the work without confirmation and permission from the consignee (Army Public School, Nagrota), PBG will not be released back to the contractor and PBG amount will be deducted as penalty for non-continuation of contract agreement.

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10. **Police verification.**

(a) At all times, the contractor will be responsible to ensure/obtain security clearance of the labours engaged by him, from the respective Police Station under whose jurisdiction the labours reside. Police verification is to be submitted at least 10 days prior to commencement of the Contract. The contractor will also ensure that no person employed by him for services mentioned at Para 1 of Part II has been/is involved in any activity against the interest of State.

(b) The contractor shall be responsible for all commissions and Omissions on part of Manpower / Labours engaged for the purpose. Principal APS Nagrotra shall not be responsible in any manner, whatsoever, in matters of health/injury/death etc. of the contractor's employees while performing duties under this contract.

(c) The contractor shall be obliged and solely responsible to comply with all statutory security requirements in respect of manpower engaged by the Firm and Station HQ Nagrotra shall not be a party to any dispute arising out of such deployment by the contractor.

(d) The manpower deployed by contractor under this contract shall be the employee of the contractor and in no circumstances shall ever any claim of employment with the Station HQ Nagrotra.

11. **Misc Issue.** Misc points of special conditions to be catered by the vendor to staff employed areas under:-

(a) If it is found that vendor has quoted exceptionally low price in BOQ on account of getting the tender purposely, his bid will be rejected on the basis of technical reasons.

(b) The contractor will not engage any minor i.e. person below the age specified in the prevailing labour law for the given work.

12. **Details of Drawing/Specification.** The supplier shall not use any other specifications other than those specified by this office. The Vendor/ Seller/ Bid Participant can approach this office and obtain drawings/ technical details. It is mandatory to obtain drawings by Bidder who have not supplied this asset in past. Furthermore, bidder should upload product catalogue along with bid documents.

13. **Price Variation.** The prices quoted and accepted will be final and under no condition, any increase in price shall not be accepted.

11. **Risk and Cost Purchase.** In the event of breach of contract on any account or no supply of materials/ delay in supply, Buyer shall have the right to cancel the supply order and purchase the stores at supplier's risk and cost. Additional expenditure incurred shall be recovered from original supplier.

13. **Option Clause.** The Purchaser reserves the right to increase or decrease the quantity to be ordered up to 50 percent of bid quantity at the time of placement of contract. The purchaser also reserves the right to increase the ordered quantity by up to 50% of the contracted quantity during the currency of the contract at the contracted rates. Bidders are bound to accept the orders accordingly.

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14. **Tolerance Clauses.** 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 increase or decrease the quantity of the required goods by 25% plus/minus without any change in the terms & conditions and priced quoted by the seller. While awarding the contract, the quantity ordered can be increased or decreased by the Buyer within this tolerance limit.

15. No insurance charges will be paid by the consignee and no liability for the store loss or damage to the stores in transit or for the rejected stores laying inside the premises for whatever reason will be accepted.
16. Consignee reserves the right to subject the stores to a second inspection by an authority nominated by him or to inspect the stores himself and may reject them if not found confirming to the laid down specification within a period of three months from the date of acceptance by the normal inspection authority mentioned above even if the stores have been accepted and passed and paid for. The supplier shall replace such stores with the correct specification within a period of one month on receipt of due notice in writing by the accepting officer at his (Supplier's) cost.
17. The department reserves the right to recover any outstanding dues of supplier from the sum available with him or other department in favour of the supplier.
18. **Liquidated Damages.** In the event of the seller's failure to submit the bonds, Guarantees and Documents, Supply the stores/goods and conduct trials, installation of equipment, training, etc as specified in this contract, the Buyer may, at his discretion, without 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 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.
19. **Discrepancies.** If there are varying or conflicting provisions made in any of the documents forming part of the supply order, Buyer shall be the sole deciding authority with regard to the intention and his decision shall be final and binding. Supplier is responsible to go through the provisions and bring out discrepancies, if any.
20. **OEM/ MoU with OEM.** Bidder should have in house manufacturing capability for production of stores. The above facilities should be available at the vendor premises and may be verified on ground by the selected board of officers.
21. **Experience.** The bidder will furnish proof of completion of supply of similar set of items amounting not less than tender value during the last three financial years ending 31 March 2023. **Copy of supply order, GeM CRAC & payment receipt to be enclosed as proof along with the technical bid.**

The final decision of acceptance of tender will be decided by the board of officers depending upon the past performance, quality of stores supplied and timely completion of work.

22. **Capability Norms and Previous Experience for the Original Equipment Manufacturer (OEM)**

(a) The OEM should be an Indian Manufacturer with manufacturing facilities in India and should be manufacturing and supplying similar products/services mentioned in the tender for the last three financial years.

(b) Necessary registration cert as a manufacturer with NSIC/ MSME/ DIC mentioning the product tendered for, should be submitted.

(c) Apart from the type test certificates, the OEM should also submit a latest Test certificate from NABL approved laboratory for all the tests. This certificate should be dated within the last three years.

(d) The OEM should submit a copy of the valid ISO 9001 certificate. The qualification documents of OEM as mentioned above should also be enclosed along with Technical bid.

23. **Cancellation.** In case the supply of items is not completed within stipulated period, or if defective delivery is made in respect of stores and the defective delivery is not replaced/rectified within 30 days from the date of intimation of such defects, the supply order may be cancelled at the sole discretion of Consignee.

24. **Penalty:** Penalty for delay in work will be 1% for each week, maximum 10% forwarded discrimination with Principal.

25. All items will be as per latest IS specification. All the major components of material shall be procured from the IS approved sources and certificate to this affect shall be given by manufacturer. All IS standards are subject to revisions and the most recent editions of the standards shall be applicable.

26. Reasonability of rates will be ensured before placement of SO. No supply order shall be placed wherein rates are not found reasonable.

27. **Requirement of Certificate from Vendor.** Each vendor participating in tender enquiry shall submit a certificate giving out details mentioned below. Any default on this condition will be criterion

for disqualification of vendors. The certificate shall be submitted on firm's letter head and shall have following details: -

- (a) 100% delivery of stores of previous two FYs including orders placed in current year whose delivery period has expired have been completed.
- (b) Details of LD imposed due to delay in delivery of stores in previous two FYs.

Following documents to be uploaded for technical evaluation.

- (d) GFR 144 (XI) Compliance Certificate **(Format attached at Appx A)**
- (e) Make-In-India (MII) Local Supplier Certificate **(Format attached at Appx B)**
- (f) Bid Security Declaration **(Format attached at Appx C)**

28. **Cleaning down:** The contractor shall clean all stores, remove cement, lime of paint drops clean joinery glass panes etc, touch all painters work and carrying all other necessary items of work in connection herewith and leave the whole premises clean and tidy before handing over the items/works. No extra payment shall be admissible to the contractor for the operation.

29. **Dumping of excavated /surplus soil.** Dumping of excavated soil shall be deposited at around 10-15 km radius of Nagrota Military Cantt or as directed by Principal and the cost of the same shall deemed to be included in the project.

30. **Site Clearance:** Site clearance and surface dressing around 3 mtr from the edge of bldgs shall be carried out by the vendor after completion of work. All rubbish obtained from site clearance and surplus soil obtained from surface dressing shall be removed, spread and leveled as directed by Principal and the cost of the same shall deemed to be included in the project.

31. **Electricity Independent:** Electric meter shall be installed by the vendor & bill for consumption of electricity directly be deposited to MES authority through MRO. Any independent or extra connection shall be required, the same be provided by MES Auth.

32. **Water Supply:**

- (a) Water can be brought out by water bowser by the vendor.
- (b) Any need of excess water for execution of work, vendor shall install a borewell near work site subject to approval of CGWB & MES and the same be intimated to user unit.

GeM Bid No: _____

GFR 144 xi compliance certificate (as per order F.No.6/18/2019-PPD, Ministry of Finance, GoI):

I have read the clause regarding restrictions under GFR 144xi on procurement from a bidder of a country which shares a land border with India. I certify that this vendor

- ☐ Is not from such a country
- ☐ Is from a country and has been registered with competent authority (attach evidence of valid registration).

(select one of the above and strike off the other)

I hereby certify that we fulfil all requirements in this regard and is eligible to be considered for procurement on GeM.

Authorised signatory

Appx B

Make-in-India (MII) Local supplier certificate

GeM Bid No: _____

Make-in-India (MII) Local supplier certificate (as per order No P-45021/2/2017-PP (BE-II) by DPIIT, Ministry of Commerce and Industry, Govt.)

I/We certify that the item offered meets the local content requirement for

- ☐ Class I Local supplier (Minimum 50% of local content)
- ☐ Class II Local supplier (Minimum 20%, but less than 50%, of local content) *(select one of the above and strike off the other)*

Percentage of local content in the quoted product _____

Details of the location(s) at which local value addition made _____
(site/facility address where local value addition is made)

Authorised signatory

Bid Security Declaration (in-lieu of EMD) in firm's letterhead, duly signed by authorised signatory, containing the following text:

Bid Security Declaration

GeM Bid No: _____

I/We accept the condition that if I/We withdraw or modify our bids during period of validity etc., we will be suspended for a period of 2 years from participating in all tenders invited by 118 Engr Regt, with effect from the date of our withdrawal/modification of our bid" (as per OM No. F.9/4/2020-PPD dated 12.11.2020 issued by PPD, DoE, MoF, GoI).

PART-V: ADDITIONAL PRE-QUALIFICATION CRITERIA

1. **Turnover Clause:** The bidder should have executed project for supply /construction of similar category products during proceeding three (03) financial year (i.e. current year and 3 previous financial year) as on opening of bid, as per following criteria:-

- (a) Single tender of at least 80% of estimated bid value.
- (b) Two order of at least 50% of estimated bid value.
- (c) Three order of at least 30% of estimated bid value.

Satisfactory Performance Certificate issued by Buyer organization for the above orders should be uploaded with the bid.

2. **Turnover:** Vendor to have average minimum turnover of twice the amount of contract amount in the last three years and should be able to submit proof of working capital, equivalence to tender value from any nationalized / scheduled bank.

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, the technical Bids forwarded by the Bidders will be evaluated by the Buyer with reference to the technical characteristics of the work to be done 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 based on overall value of contractor as per the Bid Format given at **Para 2 below**. The consideration of taxes and duties in evaluation process will be as follows:-

The Bidders are required to spell out the rates of Customs duty, Excise duty, GST, 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 / 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 duties will be entertained 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 / GST duty up to 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 / GST, it should be brought out clearly. Stipulations like, excise duty was presently not applicable but the same will be charged if it becomes liable 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 GST also.

(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. The Buyer will have the right to award contracts to different Bidders for being lowest in particular items.

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

2. **Bid Format.** The Bid Format is at Annexure - I

Note :- Determination of L-1 will be done based on total of basic prices (not including levies, taxes and duties levied by Central / State, Local government such as excise duty, GST, Service tax Octroi / entry tax, etc on final product of all items / requirement as mentioned above.

(Contains Vendor's Verification Format)

The vendors are required to submit the form duly filled along with all supporting documents (in original / duly attested by authorized notary) during submission of bids.

1. FIRM PARTICULARS

- (a) Name of Individual /Firm /Company:
- (b) **Tendered For:**
- (c) **Category**
- (d) Address:

Mobile No _____ Email Address _____

2. Details of firm :-

- (a) Nature of business undertaken by firm.
- (b) Has your company executed construction contracts.
- (c) **COMMERCIAL INFORMATION**

- (i) PERMANENT ACCOUNT NO :
- (ii) GST REGN NUMBER :
- (iii) TIN NUMBER :

(d) The following information of Bank Account of the Company, duly endorsed by the Bank (required for Electronic Fund Transfer–EFT/RTGS) is to be submitted.

- (i) Name of the Company/Firm
- (ii) Name of Bank
- (iii) Name of Bank Branch
- (iv) City/Place
- (v) Account Number
- (vi) Account type
- (vii) IFSC code of the Bank Branch
- (viii) MICR Code of the Bank Branch
- (ix) Details of other Bankers (for reference purpose only)

IT IS CERTIFIED THAT THE ABOVE INFORMATION FURNISHED IS TRUE TO THE BEST OF MY KNOWLEDGE.

NAME OF THE AUTHORIZED SIGNATORY

SIGNATURE DATE:

(Signature of authority for Seller)

Ready made label for envelop of technical bid/commercial bid and main envelope (please cut & paste the label on each envelope .each envelope must be sealed. Mixing of bids in as single envelope will not be accepted)

Your full address, telephone No, Mobile No, Fax No must be on each envelope for timely communication of Tender Opening, Technical Assessment & Commercial bid opening dates.

TECHNICAL/COMMERCIALBID/MAINENVELOPE

Name of Service	
Tender Enquiry No & date	

TO PRINCIPAL
 ARMYPUBLICSCGOOL NAGROTA

VENDOR' SCONTACT No. FOR COMMUNICATION OF TENDER OPENING DATES:

Full postal address / Official seal Telephone No: Mobile No : Fax/E-mail:

TENDER DOCUMENT: RAILING, GATE AND FENCING IN APS NAGROTA

STAINLESS RAILING APS SCHOOL

Ser No	Items	A/U	Qty	Rate	Amount	Remarks
1.	COMPUTER CHAIR FOR COMPUTER LAB 1	Nos	36			As per Photo attached
2.	COMPUTER CHAIR FOR COMPUTER LAB 2	Nos	36			
	Total					



Signature_____

Name _____

Date & Time_____