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Army Public School, Panagarh  
PO: Panagarh  
Dist: Purba Burdwan  
Pin: 713420

049/APS/x/A

02 Dec 2024

### CALL FOR QUOTATION

Respected Sir/Madam

1. Army Public School, Panagarh invites sealed tenders from eligible bidders for procurement of 16 x CCTV cameras in a sealed envelope with proper stamp and GST No as per details given below:-

S No	Items	A/U	Qty	Rate incl GST(In Rs)	Amount Incl GST(In Rs)
(a)	2 MP IP Camera Dahua Dome	Pcs	5		
(b)	32 Channel NVR Dahua 2 Sata	Pcs	1		
(c)	2 MP IP Camera Dahua Bullet	Pcs	11		
(d)	PoE Switch 8 port	Pcs	14		
(e)	Cat-6 23 AW 100 Mtr	Pcs	20		
(f)	2 U Rack PVC	Pcs	15		
(g)	RJ 45	Pcs	100		
(h)	Electric cable 100 Mtr 2 Pair 1 mm	Pcs	3		
(i)	PVC pipe 10 ft	Pcs	160		
(k)	Accessories Camera Adopter	Pcs	16		
(l)	PVC Box 5" x 5"	Pcs	16		
(m)	Pipe Laying & Consoling	Job	1		
(n)	Installation Charge	Job	1		
(o)	Hard Disk 2 TB	Pcs	1		

2. **Last Date of submission of quotation** : 09 Dec 2024
3. **Payments: No advance** payments will be made. Payment will be made on supply of items and after approval by the school management.
4. Terms and conditions is as under:-
- Rates quoted in the quotation should be valid for 02 (Two) months from the date of submission.
  - Purchase order may be amended/ cancelled without prior notice.
  - Payment will be made through cheque/ NEFT after delivery of items/ stores.



  
(Mr. Mukesh Kumar Parasar)  
Principal

**REQUEST FOR PROPOSAL**

Principal  
Army Public School Panagarh  
PO : Panagarh  
Dist : Burdwan WB-713420

M/s \_\_\_\_\_

**INVITATION OF BIDS FOR PROCUREMENT OF 16 x NEW CCTV CAMERAS  
AT ARMY PUBLIC SCHOOL, PANAGARH**

Sir,

1. The offline Bids OTE (Open Tender Enquiry) are invited from vendors by Army Public School, Panagarh for supply and execution of items. The tender reference number is 049/APS/02/A dated: 02 Dec 2024.

2. The address and contact numbers for seeking clarification regarding this RFP are given below:-

- |                                                    |                                                                                       |
|----------------------------------------------------|---------------------------------------------------------------------------------------|
| (a) Postal address for sending requisite Documents | Principal Army Public School Panagarh<br>PO : Panagarh<br>Dist : Burdwan<br>WB-713420 |
| (b) Bids/queries to be addressed to                | - Principal, APS, Panagarh                                                            |
| (c) Name/designation of the contact personnel      | - Mr Mukesh Kumar Parasar                                                             |
| (d) Telephone numbers of the contact personnel     | - 0343-2513216                                                                        |
| (e) E-mail ID of contact personnel                 | - aps.panagarh2012@gmail.com                                                          |

3. This RFP is divided into five Parts as follows:-

- (a) **Part I.** Contains General Information and Instructions for the Bidders about the RFP such as the time, place of submission and opening of tenders, Validity period of tenders, etc.
- (b) **Part II.** Contains essential details of the **16 x New CCTV cameras** required, such as the Schedule of Requirements (SOR), Technical Specifications etc.
- (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. **Placement of order.** The purchase/ work order will be placed successful conclusion of negotiation of L1 firm.
5. This RFP is being issued with no financial commitment and the Buyer reserves change or vary any part at any stage. Buyer also reserves the right to withdraw the RFP, become necessary at any stage.
6. **Commercial Bid.** Commercial Bid is to be submitted strictly in accordance with Annexure I to this tender enquiry. The Commercial bid once opened will not be subjected to unilateral revision by the firm, unless the firm is called for price negotiation by the board of Officers.
7. Please acknowledge receipt.

### **Part I-GENERAL INFORMATION**

1. **Last date and time for deposition the Bids (09 Dec 2024).** The sealed Bids (Technical bids commercial bids) should be deposited/reach by the due date and time. The responsibility to ensure this lies with the Bidder.

2. **Manner of depositing the bids.** Sealed Bids should be either deposited in the Tender Box marked as bids for procurement of 16 x new CCTV camera for APS Panagarh or send by registered post at the address given above so as to reach by the due date and time. Late tenders will not be considered. No responsibility will be taken for postal delay or no delivery/ non - receipt of Bid documents. Bids sent by FAX or email will not be considered. The bids will be submitted in the following manner: -

(a) **Cover-I.**Cover-I will contain the Technical Bids consisting of following documents: -

(i) Tender Conditions Acceptance Certificate (Format is attached as Appendix 'A' to this RFP).

(ii) EMD in favour of Principal, APS Panagarh (Earnest Money Deposit).

(iii) RFP duly complied, stamped & signed by vendor on each page.

(iv) Specification duly complied, stamped & signed by vendor on each page (if any).

(b) **Cover- II.** Commercial bid in the form of BoQ (Bill of Quantities) will be submitted as Cover- II as per specimen attached at Annexure-I to RFP.

3. **Time and date for opening of Bids (10 Dec 2024).** 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.** "TENDER BOX" is placed at **Entrance Gate of APS Panagarh and Gate No 1, Panagarh Mil Stn.** Only those Bids that are found in the tender box will be opened. Bids dropped/ deposited in the wrong Tender Box will be rendered invalid.

5. **Place of the Opening of the Bids.** **Principal's Office APS Panagarh.** The Bidder may depute their representatives, duly authorised in writing, to attend the opening of Bids on the due date and time. Important 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 representative.

4. **Opening of Bids (Technical and Commercial).**In case of the Two – Bid system, only the Technical Bids shall be opened as per critical date sheet mentioned in this tender document. Commercial Bids of only those firms will be opened whose technical bids are found compliance/ suitable after technical evaluation is done by the buyer.

5. **Forwarding of Bids.** Bids should be forwarded by Bidders on the documents as downloaded from APS, Panagarh websites under their original memo/letter pad alia furnishing details like TIN numbers, GST number. Bank address with NEFT Account if applicable etc. and completed postal & E-mail address of their office.
6. **Validity of Bids.** The Bids should remain valid till **60** days from the last date of submission of the Bids.
7. **Earnest Money Deposit.** Bidders are required to submit Earnest Money Deposit (EMD) for of sum of **Rs 10,000/- (Rupees ten thousand only)** in favour of Army Public School Panagarh along with their Bids. Format is mentioned as per **ANNEXURE - I.**
8. **Delivery Schedule.** Delivery of **items** will be completed within **10 Days** from the date of issue of Supply Order at **APS, Panagarh.** Date of supply will be strictly followed. Principal, APS Panagarh reserves the right to not to accept supplies after the stipulated delivery period and cancel the work order.
9. **Inspection Authority.** The items will be subjected to an inspection of the Work Order and to incorporate the modification as laid down in the work order by a nominated Board of Officers. The costs incurred during inspection, if any (only for testing of material), will be borne by the Vendor / Supplier.
10. **Specification.** The Seller guarantees to meet the specifications of the Work Order and to incorporate the modifications to the existing configuration to meet the specific requirement of the Buyer Services as per modification/requirements recommended after the Maintenance Evaluation Trials. All technical literature shall be amended as per the modifications by the Seller before supply to the Buyer. The Seller, in consultation with the Buyer, may carry out technical up gradation in the specifications due to change in manufacturing procedures, indigenization or obsolescence.
11. The quality of the items delivered according to the present Work Order shall correspond to the technical conditions and standards or specification to the items suggested by the Buyer. Such modifications will be mutually agreed to.
12. **Quality Control.** The supplier will be responsible for quality of items.
13. **Consignee Details:-**
- (a) The items will be consigned to APS Panagarh, WB-713420
  - (b) Delivery will be at **as specified in Work Order.**
  - (c) The rate quoted is accepted for delivery of stores inside the premises of the consignee i.e. unloading at the consignee end will be arranged by the Supplier.
14. **Paying Authority.** The bills of the complete items should prepared in favour of Principal, APS Panagarh as per supply order along with bill:-
- (a) Details for electronic payment via account holders name, bank name, branch name and address, Account number, Account type, IFSC code, MICR code (if these details are not incorporated in work order/contract).

**TECHNICAL BID****PART-II****ESSENTIAL DETAILS OF ITEMS/ STORES/ SERVICES REQUIRED**

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

<b>SI No</b>	<b>Items</b>	<b>A/U</b>	<b>Qty</b>	<b>Rate (In Rs)</b>	<b>Amount (In Rs)</b>
(a)	2 MP IP Camera Dahua Dome	Pcs	5		
(b)	32 Channel NVR Dahua 2 Sata	Pcs	1		
(c)	2 MP IP Camera Dahua Bullet	Pcs	11		
(d)	PoE Switch 8 port	Pcs	14		
(e)	Cat-6 23 AW 100 Mtr	Pcs	20		
(f)	2 U Rack PVC	Pcs	15		
(g)	RJ 45	Pcs	100		
(h)	Electric cable 100 Mtr 2 Pair 1 mm	Pcs	3		
(j)	PVC pipe 10 ft	Pcs	160		
(k)	Accessories Camera Adopter	Pcs	16		
(l)	PVC Box 5" x 5"	Pcs	16		
(m)	Pipe Laying & Consoling	Job	1		
(n)	Installation Charge	Job	1		
(o)	Hard Disk 2 TB	Pcs	1		

**PART-III****TERMS AND CONDITIONS OF RFP**

1. The Bidder is required to give confirmation of their acceptance of Terms and Conditions of the RFP mentioned below which will automatically be considered as part of the Supply Order issued to the successful Bidder as selected by the Buyer. Failure to do so may result in rejection of Bid submitted by the Bidder.
2. **Place of Delivery and Delivery Schedule.** The stores/materials will be delivered at Army Public School Panagarh, WB – 713420.
3. All items will be delivered within **10 days** and installation will be completed within **15 days** from the date of issue of work order. Date of supply will be strictly followed. Principal, APS Panagarh reserves the right not to accept supplies after the stipulated delivery period and cancel the supply order. No extension will be granted to the firm in the deadlines to supply the stores. If any delay is expected in delivery of stores, it has to be informed at least **10 days** in advance. Principal APS, Panagarh will be sole authority in entertaining any request for extension of deadlines to supply stores.
4. The rates quoted will remain **valid upto 31 Jan 2025** from the date of opening of quotation.
5. **Transportation.** All items will be delivered at the consignee's end as per area given in NIT as per delivery schedule. No additional cost will be claimed by the supplier for change of location. The firm will make its own arrangement to pay all taxes including transit insurance and other taxes as applicable, the cost thereof and will be responsible for defect free delivery of stores at destination. **Labour charges for unloading the stores from your vehicles at consignee end and stocking in the stores yard of consignee will be borne by supplier.** Any damages to stores during transportation from shop/factory to the site will be borne by the supplier. Any damage to the stores during transportation from your delivery location to the site where the stores are required to be supplied/ consumed will be made good/replaced by your firm within **15 days** of the intimation from this unit.
6. **Inspection Authority.** The items will be subjected to an inspection to ascertain that they confirm to the specification as laid down in the supply order. The costs incurred during inspection, if any (only for testing of material), will be borne by the Vendor/ Supplier.
7. **Quality.** The quality of the items delivered according to the Supply Order shall correspond to the technical conditions and standards or specifications enumerated as per QUOTATION and shall also include therein modification to the items suggested by the Buyer. Such modifications will be mutually agreed to. The Seller confirms that the items to be supplied under this Supply Order shall be new i.e. not manufactured before (Year of Supply Order), and shall incorporate all the latest improvements and modifications thereto and spares of improved and modified equipment are backward integrated and interchangeable with same equipment supplied by the Seller in the past if any. The Seller shall supply an 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.

8. **Quality Assurance**. After the Supply Order is finalized, the Seller would be required to provide the Standard Acceptance Test Procedure (ATP). 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 item should be of the latest manufacture, conforming to the current production standard and having 100% defined life at the time of delivery.

9. **Quality Control**.

(a) Accepting officer reserves the right to get any part tested for quality if he feels so. Cost of such testing will be borne by the supplier.

(b) The supplier will be responsible for quality of items as given in the Supply order.

10. **Security Deposit / Performance Bank Guarantee (PBG)**. Performance Bank Guarantee / security deposit at the rate of 3 (three) % of the supply order amount shall be deposited by the firm in form of PBG issued by a public sector bank or a private sector bank auth to conduct government business within 30 (thirty) days from the date of placing of supply order. The PBG should be valid for a period of 180 days beyond the date of completion of warranty period. Thereafter the EMD shall be released to the firm. In case the supply is delayed beyond the delivery period and extension of delivery period is granted with or without LD, the firm shall get the PBG revalidated, if not already valid for the extended period. Bank Guarantee the applicable on mentioned contracts only.

11. The bank guarantee bonds will be sent through the Manager of the banks under registered post to the accepting officer of the supply order under the covering letter with their printed letter head. Bank should also indicate that copy of the letter has been endorsed to their superior office. The bank guarantee will not be accepted by hand. BG will be encashed without any notice to the supplier, if any defect is brought to the notice of the firm and the supplier has not rectified the defects within the period of three weeks of the complaint.

12. **Forfeiture of Bank Guarantee (BG)**. The BG will be liable to be forfeited if the vendor withdraws or amends impairs or derogates from the tender in any respect within the validity period of the supply order.

13. **Non-Disclosure Agreement**. A certificate to the affect that non-disclosure agreement will be rendered by the vendor within seven days on receipt of supply order:-

(a) " I hereby solemnly affirm that I will not disseminate the contents of any letter issued to our firm which contains the unit name, location of formation HQ/Unit, equipment details, Op works sites, strength of the army habitat location and photographs publically or on firm's website or to any unauthorized person or media etc".

**Warranty**.

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



(b) The Seller warrants for a period of 12 months from the date of delivery or installation and commissioning, whichever is later, that the goods/ stores supplied under the Supply Order 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 15 days of notification of such defect received by the Seller, provided that the goods are used and maintained by the Buyer as per instructions contained in the Operating Manual. Warranty of the equipment would be extended by such duration of downtime.

(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.

(e) Seller shall provide the details of complete defects, reasons and remedial actions for defects, when such defects arise.

(f) If a particular equipment/goods fails frequently and/or, the cumulative down time exceeds 25 % of the warranty period, the complete equipment shall be replaced free of cost by the vendor. Warranty of the replaced equipment would start from the date of acceptance after Joint Receipt Inspection by the Buyer/date of installation and commissioning.

14. **Risk & Expense Clause.** Should the items or any instalment thereof not be delivered within the time specified in the supply order or if defective delivery is made in respect of the items or any instalment thereof, the buyer shall after granting the Seller 30 days to cure the breach, be at liberty, without prejudice to the right to recover liquidated damages as a remedy for breach of terms & conditions to declare the supply order as cancelled either wholly or to the extent of such default.

15. **Rejected Stores/ Items.** The rejected stores/ items will be disposed off by the supplier at his own risk and cost at the site where these are rejected. In case of any dispute the decision of Principal, APS, Panagarh shall be final and binding.

16. **Penalty.** The delivery of items will be made as per delivery schedule given in supply order. In case of delay in supply as per delivery schedule, a penalty of 0.5% of the total supply order for every week of delay will be levied.

17. Principal APS Panagarh will be the Accepting Officer for the tender. In case of any contingency due to force-majeure, the request for extension in supply period will be made minimum two weeks before delivery date. However, it will be purely the discretion of Principal APS Panagarh in granting the extension.

18. **Litigation and Arbitration.** No litigation or arbitration under any circumstances at any stage shall be applicable. The decision of the Principal APS Panagarh shall be final and binding on all matters.

19. Principal APS Panagarh reserves the right to inspect the stores to a second inspection by any authority nominated by him or to inspect the stores himself, and may reject them if not found conforming to the laid down specifications, within in a period of six months from the date of acceptance by the normal inspecting authority mentioned above, even if the stores have been accepted, passed and paid for. The supplier shall replace such stores with the stores of correct specifications within a period of one month on receipt of due notice in writing by the Principal APS Panagarh at his (Supplier) cost.

20. Payment will be made in full (100%) subject to receipt of items and completion of installation. Payment will be made by cheque / ECS on production of bill by the firm. No advance payment is admissible. Part payment if desired at any stage shall be at the discretion of Principal, APS, Panagarh. Draft billing schedule mutually agreed upon by the firm and consignee shall be submitted to this office for approval by the Principal, APS, Panagarh. Terms and conditions for payment release are:-

- (a) Payment will be released on completion of supply subject to passing tests/ inspection schedule(s).
- (b) Payment will be by crossed cheque (s)/ e-payments (ECS).
- (c) No advance payment will be admissible.
- (d) All taxes/ supplementary charges, if any, will deem to have been included in quotation.

21. **Important.** This document cannot be used for taking any type of loan from financial institutions.

22. Rate list of company and purchase vouchers for any items incorporated in the job be produced on demand.

23. Tech specification of the item of supply is enclosed. However, bidder will get it verified from any IIT or reputed Govt college and will be responsible for correctness, strength and stability of structural stores. Other details are as given in technical specification.

24. **Notices.** Any notice required or permitted by the supply order shall be written in the English languages and may be delivered personally or may be sent by FAX or registered pre-paid mail/airmail or digitally signed and E-Mailed to the last known address or registered E-mail address of the party to whom is sent.

25. **Discrepancies.** If there are varying or conflicting provisions made in any documents forming part of the supply, Principal, APS Panagarh shall be the sole deciding authority with regard to the modification and his decision shall be final and binding.

26. **Deviations.** The supplier shall not make any alteration, addition or omission from the works as described in the documents, which has been offered and accepted by Principal, APS, Panagarh.

27. **Subletting, Transfer, Assigning the Supply to Other Agencies.** The firm shall not sublet, transfer; assign the supplies of the items given in Schedules or any part thereof to any other firm. Any violation on this account will render the offer/ supply order to be cancelled and the security deposit forfeited.

28. **Price Variation.** The prices quoted and accepted will be final and under no condition, any increase in price shall be accepted. The rates quoted in the bill of quantities (BoQ) at each item would be inclusive of transportation charges and all additional charges such as Sales tax, GST/ VAT, excise duty etc for the material to be supplied at that particular delivery location.

**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 bid), 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 operations, blockade, acts or actions of state authorities or any other circumstances beyond the parties control that have arisen after conclusion of the present supply order.

(b) In such circumstances the time stipulated for the performance of obligation under the present order shall be 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 the obligations under this order, due to Force Majeure conditions is to notify in written form the other party of the beginning and cessation of the above circumstances immediately, but in any case not later than 10 (ten) days from the moment of their beginning.

(d) If the impossibility of complete or partial performance of an obligation lasts for more than 06 (Six) months, either party 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.

29. **Bank Details.** The details mentioned below will be submitted at the time of submission of EMD:-

- (a) Bank Name
- (b) Branch Name, Address and Telephone No
- (c) 9 Digit Code Number of the Bank & Branch appearing on the MICR cheque issued by the Bank.
- (d) Account type (Saving /Current Account on cash credit) with code.
- (e) Ledger No/ Ledger folio No.
- (f) Account number (As appearing on the cheque book).
- (g) TIN with date of validity:
- (h) CST registration Number with date of validity.

30. **Placing of Supply Order.** Supply Order can be placed 15-20% less of the quantity quoted in quotation without any financial effect or as per discretion of Principal APS Panagarh.

**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. **Consignee.** As mentioned in the Supply Order.

**Failure to accept supply orders after successfully becoming L-1 will debar the firm from any op wks in future.**

1. All participants are warned that quoting freakishly high/low rate will make them liable to be debarred from participation in tender enquiry in future.
2. No additional hidden overhead cost to be included while quoting the price is desirable. All quotes are to be inclusive of all taxes as applicable in the state of Rajasthan.
3. Any vendor found using unfair means/corrupt practices shall be debarred from participating in procurement process and shall be black listed.
4. **Performance Bank Guarantee.** Bank Guarantee (BG) from a Nationalised bank for 3 (three)% percent of the total value of the supply order **shall be deposited by the Bidder with the consignee, in favour of consignee within 30 days of receipt of Supply Order.** The Bank Guarantee should be valid for minimum of 180 days beyond the last date of the Warranty. The specimen of PBG is given in Form DPM-15 (Available in MoD website and can be provided on request). The Bank guarantee will be released to the vendor after the last date of validity of the Bank Guarantee. Amount of BG for Repeat Supply Order if being placed on the concerned firm will also be 3% of the amount of repeat SO. **No payment will be made by the consignee till written confirmation with respect to verification of BG is received from the concerned bank. Principal, APS Panagarh,** reserves the right to undertake any or all actions as given below if a firm fails to deposit Bank Guarantee within 15 (fifteen) days: -
  - (a) Cancellation of Supply Order.
  - (b) Payment of stores supplied will be withheld by the department till receipt of valid BG.
  - (c) Department may downgrade your financial ability to undertake optional works in the performance report.
5. **Option Clause.** The Buyer can exercise an option to procure an additional 50% of the original contracted quantity in accordance with the same rate and terms & conditions of the present contract. This will be applicable within the currency of contract. It will be entirely the discretion of the Buyer to exercise this option or not.

6. **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. **It will be entirely the discretion of the Buyer to place the Repeat order or not.**
7. **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 increase or decrease the quantity of the required goods upto plus/ minus 50%, 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.
8. **Payment Instructions**. The payment will be made as per the following terms and on production of the requisite documents: -
- (a) 100% payment of the cost of complete stores will be made by the consignee only after having them checked and certified for their completeness, quality and serviceability by the board of officers detailed by the Formations.
  - (b) Bills in triplicate, original copy duly stamped and pre-receipted will be submitted to consignee's unit for audit verification and payment. Original copy of supply order and amendment if any will be attached with the bill. No part payment will be made by a crossed cheque.
  - (c) Payment will be strictly made only in the form of e-payment. Account No, MICR code and IFSC to be submitted along with the bills.
  - (d) **Excise / Decroi/ GST and Sales Tax**. Firm will ensure that all taxes including excise tax, Decroi and sales tax and any other tax as applicable are paid. The same are deemed to have been taken into consideration by vendor while quoting the rates, Principal, APS Panagarh will have no responsibility for any dispute on this account.
  - (e) **Insurance Charges**. No insurance charge 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. Vendor will give a certificate to the effect that insurance of stores if carried out, the cost for the same has not been included the total cost of stores indicated in his commercial quote.
  - (f) The department reserves the right to recover any outstanding dues of vendor from the sum available with him or other department in favour of the vendor.
  - (g) In case of any dispute of any nature concerning the supply and payment, the decision of , Principal, APS Panagarh will be final and binding.
9. **Advance Payments**. No advance payment(s) will be made.
10. **Paying Authority**. The bills of the complete items should be prepared in favour of , Principal, APS Panagarh, duly affixed with revenue stamp affixed in triplicate and should be forwarded to , Principal, APS Panagarh.

11. **Exchange Rate Variation Clause.** Not applicable to this project.
12. **Risk and Expense/ Purchase Clause.** In the event of breach of contract on any account or no supply of materials/ delay in supply, , Principal, APS Panagarh shall have the right to cancel the supply order and purchase the stores at vendor's risk and cost. Additional expenditure incurred shall be recovered from your firm.
- (a) Should the stores or any instalment thereof not be delivered within the time or time specified in the contract documents, or if defective delivery is made in respect of the stores or any instalment thereof, the Buyer shall after granting the Seller 15 days to cure the breach, be at liberty, without prejudice to the right to recover liquidated damages as a remedy for breach of contract, to declare the contract as cancelled either wholly or to the extent of such default.
- (b) Should the stores or any instalment thereof not perform in accordance with the specifications/ parameters provided by the SELLER during the check proof tests to be done in the BUYER's country, the BUYER shall be at liberty, without prejudice to any other remedies for breach of contract, to cancel the contract wholly or to the extent of such default.
- (c) In case of a material breach that was not remedied within 15 days, the BUYER shall, having given the right of first refusal to the SELLER be at liberty to purchase, manufacture, or procure from any other source as he thinks fit, other stores of the same or similar description to make good:-
- (i) Such default.
- (ii) In the event of the contract being wholly determined the balance of the stores remaining to be delivered there under.
- (d) Any excess of the purchase price, cost of manufacturer, or value of any stores procured from any other vendor as the case may be, over the contract price appropriate to such default or balance shall be recover able from the SELLER.
- (e) Neither party shall bear responsibility for the complete or partial non-performance of any of its obligations (except for failure to pay any sum which has become due on account of receipt of goods under the provisions of the present contract), if the non- performance results from such Force Majeure circumstances as Flood, Fire, Earth Quake and other acts of God as well as War, Military operation, blockade, Acts or Actions of State Authorities or any other circumstances beyond the parties control that have arisen after the conclusion of the present contract.
- (f) 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.
- (g) 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.

(h) 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.

(i) 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.**

(j) **Buy-Back Offer.** Buy-back is not applicable as it is a fresh procurement.

(k) **Specification.** The following Specification clause will form part of the contract placed on successful Bidder:-

(l) **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.

(m) **Export License.** The Bidders are to confirm that they have requisite export license from their Government and Authorization from the manufacturing plant, in case they are not the OEM, to export the military / non-military goods to India.

(n) **Earliest Acceptable Year of Manufacture. OEM Quality/ Life certificate for the year 2023 or 2024 will need to be enclosed with the Bill.**

13. **Buyer Furnished Equipment.** Not applicable to this project.

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

(a) **Transportation.** The responsibility of unloading of stores at FOR will be entirely of the vendor. This unit does not accept any responsibility or any liability for the stores lost or damaged in transit/unloading.

(b) **Dispatch Instructions.**

(i) The stores will be dispatched in bulk.

(ii) The forwarding and packing charges will be borne by the vendor.

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

(a) Vendors will provide free on site comprehensive warranty for a period of **12 months or more** for the item/ stores/ services and will be applicable from the date of acceptance. **A certificate or warranty will be produced by the vendor at the delivery time and submitted to consignee.** Warranty would commence from the day last item/ stores/ services of the complete consignment has been delivered and accepted by the buyer. During warranty, the Vendor will repair/ replace without any cost any equipment/ part/ accessory, which becomes defective except items of a consumable nature. During the warranty period all warranty benefits received by the Vendor from the OEMs, for any equipment pertaining to third parties will be passed on to the customer. In case the Vendor fails to ensure rectification of faults, penalties will be deducted from the bank guarantee. Items of consumable nature that may not be replaced free on account of defect/ malfunction must be specified clearly in the offer. In case the vendor does not provide this information, it shall be deemed that all items/ components/ consumables are covered under warranty.

(b) Guarantee that they will supply spare parts, if and when required on agreed basis for an agreed price. The agreed basis could be and including but without any limitation an agreed discount on the published catalogue or on agreed percentage of profit on the landed cost.

(c) Guarantee to the effect that before going out of production for the spare parts they will give adequate advance notice to the Buyer of the equipment so that the latter may undertake the balance of the lifetime requirements.

(d) Guarantee to the effect that they will make available the blue prints drawings of the spares if and when required in connection with the main equipment.

(e) The Seller warrants for a period of **12 months** from the date of acceptance of stores by Joint Receipt Inspection or date of installation and commissioning, whichever is later, that the goods/ stores supplied under the contract and each component used in the manufacture thereof shall be free from all types of defects/failures.

(f) 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 cost 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 change**, within a maximum period of **15 days of notification** of such defect received by the Seller, provided that the goods are used and maintained by the buyer as per instructions contained in the Operating Manual. Warranty of the equipment would be extended by such duration of downtime. Record of the down time would be 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.



(g) 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 **95 % of the warranty period**.

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

(i) If a particular equipment/goods fails frequently and/or, the cumulative down time exceeds **95% of the warranty period**, the complete equipment shall be replaced free of cost by the Seller within a stipulated period of **15 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.

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

**Consignee Details.**

1. The items will be consigned APS Panagarh, WB – 713420. Store will be consigned on freight pre-paid basis.
2. Delivery will be specific to the Locations mentioned in Part II of RFP/ Supply Order.
3. The rate quoted is accepted for delivery of stores inside the premises of the consignee I,e Unloading will be arranged by the supplier.
4. The accepting officer has the right to amend the name of the officer receiving the stores as consignment.

**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 bidder will be evaluated by the buyer with reference to the technical characteristics 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 as per the price format given at para 2 below. The consideration of taxes and duties in evaluation process will be as follows:-
    - (i) In cases where only indigenous bidders are competing, all taxes and duties (including those for which exemption certificates are issued) quoted by the bidders will be considered. The ultimate cost to the buyer would be the deciding factor for ranking of bids.
  - (d) The bidders are required to spell out the rates of Customs duty, Excise duty, GST, Service Tax & GST etc in unambiguous terms, otherwise their offers will be loaded with the maximum rates of Duty / GST is intended as extra, over the quoted process, the bidder must specifically say so. In the absence of any such stipulation it will be presumed that the process quoted are firm and final and no claim on account of such duties will be entertained after the opening of tenders.
  - (e) If there is a discrepancy between the unit price and the total price that is obtained by multiplying the unit price and quantity, the unit price will prevail and the total price will be corrected. If there is a discrepancy between words and figures, the amount in words will prevail for calculation of price.
  - (f) The Lowest Acceptable Bid will be considered further for placement of Supply Order after complete clarification and price negotiations as decided by the Buyer. The Buyer will have the right to award supply order to different Bidders for being lowest in particular items. The Buyer also reserves the right to do Apportionment of Quantity, if it is convinced that Lowest Bidder is not in a position to supply full quantity in stipulated time.
  - (g) Any other criteria as applicable to suit a particular case.

**Annexure I****EARNEST MONEY DEPOSIT (EMD) CERTIFICATE**

1. It is hereby certified that this firm has deposited the Earnest Money Deposit (EMD) amount of Rs 10,000/- to APS Panagarh in the form of DD, Bankers Cheque, FDR or Bank Guarantee.
2. In Case of any discrepancy in this regard, the firm will be disqualified in technical bid.
3. I understand and agree that no compensation will be sought from the Govt or from any office or other rank or from, employee of the Indian Army in respect of the above and future agree so as to blind myself any heirs, my executors and administrators to indemnity you and officer or other rank or employee of Indian Army, any act of default on the part of this firm.

Company's Stamp/Seal

Signature \_\_\_\_ (Authorized)

Date :

Name

**Annexure II****WORK COMPLETION CERTIFICATE**

1. This is certified that this firm will complete supply and execution of work within 45 days after the placement of Work Order/ Supply Order.
2. In case of delay, accepting officer reserve the right not to accept this supplies and cancel the supply order of the balance quantity.
3. I understand and agree that no completion will be sought from the Govt or from any officer or other rank or from employee of the Indian Army in respect of the above and further agree so as to blind myself any heirs, my executors and administrators to indemnity you and officer or other rank or employee of Indian Army, any of them arising our of any act or default on the part of this firm.

Company's Stamp/Seal

Signature \_\_\_\_ (Authorized)

Date :

Name