#### **ARMY PUBLIC SCHOOL BAREILLY**

## TENDER FORM FOR PURCHASE OF AIR CONDITIONERS (SPLIT) DATE OF SALE OF TENDER FORM 10 MAR 2021 TO 17 MAR 2021 BETWEEN 1000 HOURS TO 1300 HOURS

1. The school is interested in buying Air Conditioners (Split) as follows :-

Ser No	Description of the item to be purchased	Brand	Qty
(a)	1.5 Ton (5) Star Inverter Split AC. 3 year onsite warranty and 10 years warranty on compressor.		06 (Six)
(b)	Installation at designated locations in the		

- 2. Technical Specifications 1.5 Ton (5) Star Inverter Split AC are attached as Appendix 'A'.
- 3. Technical Bid and Terms and conditions is attached as Appendix 'B'.
- 4. Commercial Bid is attached as Appendix 'C'.
- 5. You are requested to submit your quotation in a sealed envelope and drop in the Box placed at the Main Office by 1300 hrs on **20 Mar 2021**.
- 6. The school reserves its right to alter the quantities/items or reject any quotation without assigning any reasons whatsoever.
- 7. Items are to be supplied against a supply order. Payment will be released by cheque once the ACs installed at designated locations and checked for correctness by a Board of Officers/Teachers.

Yours faithfully,

(Aparna Tripathi) Capt (Retd) Principal

Encls: As above

### Appx 'A' (Refers to Para 2 of Tender Form)

#### **TECHNICAL SPECIFICATIONS**

Ser	Make/ Model	Specification	Compliance	Remarks
No			(Yes/No)	
1.	Blue Star, Samsung,	<ul><li>1.5 Ton 5 Star Inverter Split AC.</li><li>3 year onsite warranty and 10 years</li></ul>		
	Hitachi, Daikin & LG	warranty on compressor.		
2.	Installation at de	esignated locations in the school.		

- 1. Complete installation on site as school plan.
- 2. On site visit during school hours on all working days from 1100hr to 1300hr.
- 3. Price for each items will be quoted separately for a minimum of two brands.
- 4. Price quoted must be inclusive of all taxes, duties and levies.

Appx 'B' (Refers to Para 4 of Tender Form)

#### **TECHNICAL BID**

#### **TENDER DOCUMENTS AND TERMS OF CONDITIONS**

The following documents and specification will also be submitted with Technical Bid:-

Ser No	Documents/Features of items	Documents Produced by Vendor Yes/No	Remarks
1.	No of years experience in Supply of IT eqpt		
2.	Certificate of firm's registration for GST, excise and TIN.		
3.	ITCC for last two years		
4.	List of establishments/organization where your firm is executing supply along with a zerox copy of work order/certificate of satisfactory performance		
5.	Profile of company		
6.	DD of Rs 7500/- (refundable)		
7.	Features of Specification Brochure for each items and each Brand are enclosed		
8.	Terms and conditions accepted or not.		

## COMMERCIAL BID COMMERCIAL BID FOR TENDER DOCUMENTS

Ser No	Make/ Model	Specification	Brand	Unit Price incl all taxes & duties	Total Price incl all taxes and duties
1	Blue Star, Samsung, Hitachi, Daikin & LG	1.5 Ton 5 Star Inverter Split AC. 3 year onsite warranty and 10 years warranty on compressor.			
2.	Installation at de	signated locations in the school.			

- 1. Complete installation on site as per requirement of the school.
- 2. On site visit during school hours on all working days from 1100hr to 1300hr.
- 3. Price for each items quoted separately of two brands.
- 4. Price quoted must be inclusive of all taxes duties and levies and installation with required accessories.

# REQUEST FOR PROPOSAL (RFP) TERMS AND CONDITIONS FOR PROCUREMENT OF 06 AIR CONDITIONERS SPLIT PART I

Dear Sir/Madam,

- 1. Please reference advertisement published in local newspaper Amar Ujala dated 10 Mar 2021.
- 2. Tender are invited from vendors having GST No for procurement of the following items:-

Ser No	Make/Model	Specification	Remarks
(a)	Blue Star, Samsung, Hitachi, Daikin & LG	1.5 Ton 5 Star Inverter Split AC. 3 year onsite warranty and 10 years warranty on compressor.	
(b)	Installation at des		

- 3. General Information about the tender:-
  - (a) Tender reference No 1035/APS dated 10 Mar 2021
  - (b) Last date and time for receipt of tenders 20 Mar 2021.
  - (c) Time and date for opening of tenders will be intimated later.
  - (d) Place of opening of tenders Senior Wing, Army Public School, Bareilly
  - (e) Address for Communication- Senior Wing, Army Public School, Bareilly Cantt, Pin 243001.

#### 4, Submission/Opening of Tender.

- (a) The tender shall be submitted **in single stage two bid system**, the Technical and Commercial bids.
- (b) Please quote our RFP No and date of tender opening on sealed cover. Failure to do so will render your offer invalid.

- (c) The Technical and Commercial bids are to be submitted in two separate sealed envelopes, duly marked as "Technical Bid as per Appendix 'A' for RFP No.1035/APS dated 10 Mar 2021 and "Commercial Bid for RFP No. 1035/APS Dated 10 Mar 2021". The quotations are to be super-scribed with your firm's name, address, and official seal and ink signed by an authorized representative of the Tenderer. Sealed Bids addressed to Principal, Army Public School, Bareilly Cantt should be dropped in tender box located at Senior Wing, Army Public School, Bareilly Cantt 243001, or to be sent by registered post so as to reach this office by due date and time (to be specified in the RFP). No responsibility will be taken for postal delay or non-delivery/non-receipt of tender documents. Tender sent by Fax will not be considered.
- (d). Sealed quotations will be opened by a committee on due date and time. Your authorized representative from the company can attend the tender opening.
- (e) To avoid any complications with regard to Late Receipt/Non-receipt of Tenders, it may please be noted that responsibility rests with the tenderer to ensure that tenders reach this office before due date. Late quotes will be rejected out rightly.
- (f) <u>Commercial offers will be opened only of those firms, who's</u>
  <u>Technical Offers have been found suitable after technical evaluation</u>.

  Further negotiations will be made only with the selected bidder as determined by the committee. The date, time and venue fixed for this purpose will be intimated separately.
- (g) <u>Earnest Money Deposit</u>. The bidders are required to deposit an EMD amounting of Rs 7,500/- with a validity of 180 days in the form of an Account Payee Demand Draft or Fixed Deposit Receipt or Banker's Cheque or Bank Guarantee from any of the public or a private sector bank authorized to conduct government business.

#### 5. Requirement of Installation/Commissioning.

- (a) Delivery of items shall be completed within 2 (Two) weeks from the date of Supply Order at Army Public School, Bareilly. On completion of delivery, APS Bareilly will issue a certificate as per format attached at Appendix "A".
- (b) Installation including acceptance testing shall be completed within two weeks from the date of Supply Order . On completion of installation including acceptance and testing. Army Public School, Bareilly will issue a certificate as per format attached at Appendix 'D'.

6. <u>Delivery Period</u>. Delivery period for supply of items would be as given in paragraph 5 above. Please note that contract can be cancelled unilaterally by the Buyer in case items are not received within the contracted delivery period. Extension of contracted delivery period will be at the sole discretion of the Buyer, with applicability of LD clause.

#### 7. Consignee Details.

Army Public School, Bareilly Cantt - 243001

- 8. <u>Liquidated Damages</u>. 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, withhold any payment until the completion of the contract. The BUYER may also deduct from the SELLER as agree 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 maximum value of the liquidated damages being not higher than 10% of the value of delayed stores.
- 9. <u>Method of payment of Liquidated Damages</u>. The amount charged as liquidated damages would be deducted by the customer (Army Public School, Bareilly) from the amount due for payment to the vendor. If the amount of such LD exceeds the payment due to the vendor. Vendor shall within 30 (Thirty) days make payment to the customer( Army Public School, Bareilly) in FULL & FINAL settlement of claims less the bank guarantee if encashed.

#### **SPECIAL CONDITIONS**

- 10. Performance Bank Guarantee. The bidder will be required to furnish a Performance Guarantee by way of Bank Guarantee through a public sector bank or a private sector bank authorized to conduct Government business for a sum of equal to 10% of the contract value within 30 days beyond the date of warranty. The specimen of PBG is attached at Appendix 'E'
- 11. Option Clause. NA.
- 12. **Repeat Order Clause.** School may place a repeat order for same items at the same cost within six months time period from the date of Supply Order.

- 13. Acceptance Testing. All items will be subjected to detailed acceptance testing procedure by a Board of Officers as per scope of work for the project. The details of the procedure will be worked out jointly by the vendor and the users. The specification of the items should be conformity with the details provided by the vendor and as per the given specifications. Any additional equipment needed for acceptance testing would be provided by the vendor at his own cost. In case any items is found not as laid down specifications and the consignment rejected, the vendor shall remove the items from user premises at his cost. The user would issue an acceptance certificate on successful completion of acceptance testing.
- 14. <u>Mode of Payment</u>. One time after checked by a Board for specification installation and smooth functioning of equipments through cheques
- 15. **Advance Payments.** No advance payment(s) will be made.
- 16. **Paying Authority.** Payment will be made by Principal, Army Public School, Bareilly Cantt. The payment of bills will be made on submission of the following documents by the Seller along with the bill:-
  - (a) Ink-signed copy of contingent bill/Seller's bill.
  - (b) Ink-signed copy of Commercial invoice/Seller's bill.
  - (c) CRVs in duplicate.
  - (d) Delivery certificate, acceptance certificate, installation and configuration certificate.
  - (e) Exemption certificate for excise duty/Customs duty, if applicable.
  - (f) Bank guarantee for advance, if any.
  - (g) Guarantee/Warranty certificate.
  - (h) Performance Bank guarantee/indemnity bond where applicable.
  - (j) 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).
  - (k) Any other document/certificate that may be provided for in the Supply Order/ Contract.
  - (I) Xerox copy of PBG, if applicable.
- 17. <u>Earliest Acceptable Year of Manufacture.</u> 2020-21 Quality/life Certificate will need to be enclosed with the bill.

- 18. 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 TE 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 (Year of contract), and shall incorporate all the latest improvements and modifications thereto and modified equipment. The Seller shall supply an inter changeability certificate along with the changed part numbers wherein it should be mentioned that items would provide as much life as the original items. The vendor should also committed to provide higher version of the product offered in case the offered product becomes obsolete or newer version is available without any change in the terms and conditions and prices quoted.
- 19. **Quality Assurance.** Seller would provide the Standard Acceptance Test Procedure (ATP) within 10 days of this date of contract. Buyer reserves the right to modify the ATP. Seller would be required to provide all test facilities for acceptance and inspection by Buyer. The details in this regards will be coordinated during the negotiation of the contract. The items should be of the **latest manufacture**, **confirming to the current production standard and having 100% define lift at the time of delivery.**
- 20. <u>Inspection Authority.</u> The inspection will be carried out by a Board of Officers on behalf of the buyer. The mode of inspection will be joint inspection.
- 21. <u>Warranty</u>. The following Warranty will form part of the contract placed on successful Bidder:-
  - (a) The Seller warrants that the goods supplied 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 3 <u>years on site warranty and</u> 10 years on compressor or as applicable from the date of acceptance of stores 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. Onsite comprehensive warranty will provided.
  - (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 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 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 within 0.5% of the warranty period. This amounts to total maximum downtime of six days during warranty.
- (e) The Seller shall associate technical personnel of the maintenance agency and quality assurance agency of the buyer during warranty and shall also provide the details of complete defects.
- (f) If a particular equipment/goods fails frequently and/or the cumulative down time exceeds 1.5% of warranty period, the complete equipment shall be replaced free of cost by the Seller within a stipulated period of 30 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) During the warranty period, all warranty benefits received by the seller from the OEMs for any equipment pertaining to third parties will be passed on in to the Buyer.
- (h) Where the tenders are quoted for by resellers/channel partners on behalf of OEMs. Proof in writing to the effect that a back to back arrangement/ exercising of support pack options exist with the OME for entire duration of warranty, shall be provided on placement of Supply Order. Failure to provide sufficient proof for the arrangements shall either result in non-processing of payments due to the vendor or cancellation of supply order.
- 22. **Condition during warranty**. The system should fulfill the following conditions during the warranty:-
  - (a) Any failure in the system or a sub-system thereof should be rectify within a maximum period of 48 hours of lodging a complaint.

- (b) If the system is down beyond 48 hours certain amount per day per system will be charged or recovered out of the Bank Guarantee/Balance payment held with the school held toward warranty/AMC/FSMA, In case of any system/sub-system being down for more than seven working days, user has the option to get it repaired from any suitable agency at the risk and cost of the seller, which will be deducted from the Bank Guarantee/Balance payment held with the school due to the seller..
- (c) Any system failing at sub-system level three times within a period of three months or displaying chronic faulty behaviour or manufacturing defects or quality control problems will be totally replaced by the seller at his risk and cost within 30 days of being initiated.

#### 23. <u>Delivery and Implementation Schedule.</u>

- (a) Delivery time 2 weeks and installation time 1 week from the date of work order of 06 ACs for Army Public School, Bareilly shall be completed for acceptance within the time period specified at Para 5 & 6.
- (b) Training of user team on item/equipments features at the time of installation of the AC/equipments.
- 24. All packing cases, containers, packing and other similar materials shall be supplied free of cost by the vendor and shall not be returned unless otherwise specially agreed upon.
- 25. **System Maintenance**. In order to ensure functionally during the lifetime the vendor would provide the following:-
  - (a) Warranty for all items will be as per Para 21 (b) of this RFP.
  - (b) During the period of warranty the vendor will ensure that all the ACs continue to perform in exactly the same manner as at the time of acceptance.
  - (c) The vendor will continue to provide spares on payment and maintenance support during the complete lifetime the equipment.
- 26. Acceptance Testing. Delivery of all equipment will be at Army Public School, Bareilly. ACs will be subjected to an acceptance testing procedure to test for functioning and reliability. The vendor and the use will work out the details of the procedure jointly. The specifications of the items should be in conformity with the details provided by the vendors and as per the given specifications. The equipment for acceptance testing would be provided by the vendor at his own cost. The user would issue an acceptance certificate on successful completion of acceptance testing. The warranty would commence on the date of completion of the acceptance of the equipment by a Board of Officer conducting the acceptance testing.

27. **Final Price**. The total price of the project that is finally accepted as per your quotation will be inclusive of all taxes, packing forwarding, installation, freight, insurance training etc and free comprehensive warranty for twelve months.

#### OTHER DETAILS

#### 28. **Distribution**

- (a) Paying Authority. Principal, Army Public School, Bareilly Cantt.
- (b) <u>Inspection Authority</u>. Board of Officers to be detailed by local fmn HQ.
- (c) **Consignee**. Principal, Army Public School, Bareilly Cantt.
- (d) Inventor (Address), if applicable. NA
- (e) <u>User (Address), if applicable</u>. Principal, Army Public School, Bareilly Cantt 243001

#### **Pre-Bid Conference**

29. All clarifications are to be resolved in the Pre-Bid Conference on \_\_\_Mar 2021 at Principal Office, Army Public School, Bareilly, prior submission of bids. No revision of commercial bid would normally be permitted after opening of the Technical Bid.

#### **Commercial Bid**

30. The commercial bid is to be submitted strictly in accordance with Appendix 'B' 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 negotiations specifically and asked to justify the rates.

#### Conditions under which this RFP is issued.

31. This RFP is being issued with no financial commitment and School reserves the right to change or vary any part thereof at any stage. The School reserves the right to reject any or all of the offers without assigning any reason whatsoever. The School also reserves the right to withdraw the RFP should it be so necessary at any stage.

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Yours sincerely,

(Aparna Tripathi) Capt (Retd) Principal