

**ARMY PUBLIC SCHOOL, PANAGARH**

PO: PANAGARH, DIST: PURBA BARDHAMAN, PIN- 713420

Website: [www.apspanagarh.com](http://www.apspanagarh.com)Contact No: **0343-2513216**E-mail: [aps.panagarh2012@gmail.com](mailto:aps.panagarh2012@gmail.com)

1. Army Public School, Panagarh invites sealed tenders from eligible Bidders for **upgradation of Geo Lab at APS, Panagarh**. The details of the same are uploaded in the school website.
2. Bidders are required to submit Technical and Financial Bids on tender documents as uploaded on APS, Panagarh website or contact on the number given above for physical collection of tender documents from APS, Panagarh. Bids will be submitted in sealed envelopes mentioning the name of items on the top cover of the envelope.
3. Details of the above projects along with list of required documents for bidding may either be obtained from APS, Panagarh or downloaded from the website of school ([www.apspanagarh.com](http://www.apspanagarh.com)).
4. **Location of the Tender Box:** Main gate, Army Public School, Panagarh.
5. **Payments:** No Advance payments will be made. Payment will be made after successful completion of project work and acceptance by the school management.

*Apr Dev*  
Offg Principal

## **REQUEST FOR PROPOSAL**

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

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

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### **INVITATION OF BIDS FOR SUPPLY AND EXECUTION OF WORK FOR UPGRADATION OF GEO LAB AT ARMY PUBLIC SCHOOL, PANAGARH**

Sir,

1. The offline Bids under open tender inquiry are invited from vendors for supply and execution of work for upgradation of Geo Lab as per Part-II. The tender reference number is **049/APS/09/A dt 22 Oct 2025**.

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

- |                                                    |   |                                                                                           |
|----------------------------------------------------|---|-------------------------------------------------------------------------------------------|
| 1.1 Postal address for sending requisite Documents | - | Principal<br>Army Public School<br>Panagarh<br>PO : Panagarh Dist :<br>Burdwan, WB-713420 |
| 1.2 Bids/queries to be addressed to                | - | Offg Principal, APS, Panagarh                                                             |
| 1.3 Name/designation of the contact personnel      | - | Ms Jasmine Chhabra                                                                        |
| 1.4 Telephone numbers of the contact personnel     | - | 0343-2513216                                                                              |
| 1.5 e-mail ID of contact personnel                 | - | aps.panagarh2012@gmail.com                                                                |

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

3.1 **Part-I.** Contains General information and Instruction for the Bidders about the RFP such as the time, place of submission and opening of tender, validity period of tenders etc.

3.2 **Part-II.** Contains essential details of the items / stores required, such as the schedule of requirement (SOR), Technical Specification along with drawings.

3.3 **Part-III.** Contains Standard conditions of RFP, which will form part of the Contract with the successful Bidder.

3.4 **Part-IV.** Contains Special conditions applicable to this RFP and which will also form part of the contract with the successful bidder.

3.5 **Part-V.** Contains Evaluation Criteria and Format for Price Bids.

4. **Placement of Order.** The Work Order will be placed on successful conclusion of negotiations on L1 firm.

5. This RFP is being issued with no financial commitment and the Buyer reserves the right to change or vary any part at any stage. Buyer also reserves the right to withdraw the RFP, should it become necessary at any stage.

6. Please acknowledge receipt.

## **PART-I : GENERAL INFORMATION**

1. **Last date and time for depositing the Bids. (29 Oct 2025 at 1100hrs).** The sealed Bids (both technical and commercial, in separate folders/envelops) 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 dropped in the Tender Box marked as "TENDER BOX" or sent 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, unless they have been specifically called for by these modes due to urgency. The bids will be submitted in the following manner: -

2.1 **Cover-I.** Cover-I will contain the Technical Bids consisting of following documents: -

2.1.1 Tender Conditions Acceptance Certificates (Format as attached to this RFP).

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

2.1.3 RFP duly stamped & signed by vendor on each page.

2.1.4 Copy of PAN Card, GSTIN No and sample crossed invoice of firm as per VAT -51 on which the firms bill will be submitted.

2.1.5 Copy of Enlistment/ Registration for works/ General order supplier/ Fabricator for Defence works.

2.1.6 Last 3 year's experience certificate of executed jobs of similar nature. The firm's annual turnover must be at least 60% of the quoted amount, supported by income tax returns and audited balance sheets from an authorized auditor for the past two financial years.

2.1.7 The OEM must possess a valid manufacturing license; Copy of which must be enclosed in the technical bid. Bidders should be OEM authorized vendors or specialized Government agencies (e.g. DRDO) or PSUs (e.g. NBCC, NPCC, Defence PSUs) involved with related works/items.

2.1.8 Drawings enclosed to be verified from any IIT, NIT, Government College or an authorized Engineer.

2.2 **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. 30 Oct 2025 (1800Hrs).** 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 (ADDRESS)** Only those Bids that are found in the tender box will be opened. Bids dropped in the wrong Tender Box will be rendered invalid.

5. **Place of Opening of the Bids.** **Principal's Office ADDRESS.** The Bidders may depute their representatives, duly authorized in writing, to attend the opening of Bids on the due date and time following. 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 your representative.
6. **Opening of Two Bid System (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. Date of opening of the Commercial Bids will be after two days post acceptance of the technical bids. Commercial Bids of only those firms will be opened whose technical bids are found compliant/suitable after technical evaluation is done by the buyer.
7. **Forwarding of Bids.** Bids should be forwarded by Bidders under their original memo/letter pad inter alia furnishing details like EPF/ ESI number, GST number, CIN number, MSME & ISO 9001:2015. Bank address with NEFT Account, if applicable etc and complete postal & E-mail address of their office.
8. **Clarification Regarding Contents of the RFP.** A prospective bidder who requires clarification regarding the contents of the bidding documents shall notify to the Buyer about the clarifications sought not later than 01 (One) day prior to the date of opening of the Bids.
9. **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 may be sent by e-mail. 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.
10. **Clarification regarding contents of the Bids.** During evaluation and comparison of bids, the Buyer may, at its discretion, ask the bidder for clarification of his bid. The request for clarification will be given in writing and no change in prices or substance of the bid will be sought, offered or permitted.
11. **Rejection of Bids.** Canvassing by the bidder in any form, unsolicited letter and tender correction may invoke summary rejection with forfeiture of Earnest Money Deposit (EMD). Conditional bids will not be accepted.
12. **Unwillingness to Quote.** Bidders unwilling to quote should ensure that intimation to this effect reaches before the due date and time of opening of the Bid, failing which the defaulting Bidder may be delisted for the given range of items as mentioned in this RFP.
13. **Validity of Bids.** The Bids should remain valid till **120 days** from the last date of submission of the Bids.
14. **Earnest Money Deposit.** Bidders are required to submit Earnest Money Deposit **3% of contract amount along with their bids.** The EMD will be submitted in the form of Demand Draft from any of the public sector bank or private sector bank authorized to conduct government business as per form of DPM 13 (Available in MoD website and can be provided on request). **EMD is to remain valid for a period of forty-five (45) days beyond the final bid validity period.** EMD of the unsuccessful bidders will be returned to them, at the earliest, after expiry of the final bid validity and latest on or before the **30<sup>th</sup> day** after the award of the contract. The bid

security of the successful bidder would be returned, without any interest whatsoever, after the receipt of Bank Guarantee from them as called for in the contract. The EMD will be forfeited if the bidder withdraws or amends impairs or derogates from the tender in any respect within the validity period of their tender.

15. **Specification.** The Seller guarantees to meet the specifications of the Work Order and to incorporate the modifications to the existing design configurations to meet the specific requirement of the Buyer Services as per modification/requirements recommended after the Maintenance Evaluation Trials. All technical literature and drawings 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 design, drawings and specifications due to change in manufacturing procedures, indigenization or obsolescence.

16. **Quality Control.** The supplier will be responsible for quality of items.

17. **Inspection Authority.** The store will be subjected to an inspection of the Work Order and to incorporate the modification as laid down in the work order by Offg Principal, APS Panagrah. The costs incurred during inspection, if any (only for testing of material), will be borne by the Vendor / Supplier.

18. The quality of the store delivered according to the present Work Order shall correspond to the technical conditions and standards or specification to the stores suggested by the Buyer. Such modifications will be mutually agreed to.

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

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

| <b><u>S<br/>No</u></b> | <b><u>Nomenclature</u></b>                                                                                                                                                                                                                                                            | <b><u>A/U</u></b> | <b><u>QTY</u></b> |
|------------------------|---------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|-------------------|-------------------|
| 1.1                    | <b>Wall Paneling</b> : Paneling of the walls till 4ft from the floor using WPC wooden design paneling                                                                                                                                                                                 | No                | 432               |
| 1.2                    | <b>Painting</b> : Painting of the wall above the wall paneling with 2 coats of putty and 2 coats of interior emulsion of approved color.                                                                                                                                              | Job               | Job               |
| 1.3                    | <b>Electrical</b> : Concealing of all the electrical conduits and installation of modular switches and plates Make: Legrand/GM.<br>Includes provision for TV, audio system computer and other related items<br>Includes focus lights on the wall to highlight photo frame on the wall | Point             | 18                |
| 1.4                    | <b>Grid light</b> : Supply & installation of 36W Panasonic 60 x 60 LED grid lights                                                                                                                                                                                                    | Nos               | 08                |
| 1.5                    | Supply and installation of 5ft x 2ft workstation with provision for 2 chairs.<br>MS frame table with 4mm x 40mm tubes with factory pressed laminated table top of 40mm thickness                                                                                                      | Nos               | 18                |
| 1.6                    | <b>Blinds</b> : Supply and installation of roller blinds of approved sample on the windows                                                                                                                                                                                            | No                | 100               |
| 1.7                    | <b>Glass Door</b> : Supply and installation of 10mm thick toughened glass door with its hardware. Single leaf door with round handle with logo engraved on it.<br>Door Dimension : 7ft x 3ft                                                                                          | Sqft              | 21                |
| 1.8                    | Supply and installation of backlit boards with 10mm thick toughened glass and vinyl print on top. Sides to be covered using 2mm Aluminum strip.<br>Includes LED backlight with driver<br>Dimension – 8ft x 4ft                                                                        | Nos               | 4                 |
| 1.9                    | Supply and installation of overhead wall cabinets of 2ft height with WPC carcass with factory pressed laminated shutters                                                                                                                                                              | Sqft              | 80                |

## **TECHNICAL SPECIFICATION**

**Technical Details.** Technical specification / compliance of the materials are given in succeeding paragraphs: -

1. **Scope of work.** The work involves the upgradation of the Geography Laboratory (26 ft × 28 ft), including wall panelling, painting, electrical installations, workstations, backlit boards, blinds, and cabinets. All materials shall be of approved make, conform to relevant Indian Standards (IS Codes), and be installed as per standard engineering and safety practices. The work shall ensure aesthetic enhancement, functionality, and long-term durability.

2. **Wall Panelling.** Wall panelling up to 4 ft height from the floor using WPC (Wood Plastic Composite) panels with a decorative wooden finish.

### 2.1 **Specifications:**

2.1.1 Material: WPC composite (60% PVC, 30% wood fibre, 10% additives)

2.1.2 Panel Thickness: 10–12 mm

2.1.3 Finish: Wood grain texture, factory laminated

2.1.4 Make: Alstone / Ecoste / Virgo.

2.1.5 Compliance: IS 2380:2021 (Mechanical and surface performance of WPC boards)

2.1.6 Framework: Aluminium channel base structure with adhesive and fasteners

2.1.7 Advantages: Termite-proof, waterproof, fire retardant, and low maintenance.

3. **Painting.** Painting of wall surfaces above WPC panelling with smooth emulsion finish.

### 3.1 **Specifications:**

3.1.1 Putty: White cement-based wall putty (Birla / JK).

3.1.2 Primer: One coat of acrylic primer.

3.1.3 Paint: Two coats of interior emulsion (Asian Paints / Nerolac / Berger).

3.1.4 Compliance: IS 5411 (Part 1):2013.

3.1.5 Finish: Low-VOC, washable, and stain-resistant surface.

4. **Electrical Works.** Complete internal electrification, including concealed conduits, modular fittings, and lighting points.

### 4.1 **Specifications:**



- 4.1.1 Wiring: FRLS copper wire (Finolex / Havells / Polycab)
- 4.1.2 Compliance: IS 694:2010
- 4.1.3 Switches & Sockets: Modular type (Legrand / GM / Schneider)
- 4.1.4 Compliance: IS 3854:1997 (switches), IS 1293:2019 (sockets)
- 4.1.5 Distribution Board & MCBs: Legrand / Siemens / Havells
- 4.1.6 Compliance: IS/IEC 60898-1:2015
- 4.1.7 Conduits: Heavy-duty PVC conduits (IS 9537 Part 3:1983)
- 4.1.8 Lighting Provision: For focus lights, backlit boards, and workstation points
- 4.1.9 Power Points: For computers, AV system, and small electronic devices

**4.2 Justification and Compliance:** All wiring and fixtures conform to IS:732–2019 (Code of Practice for Electrical Wiring Installations). Circuit segregation for lighting and power is provided for safety. All outlets are BIS-certified, ensuring compliance with Indian standards for fire resistance and electrical safety.

**5. Lighting.** Supply and installation of grid and focus lights for uniform illumination.

**5.1 Specifications:**

- 5.1.1 Type: 36W LED grid light, recessed type. Make: Panasonic / Wipro / Havells.
- 5.1.2 Color Temperature: 4000–4500K (neutral white).
- 5.1.3 Compliance: IS 10322 (Part 5/Sec 1):2012
- 5.1.4 Power Efficiency: >90 lumens/watt, BIS certified driver.

**6. Workstations.** Supply and installation of MS-framed workstations (5 ft × 2 ft) with dual seating provision.

**6.1 Specifications:**

- 6.1.1 Frame: Mild steel 40×40 mm tubular structure with epoxy powder coating.
- 6.1.2 Compliance: IS 277:2018 (galvanized coating).
- 6.1.3 Table Top: 40 mm thick factory-pressed laminated plywood.
- 6.1.4 Plywood Make: Greenply / Century / Sterling
- 6.1.5 Compliance: IS 303:2018 (BWP Grade).
- 6.1.6 Laminate: 1 mm thick high-pressure laminate (Virgo / Greenlam / Merino)

6.1.7 Compliance: IS 2046:1995.

6.1.8 Edges: 2 mm PVC edge banding.

6.1.9 Leg Ends: Non-slip rubber caps for floor protection

6.2 **Justification:** Provides sturdy, long-life, low-maintenance surfaces suitable for heavy use in labs. Laminate finish ensures chemical resistance and easy cleaning.

7. **Blinds.** Roller blinds for all laboratory windows to control daylight and glare.

7.1 Specifications:

7.1.1 Material: Polyester/PVC blackout fabric

7.1.2 Mechanism: Chain-operated spring roller system. Make: Vista / Mac / Hunter Douglas.

7.1.3 Compliance: IS 14706:1999 (for textile coverings).

8. **Backlit Boards.** LED-backlit glass display boards for maps and geographic visuals.

8.1 Specifications:

8.1.1 Glass: 10 mm toughened glass, IS 2553 (Part 1):2018.

8.1.2 Printing: High-resolution vinyl print mounted on the glass.

8.1.3 Frame: 2 mm aluminium strip edge frame with concealed LED lights

8.1.4 Lighting: Warm white LED strip with adapter and driver

8.1.5 Size: 8 ft × 4 ft per board

8.1.6 Quantity: 4 Nos

8.1.7 Compliance: IS 10322 (Lighting standard), IS 2553 (Glass safety).

9. **Wall Cabinets.** Overhead wall cabinets (2 ft height) for storage of charts, models, and instruments.

9.1 Specifications:

9.1.1 Carcass: WPC board (Alstone / Ecoste), IS 2380:2021 compliant.

9.1.2 Shutters: 16 mm BWP plywood with 1 mm laminate finish.

9.1.3 Laminate: Virgo / Greenlam / Merino

9.1.4 Hardware: Soft-close hinges and SS handles (Ebco / Hettich)

9.1.5 Finish: Matte / gloss finish depending on color scheme

10. **Glass Door Single.** Leaf glass entrance door with logo engraving.

10.1 **Specifications:**

10.1.1 Glass: 10 mm thick toughened glass (IS 2553:2018 compliant).

10.1.2 Hardware: SS patch fittings, round handle, and floor spring. Make: Ozone / Dorma / Godrej.

10.1.3 Finish: Clear with laser-engraved school logo.

11. **Source of Procurement.** All materials will be procured from authorized dealers or OEM distributors ensuring warranty, authenticity, and BIS certification. Locally available materials (e.g., granite, tiles, or WPC) will be sourced from reputed suppliers meeting relevant.

12. **Work Execution Plan.**

12.1 Site Preparation: Cleaning, layout marking, and removal of existing fittings.

12.2 Electrical Routing: Concealing conduits and point wiring.

12.3 Wall Panelling: WPC fixing and finishing.

12.4 Painting: Putty, primer, and two coats of emulsion.

12.5 Furniture: Workstation fabrication and cabinet installation.

12.6 Lighting and Display Boards: Mounting and connection.

12.7 Final Fixes: Blinds, door, and socket testing.

12.8 Testing and Handover: Electrical safety and load test certification.

13. **Compliance Summary.**

| Component           | IS Standard                  | Compliance Remarks         |
|---------------------|------------------------------|----------------------------|
| Electrical Wiring   | IS 732:2019                  | Fully compliant            |
| Switches & Sockets  | IS 1293:2019 / IS 3854:1997  | BIS certified              |
| WPC Panels          | IS 2380:2021                 | Fire and termite resistant |
| Workstation Plywood | IS 303:2018                  | BWP Grade                  |
| Laminate            | IS 2046:1995                 | High-pressure laminate     |
| 2Glass              | IS 2553 (Part 1):2018        | Safety glass               |
| Lighting Fixtures   | IS 10322 (Part 5/Sec 1):2012 | BIS compliant              |
| Paint               | IS 5411 (Part 1):2013        | VOC compliant              |
| Blinds              | IS 14706:1999                | Textile safety compliant   |

14. Some of the minor details/items which shall be deemed to be essential for execution and the details of which are not specifically shown on drawings or not given in the particular specifications but are essential for execution of works/services in a sound and workman like manner to be followed as per relevant Indian Standards/ code of practice. The completed job shall be executed by the supplier/contractor at own cost as per drawing or as directed by the accepting officer.

### **PART III - STANDARD CONDITIONS OF RFP**

**THE BIDDER IS REQUIRED TO GIVE CONFIRMATION OF THEIR ACCEPTANCE OF THE STANDARD CONDITIONS OF THE REQUEST FOR PROPOSAL MENTIONED BELOW WHICH WILL AUTOMATICALLY BE CONSIDERED AS PART OF THE CONTRACT CONCLUDED WITH THE SUCCESSFUL BIDDER (I.E. SELLER IN THE CONTRACT) AS SELECTED BY THE BUYER. FAILURE TO DO SO MAY RESULT IN REJECTION OF THE BID SUBMITTED BY THE BIDDER.**

1. **Law.** The Contract shall be considered and made in accordance with the laws of the Republic of India.
2. **Effective Date of the Contract.** Normally the contract shall come into effect on the date of signatures of 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, supplies and performance of the services shall commence from the effective date of the Work Order.
3. **Litigation & Arbitration.** No litigation or arbitration under any circumstance at any stage shall be applicable. The decision of the Offg Principal, APS Panagarh shall be final and binding on all matters.
4. **Penalty for use of Undue influence.** The Seller hereby undertakes that neither he nor any person acting on his behalf has offered, promised, or given, directly or indirectly, any gift, consideration, reward, commission, fee, brokerage, or any other inducement to any individual associated with the Buyer or otherwise for Procuring this contract or any other contract with the Government of India, Refraining from any act in relation to the obtaining or execution of this contract or any other contract or Showing or refraining from showing favor or disfavor to any person in connection with this or any other contract with the Government of India. Any breach of this undertaking by the Seller or any person employed or acting on his behalf (whether with or without the Seller's knowledge) or the commission of any acts defined under Chapter IX of the Indian Penal Code, 1860, the prevention of Corruption Act 1988, or any other anticorruption legislation, shall entitle the Buyer to cancel this contract and/or any other contracts with the Seller and recover any loss or damage resulting from such cancellation. The decision of the Buyer or its nominee regarding the breach of this undertaking shall be final and binding on the Seller. Furthermore, any act by the Seller or his representatives to offer or give any gift, bribe, or inducement, or any attempt thereof, to any officer or employee of the Buyer or any other person capable of influencing the Buyer's officers or employees to show favor in connection with this or any other contract shall render the Seller liable to penalties. Theses may include, but are not limited to: -
  - 4.1 Termination of the contract.
  - 4.2 Imposition of penal damages.
  - 4.3 Forfeiture of the Bank Guarantee and Refund of any amounts paid by the Buyer.
5. **Agents / Agency Commission.** The Seller hereby confirms and declares to the Buyer that the Seller is the original manufacturer of the goods or provider of the services specified in this contract. The seller has not engaged any individual or firm, whether Indian or foreign, to intercede, facilitate, or recommend, officially or unofficially, the award of this Contract to the Seller by the Government of India or its functionaries. No amount has been paid, promised, or intended to be paid to any such individual or firm for intercession, facilitation or recommendation in relation to this contract. The Seller further agrees that it is found at any time, to the satisfaction of the Buyer, that this declaration is false or misleading or if the Buyer later discovers that the seller has engaged any such individual or firm and has paid or intended to pay any amount, gift,

reward, fee, commission, or other consideration to them, the seller shall refund the entire amount to the Buyer. Be debarred from entering into any supply contract with the Government of India for a minimum period of five years. The Buyer shall have the right to cancel this contract, either wholly or partially, without any entitlement or compensation to the Seller. In such an event, the Seller shall refund all payments received under this Contract along with interest at the rate of 2% per annum above the LABOR rate. The Buyer shall also have the right to recover any such amounts from payments due under any other contracts previously concluded with the Government of India.

6. **Access to Books of Accounts.** If the Buyer determines that the Seller has engaged an agent, paid a commission, or influenced any person to secure the contract, as outlined in the clauses related to Agents/Agency Commission and penalties for undue influence, the Seller shall, upon the Buyer's specific request, provide access to relevant financial documents and information for inspection. False allegations without documents, evidence or proof by the seller will not be treated. Bidder will be black listed at any stage from all government contracts under this.

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 (LD).** 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 agreed, liquidated damages to the sum of 5% of the contract price of the delayed/undelivered stores/services mentioned above for every week of delay or part of a week, subject to the maximum value of the Liquidated Damages being not higher than 50% of the value of delayed stores.

9. **Termination of Contract.** The Buyer shall have the right to terminate this Contract in part or in full in any of the following cases: -

9.1 The delivery/execution of the work is delayed for causes not attributable to Force Majeure for more than (01 Month) after the scheduled date.

9.2 The delivery/execution of the work is delayed due to causes of Force Majeure by more than (01 Month) provided Force Majeure clause is included in contract.

9.3 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.

9.4 As per decision of the Offg Principal, APS Panagarh.

10. **Notices.** Any notice required or permitted by the contract shall be written in the English language and may be delivered personally or may be sent by E-mail or registered pre-paid mail/airmail, addressed to Offg Principal, APS Panagarh.

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.

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 any time on account of the infringement of any or all the rights mentioned in the previous paragraphs, whether such claims arise in respect of manufacture or use. The Seller shall be responsible for the completion of the supplies including spares, tools, technical literature and training aggregates irrespective of the fact of infringement of the supplies, irrespective of the fact of infringement of any or all the rights 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. **Taxes and Duties.**

14.1 **In respect of Indigenous bidders: -**

14.1.1 **General.**

14.1.1.1 If Bidder desires to ask for GST extra, the same must be specifically stated. In the absence of any such stipulation, it will be assumed that the prices include all such charges and no claim for the same will be entertained.

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

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

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

14.1.1.5 Any change in any duty/tax upward/downward as a result of any statutory variation in excise taking place within contract terms shall be allowed to the extent of actual quantum of such duty/tax paid by the supplier. Similarly, in case of downward revision in any duty/tax, the actual quantum

of reduction of such duty/tax shall be reimbursed to the Buyer by the Seller. All such adjustments shall include all reliefs, exemptions, rebates, concession etc. if any obtained by the Seller.

#### 14.1.2 **Customs Duty.**

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

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

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

#### 14.1.3 **Excise Duty.**

14.1.3.1 Where the excise duty is payable on ad valorem basis, the Bidder should submit along with the tender, the relevant form and the manufacturer's price list showing the actual assessable value of the stores as approved by the Excise authorities.

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

14.1.3.3 The Seller is also required to furnish to the Paying Authority the following certificates:-

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

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

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

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

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

#### 14.1.4 **GST**

14.1.4.1 If it is desired by the Bidder to ask for GST to be paid as extra, the same must be specifically stated. In the absence of any such stipulation in the bid, it will be presumed that the prices quoted by the Bidder are inclusive of sales tax and no liability of sales tax will be devolving upon the Buyer.

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



#### 14.1.5 **Octroi Duty & Local Taxes.**

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

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

15. **Pre-Integrity Pact Clause.** Not applicable in this project

**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. Minimum Qualitative Requirement to the Bidder.**

**1.1 Design to be approved/vetted by IIT, NIT or any Govt Engineering College. The vetted drawing shall be enclosed with Physical bid and also uploaded online along with technical bid and the rates shall be quoted accordingly.**

**1.2 The stores to be supplied should not violate the terms and conditions. The OEM should have manufacturing license. Copy of manufacturing license to be attached with technical bid.**

**1.3 Bidders should be OEM authorized vendors / specialized Govt agencies like DRDO etc/PSU like NBCC, NPCC etc./Defense PSUs dealing with subject work.**

**1.4 Certification.**

**1.4.1 Certification for dealing with the supply of only BIS certified equipment from ISO certified bidders / OEMs wherever BIS standard exists. Certification of product must be enclosed with the bids where existing. In case the products/item for which certification is not readily available with the bidder at the time of bidding, then BIS standards certification will be submitted at delivery stage along with the invoice. This certification should be from OEM/NABL accredited labs. However, this testing will be as per BIS protocols. In case of non-applicability of BIS standards, technical specifications may be based on relevant international/equipment standards.**

**1.4.2 In case vendor is submitting NABL accredited labs certificate, during the project execution stage, at the time of procurement/supply of material, the finalized bidder shall submit the manufacture's test certificate in `original along with the test sheet giving result of each test as applicable as also the chemical composition utilized with every consignment.**

**1.4.3 The Project Management shall also organize independent testing of random sample drawn from various lots from National Test House, Regional Research Labs, NABL accredited labs or Zonal Labs as applicable.**

**1.4.4 In case the items include fabrication work it is mandatory that the bidders should have his own fabrication unit and it should be in a functional state. The photographs in respect of the fabrication unit shall be submitted along with the technical bids. The fabrication unit is subject to inspection by the buyer or his authorized representative at any point of time and the contract is liable to be cancelled at the discretion of the Accepting Officer without any prior intimation.**

2. **OEM Certificate.** Only OEM certified products shall be supplied by the bidders in this proposal. No locally made or assembled equipment/product shall be quoted /supplied. In case, the Bidder is not the OEM, the agreement certificate with the OEM or OEM authorization certificate, for sourcing the spares, shall be mandatory to be submitted. These certificates would form part of the documents required in Technical Bid. However, where OEMs do not exist, minor aggregates/spares/appliances can be sourced from authorized vendors subject to quality certification and purchase vouchers in this regard shall be produced at the time of delivery. No equipment of Chinese origin shall be offered.

3. **Delivery Schedule.** Delivery of stores and execution of work will be completed within **90 Days** from the date of issue of Work Order at following locations: -

3.1 Supply of Stores - **APS, Panagarh**

3.2 Date of supply will be strictly followed. reserves the right not to accept supplies after the stipulated delivery period and cancel the Work 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 to the unit at least 15 days in advance and buyer will be sole authority in entertaining any request for extension of deadlines to supply stores and day in execution of work.

4. The rates quoted will remain valid for six months from the date of opening of quotation.

5. **Completion Period.**

5.1 Due to unforeseen condition like progress of work and storage facility at site, the buyer may consider the extension of completion period. Extension of completion period will be at the sole discretion of the Buyer.

5.2 Please note that Contract can be cancelled unilaterally by the Buyer in case work is not completed within the contracted completion period or any other reason deemed fit by the buyer.

6. **Terms of Delivery.**

6.1 The manufacturer shall be responsible for the safe delivery of the stores at the consignee's end and transit damage, if any, shall be promptly attended by him.

6.2 Free delivery at consignee's place.

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

7.1 The stores will be delivered at designated locations as mentioned in this RFP and any such location within 50 KM of designated location confirmed by the consignee. In case supply is not completed within stipulated period, the orders may be cancelled without any liability what so ever towards the department. Accepting Officer reserves the right not to accept the supplies after the stipulated delivery period and cancel the Work Order for the balance quantity. Rate should be quoted for delivery of stores at engineer stores detachment established at the site. The firm will make its own arrangements to pay all

taxes including transit insurance/ octroi and other taxes as applicable and the cost thereof and will be responsible for defect free delivery of stores at destination.

7.2 Technical specification should be read in conjunction with store list. In case of any variation between drawings and technical specifications, decision of Offg Principal, APS Panagarh will be final and binding on the firm. Any additional items required for upgradation work as per design and specifications given in technical specifications and attached sketches will be provided by the supplier.

7.3 In case of any dispute related to quotation or Work Order, decision of The Offg Principal, APS Panagarh shall be final and binding.

7.4 The warranty on the stores/parts and installations cost shall be considered included in the rates quoted. The supplier shall stand liable for repair / replacement for the duration as given by the main manufacturer for that item against faulty material and manufacturing defects without any extra cost.

8. **Packing and Marking.** The following Packing and Marking clause will form part of the contract placed on successful Bidder: -

8.1 The Seller shall provide packing and preservation of the equipment and spares/goods contracted so as to ensure their safety against damage in the conditions of land, sea and air transportation, trans-shipment storage and weather hazards during transportation, subject to proper cargo handling. The Seller shall ensure that the stores are packed in containers, which are made sufficiently strong, and with seasoned wood. The packing cases should have hooks for lifting by crane/fork lift truck. Tags with proper marking shall be fastened to the special equipment, which cannot be packed.

8.2 The packing of the equipment and spares/goods shall conform to the requirements of specifications and standards in force in the territory of the Seller's country.

8.3 Each spare, tool and accessory shall be packed in separate cartons where applicable. A label in English shall be pasted on the carton indicating the under mentioned details of the item contained in the carton. A tag in English with said information shall also be attached to six samples of the item. If quantity contracted is less than six then tag shall be affixed to complete quantity contracted of the item. The cartons shall then be packed in packing cases as required.

- 8.3.1 Part Number:
- 8.3.2 Nomenclature:
- 8.3.3 Contract annex number:
- 8.3.4 Annex serial number:
- 8.3.5 Quantity contracted:

8.4 One copy of the packing list in English shall be inserted in each cargo package, and the full set of the packing lists shall be placed in Case No1 painted in a yellow colour.

8.5 If necessary, each package shall be marked with warning inscriptions: <Top>, "Do not turn over", category of cargo etc.

8.6 Should any special equipment be returned to the Seller by the Buyer, the latter shall provide normal packing, which protects the equipment and spares/goods from the damage of deterioration during transportation by land, air or sea. In this case the Buyer shall finalize the marking with the Seller.

9. **Inspection Authority.** The store will be subjected to an inspection to ascertain that they confirm to the specification as laid down in the work order by the Offg Principal, APS Panagarh or Board of Officer detailed by HQ 59 Inf Div. The costs incurred during inspection, if any (e.g 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 design configuration to meet the specific requirement of the Buyer Services as per modifications/requirements recommended after the Maintenance Evaluation Trials. All technical literature and drawings 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 design, drawings and specifications due to change in manufacturing procedures, indigenization or obsolescence. This will, however, not in any way, adversely affect the end specifications of the equipment/ work. Changes in technical details, drawings, and repair and maintenance techniques along with necessary tools as a result of up gradation/alterations will be provided to the Buyer free of cost within 30 days of affecting such upgradation/ alterations.

11. **Quality.** The quality of the stores delivered according to the present Work Order shall correspond to the technical conditions and standards or specifications enumerated as per QUOTATION 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 work Order shall be new i.e. not manufactured before (Year of work 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 interchangeability certificate along with the changed part numbers wherein it should be mentioned that item would provide as much life as the original item.

12. **Quality Assurance.** After the Work 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.

13. **Quality Control.**

13.1 Accepting officer is "The Offg Principal, APS Panagarh" and he reserves the right to get any part tested for quality if he feels so. Cost of such testing will be borne by the supplier.

13.2 The supplier will be responsible for quality of items used in fabrication as given in the technical specifications.

14. **Pre-Dispatch Inspection.** A representative of buyer may at his discretion carry out Pre-Dispatch Inspection (PDI) of the stores/equipment in order to check their compliance with specifications in accordance with its usual standard procedure.

15. **Raw Materials.** All raw materials used should be new and as per particular specification given in technical specifications. Test certificate for all raw materials will be produced by the seller.

16. The items supplied will be finally accepted on the approval of the Offg Principal, APS Panagarh or by board of officers.

17. In case of failure of supply of items by due date, the Offg Principal, APS Panagarh reserves the right to cancel this work order.

18. Where GST is charged the suppliers will quote his TIN and endorse the following certificate:-

“The charges levied on account of GST for the goods supplied are correct and has been paid in full under the provisions of GST act and rules made there under”. Details of the same will be attached along with the vendor’s bill”.

19. Where excise duty is claimed, the following certificate should be attached to the bill: -

“Certified that the goods on which excise duty has been pre-paid have not been exempted under the excise duty act. The excise duty charged on the basis of what has already been paid. No refund has been obtained in respect of the reimbursement of excise duty made to the seller during three months immediately preceding the date of the claim covered by the relevant bill”.

20. **Bank Guarantee (BG).** The firm shall submit a BG (of PSU Banks only) of 10% of the total amount of the work order in favor of consignee valid for a period of 26 months (two months after expiry of warranty period) from the date of completion of 100% supplies. BG will be submitted within 15 days of the date of work order. The firm will forward the original BG to consignee BG will be encashed without any notice to the supplier, if any defect is brought to the notice of the firm and supplier has not rectified the defects within the period of four weeks of the complaint. No payment will be made in absence of a valid BG.

21. The bank guarantee bonds will be sent through the Manager of the banks under registered post to the accepting officer of the contract 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.

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

23. A certificate to the affect that non-disclosure agreement will be rendered by the vendor within seven days on receipt of work order: -

“I hereby solemnly affirm that I will not disseminate the contents of any letter issued to our firm which contains the unit’s 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.”

24. **Warranty.**

24.1 The following Warranty will form part of the contract placed on the successful Bidder :-

24.1.1 Vendors will provide free on-site comprehensive warranty for a period of 24 months for all the works and equipment/store placed and will be applicable from the date of acceptance. 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.

24.1.2 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.

24.1.3 Warranty 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 letter may undertake the balance of the lifetime requirements.

24.1.4 Warranty 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.

24.2 The following warranty will form part of the contract placed on successful bidder: -

24.2.1 The Seller warrants that the goods supplied under the Work Order conform to technical specifications prescribed and shall perform according to the said technical specifications.

24.2.2 The Seller warrants for a period of 24 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 Work Order and each component used in the manufacture thereof shall be free from all types of defects/failures.

24.2.3 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 30 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.

24.2.4 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 10 % of the warranty period (where applicable).

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

24.2.6 If 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 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.

## 25. **Risk & Expense Clause.**

25.1 Should the stores or any installment thereof not be delivered within the time specified in the work order or if defective delivery is made in respect of the stores or

any installment 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 contract, to declare the contract as cancelled either wholly or to the extent of such default.

25.2 Should the stores or any installment thereof not perform in accordance with the Specifications / parameters provided by the SELLER during the check proof tests to be one 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.

25.3 In case of a material breach that was not remedied within 30 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 things fit other stores of the same or similar description to make good: -

25.3.1 Such default.

25.3.2 In the event of the contract being wholly determined the balance of the stores remaining to be delivered there under.

25.4 Any excess of the purchase price, cost of manufacturer, or value of any stores procured from any other supplier as the case may be, over the contract price appropriate to such defaulter balance shall be recoverable from the SELLER.

## 26. **Force Majeure Clause.**

26.1 Neither party shall bear responsibility for the complete or partial nonperformance 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.

26.2 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 the circumstances and their consequences.

26.3 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.

26.4 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.

26.5 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.

27. **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.

28. In case of any dispute, the decision of Accepting Officer, The Offg Principal, APS Panagarh shall be final and binding.

29. **Penalty.** The delivery of stores will be made as per delivery schedule given in work order/ within **45 days**. In case of delay in supply as per delivery schedule, a penalty of 0.5% of the total work order for every week of delay will be levied.

30. 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 Offg Principal, APS Panagarh in granting the extension.

31. **Standard Conditions of Quotation.** The Bidder is required to give confirmation of their acceptance of the Standard Conditions of the Request for Proposal mentioned below which will automatically be considered as part of the Contract concluded with the successful Bidder (i.e. Seller in the Contract) as selected by the Buyer. Failure to do so may result in rejection of the Bid submitted by the Bidder.

31.1 **Law.** The work Order shall be governed by and interpreted in accordance with the laws of the Republic of India.

31.2 **Option Clause.** This Work Order has an Option Clause, wherein the Buyer can exercise an option to procure an additional 50% of the original work Ordered quantity in accordance with the same terms & conditions of the present Work Order. This will be applicable within the currency of Work Order. It will be entirely the discretion of the Buyer to exercise this option or not.

31.3 **Repeat Order Clause.** This Work Order has a Repeat Order Clause, wherein the Buyer can order upto 50% quantity of the items under the present Work Order within six months from the date of successful completion of this Work Order. Cost, terms & conditions remaining the same. It will be entirely the discretion of Buyer to place the Repeat order or not.

31.4 **Tolerance clause.** To take care of any change in the requirement during the period starting from issue of quotation till placement of the Work Order, Buyer reserves the right to increase or decrease the quantity of the required goods without any change in the terms & conditions and prices quoted by the Seller. While awarding the Work Order, the quantity ordered can be increased or decreased by the Buyer within this tolerance limit.

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

32.1 The price charged for the stores supplied under the contract by the Seller shall in no event exceed the lowest prices at which the contractor sells the stores or offer to sell stores of identical description to any persons/Organization including the purchaser or any department of the Central government or any Department of state government or any

statutory undertaking the central or state government as the case may be during the period or till the performance of all Work Orders placed during the currency of the rate contract is completed.

32.2 If at any time, during the said period the Seller reduces the sale price, sells or offer to sell such stores to any person/organization including the Buyer or any Dept, of central Govt. or any Department of the State Government or any Statutory undertaking of the Central or state Government as the case may be at a price lower than the price chargeable under the contract, he shall forthwith notify such reduction or sale or offer of sale to the purchase/ Contracting authority and the price payable under the contract for the stores of such reduction of sale or offer of the sale shall stand correspondingly reduced. The above stipulation will, however, not apply to: -

32.2.1 Exports by the Seller.

32.2.2 Sale of goods as original equipment at price lower than the prices charged for normal replacement.

32.2.3 Sale of goods such as drugs which have expiry dates.

32.2.4 Sale of goods at lower price on or after the date of completion of sale/placement of the order of goods by the authority concerned under the existing or previous Rate Contracts as also under any previous contracts entered into with the Central or State Govt. Depts, including their undertakings excluding joint sector companies and/ or private parties and bodies.

32.3 The Seller shall furnish the following certificate to the Paying Authority along with each bill for payment for supplies made against the Rate contract –“We certify that there has been no reduction in sale price of the stores of description identical to the stores supplied to the Government under the contract herein and such stores have not been offered/sold by me/us to any person/organization including the purchaser or any department of Central Government or any Department of a state Government or any Statutory Undertaking of the Central or state Government as the case may be up to the date of bill/the date of completion of supplies against all Work Orders placed during the currency of the Rate Contract at price lower than the price charged to the government under the contract except for quantity of stores/categories.

33. **Delayed Maintenance.** Any fault reported will be attended to without delay and within the time specified below: -

33.1 **Catastrophic failure.** Catastrophic failure will be defined as failure of the system. Any such fault will be rectified within four hours reporting of fault. Failure to do so will incur a penalty of **5 %** of the performance bank guarantee amount per day or part thereof.\

33.2 **Major Faults.** This will be defined as a failure of any subsystem or any cabling involved in the project. It will also include failure of any communication link which is associated with the project, such fault will be attended to within 24 hours of reporting and rectified within 48 hrs. Failure to do so will incur a penalty of **2.5%** of the performance bank guarantee amount per day of delay or part thereof.

33.3 **Minor Faults.** This will be defined as fault of minor nature. Any such fault will be attended to and rectified within seven days. Failure to do so will incur a penalty of **1%** of the performance bank guarantee amount per day of delay or part thereof.

34. **Payment Terms.** The payment will be made as per the following terms, on production of the requisite documents: -

34.1 100% payment will be made only on completion of the entire work and acceptance by the user.

34.2 Payment shall be made after inspection and acceptance of stores has been completed.

34.3 Bills will be subject to audit by associated finance.

34.4 Firms will not be issued form 'D'.

**“PAYMENTS WILL BE MADE ONLY THROUGH ELECTRONIC FUND TRANSFER (RTGS/NEFT/CHEQUE) PAYMENT. PLEASE OPEN BANK ACCOUNTS IN SBI TO AVOID INCONVENIENCE.”**

35. The department reserves the right to recover any outstanding amount/dues from the supplier's fund available with this unit office or any other department, if so informed.

36. **Consignee Details:** -

36.1 The store will be consigned to

36.2 Store will be consigned on freight pre-paid / pay basis.

36.3 Delivery will be at, **as specified in Work Order.**

36.4 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.\

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

38. **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 Work Order may be cancelled at the sole discretion of Accepting officers, either wholly or to the extent of such defaults. If the defect exceeds Bank Guarantee amount and not rectified after one week from the date of encashment of Bank Guarantee, no stores would be accepted and Work Order shall be cancelled.

39. No insurance charge will be paid by the department. Accepting Officer accepts no responsibility and no liability for the stores in transit or for the rejected stores lying inside consignee's premises for whatsoever reason.

40. Board of Officer detailed by HQ 59 Inf Div 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 by the Principal, APS Panagarh at his (Supplier) cost.

41. **Paying Authority.** The bills should be prepared in favor of as per IAFA-68, duly revenue stamp affixed in triplicate and should be forwarded to Principal Army School Panagarh. The payment of bills will be made on submission of the following documents by the Seller to the Authority issuing Work Order along with the bill: -

41.1 Ink-signed copy of contingent bill / Seller's bill.

41.2 Ink-signed copy of Commercial invoice / Seller's bill.

41.3 CRVs in duplicate to be co-ordinate with user.

41.4 Opening Board of stores.

41.5 Claim for statutory and other levies to be supported with requisite documents / proof of payment such as Excise duty challan, Customs duty clearance certificate, Octroi receipt, proof of payment for EPF/ESIC contribution with nominal roll of beneficiaries, etc as Applicable.

41.6 Exemption certificate for Excise duty / Customs duty, if applicable.

41.7 Bank guarantee for advance/ Exemption certificate, if any.

41.8 Guarantee / Warranty certificate.

41.9 Performance Bank guarantee / Indemnity bond where/ Exemption certificate applicable.

41.10 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 Work Order/contract).

41.11 Any other document/ certificate that may be provided for in the Work Order/ Contract.

**(Note.** From the above list, the documents that may be required depending upon the Peculiarities of the procurement being undertaken, may be included in RFP).

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

43. Rate list of company and purchase vouchers for any items incorporated will be produced on demand.

44. Tech specification of the item of supply is enclosed. However, bidder will get it verified from any NIT or any Government College and will be responsible for correctness, strength and stability of structural stores. Other design criteria are as given in technical specification. The bidder will enclose approved drawings as part of Technical bids during bidding.

45. **Final Inspection by Formation Board of Officer.** On completion of work, final inspection shall be done by the Principal, APS Panagarh or formation board of officers as per instructions on the subject board. Paying officer/ formation Board of Officer has right to order

independent testing of material if so desired, expenditure of which shall be borne by the vendor. Testing shall be done at Govt approved labs/ IITs/ NIITs/ Govt Engineering Colleges where such facility exists.

46. 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.

## **PART V**

### **TECHNICAL EVALUATION CRITERIA & PRICE BID ISSUES**

1. **Technical Evaluation Criteria.** The broad guidelines for evaluation of Bids will be as follows: -

1.1 Only those Bids will be evaluated which are found to be fulfilling all the eligibility and qualifying requirements of the RFP.

1.2 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 this RFP. The price bids of only those bidders will be opened whose Technical Bids would clear the technical evaluation.

1.3 The lowest bid will be decided upon the lowest rate quoted by the bidder without considering the taxes and duties levied by central/state/local government such as GST etc.

1.4 The bidders are required to spell out the rates of GST etc. in unambiguous terms, otherwise their offers will be loaded with the maximum rates of Duty / VAT 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. If a bidder is exempted from payment of Custom duty/Excise Duty/VAT duty upto 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 GST, it should be brought out clearly. Stipulations like excise duty was presently not applicable but the same will be charged if it becomes livable 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 VAT also.

1.5 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.

1.6 The Lowest Acceptable Bid will be considered further for placement of contract / Work 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. The Buyer also reserves the right to do Allotment of Quantity, if it is convinced that Lowest Bidder is not in a position to supply full quantity in stipulated time.

1.7 Any other criteria as applicable to suit a particular case.

1.8 The cost of AMC with spares quoted by each bidder will form part of respective bid and the total cost to the buyer inclusive of AMC with spares would be the deciding factor for ranking of bids.

2. **Bidder to submit and upload following documents as part of TEC** : -

2.1 Copy of PAN Card, GSTIN No and sample crossed invoice of his firm as per VAT-51 on which the firms bill will be submitted in event of becoming L1 bidder and execution of said Work Order.

2.2 Copy of Enlistment / Registration for Works / General order supplier/Fabricator (as per the nature of stores) in Defence.

2.3 **Past Experience**: -

2.3.1 Bidders should have executed job of similar nature in last 3 years and certificate to this effect must be submitted.

2.3.2 The annual turnover of the firm should be minimum 60% of the quoted amount, supported with income tax return and duly audited balance sheet by authorized auditor for each of the previous two financial years.

2.4 **Earnest Money Deposit**: -

2.4.1 Upload and submit EMD of 3% of contract amount including all taxes & duties in form of BGB/FDR (from nationalized bank only) for the said job and must be submitted to the school in sealed envelope along with other requisite documents for technical bid.

2.4.2 A certificate for the same has to be submitted as per format attached at Annexure II.

2.4.3 Exemption of EMD/EPBG is not allowed except for bidders who are registered with central purchase organization (e.g. Micro and Small Enterprises (MSEs) as defined in MSE procurement policy issued by department of micro, small and medium enterprises (MSME) (GFR 2017 Rule 170) or any department of mod. Certificate for the same should be enclosed.

2.4.4 EMD is to remain valid for a period of 90 (Ninety) days beyond the final bid validity period.

2.4.5 EMD of the unsuccessful bidders will be returned to them after 30<sup>th</sup> day after opening of commercial bids. the bid security of all bidders would be returned, without any interest whatsoever.

2.4.6 The EMD will be forfeited if the bidder withdraws or amends or impairs or derogates from the tender in any respect within the validity period of their tender.

2.4.7 EMD will be treated null and void if the amt of EMD is less than 3% of the contract amount incl all taxes and duties as applicable. This will further lead to disqualification of bidder in the technical bidding.

2.5 Bids should be forwarded by bidders under their original memo/letter pad inter alia furnishing details like EPF/ESI number, VAT/GST number, CIN number, MSME & ISO 9001:2015. bank address with NEFT account if applicable, etc. and complete postal & e-mail address of their office.

2.6 The OEM should have manufacturing license. Copy of manufacturing license to be attached with technical bid. bidders should be OEM authorized vendors/ specialized govt agencies like DRDO etc/PSU like NBCC, NPCC etc. Defence PSUS dealing with subject works/items.

2.7 Drawings & specification of the items of supply are enclosed. However, bidder will get the drawings verified from any IIT, NIT, Government College or authorized engineer for correctness, strength and stability of structure. If bidder does not submit approved drawings, then this will lead to disqualification of bidder in the Technical Evaluation.

2.8 RFP duly stamped & signed by Vendor on each page.

3. **Financial Bid Format.** The Price Bid Format is given below and Bidders are required to fill this up correctly with full details:

| <b><u>S No</u></b> | <b><u>Description</u></b> | <b><u>A/U</u></b> | <b><u>Qty</u></b> | <b><u>Unit Price</u></b> | <b><u>Unit Total</u></b> |
|--------------------|---------------------------|-------------------|-------------------|--------------------------|--------------------------|
|                    |                           |                   |                   |                          |                          |
|                    |                           |                   |                   |                          |                          |

3.1 Accessories.

3.2 Installation / Commissioning charges.

3.3 Training.

3.4 Technical literature.

3.5 Tools.

3.9 Is Excise Duty extra. If yes, mention the following:-

3.9.1 Total value of items on which Excise Duty is leviable.

3.9.2 Rate of Excise duty (Item wise if different ED is applicable).

3.9.3 Surcharge on Excise duty, if applicable.

3.9.4 Total value of Excise duty payable.

3.10 Is Excise Duty Exemption (EDE) required? If yes, then mention and enclose the following.

3.10.1 Excise notification number under which EDE can be given.

3.11 Is VAT extra? If yes, then mention the following:

3.11.1 Total value on which VAT is livable.

3.11.2 Rate of VAT.

3.11.3 Total value of VAT livable.



- 3.12 Is Service Tax extra? If yes, then mention the following:
  - 3.12.1 Total value of Service on which Service Tax is leviable.
  - 3.12.2 Rate of Service Tax leviable.
  - 3.12.3 Total value of Service Tax leviable.
- 3.13 Is custom Duty Exemption required? If yes, then mention the following:
  - 3.13.1 Custom Notification Number under which CDE can be given (encl copy).
  - 3.13.2 CIF value of stores to be imported.
  - 3.13.3 Rate of custom duty payable.
  - 3.13.4 Total amount of custom duty payable.
- 3.14 Any other Taxes / Duties / Overheads / Other Costs.
- 3.15 Grand Total.

## **PART VI - IMPORTANT POINTS FOR BIDDERS**

### **IMPORTANT POINTS FOR BIDDERS**

THE TENDER DOCUMENTS SHALL BE SUBMITTED AND UPLOADED IN TWO COVERS: -

#### **COVER 1**

1. BIDDER TO SUBMIT AND UPLOAD FOLLOWING DOCUMENTS: -

(a) COPY OF PAN CARD, GSTIN NO AND SAMPLE CROSSED INVOICE OF HIS FIRM AS PER VAT-51 ON WHICH THE FIRMS BILL WILL BE SUBMITTED IN EVENT OF BECOMING L1 BIDDER AND EXECUTION OF SAID WORK ORDER.

(b) COPY OF ENLISTMENT/REGISTRATION FOR WORKS / GENERAL ORDER SUPPLIER / FABRICATOR (AS PER THE NATURE OF STORES) IN DEFENCE.

(c) **PAST EXPERIENCE: -**

(i) BIDDERS SHOULD HAVE EXECUTED JOB OF SIMILAR NATURE IN LAST 3 YEARS AND CERT TO THIS EFFECT MUST BE SUBMITTED.

(ii) THE ANNUAL TURNOVER OF THE FIRM SHOULD BE MINIMUM 60% OF THE QUOTED AMOUNT, SUPPORTED WITH INCOME TAX RETURN AND DULY AUDITED BALANCE SHEET BY AUTH AUDITOR FOR EACH OF THE PREVIOUS TWO FINANCIAL YEARS.

(d) **EARNEST MONEY DEPOSIT: -**

(i) UPLOAD AND SUBMIT EMD OF 3% OF CONTRACT AMOUNT INCLUDING ALL TAXES & DUTIES IN FORM OF BGB/FDR (FROM NATIONALISED BANK ONLY) FOR THE SAID JOB AND MUST BE SUBMITTED TO THE SCHOOL IN SEALED ENVELOPE ALONGWITH OTHER REQUISITE DOCUMENTS FOR TECHNICAL BID.

(ii) A CERTIFICATE FOR THE SAME HAS TO BE SUBMITTED AS PER FORMAT ATT AT ANNEXURE II.

(iii) EXEMPTION OF EMD/EPBG IS NOT ALLOWED EXCEPT FOR BIDDERS WHO ARE REGISTERED WITH CENTRAL PURCHASE ORGANISATION (e.g. MICRO AND SMALL ENTERPRISES (MSEs) AS DEFINED IN MSE PROCUREMENT POLICY ISSUED BY DEPT OF MICRO, SMALL AND MEDIUM ENTERPRISES (MSME) (GFR 2017 RULE 170) OR ANY DEPARTMENT OF MOD. CERTIFICATE FOR THE SAME SHOULD BE ENCLOSED.

(iv) EMD IS TO REMAIN VALID FOR A PERIOD OF 90 (NINETY) DAYS BEYOND THE FINAL BID VALIDITY PERIOD.

(v) EMD OF THE UNSUCCESSFUL BIDDERS WILL BE RETURNED TO THEM AFTER 30<sup>TH</sup> DAY AFTER OPENING OF COMMERCIAL BIDS. THE BID SECURITY OF ALL BIDDERS WOULD BE RETURNED, WITHOUT ANY INTEREST WHATSOEVER.

(vi) THE EMD WILL BE FORFEITED IF THE BIDDER WITHDRAWS OR AMENDS OR IMPAIRS OR DEROGATES FROM THE TENDER IN ANY RESPECT WITHIN THE VALIDITY PERIOD OF THEIR TENDER.

(vii) EMD WILL BE TREATED NULL AND VOID IF THE AMT OF EMD IS LESS THAN 3% OF THE CONTRACT AMOUNT INCL ALL TAXES AND DUTIES AS APPLICABLE. THIS WILL FURTHER LEAD TO DISQUALIFICATION OF BIDDER IN THE TECHNICAL BIDDING.

& (e) BIDS SHOULD BE FORWARDED BY BIDDERS UNDER THEIR ORIGINAL MEMO/LETTER PAD INTER ALIA FURNISHING DETAILS LIKE EPF/ESI NUMBER, VAT/GST NUMBER, CIN NUMBER, MSME ISO 9001:2015. BANK ADDRESS WITH NEFT ACCOUNT IF APPLICABLE, ETC. AND COMPLETE POSTAL & E-MAIL ADDRESS OF THEIR OFFICE.

(f) THE OEM SHOULD HAVE MANUFACTURING LICENSE. COPY OF MANUFACTURING LICENSE TO BE ATTACHED WITH TECHNICAL BID. BIDDERS SHOULD BE OEM AUTHORIZED VENDORS/ SPECIALIZED GOVT AGENCIES LIKE DRDO ETC/PSU LIKE NBCC, NPCC ETC./ DEFENCE PSUS DEALING WITH SUBJECT WORKS/ITEMS.

(g) DRAWINGS & SPECIFICATION OF THE ITEMS OF SUPPLY ARE ENCLOSED. HOWEVER, BIDDER WILL GET THE DRAWINGS VERIFIED FROM ANY IIT, NIT, GOVERNMENT COLLEGE OR AUTHORISED ENGINEER FOR CORRECTNESS, STRENGTH AND STABILITY OF STRUCTURE. IF BIDDER DOES NOT SUBMIT APPROVED DRAWINGS, THEN THIS WILL LEAD TO DISQUALIFICATION OF BIDDER IN THE TECHNICAL BIDDING.

(h) RFP DULY STAMPED & SIGNED BY VENDOR ON EACH PAGE.

2. THE TECHNICAL BIDS (COVER 1) WILL BE OPENED ON 30 OCT 2025 AT 1800HRS, AT PRINCIPAL OFFICE, APS PANGARH LOCATION FOLLOWED BY OPENING OF FINANCIAL BIDS BY THE AUTHORISED OFFICER. IN THEIR INTEREST THE TENDER, BIDDERS ARE ADVISED TO BE PRESENT ALONGWITH ORIGINAL DOCUMENTS AT THE TIME OF OPENING OF TENDERS.

#### **COVER 2**

3. SHALL CONTAIN FINANCIAL BIDS AS PER BOQ WHERE CONTRACTOR HAS QUOTED HIS OFFER FOR EACH ITEM.

**POST ACCEPTANCE OF TENDER**

**4. SECURITY DEPOSIT (BG/FDR).**

(a) THE SUPPLIER TO SUBMIT SECURITY DEPOSIT OF 10% OF TOTAL AMT OF THE WORK ORDER IN FORM OF VALID BANK GUARANTEE/ FDR WITHIN TEN DAYS OF ACCEPTANCE OF TENDER OR ELSE ACCEPTING OFFICER RESERVES THE RIGHT TO CANCEL THE WORK ORDER WITHOUT ANY FURTHER NOTICE AND SUITABLE REPORT WILL BE GENERATED AGAINST SUCH DEFAULTING BIDDER TO PREVENT HIM/HER FROM PARTICIPATION IN BIDDING WITH INDIAN ARMY.

(b) BG/FDR WILL BE ENCASHED WITHOUT ANY NOTICE TO THE SUPPLIER, IF ANY DEFECT IS BROUGHT TO THE NOTICE OF THE FIRM AND SUPPLIER HAS NOT RECTIFIED THE DEFECTS WITHIN THE PERIOD OF TWO WEEKS OF COMPLAINT.

**5. COMPLETION OF WORK.**

(a) THE STORES WILL BE DELIVERED AT DESIGNATED LOCATION AS MENTIONED IN THIS RFP OR ANY SUCH LOCATION WITHIN 50 KM CONSIGNEE'S END.

(b) IN CASE SUPPLY/EXECUTION OF WORK IS NOT COMPLETED WITHIN STIPULATED PERIOD OF 90 (NINETY) DAYS, THE WORK ORDERS MAY BE CANCELLED WITHOUT ANY LIABILITY WHAT SO EVER TOWARDS THE DEPARTMENT.

(c) ACCEPTING OFFICER RESERVES, THE RIGHT NOT TO ACCEPT THE SUPPLIES AFTER THE STIPULATED DELIVERY PERIOD AND CANCEL THE WORK ORDER FOR THE BALANCE QUANTITY.

(d) TO TAKE CARE OF ANY CHANGE IN THE REQUIREMENT DURING THE PERIOD STARTING FROM ISSUE OF QUOTATION TILL PLACEMENT OF THE WORK ORDER, BUYER RESERVES THE RIGHT TO INCREASE OR DECREASE THE QUANTITY OF THE REQUIRED GOODS WITHOUT ANY CHANGE IN THE TERMS & CONDITIONS AND PRICES QUOTED BY THE SELLER.

(e) THE REJECTED STORES/ ITEMS WILL BE DISPOSED OFF BY THE SUPPLIER AT HIS OWN RISK AND COST FROM THE SITE WHERE THESE ARE REJECTED.

**6. QUALITY ASSURANCE AND QUALITY CONTROL.**

(a) AFTER THE WORK ORDER IS FINALIZED, THE SUPPLIER WOULD BE REQUIRED TO PROVIDE THE STANDARD ACCEPTANCE TEST PROCEDURE (ATP). SELLER WOULD BE REQUIRED TO PROVIDE ALL TEST FACILITIES AT HIS PREMISES FOR ACCEPTANCE AND INSPECTION BY BUYER.

(b) ACCEPTING OFFICER RESERVES, THE RIGHT TO GET ANY PART TESTED FOR QUALITY IF HE FEELS SO, FROM ANY OTHER CERTIFIED INSTITUTE. COST OF SUCH TESTING WILL BE BORNE BY THE SUPPLIER.

**7. THE BIDDER WILL BE DISQUALIFIED IN THE TECHNICAL BID, IF FOLLOWING ORIGINAL CERTIFICATES (IN ADDITION TO RFP PART I TO V AS APPLICABLE) ARE NOT SUBMITTED TO THIS UNIT BY THE FIRMS AS PART OF TECHNICAL BID: -**

(a) ENLISTMENT/REGISTRATION CERTIFICATE AS PER FORMAT ATT ANNEXURE I.

(b) EARNEST MONEY DEPOSIT (EMD) CERTIFICATE AS PER FORMAT ATT ANNEXURE II.

(c) SECURITY DEPOSIT (BG/FDR) CERTIFICATE AS PER FORMAT ATT ANNEXURE III.

(d) STORE DELIVERY CERTIFICATE AS PER FORMAT ATT ANNEXURE IV.

(e) QUALITY ASSURANCE CERTIFICATE AS PER FORMAT ATT ANNEXURE V.

**ANNEXURE I**

(Ref para 7(a) of Part VI)

**ENLISTMENT/REGISTRATION CERTIFICATE**

1. It is hereby certified that this firm is registered. The registration/enlistment letter is hereby attached.
2. In case of any discrepancy in this regard, the firm is liable to be black listed.
3. I understand and agree that no compensation 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 bind myself any heirs, my executors and administrators to indemnity you and officer or other rank or employee of Indian Army, any of them arising out of any act or default on the part of this firm.

Company's Stamp/Seal

Date :

 Signature \_\_\_\_\_  
 (Authorized Signature)  
 Name
**ANNEXURE II**

(Ref para 7(b) of Part VI)

**EARNEST MONEY DEPOSIT (EMD) CERTIFICATE**

1. It is hereby certified that this firm has deposited the Earnest Money Deposit (EMD) amount of **Rs** \_\_\_\_\_ 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 officer or other rank or from employee of the Indian Army in respect of the above and further agree so as to bind myself any heirs, my executors and administrators to indemnity you and officer or other rank or employee of Indian Army, any of them arising out of any act or default on the part of this firm.

Company's Stamp/Seal

Date :

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

**ANNEXURE III**

(Ref para 7(c) of Part VI)

**SECURITY DEPOSIT (BG/ FDR) CERTIFICATE**

1. It is hereby certified that this firm will deposit an amount of 5% of the Work Order amt as security deposit in the form of valid bank guarantee/FDR within 10 days of the acceptance of tender.
2. In case of any discrepancy/ failure in this regard, the firm is liable to be black listed.
3. BG/FDR may encashed without any notice to this firm, if any defect intimated to this firm and not been rectified within two weeks.
4. I understand and agree that no compensation 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 bind myself any heirs, my executors and administrators to indemnity you and officer or other rank or employee of Indian Army, any of them arising out of any act or default on the part of this firm.

Company's Stamp/Seal

Signature\_\_\_\_\_

(Authorized Signature)

Name

Date :

**ANNEXURE IV**

(Ref para 7(d) of Part VI)

**WORK COMPLETION CERTIFICATE**

1. This is certified that this firm will complete supply and execution of work within **90 (NINETY)** days after the placement of Work Order.
2. In case of delay, accepting officer reserve the right not to accept this supplies and cancel the Work Order of the balance quantity.
3. This firm will also provide samples of all the stores as per store list within 10 days after the placement of Work Order.
4. I understand and agree that no compensation 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 bind myself any heirs, my executors and administrators to indemnity you and officer or other rank or employee of Indian Army, any of them arising out of any act or default on the part of this firm.

Company's Stamp/Seal

Signature

**ANNEXURE V**

(Ref para 7(e) of Part VI)

**QUALITY ASSURANCE CERTIFICATE**

1. It is hereby certified that this firm will provide samples for quality testing.
2. Accepting officer may get any part tested for quality from any certified institute, the cost of which would be borne by this firm.
3. I understand and agree that no compensation 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 bind myself any heirs, my executors and administrators to indemnify you and officer or other rank or employee of Indian Army, any of them arising out of any act or default on the part of this firm.

Company's Stamp/Seal:

Date:

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