

ARMY PUBLIC SCHOOL, PANAGARH
PO: PANAGARH, DIST: PURBA BARDHAMAN, PIN- 713420
Website: www.apspanagarh.com

Contact No: 0343-2513216

E-mail: aps_panagarh2012@gmail.com

1. Army Public School, Panagarh invites sealed tenders from eligible bidders for **procurement of 44 x Air Conditioners (1.5 Ton Split AC Machine 3 Star) with stabilizers and essential accessories**. 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 said procurement 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).
4. **Location of the Tender Box:** Main gate, Army Public School, Panagarh.
5. **Payments:** No Advance payments will be made. Payment will be made for items after successful acceptance of items by the school management.

Apu Dev
Offg Principal

REQUEST FOR PROPOSAL

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

M/s _____

INVITATION OF BIDS FOR PROC OF 44 X AIR CONDITIONERS (1.5 TON SPLIT AC MACHINE 3 STAR) WITH STABILIZERS AND ESSENTIAL ACCESSORIES FOR ARMY PUBLIC SCHOOL, PANAGARH

Sir,

1. The offline Bids under open tender inquiry are invited from vendors for procurement of 44 x Air Conditioners (1.5 Tons Split AC Machine 3 star) with stabilizers and essential accessories as per Part-II. The tender reference number is **049/APS/02/A dt 21 May 2025**.

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

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

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

- (a) **Part-I.** Contains General information and Instruction for the Bidders about the RFP such as the time, place of submission and opening of tender, validity period of tenders etc.
- (b) **Part-II.** Contains essential details of items for the Air Conditioners, such as the schedule of requirement (SOR).
- (c) **Part-III.** Contains Standard conditions of RFP, which will form part of the Contract with the successful Bidder.
- (d) **Part-IV.** Contains Special conditions applicable to this RFP and which will also form part of the contract with the successful bidder.
- (e) **Part-V.** Contains Evaluation Criteria and Format for Price Bids.

4. **Placement of Order.** The supply order will be placed on successful conclusion of negotiations with 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. (28 May 2025 1800hrs)**. 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 :-
 - (a) **Cover-I.** Cover-I will contain the Technical Bids consisting of following documents: -
 - (i) Tender Conditions Acceptance Certificates (Format as attached to this RFP).
 - (ii) EMD in favour of Principal, APS Panagarh (Earnest Money Deposit).
 - (iii) RFP duly stamped & signed by vendor on each page.
 - (iv) Copy of PAN Card, E-PAN in case Pvt Ltd firm, GSTIN No and sample crossed invoice of firm as per VAT -51 on which the firm's bill will be submitted.
 - (v) Copy of Enlistment/ Registration for works/ General order supplier/ Fabricator for Defense works.
 - (vi) Last 3 years' experience certificate of executed wk 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.
 - (vii) The OEM must possess a valid manufacturing license; Copy of which must be enclosed in the technical bid. Bidders should be preferably OEM authorized vendors or specialized Government agencies
 - (b) **Cover II.** Commercial bid in the form of BoQ (Bill of Quantities) will be submitted as Cover –II as per specimen attached at Annexure-I to RFP.

3. **Time and date for opening of Bids (29 May 2025 1200hrs)**. If due to any exigency, the due date for opening of the Bids is declared a closed holiday, the Bids will be opened on the next working day at the same time or on any other day/time, as intimated by the Buyer.

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.** 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 until **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 days** after the award of the contract. The bid security of the successful bidder would be returned, without any interest what so ever, 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 Supply Order and to incorporate the modifications to the existing outlines to meet the specific requirement of the Buyer Services as per modification/requirements recommended after the Maintenance Evaluation Trials. All technical literature shall be amended as per the modifications by the Seller before supply to the

Buyer. The Seller, in consultation with the Buyer, may carry out technical up gradation in the specifications due to change in price, quality of final good or obsolescence.

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

17. **Inspection Authority.** The items will be subjected to an inspection of the Supply Order and to incorporate the modification as laid down in the supply order by Principal, APS Panagarh. The costs incurred during inspection, if any, will be borne by the Vendor / Supplier.

18. The quality of the items delivered according to the present supply order shall correspond to the specification suggested by the Buyer. Such modifications will be mutually agreed to.

PART – II**ESSENTIAL DETAILS OF ITEMS/ SERVICES REQUIRED**

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

<u>S No</u>	<u>Nomenclature</u>	<u>Specification</u>	<u>A/U</u>	<u>QTY</u>
(a)	Air Conditioners	1.5 ton Split AC Machine,3 Star	Nos	44
(b)	A.C Stabilizers	Working Range 130 to 300v	Nos	44
(c)	A.C Modular Cut Out Board	10 Mtr Length of 2.5mm Cable	Unit	44
(d)	Installation with Wall Bracket	-	Nos	44

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 supply order.
3. **Litigation & Arbitration.** No litigation or arbitration under any circumstance at any stage shall be applicable. The decision of the 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. These may include, but are not limited to :-
 - (a) Termination of the contract.
 - (b) Imposition of penal damages.
 - (c) 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 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, being 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 goods and conduct trials, installation of equipment, training, etc. as specified in this contract, the Buyer might, 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 item/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 items.

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

- (a) The delivery of the items is delayed for causes not attributable to Force Majeure for more than (01 Month) after the scheduled date.
- (b) The delivery of items is delayed due to causes of Force Majeure by more than (01 Month) provided Force Majeure clause is included in contract.
- (c) 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.
- (d) As per decision of the 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 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 the job. The Seller shall be responsible for the completion of the supplies 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.**

(a) **In respect of Indigenous bidders: -**

(i) **General.**

(aa) 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.

(ab) If reimbursement of any 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 entreated after the opening of tenders.

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

(ad) If a Bidder is exempted from payment of any tax upto any value of supplies from them, he should clearly state that no such 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 tax, it should be brought out clearly. Stipulations like, the said tax was presently not applicable but the same will be charged if it becomes liable later on, will not be accepted unless in such cases it is clearly stated by a Bidder that such 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 tax, which is normally applicable on the item in question for comparing their prices with other Bidders.

(ae) Any change in any 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 tax paid by the supplier. Similarly, in case of downward revision in any tax, the actual quantum of reduction of such 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.

(ii) **GST**

(aa) 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.

(ab) 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.

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.** NA

(a) The items 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.

(b) Bidders should be preferably OEM authorized vendors / authorized distributor & dealers-Govt Registered Vendors listed in govt procurement portal such as GeM etc.

(c) **Certification.**

(i) Certification for dealing with the supply of only BIS certified equipment from ISO certified bidders / OEMs wherever Bureau of Indian Standards (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 preferably from OEM/authorized distributor & dealers-Govt Registered Vendors. 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.

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 items will be completed within **15 Days** from the date of issue of supply Order at **APS, Panagarh**

(a) Supply of Items - **APS, Panagarh**

(b) Date of supply will be strictly followed, reserves the right not to accept supplies after the stipulated delivery period and cancel the supply order. No extension will be granted to the firm in the deadlines to supply the items. If any delay is expected in delivery of items, 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 of items.

4. The rates quoted will remain valid for **four** months from the date of opening of quotation.
5. **Completion Period.**
 - (a) Extension of completion period will be at the sole discretion of the Buyer.
 - (b) Please note that Contract can be cancelled unilaterally by the Buyer in case items are not received within the contracted completion period or any other reason deemed fit by the buyer.
6. **Terms of Delivery.**
 - (a) The manufacturer shall be responsible for the safe delivery of the items at the consignee's end and transit damage, if any, shall be promptly attended by him.
 - (b) Free delivery at consignee's place with Installation.
7. **Transportation.** The following Transportation clause will form part of the contract placed on successful Bidder: -
 - (a) The items 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 supply order for the balance quantity. Rate should be quoted for delivery of items. 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 items at destination.
 - (b) Technical specification should be read in conjunction with item list. In case of any variation in specifications, decision of Principal, APS Panagarh will be final and binding on the firm.
 - (c) In case of any dispute related to quotation or supply order, decision of The Principal, APS Panagarh shall be final and binding.
 - (d) The supplier shall stand liable for replacement of items 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: -
 - (a) The Seller shall provide packing and preservation of the items to ensure safety against damage during transportation, subject to proper cargo handling. The Seller shall ensure that the items are packed are made sufficiently strong.
 - (b) Items shall be packed in 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.
 - (i) Nomenclature:

- (ii) Contract annex number:
 - (iii) Annex serial number:
 - (iv) Quantity contracted:
- (c) One copy of the packing list in English shall be inserted in each package, and the full set of the packing lists shall be placed.

9. **Inspection Authority.** The items will be subjected to an inspection to ascertain that they confirm to the specification as laid down in the supply order by the Principal, APS Panagarh or Board of Officer detailed by HQ 59 Inf Div. The costs incurred during inspection, if any will be borne by the Vendor / Supplier.

10. **Specification.** The Seller guarantees to meet the specifications of the Supply Order and to incorporate the modifications to the existing outlines to meet the specific requirement of the Buyer Services as per modification/requirements recommended after the Maintenance Evaluation Trials. All technical literature shall be amended as per the modifications by the Seller before supply to the Buyer. The Seller, in consultation with the Buyer, may carry out technical up gradation in the specifications due to change in price, quality of final good or obsolescence.

11. **Quality.** The quality of the items delivered according to the present Supply Order shall correspond to the technical conditions or specifications enumerated as per QUOTATION and shall also include therein modification to the items suggested by the Buyer. Such modifications will be mutually agreed to. The Seller confirms that the items to be supplied under this Supply Order shall be new.

12. **Quality Control.** Accepting officer is "The Principal, APS Panagarh" and he reserves the right to test quality of items if he feels so.

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

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

15. 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".

16. **Bank Guarantee (BG).** The L1 firm shall submit a BG (of PSU Banks only) of **5%** of the total amount of the supply order in favor of consignee valid for a period of **14 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 supply 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.

17. 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 letterhead. 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.

18. **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 supply order.

19. A certificate to the affect that non-disclosure agreement will be rendered by the vendor within seven days on receipt of supply 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 and strength of the Army habitat location publically or on firm’s website or to any unauthorized person or media etc.”

20. **Warranty.**

(a) The following warranty will form part of the contract placed on successful bidder: -

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

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

21. **Risk & Expense Clause.**

(a) Should the items not be delivered within the time specified in the supply order or if defective delivery is made in respect of the items, 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.

(b) 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, procure from any other source as the things fit other items of the same or similar description to make good:

-

(i) Such default.

(ii) In the event of the contract being wholly determined the balance of the items remaining to be delivered there under.

(c) Any excess of the purchase price or value of any items 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.

22. **Force Majeure Clause.**

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

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

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

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

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

23. **Rejected Items.** The rejected items will be disposed off by the supplier at his own risk and cost at the site where these are rejected.

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

25. **Penalty.** The delivery of items will be made as per delivery schedule given in supply order/ within **30 days**. In case of delay in supply as per delivery schedule, a penalty of **0.5%** of the total supply order for every week of delay will be levied.

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

27. **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.

(a) **Law.** The Supply Order shall be governed by and interpreted in accordance with the laws of the Republic of India.

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

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

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

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

- (a) 100% payment will be made only on completion of the entire work and acceptance by the user.
- (b) Payment shall be made after inspection and acceptance of the items by a board of Officers detailed by HQ 59 Infantry Division.
- (c) Bills will be subject to audit by associated finance.
- (d) Firms will not be issued form 'D'.
- (e) **“PAYMENTS WILL BE MADE ONLY THROUGH ELECTRONIC FUND TRANSFER (RTGS/NEFT/CHEQUE) PAYMENT. PLEASE OPEN BANK ACCOUNTS IN SBI TO AVOID INCONVENIENCE.”**

29. 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.

30. **Consignee Details:** -

- (a) The item will be consigned to
- (b) Item will be consigned on freight pre-paid / pay basis.
- (c) Delivery will be, **as specified in Supply Order.**
- (d) The rate quoted is accepted for delivery of items inside the premises of the consignee, i.e. unloading at the consignee end will be arranged by the Supplier.

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

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

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

34. Board of Officer detailed by HQ 59 Inf Div reserves the right to inspect the items to a second inspection by any authority nominated by him or to inspect the items 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 items have been accepted, passed and paid for. The supplier shall replace such items with the items of correct specifications within a period of one month on receipt of due notice by the Principal, APS Panagarh at his (Supplier) cost.

35. **Paying Authority**. The bills of the complete items 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 supply order along with the bill: -

- (a) Ink-signed copy of contingent bill / Seller's bill.
- (b) Ink-signed copy of Commercial invoice / Seller's bill.
- (c) CRVs in duplicate to be co-ordinate with user.
- (d) Opening Board of items.
- (e) Claim for statutory and other levies to be supported with requisite documents / proof of payment such as challan, Clearance certificate, proof of payment for EPF/ESIC contribution with nominal roll of beneficiaries, etc as applicable.
- (f) Bank guarantee for advance/ Exemption certificate, if any.
- (g) Guarantee / Warranty certificate.
- (j) Performance Bank guarantee / Indemnity bond where/ Exemption certificate applicable.
- (k) Details for electronic payment viz Account holder's name, Bank name, Branch Name and address, Account type, Account number, IFSC code, MICR code (if these details are not incorporated in supply order/contract).
- (l) Any other document/ certificate that may be provided for in the Supply 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).

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

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

38. **Final Inspection by Formation Board of Officer**. On receipt of items, 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 items if so desired.

39. 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: -

- (a) Only those Bids will be evaluated which are found to be fulfilling all the eligibility and qualifying requirements of the RFP.
- (b) In respect of Two-Bid System, the technical Bids forwarded by the bidder will be evaluated by the buyer with reference to the technical characteristics as mentioned in the RFP. The compliance of Technical Bids would be determined on the basis of the parameters specified in this RFP. The price bids of only those bidders will be opened whose Technical Bids would clear the technical evaluation.
- (c) The lowest bid will be decided upon the lowest rate quoted by the bidder without considering the taxes and duties levied by central/state/local government such as GST etc.
- (d) 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.
- (e) If there is a discrepancy between the unit price and the total price that is obtained by multiplying the unit price and quantity, the unit price will prevail and the total price will be corrected. If there is a discrepancy between words and figures, the amount in words will prevail for calculation of price.
- (f) The Lowest Acceptable Bid will be considered further for placement of contract / Supply Order after complete clarification and price negotiations as decided by the Buyer. The Buyer will have the right to award contracts to different Bidders for being lowest in particular items. 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.
- (g) Any other criteria as applicable to suit a particular case.

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

- (a) Copy of PAN Card, GSTIN No , E-PAN in case of Pvt firm 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 supply order.
- (b) Copy of Enlistment / Registration for Works / General order supplier / Fabricator (as per the nature of items) in Defense.
- (c) **Past Experience:** -
- (i) Bidders should have executed job of similar nature in last 3 years and certificate 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 authorized 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 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.
- (ii) A certificate for the same has to be submitted as per format attached at Annexure II.
- (iii) **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.**
- (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 30th 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) RFP duly stamped & signed by Vendor on each page.

(g) The OEM should have manufacturing license. Copy of manufacturing license to be attached with technical bid. Bidders should be OEM authorized vendors/ authorized distributor & dealers-Govt Registered Vendors listed in govt procurement portal such as GeM etc dealing with subject works/items.

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

<u>S No</u>	<u>Description</u>	<u>Specification</u>	<u>A/U</u>	<u>Qty</u>	<u>Rate In (Rs)</u>	<u>Amt (Incl GST in Rs)</u>

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, E-PAN IN CASE OF PVT FIRM 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 SUPPLY ORDER.
- (b) COPY OF ENLISTMENT/REGISTRATION FOR WORKS / GENERAL ORDER SUPPLIER / FABRICATOR (AS PER THE NATURE OF ITEMS) 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 30TH 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 ON 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) RFP DULY STAMPED & SIGNED BY VENDOR ON EACH PAGE.
- (g) THE OEM SHOULD HAVE MANUFACTURING LICENSE. COPY OF MANUFACTURING LICENSE TO BE ATTACHED WITH TECHNICAL BID. BIDDERS SHOULD BE OEM AUTHORIZED VENDORS/ AUTHORIZED DISTRIBUTOR & DEALERS-GOVT REGISTERED VENDORS LISTED IN GOVT PROCUREMENT PORTAL SUCH AS GEM ETC DEALING WITH SUBJECT WORKS/ITEMS.

2. THE TECHNICAL BIDS (COVER 1) WILL BE OPENED ON 28 MAY 2025 (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 5% OF TOTAL AMT OF THE SUPPLY 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 SUPPLY 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 ITEEMS 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 OF ITEMS IS NOT COMPLETED WITHIN STIPULATED PERIOD OF 30 (THIRTY) DAYS, THE SUPPLY 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 SUPPLY 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 SUPPLY ORDER, BUYER RESERVES THE RIGHT TO INCREASE OR DECREASE THE QUANTITY OF THE REQUIRED ITEMS WITHOUT ANY CHANGE IN THE TERMS & CONDITIONS AND PRICES QUOTED BY THE SELLER.

(e) THE REJECTED 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 SUPPLY 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 ITEMS 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) ITEMS 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 with HQ 17 Corps. 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 supply 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

Date :

Signature _____
(Authorized Signature)
Name**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 **15 (FIFTEEN)** days after the placement of Supply Order.
2. In case of delay, accepting officer reserve the right not to accept this supplies and cancel the supply order of the balance quantity.
3. This firm will also provide samples of all the items as per item list within 10 days after the placement of Supply 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

Date :

Signature _____
(Authorized Signature)
Name

ANNEXURE V
(Ref para 7(e) of Part VI)

QUALITY ASSURANCE CERTIFICATE

1. It is hereby certified that this firm will be 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 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