

**NOTICE INVITING TENDER (NIT)**

**TENDER FOR THE SUPPLY OF 75" SMART INTERACTIVE FLAT PANELS INCL  
INSTALLATION AT APS, JANGLOT**

1. Army Public School Janglot invites sealed tenders for supply of the 08 x Smart Interactive Flat Panels for the classrooms of APS, Janglot Kathua (J&K). You are requested to quote your best offer along with the complete details of specifications, terms & conditions.
2. The tender should be submitted in two parts i.e., Technical Bid and Financial Bid. Both sealed envelopes should be kept in a main/bigger envelope super-scribed as "**Tender for Supply of 75" Smart Interactive Flat Panels incl installation**" and addressed to "**Principal Army Public School Janglot Kathua (J&K)**".


3. The following details as under:-

(a)	Description and specification of goods & quantity	08 x Smart Interactive Flat Panels (Size-75", Andriod14/8BG/128GB NVME). 08 x OPS I5 GEN 8 GB RAM/256 GB SSD (lifetime window license) with UPS
(b)	Period and terms of delivery	Smart Interactive Flat Panels to be delivered by the bidder at the office of Principal APS Janglot with all cast borne by the bidder within 75 days after issuing the supply order.
(c)	Cost of the tender/bidding documents	Demand Draft of Rs 100/- in favour of Army Public School Janglot payable at Kathua
(d)	Place and timing of sale of tender documents	Place : Army Public School Janglot Time : 1100hrs
(e)	Address of the website from where the tender document could be downloaded	<a href="http://www.apsjanglot.org">www.apsjanglot.org</a> .
(f)	Place and deadlines of receipt of tender	Place : APS Janglot, Kathua Deadlines of receipt of tender : 21 days from the date of advt. (i.e 11 Dec 2024).
(g)	Place, time and date for opening of tender	Place : Army Public School Janglot Date for opening of tender: 22 days from the date of advt. (i.e 12 Dec 2024). Time: 1100hrs by the BOO.
(h)	Amount and form of Bid security / Earnest Money Deposit	EMD @ 2-5% of the estimated cost of tender
(j)	Newspaper for advt.	Two leading newspapers i.e National & local daily in English (The Times of India) & Hindi (Dainik Jagran) edition.
(k)	Any other important information	will be intimated time to time

4. The detailed bid documents required before the supply of 75" Smart Interactive Flat Panels may be downloaded separately from the school website. Specification of the same is also uploaded on the school website i.e. [www.apsjanglot.org](http://www.apsjanglot.org).

5. Contact Tele No: 01922-237238



  
 Dr Vishakha Sharma  
 Principal  
 APS Janglot



**DRAFT REQUEST FOR PROPOSAL**

01922- 237538 (Civ Tele No)  
2774 (Mil Tele No)  
[apsjanglot@awesindia.edu.in](mailto:apsjanglot@awesindia.edu.in)

Army Public School Janglot  
PO : Kathua  
Teh & Distt : Kathua (J&K)  
PIN : 184104

5000/11/Acct/APSJ

Nov 2024

**REQUEST FOR PROPOSAL FOR PROCUREMENT OF 75" SMART INTRACTIVE FLAT PANELS FOR CLASSROOMS OF ARMY PUBLIC JANGLOT**

1. The ink signed copy of Bids under advertisement Tender Enquiry are invited by the Principal APS, Janglot and behalf of the President of India for supply of items listed in Part II of this TE. Bidders are advised to download the Tender documents from school website [www.apsjanglot.org](http://www.apsjanglot.org).

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

(a)	Bids/queries to be addressed to	:	Army Public School Janglote Kathua
(b)	Postal address for sending the Bids	:	Army Public School Janglot, Kathua, PIN - 184104
(c)	Name/designation of the contact personnel	:	Dr Vishakha Sharma, Principal APS Janglot
(d)	Telephone numbers of the contact personnel	:	01922-237538
(e)	e-mail ids of contact personnel	:	apsjanglot@awesindia.edu.in
(f)	Fax number	:	Not available
(g)	School website	:	<a href="http://www.apsjanglot.org">www.apsjanglot.org</a> .

3. This TE is divided into five parts as follows:-

- Part I.** Contains general information and instructions for the bidders about the TE.
- Part II.** Contains essential details of the items / services required, such as the schedule of requirements (SOR), Technical specifications, delivery period, mode of delivery and consignee details.
- Part III.** Contains standard conditions of TE, which will form part of the contract with the successful bidder.
- Part IV.** Contains special conditions applicable to this TE and which will also form part of the contract with the successful bidder.
- Part V.** Contains evaluation criteria and format for price bids.

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

5. **Acknowledgement.** Please acknowledge receipt of this letter as per Performa given at **Appendix 'T'** attached and send it in self-addressed envelope enclosed for this purpose.



Principal  
Army Public School  
Yours faithfully



**PART I : GENERAL INFORMATION**

1. **Critical Dates.** The critical details with respect to the tender enquiry (TE) No 5000/11/Acct/ APSJ dt Nov 2024 as follows :-

**CRITICAL DATE SHEET**

S No	Item	Date	Time
(a)	Published date (*)	'P' date	1800 hrs
(b)	Bid document download	'P' date	1800 hrs
(c)	Clarification start date	'P' date	1800 hrs
(d)	Pre bid meeting	-	-
(e)	Bid submission start date	'P' date	1800 hrs
(f)	Clarification end date	'P'+10 days	1400 hrs
(g)	Bid submission end date	'P'+20 days	1000 hrs
(h)	Bid opening start	'P'+21 days	1100 hrs

\* 'P' Date - Publishing Date

2. **Manner of Depositing the Bids.** The bids will be submitted in the following manner:-

(a) **Cover-I.** Will contain the tech bids consisting of following documents and will be submitted physically in the tender box in a sealed envelopes held in the Adm Office, APS Janglot.

(i) **Proof of Valid Registration / Renewal of Registration.** In case the firm has not supplied this item in the past / not supplied during the last three years, they will have to get the narrative assessment / capacity verification done by CQA (M). The documents required as per JSG guidelines alongwith Form-DPM5 will be submitted by the firm to CQA (M).

(ii) PAN No, GSTIN/CST/VAT/TIN/Regn. (Enclosed).

(iii) Bank certificate of credit worthiness (Enclosed).

(iv) **Tender Conditions Acceptance Certificate.** The bidder shall certify for acceptance of all the tender conditions of the TE and furnish a certificate as per **Appendix 'A'**. The certificate duly signed shall be enclosed. In case of any deviations, the bid shall be rejected, if the certificate is signed by legally authorized, signatory a copy of the authorization letter be enclosed.

(b) **Cover -II.** Commercial bid packet will be submitted as Cover-II and will consist of following and will be submitted physically or registered post on the school address:-

(i) Commercial bid in the form of "BOQ" (Bill of Quantities) att as **Appendix 'B'**.

(ii) Copy of "Additional Charger / Discounts" containing details of items with Financial Implications on the bid. The format of the same is att as **Appendix 'C'**.

3. **Opening of Two-Bid System.**

(a) The technical bids shall be opened as per critical date sheet mentioned in the tender documents. The evaluation of technical bid will be carried out off-line mode and the result of the evaluation will be uploaded on school website [www.apsjanglot.org](http://www.apsjanglot.org).



(b) The commercial bids of only those bidders whose tech bids meet all the stipulated (technical) requirements shall be opened. The date of opening will be intimated to the bidders through school website [www.apsjanglot.org](http://www.apsjanglot.org).

4. **Forwarding of Bids.**

(a) The **TECHNICAL BID** specified at Para 2 (a) and **COMMERCIAL BID** specified at Para 2 (b) will be submitted ink signed copy physically in a sealed envelopes in the tender box held in the Adm Office, APS Janglot or through registered post. Bids forwarded / received through e-mail shall not be considered. Tender dropped in the wrong tender box will not be accepted.

(b) The TECHNICAL BID and COMMERCIAL BID should be submitted by the bidder duly signed by the legal owner of the firm or the person auth by him to do so. Instructions for offline bid submission to the bidders to drop the bids physically in the Tender Box kept in Adm Office of APS Janglot or through registered post, as per instructions in **Appendix 'D'**.

5. **Clarification Regarding Contents of the TE.** A prospective bidders who requires clarification regarding the contents of the bidding documents shall notify to the buyer in writing about the clarifications sought not later than 10 (Ten) days prior to the date of opening of the bids. Copies of the query and clarification by the purchaser will be send to all prospective bidders who have received the bidding documents. May be sent request letter alongwith hard copy by speed post or registered post to Army Public School Janglot, Tehsil & District Kathua (UT- J&K) Pin -184101.

6. **Modification and Withdrawal of Bids.**

(a) No bid shall be modified after the deadline for submission of bids.

(b) If bidder desires to withdraw before bid submission closing date / time, he may do so by giving a request letter to the buyer physically or registered post.

(c) No bid may be withdrawn in the interval between the deadline for submission of bids and expiry of the period of the specified bid validity.

7. **Clarification Regarding Contents of the Bids.** The detailed instructions for bidders are att **Appendix 'D'**. 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. No post-bid clarification on the initiative of the bidder will be entertained.

8. **Rejection of Bids.** Canvassing by the bidder in any form, unsolicited letter and post-tender correction may invoke summary rejection. Conditional tenders will be rejected.

9. **Unwillingness to Quote.** Bidders unwilling to quote should ensure that intimation of this effect reaches before the due date and time of opening of the bid, failing which the defaulting bidder may be de-listed for the given range of items as mentioned in the TE.

10. **Validity of Bids.** The bids should remain valid till 120 days form the last date of submission of the bids.

11. **Cost of Tender.** Crossed Demand Draft of Rs 100/- (Rupees One hundred only) in favour Army Public School, Janglot payable at Kathua will be deposited as tender fee (non-refundable). DD should be valid for minimum six months period, tender fee is NOT exempted for any firm. The Demand Draft will be deposited along with bids.



12. **Earnest Money Deposit (EMD).** The Earnest Money Deposit (EMD) should be in Octarate envelope. Bidders are required to submit EMD @ 2-5% of the estimated cost of tender alongwith their bids. The EMD will be submitted in the form of an Account payee demand draft. Fixed deposit receipt and banker's cheque from of the public sector banks or a private sector bank authorised to conduct government business (ICIC Bank Ltd or HDFC Bank Ltd) as per form DPM-13 (available in MoD website and can be provided on request att as **Appendix E**) . EMD is to remain valid for a period of 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 Performance security from them as called for in the contract. EMD is not required to be submitted by those bidders who are registered for the same item/ range of products / goods or services with the central purchase organization like DGS&d, National Small Industries Corporation (NSIC) or any Department of MoD or MoD itself. The term "department of MoD or MoD itself would mean either the Ministry of Defence itself of Departments functioning under MoD i.e.dept of Defence, Dept of Defecne Product, dept of Ex Servicemen Welfare, Dept of Defence Research & Development and Defence Finance only. Firma Registered / empanelled at various Defence establishments a Unit level and at Service Headquarters level cannot be considered for the purpose of exemption from submitting EMD. 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. "In case of non-receipt of EMD bids are liable to be rejected at TEC stage".





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

1. **Schedule of Requirements are as under.** List of items/services required are as under:-

S No	Nomenclature	Size	Requirement	Remarks
(a)	Smart Interactive Flat Panels (Andriod14/8BG/128GB NVME). Incl OPS I5 GEN 8 GB RAM/256 GB SSD with UPS	75 inch	08	

2. **Technical Specifications.**

(a) QR for items and accessories as per **Appendix 'F'** attached.

(b) **Technical Evaluation:-**

(i) Part-I of the quotations will be evaluated by tech evaluation committee for technical evaluation and evaluation of documents as required vide Part IV (Special conditions) of this documents.

(ii) The item will be tested and trail evaluated after delivery before final acceptance.

(iii) Specifications of all items is to be attached.

(iv) Only those offers shall be evaluated which are found to be fulfilling all the eligibility and qualifying requirements of the tender, both technically and commercially.

(v) The commercial bids of only those vendors will be opened whose technical bids are found to be complete in all respects by the TEC and whose item / merchandise offered conform to the specifications as laid out by the purchaser in the GSQR and any such document. The said commercial bids will be evaluated by Tender Purchase Committee which shall be detailed by Stn HQ 401(I) Arty Bde. Tender purchase committee will recommend whose offer is commercially acceptable, henceforth referred to as the L1. The decision of the purchaser will be final in this respect.

(vi) The L1 vendor shall be considered further for placement of contract / supply order after complete clarifications and price negotiations, if considered necessary, by the competent authority.

(c) **Requirement of Installation / Commissioning.** The time period for delivery and installation of items being procured for the project "Procurement of 75" Smart Interactive Panels incl installation)" is as under (time period is from the day supply order is signed):-

(i) Delivery of stores to be completed by the vendor at Principal APS Janglot within **75 days** (from signing of supply order).

(ii) Installation and acceptance testing within **30 days** after the completion of procurement work.





(iii) The tenderer shall be responsible for the safe delivery and installation of the 75" Smart Interactive Flat Panels at the consignee's site, free of cost.

(d) **Requirement to Technical Documentation.** The vendor will provide all technical documents, which will be required for this project and will also provide manuals to maintain the system. The following will be provided free of cost:-

- (i) User manual.
- (ii) Technical manual.
- (iii) Any other literature pertaining to the project.

(e) **Requirements of Equipment Inspection.**

(i) **Inspection.** Physical inspection of stores will be first carried out at Army Public School Janglot by a board of officers (BOOs) detailment by the user to ensure that all the items have been delivered as per bill of material. Items found defective / damage / not conforming to technical QR will be replaced immediately by the supplier with stores of correct specifications within 15 days of inspection at his own cost and risk. In case of any dispute, decision of buyer will be final and binding.

(ii) **Procedure for Acceptance Testing.** The supplier should submit the procedure the acceptance testing for items being procured for the project "Procurement of 75" Smart Interactive Flat Panels incl installation at Army Public School Janglot" for the approval of the purchaser within 20 days of issue of the supply order. Acceptance testing will be carried out after completion of installation and commissioning.

(iii) **Technical Specifications Testing at Site.** The stores will finally subjected to acceptance testing at Army Public School Janglot by a BOOs in accordance with the procedure agreed to by the purchaser in order to ensure that the project has been executed as per the laid down QRs. The supplier will be associated with the acceptance with the acceptance testing and will satisfy the user that all the stores supplied meet the laid down QRs.

The test equipment required for acceptance testing will be provided by the supplier and the tests will be at the risk and cost of the supplier. The vendor will intimate in advance to the user, if any testing is required to be carried out at factory premises and will provide the necessary test equipment for this purpose. User reserve the right to associate his representative with such testing at 's' factory premises or ask to furnish a certificate giving the details of such tests carried out.

(iv) In case stores on testing are not found to be conforming to the laid down specification, the defective items will be removed and replaced by the items of the correct specifications by the supplier at his own expense within a period of 30 days of inspections. In case of any dispute decision of the purchaser will be final and binding. The BOOs will then issue a correctness certificate.

(v) After Procurement / installations of all the equipment, these will be checked for satisfactory and fault free performance for a continuous period of minimum 30 days (trail period) after which a single acceptance certificate for installation of items procured. For testing purpose equipment will be provided by the purchaser.





- (f) List of documentation to be submitted by the vendor is enclosed at **Appendix G**.
- (g) Electronic clearing service (ECS) form as per format given at **Appendix H**.
- (h) Confidentially certificate as per format given at **Appendix J**.
3. **Two Bid System**. Bidders are required to furnish clause by clause compliance of specifications bringing out clearly the deviations from specification, if any. The bidders are advised to submit the compliance statement in the format alongwith technical bid.
4. **Delivery Period**. Delivery of stores and installation of items mentioned at part II above would be 45 days from the date of signing of supply order. Please note that contract can be cancelled unilaterally by the buyer in case items are not received within the contracted delivery period. Extension of contracted delivery period will be at the sole discretion of the buyer, with applicability of LD clause.
5. All packing cases, containers and other similar material shall be supplied free of cost by the firm and shall not be returned unless otherwise specifically agreed upon.
6. **INCOTERMS for Delivery and Transportation**. The vendor shall be responsible for the safe delivery of the stores at the consignee's end. Delivery will be free of cost at consignee's place.
7. **Consignee Details :-**
- (a) **Address**.  
Army Public School Janglot  
PO & Teh : Kathua  
Distt : Kathua (J&K)  
PIN : 184104
- (b) **Place of delivery**.  
Office of the Principal, Army Public School Janglot,  
Tehsil & District Kathua (UT of J&K) PIN: 184104.





### PART III- STANDARD CONDITIONS OF TE

**THE BIDDER IS REQUIRED TO GIVE CONFIRMATION OF THEIR ACCEPTANCE OF THE STANDARD CONDITIONS OF THE TENDER ENQUIRY 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. The contract shall be governed by and interpreted in accordance with the laws of the Republic of India.

2. **Effective Date of the Contract.** 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 delivers and supplies and performance of the services shall commence from the effective date of the contract.

3. **Arbitration.** All disputes or differences arising out of or in connection with the contract shall be settled by bilateral discussions. Any dispute, disagreement or question arising out of or relating of the contract or relating to procurement and installation or performance, which cannot be settled amicably, may be resolved through arbitration. The standard clause of arbitration is as per forms DPM-7 and DPM-9 (available in MOD website and same are attached as **Appendix 'K' and 'L'** respectively alongwith this tender enquiry).

4. **Time Limit for Arbitration.**

(a) If no request in writing for arbitration is made by the vendor within a period of six months from the date of completion of the contract, all claims of the contractor under the contract shall be deemed to be waived and absolutely barred and the GOC, HQ 9 Corps executing the contract for and on behalf of the President of India, shall be discharged and released of all his liabilities under the contact.

(b) The date of completion of the contact shall mean and include :-

(i) The date when the stores are delivered according to the terms of delivery.

(ii) In case of warranty clause the date when warranty expires.

(iii) In case where the contract clause is cancelled wholly or partly the date when the letter of cancellation is issued.

5. **Penalty for Use of Undue Influence.** The seller undertakes that he has not given, offered or promised to give, directly or indirectly, any gift, consideration, reward, commission, fees, brokerage or inducement to any person in service of the buyer or otherwise in procuring the contracts or forbearing to do or for having done or forborne to do any act in relation to the obtaining or execution of the present contract or any other contract with the Government of India for showing or forbearing to show favour or dis favour to any person in relation to the present contract or any other contract with the Government of India, Any breach of the aforesaid undertaking by the seller or any one employed by him or acting on his behalf (whether with or without the knowledge of the seller) or the commission of any offers by the seller or anyone employed by him or acting on his behalf as defined in Chapter IX of the Indian Penal Code, 1860 or the Prevention of Corruption Act, 1986 or any other Act enacted for the prevention of corruption shall entitle the buyer to cancel the contract and all or any other contracts with the seller and recover from the seller the amount of any loss arising from such cancellation. A decision of the buyer or his nominee to the effect that a breach of the undertaking had been committed shall be final and binding on the seller. Giving or offering of





any gift, bribe or inducement or any attempt at any such act on behalf of the seller towards any officer/employee of the buyer or to any other person in a position to influence any officer/employee of the buyer for showing any favour in relation to this or any other contract, shall render the seller to such liability/penalty as the buyer may deem proper, including but not limited to termination of the contract imposition of penal damages and refund of the amounts paid by the buyer.

6. **Agents/Agency Commission.** The seller confirms and declares to the buyer that the seller is the original manufacturer of the stores/provider of the services referred to in this contract and has not engaged any individual or firm, whether Indian or foreign whatsoever, to intercede, facilitate or in any way to recommend to the Government of India or any of its functionaries, whether officially or unofficially, to the award of the contract to the seller; not has any amount been paid, promised or intended to be paid to any such individual or firm in respect of any such intercession, facilitation or recommendation. The seller agrees that if it is established at any time to the satisfaction of the buyer that the present declaration is in any way incorrect or if at a later stage it is discovered by the buyer that the seller has engaged. Any such individual/firm, and paid or intended to pay any amount, gift, reward, fees, commission or consideration to such person, party, firm or institution, whether before or after the signing of this contract, the seller will be liable to refund that amount to the buyer. The seller will also be debarred from entering into any supply contract with the Government of India for a minimum period of five years. The buyer will also have a right to consider cancellation of the contract either wholly or in part, without any entitlement or compensation to the seller who shall in such an event be liable to refund all payment made by the buyer in terms of the contract along with interest at the rate of 2% per annum above LIBOR rate. The buyer will also have the right to recover any such amount from any contracts concluded earlier with the Government of India.

7. **Access to Books of Accounts.** In case it is found to the satisfaction of the buyer that the seller has engaged an agent or paid commission or influenced any person to obtain the contract as described in clauses relating to agents/agency commission and penalty for use of undue influence, the seller, on a specific request of the buyer, shall provide necessary information/inspection of the relevant financial documents/information.

8. **Non-Disclosure of Contract Document.** Except with the writer 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.

9. **Liquidated Damages.** In the event of the seller's failure to submit the bonds, guarantees and documents, supply the stores/goods and conduct trials, installation of equipment 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 for the **SELLER** as agreed liquidated damages for delayed / undelivered stores / services will be charged rate of @ 0.5% for every week of delay or part thereof of the cost of undelivered stores, subject to max of 10% of total cost of the project value. Thereafter the **BUYER** will have the right to terminate the supply order in case of such delay beyond ten weeks, and the buyer would have the option to buy the items form the market at the seller's risk and cost. The mode and method of such risk purchase would be at the total discretion of the Cdr HQ 401 (I) Arty Bde .

10. **Consequential Damages.** Additional consequential damage (in accordance with Para 7.10.5 of DPM 2009) of 10% of total cost of project will be imposed over and above LD in case there is delay in availability of service beyond the due date, whereas consequence services are not available either due to delay in delivery of store or due to delay in installation thus causing delay in carrying out "**Acceptance Test Procedure**".





11. **Method of Payment of Liquidated damages.** The amount charged as liquidated damages shall be deducted by the customer.
12. **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 material is delayed for causes not attributable to Force Majeure for more than **Two Months** after the scheduled date of delivery.
  - (b) The seller is declared bankrupt or becomes insolvent.
  - (c) The delivery of material is delayed due to cause of Force Majeure by more than **Two Months** provided Force Majeure clause is included in contract.
  - (d) The buyer has noticed that the seller has utilized the services of any Indian/foreign agent in getting this contract and paid any commission to such individual/company etc.
  - (e) As per decision of the Arbitration Tribunal.
13. **Notices.** Any notice required or permitted by the contracted shall be written in the English language and may be delivered personally or may be sent by registered pre-paid mail/air mail, addressed to the last known address of the party to whom it is sent.
14. **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.
15. **Patents and Other Industrial Property Rights.** The prices stated in the present contract shall be deemed to include all amounts payable 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.
16. **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 this contract and signed on behalf of both the parties and which expressly states to amend the present contract.
17. **GST.** GST as applicable.





**PART IV : SPECIAL CONDITIONS OF TE**

**THE BIDDER IS REQUIRED TO GIVE CONFIRMATION OF THEIR ACCEPTANCE OF SPECIAL CONDITIONS OF TE 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. **Performance Guarantee.** Not applicable. In other case of procurement/work, The Bidder will be required to furnish a Performance Guarantee by way of Bank Guarantee in favour of Army Public School Janglot through a public sector bank or a private sector bank authorized to conduct government business (ICICI Bank Ltd., Axis Bank Ltd or HDFC Bank Ltd.) for a sum equal to 10% of the contract value within 30 days of receipt of the confirmed order. Performance Bank Guarantee should be valid up to 90 days beyond the date of warranty. The specimen of PBG is given in Form DPM-15 (Available in MoD website and can be provided on request also attached as **Appendix 'M'**).

2. **Payment Terms for Indigenous Sellers.** It will be mandatory for the Bidders to indicate their bank account numbers and other relevant e-payment details so that payments could be made through ECS/NEFT mechanism instead of payment through cheques, wherever feasible. A copy of the model mandate form prescribed by RBI to be submitted by Bidders for receiving payments through ECS is at **Form DPM-11** (Available in MoD website and can be given on request). The payment will be made as per the fwg terms, on production of the requisite documents.

(a) 100% cost of the project shall be paid to the vendor after complying with following conditions :-

(i) On supply of the contracted 75" Smart Interactive Flat Panels with all the spares, fitments and the accessories at APS Janglot loc by due date.

(ii) Inspection and acceptance of stores by a board of officers.

(iii) Preparation of certified receipt voucher (CRV).

(iv) Where applicable, submission of performance cum-warranty bank guarantee of 10% value of project valid for period of 39 months i.e warranty plus 3 months.

(v) Preparation of satisfactory testing and integration certificate after rendering if acceptance and testing procedure report to be jointly signed by the user and the vendor.

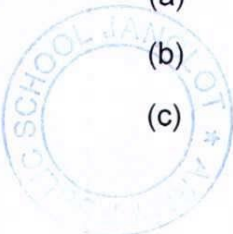
(vi) Submission of satisfactory performance certificate by the user unit.

3. **Paying Authority.** Indigenous Sellers (Name and address, contact details). The payment of bills will be made on submission of the following documents by the Seller to the Paying Authority (Army Public School Janglot) 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) Copy of Supply Order.





- (d) CRVs in duplicate.
- (e) Inspection note.
- (f) 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.
- (g) Exemption certificate for excise duty / customs duty, if applicable.
- (h) Guarantee / Warranty certificate.
- (j) Performance Bank Guarantee / Indemnity bond, where applicable.
- (k) DP extension letter with CFA's sanction, if applicable.
- (l) 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).
- (m) Any other document / certificate that may be provided for in the Supply Order/ Contract.
- (n) User Acceptance.
- (o) Photocopy of PBG.

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

(a) The price charged for the stores supplied under the contract by the Seller shall in no event exceed the lowest prices at which the Seller sells the stores or offer to sell stores of identical description to any persons/ Organisation 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 till performance of all supply Orders placed during the currency of the rate contract is completed.

(b) It 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, the 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-

- (i) Exports by the seller.
- (ii) Sale of goods as original equipment at price lower than the prices charge for normal replacement.
- (iii) Sale of goods such as drugs which have expiry dates.





(iv) 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 by previous entered into with the central or state Govt. Depts, including their undertaking excluding joint sector companies and / or private parties and bodies.

(c) The seller shall furnish the following certificate to the paying authority along with each bill for payment for suppliers 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 supplies to the Government under the contract herein and such stores have not been offered / sold by me / us to any person / organisation including the purchaser or any department of Central Government or any Department of a state Government or any statutory undertaking of the central of state Government as the case may be up to the date of bill / the date of completion of supplies against all the supply 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 under sub-clauses (i), (ii), (iii) and (iv) of sub Para (b) above details of which are given below.

5. **Risk & Expense Clause**

(a) Should the stores or any installment thereof not be delivered within the time or times specified in the contract documents, or if defective delivery is made in respect of the stores or any installment thereof, the Buyer shall after granting the Seller 45 days to cure the breach, be at liberty, without prejudice to the right to recover liquidated damages as a remedy for breach of contract, to declare the contract as cancelled either wholly or to the extent of such default.

(b) Should the stores or any installment thereof not perform in accordance with the specifications / parameters provided by the SELLER during the check proof tests to be done in the BUYER's country, the BUYER shall be at liberty, without prejudice to any other remedies for breach of contract, to cancel the contract wholly or to the extent of such default.

(c) In case of a material breach that was not remedied within **45 days**, the BUYER shall, having given the right of first refusal to the SELLER be at liberty to purchase, manufacture, or procure from any other source as he thinks fit, other stores of the same or similar description to make good :-

(i) Such default.

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

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

6. **Force Majeure Clause.**

(a) Neither party shall bear responsibility for the complete 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) ,of the non-performance result from such Force Majeure circumstances as Flood, Fire, Earth Quake and other acts of God as well as War, military operation, blockade, acts or action 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 contract is extended correspondingly for the period of time of action of these circumstances and their consequences.

(c) The party for which it becomes impossible to meet obligations under this contract due to Force Majeure conditions, is to notify in written from the other party of the beginning and cessation of the above circumstances immediately, but in any case not later than 10 (Ten days) for 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 months, either party hereto reserve the right to terminate the contract totally or partially upon giving prior written notice of 30 days to the other party of the intentions to terminate without any liability other than reimbursement on the terms provided in the agreement of the goods received.

7. **OEM Certificate.** In case the bidder is not the OEM, the agreement certificate with the OEM for sourcing the spares shall be mandatory. However, where, OEMs do not exist, minor aggregates and spares can be sourced from authorized subject to quality certifications. Format as **Appendix N.**

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

9. **Earliest Acceptable Year of Manufacture.** Quality / Life certificate will need to be enclosed with the Bill.

10. **Certificate of Completeness of Items.** A certificate from the supplier stating that the hardware and ancillaries/ fittings being asked, as per the Tender Enquiry, is complete in all respects for the execution of the project. No additional hardware and ancillaries/fittings will require to be supplied for the commissioning of the project. Otherwise the supplier will indicate additional items required for this purpose, which the purchaser may have omitted. Format as **Appendix O.**

11. **Transportation.** The stores shall be delivered by the seller at the place of Army Public School Janglot, Tehsil & District Kathua (J&K). The cost of transportation will be borne by the seller.

12. **Packing and Marking.**

(a) The Seller shall provide packing and preservation of the equipment and spares/ goods Supply Ordered so as to ensure their safety against damage in the conditions of land, sea and air transportation, transshipment, storage and weather hazards during transportation, subject to proper cargo handling, The Seller shall ensure that the stores are packed in container, 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.

(b) 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.

(c) Each spare, tools and accessory shall be packed in Octarate cartons. 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 supply Ordered is less than six then tag shall be affixed to complete quantity Supply Ordered of the item. The cartons shall then be packed in packing cases as required.

- (i) Part Number:
- (ii) Nomenclature:
- (iii) Supply Order annex number:
- (iv) Annex serial number:
- (v) Quantity Supply Ordered:

(d) 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 No. 1 painted in a yellow color.

13. **Quality:** The quality of the stores delivered according to the present Contract shall correspond to the technical conditions and standards valid for the deliveries of the same stores for in Seller's country or specifications enumerated as per TE and shall also include therein modification to the stores suggested by the Buyer. Such modifications will be mutually agreed to. The Seller confirms that the stores to be supplied under this Contract shall be new i.e. not manufactured before (Year of Contract), and shall incorporate all the latest improvements and modifications thereto and 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 alongwith the changed part numbers wherein it should be mentioned that item would provide as much life as the original item.

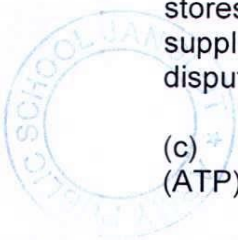
14. **Quality Assurance.** Seller should provide the standard Acceptance Test Procedure (ATP) within 01 (one) month of this date of contract. Buyer reserve the right to modify the ATP. Seller would be required to provide all test facilities at his premises for acceptance and inspection by buyer. The details in this regard will be coordinated during the negotiation of the contract. The item should be of the latest manufacture, conforming to the current production standard and having 100% defined life at the time of delivery.

15. **Inspection Authority.** The inspection will be carried out **Acceptance Testing Board** constituted by the buyer. The mode of inspection will be **Joint Inspection** by the ATB and the seller.

(a) The inspection team will ensure that none of the expendable items have crossed their expiry date and min 09 months of shelf of each expendable items with expiry date in balance at the time of supply.

(b) 100% stores will be subject to physical inspection by a board of offrs detailed by the purchaser to ascertain that they confirm to the samples / specifications as laid down in the supply order. Authorized representative to the firms will be present during inspection. In case the stores are not found to be conforming to the laid down samples / specification the authorized representative of the firm will be intimated by the checking Board of Officers in situ with a copy of such intimation to Chairman TPC. The defective stores will be removed and replaced by the stores of the correct specifications by the supplier at his own expense within a period of 15 days of inspection. In case of any dispute, decision of the purchaser will be final and binding.

(c) \* The firm would be required to provide the standard acceptance test procedure (ATP), which the Board of Officers would have the right to modify.





(d) The item should be of latest manufacture conforming to the current production standard having 100% defined life at the time of delivery.

16. **Franking Clause.** The following Franking clause will form part of the contract placed on successful bidder:-

(a) **Franking Clause in the Case of Acceptance of Goods.** "The fact that the goods have been inspected after the delivery period and passed by the inspecting officer will not have the effect of keeping the contract alive. The goods are being passed without prejudice to the rights if the buyer under the terms and conditions of the contract".

(b) **Franking Clause in the Case of Rejection of Goods.** "The fact that the goods have been inspected after the delivery period and rejected by the inspecting officer will not bind the buyer in any manner. The goods are being rejected without prejudice to the rights of the rights of the buyer under the terms and conditions of the contract".

17. **Claims.** The following claims clause will part of the contract placed on successful bidder:-

(a) The claims may be presented either (a) on quantity of the stores, where the quantity dose not correspond to the quantity shown in the packing list / insufficiency in packing, or (b) on quality of the stores, where quality does not correspond to the quality mentioned in the contract.

(b) The quantity claims for deficiency of quantity shall be presented within 45 days of completion of JRI and acceptance of goods. The quality claims shall be submitted to the seller as per Form DPM-22 attach as **Appendix P** (available in MoD website and can be given on request).

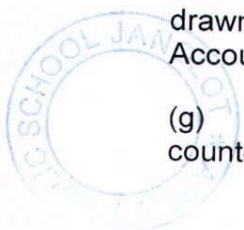
(c) The quality claims for defects of deficiencies in quantity noticed during the JRI shall be presented within 45 days of completion of JRI and acceptance of goods. Quality claims shall be presented for defects or deficiencies in quality noticed during warranty period earliest but not later than 45 days after expiry of the guarantee period. The quality claims shall be submitted to the seller as per Form DPM-23 attached as **Appendix Q** (Available in MoD website and can be given on request).

(d) The description and quantity of the stores are to be furnished to the seller alongwith concrete reasons for making the claims. Copies of all the justifying documents shall be enclosed to the presented claim. The seller will settle the claims within 45 days from the date of the receipt of the claim at the seller's office, subject to acceptance of the claim by the seller. In case no response is received during this period the claim will be deemed to have been accepted.

(e) The seller shall collect the defective or rejected goods from the location nominated by the buyer and deliver the repaired or replaced goods at the same location under seller's arrangement.

(f) Claims may also settled by reduction of cost of goods under claim form bonds submitted by the seller or payment of claim amount by seller through demand draft drawn on an Indian Bank, in favour of Principal Controller / Controller of Defence Accounts concerned.

(g) The quality claims will be raised solely by the buyer and without and certification / countersignature by the seller's representative stationed of India.





18. **Warranty.** The following warranty will form part of the contract placed on successful bidder:-

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

(ii) The Seller warrants for period of **36 Months** from the date of acceptance of stores by Joint Receipt Inspection or date of installation and commissioning, whichever is later, that the goods/ stores supplied under the contract and each component used in the manufacture there of shall be free from all types of defects/ failures.

(iii) If within the period of warranty, the goods are reported by the Buyer to have failed to perform as per the specifications, the Seller either replace or rectify the same free of charge, within a maximum period of 45 days of notification of such defect received by the Seller, provided that the goods are used and maintained by the Buyer as per instructions contained in the Operating Manual. Warranty of the equipment would be extended by such duration of downtime. Record of the down time would be maintained by the user in the logbook. Spares required for warranty repairs shall be provided free of cost by the Seller. The Seller also undertakes to diagnose, test, adjust, calibrate and repair/replace the goods/equipment arising due to accidents by neglect or misuse by the operator or damage due to transportation of the goods during the warranty period, at the cost mutually agreed to between the Buyer and the Seller.

(iv) 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 **0.04 %** of the warranty period.

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

(vi) If a particular equipment/goods fails frequently and/or, the cumulative down time exceeds **0.04 %** of the warranty period, the complete equipment shall be replaced free of cost by the Seller within a stipulated period of **Thirty days** of receipt of the notification from the Buyer. Warranty of the replaced equipment would start from the date of acceptance after joint Receipt Inspection by the Buyer/date of installation and commissioning.

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

19. **Product Support.** The Seller agrees to provide Product Support for the stores, assemblies/subassemblies, fitment items and consumables, Special Maintenance Tools (SMT) /Special Test Equipment's (STE) subcontracted from other agencies/manufacturer by the Seller for a period of **three** years after the delivery and installation of the **specified equipment in the TE.**

20. **Annual Maintenance Contract (AMC) Clause.** The following AMC clause will form part of the contract placed on successful Bidder -

(a) The Seller would provide comprehensive AMC for a period of 05 years. The AMC services should cover the repair and maintenance of all the equipment and systems purchased under the present Contract. The Buyer Furnished Equipment which is not covered under the purview of the AMC should be Octarately listed by the Seller. The AMC services would be provided in two distinct ways:





- (i). Preventive Maintenance Service: The Seller will provide a minimum of four Preventive Maintenance Service visits during a year to the operating base to carry out functional checkups and minor adjustments/ tuning as may be required.
- (ii). Breakdown maintenance Service: In case of any breakdown of the equipment/system, on receiving a call from the Buyer, the Seller is to provide maintenance service to make the equipment/system serviceable.
- (b). Response time: The response time of the Seller should not exceed 24 hours from the time the breakdown intimation is provided by the Buyer. Warranty period will not be considered in AMC.
- (c). Serviceability of \_\_\_% per year is to be ensured. This amounts to total maximum downtime of \_\_\_days per year. Also unavailability should not exceed seven days at one time. Required spares to attain this serviceability may be stored at site by the Seller at his own cost. Total down time would be calculated at the end of the year. If downtime exceeds permitted downtime, LD would be applicable for the delayed period.
- (d). Maximum repair turnaround time for equipment/system would be \_\_\_\_\_ days. However, the spares should be maintained in a serviceable condition to avoid complete breakdown of the equipment/system.
- (e). Technical Documentation: All necessary changes in the documentation (Technical and Operators manual) for changes carried out on hardware and software of the equipment will be provided.
- (f). During the AMC period, the Seller shall carry out all necessary servicing/repairs to the equipment/system under AMC at the current location of the equipment/system. Prior permission of the Buyer would be required in case certain components/sub systems are to be shifted out of location. On such occasions, before taking over the goods or components, the Seller will give suitable bank guarantee to the Buyer to cover the estimated current value of item being taken.
- (g). The Buyer reserves its right to terminate the maintenance contract at any time without assigning any reason after giving a notice of 01 months. The Seller will not be entitled to claim any compensation against such termination. However, while terminating the contract, if any payment is due to the Seller for maintenance services already performed in terms of the contract, the same would be paid to it as per the contract terms.

21. **Technical Literature-** Technical literature as relevant to be supplied alongwith the equipment.





## **PART V - EVALUATION CRITERIA & PRICE BID ISSUES**

1. **Evaluation Criteria-** The broad guidelines for evaluation of Bids will be as follows:-
- (a) Only those Bids will be evaluated which are found to be fulfilling all the eligibility and qualifying requirements of the TE, both technically and commercially.
  - (b) In respect of Two-Bid system, the technical Bids forwarded by Bidders will be evaluated by the Buyer with reference to the technical characteristics of the equipment as mentioned in the TE. The compliance of Technical Bids would be determined on the basis of the parameters specified in the TE. The price Bids of only those Bidders will be opened whose Technical Bids would clear the technical evaluation.
  - (c) The Lowest Bid will be decided upon the lowest price quoted by the particular Bidder as per the Price Format given at Para 2 below. The consideration of taxes and duties in evaluation process will be as follows :-
    - (i) In case where only indigenous Bidders are competing, L1 bidder will be determined by excluding services & levies (if applicable), taxes and duties levied by Central/State/Local governments such as excise duty, GST service tax, Octroi/entry tax, etc on final product, as quoted by bidders.
  - (d) If there is a discrepancy between the unit price and the total price that is obtained by multiplying the unit price and quantity, the unit price will prevail and the total price will be corrected. If there is a discrepancy between words and figures, the amount in word will prevail for calculation of place.
  - (e) The Buyer reserves the right to evaluate the offers received by using Discounted Cash flow method at a discounting rate of \_\_\_\_\_ %. In case cash flow involves more than one currency, the same will be brought to a common denomination in Indian Rupees by adopting exchange rate as BC Selling rate of the State Bank of India on the date of the opening of Price Bids.
  - (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 Apportionment of Quantity, if it is convinced that Lowest Bidder is not in position to supply full quantity in stipulated time.
  - (g) Any other criteria as applicable to suit a particular case.
2. **Price Bid Format.** The Commercial bid is provided as BoQ (Bill of Quantity) along with this tender document at school website. Bidders are advised to quote their offer in the permitted column.





**Appendix A**

(Refer Para 2 (a) (v) of Part I of  
5000/11/Acct/APSJ  
dt Nov 2024)

**TENDER CONDITIONS ACCEPTANCE LETTER**  
**(To be given on Company Letter Head)**

Date:  
To,

\_\_\_\_\_  
\_\_\_\_\_

**SUB: ACCEPTANCE OF TERMS & CONDITIONS OF TENDER**

Tender Reference No: \_\_\_\_\_  
Name of Tender/Work:

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

Dear Sir,

1. I/We have downloaded/ obtained the tender documents (s) for the above mentioned 'Tender/Work' from the web site (s) namely:

\_\_\_\_\_

As per your advertisement, given in the above mentioned website(s) and received through Registered Post.

2. I/ We hereby certify that I / we have read entire terms and conditions of the tender documents from page No. \_\_\_\_ to \_\_\_\_ (including all documents like annexure(s), schedule(s), etc.), which form part of the contract agreement and I/ we shall abide hereby the terms / conditions/clauses contained therein.

3. The corrigendum(s) issued from time to time by your department/organizations too have also been taken into consideration, while submitting this acceptance letter.

4. I/ we hereby unconditionally accept the tender conditions of above mentioned tender document(s)/ corrigendum(s) in its totality / entirety.

5. In case any provisions of this tender are found violated, your department/ organization shall be at liberty to reject this tender/bid. We shall not have any claim/right against deptt in satisfaction of this condition.



Your faithfully,

(Signature of the Bidder, with Official Seal)



**Appendix B**

(Ref Para 2(b) (i) of Part I of RFP

No 5000/11/Acct/APSJ dt Nov 2024)

**COMMERCIAL BID**

Tender Inviting Authority: Army Public School Janglot .

**Name Of Work:** Proposal for Provision of procurement of 75" Smart Interactive Flat Panels for classrooms of Army Public School Janglot

Contact No: 5000/11/Accts/ APSJ dt Nov 2024

Bidder Name :

**PRICE SCHEDULE**

(This BOQ template must not be modified/ replaced by the bidder and the same should be submitted after filling the relevant columns, else the bidder is liable to be rejected for this tender. Bidders are allowed to enter the Bidder Name and Values only)

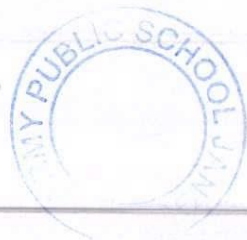
Ser No	Item Description	Item Code/ Make & Model	Qty	A/U	Estimated Rate	Basic Rate in Figures to be entered by the Bidder Rs.	GST	Any Other Taxes /Duties /Levies	AMC Cost If applicable	Illrd Party i.e. DGS & D/RITES etc Inspection Charges@0.34% Services Tax	Less for Cen vat Credit, if any respect of Supplies under full Excise Duty Category	Total Amount with Taxes	Total Amount in words
1.	75 " Smart Interactive Flat Panels (Andriod14/8BG /128GB NVME). Incl with UPS												
2.	OPS I5 GEN 8 GB RAM/256 GB SSD												
3.	Offline UPS												

**Note:-** Determination of L-1 will be done based on total of basic prices (not including levies, taxes and duties levied by Central/State/Local governments such as excise duty, GST on final product) of all items / requirements as mentioned above.

Company seal

Placed:

Dated



(Signature of Authorised signature of Company with date)



**Appendix C**

(Refer Para 2 (b) (ii) of Part I of  
RFP 5000/11/Acct/APSJ  
dt Nov 2024)

**ADDITIONAL CHARGER / DISCOUNTS**

It is hereby certified that no additional charges levied or any discount offered from the prices quoted in the enclosed BOQ, which will have financial implication on the bid value quoted by me.

OR

The following additional charged levied / discount offered from the prices quoted in the BOQ which will have financial implication on the bid value quoted by me.

- (i)
- (ii)
- (iii)

Dated:

Signed by:

Official Stamp:

**Notes:-**

1. Please strike out whichever is not applicable.
2. The certificate will be signed by the owner of the firm or any person auth to do so on behalf of the owner.
3. The certificate will be scanned, digital signed and uploaded alongwith the BOQ in the cover II containing financial bid. (Ref Para 2 (b) of Part I of TE)





**Appendix D**

(Refer Para 4 (b) of Part I of RFP  
No 5000/11/Acct/APSJ  
dt Nov 2024)

**INSTRUCTIONS TO THE BIDDER**

Instructions for bid submission to the bidder to submit the bids through the offline mode as follows.

1. An advertisement for the Tender Notice will be published in two leading newspapers i.e National & local daily in English (The Times of India) & Hindi (Dainik Jagran) edition and also uploaded in school website [www.apsjanglot.org](http://www.apsjanglot.org) along with the tender documents.
2. **Eligibility Criteria And Forwarding of Bids** Bids should be forwarded by Bidders under their original letter pad and furnishing the under mentioned details:-
  - (a) Proof of address of firm.
  - (b) Valid GST Regn No along with documentary support.
  - (c) PAN No along with documentary support.
  - (d) Work order of the previous job of similar nature (if any).
  - (e) ITR of last year.
  - (f) Bank details of complete postal and email address of their office.
3. Bidders are advised to download the Tender documents from school website [www.apsjanglot.org](http://www.apsjanglot.org) and complete it in all aspects sealed in an envelope and dropped physically in the tender box held in the Adm office, APS Janglot or send through register post in the school address within given time period.

**Forwarding of Bids.**

4. The Technical and Commercial Proposals should be sealed Octarately in two Octarate envelopes clearly indicating Commercial/Technical) as applicable, and then put in one envelope and sealed (all the envelopes should clearly state the letter No of RFP and the name of equipment and Bidder name) and submitted to the undersigned at the following address within 21 days from the published Tender Notice till 1400 hours of closing day:-

**Address:** Army Public School Janglot,  
Tehsil & District Kathua (UT of J&K)  
PIN 184104.

5. The physical verification of tender/ technical and commercial bids will be done by a Procurement Committee at Army Public School, Janglot on P+20 days at 1100 hrs. The Bidder or his authorised representative (duly authorized in writing) is welcome to be present at the opening of the proposals. Necessary details may be sent in advance to facilitate obtaining of security clearance. This even will not be postponed due to non-presence of your representative.





**Appendix E**

(Refers to Para 11 of Part I of RFP  
No 5000/11/Acct/APSJ  
dt Nov 2024)

**Form DPM-13**

**EARNEST MONEY DEPOSIT FORMAT**

Where as .....(hereinafter called the "Bidder") has submitted their offer dated.....for the supply of .....(hereinafter called the "Bid") against the buyer's Tender Enquiry No.  
.....

KNOW ALL MEN by these present that WE .....of ..... having our registered office at .....are bound unto ..... (hereinafter called the Buyer) in the sum of .....for which payment will and truly to be made to the said Buyer, the bank binds itself, its successors and assigns by these presents. Sealed with the Common Seal of the said Bank this ..... day of .....2024.

The conditions of obligations are as under :-

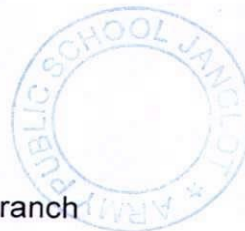
1. If the bidder withdraws or amends, impairs or derogates from the bid in any respect within the period of validity of this tender.
2. If the Bidder having been notified of the acceptances of his tender by the Buyer during the period of its validity.
  - (a) If the Bidder fails to furnish the performance security for the due performance of the contract.
  - (b) Fails or refused to accept / execute the contract.

WE undertake to the pay the Buyer up to the above amount upon receipt of its first written demand, without the buyer having to substantiate its demand, provided that in its demand the Buyer will not that the amount claimed by it is due owing to the occurrence of one or both the two conditions, specifying the occurred condition or conditions. This guarantee will remain in force upto and including 45 days after the period of tender validity and any demand in respect thereof should reach the Bank not later than the above date.

.....  
(Signature of the authorized officer of the Bank)

Name and designation of the officer

Seal, name & address of the Bank and address of the Branch





**Appendix F**

(Refers to Para 2(a) of Part II of RFP  
No 5000/11/Acct/APSJ  
dt Nov 2024)

**TECHNICAL BID****TECHNICAL DETAILS /SPECIFICATION OF 75" SMART INTRACTIVE  
FLAT PANEL AT APS JANGLOT**

S No	Product Make	Specification	Description	Complied (Yes / No) & Deviation if any
1.	75" SMART INTERACTIVE PANEL With stylus pen	Display Size	75 inch screen size (diagonal)	
2.		Resolution	3840 x 2160 UHD	
3.		Display color	Black	
4.		Brightness	400 cd/m2	
5.		Response Time	4ms	
6.		Glass thickness	4mm,7H hardness	
7.		Touch technology	Infrared	
8.		View Angle	178 Deg.	
9.		Contrast ratio	1200:1 Static; 50000:1 Dynamic	
10.		Bonding	Zero Bonding	
11.		Android Version	14.0	
12.		Processor	Arm Cortex A55@1.9 GHz x4	
13.		RAM	8 GB	
14.		Storage	128 GB SSD	
15.		Graphics	Quad core Mali, G52	
16.		WiFi Support	Dual Band 2.4G and 5G	
17.		Connectivity option	HDMI,, USB, VGA, Audio input/Output, Disp[lay Port, WIFI & Bluetooth, SD Card	
18.		Power Consumption	< 250W	
19.		Services	Google play services	
20.		Touch Point	20 Touch Points	
21.		Writing Mode	Finger & Opaque	
22.		Touch Accuracy	<2mm	
23.		Curser speed	> 100 dot/s	
24.		OS Support	Android /Linux/Mac Window/Cromes OS	
25.		Processor make	intel	
26.		Processer	I5 10 <sup>th</sup> Gen 10210U	
27.		Ram	8 GB DDR4	
28.		Ram Expandable to	64 GB	
29.		Cache	6MB	
30.		Processor segment	mobile	
31.		Cores	4 core	
32.		TDP	15 watt	
33.		Graphics	Intel UHD	
34.		Graphic frequency	60 Hz	
35.		HDD	1 TB	
36.		Bus speed	4GT/s	
37.		Magnetic pen	02	
38.		HDMI cable, USB Cable, Power cable, Remote, Wall mounted stand	01 each	
39.		Panel Warranty	03 years Warranty, Onsite Service	
40.		Installation	Free Installation including Freight Charges	
41.		UPS	01 KVA Branded UPS with Casing with 2 year Warranty on UPS	
42.		OPS	OPS I5 GEN 8 GB RAM/256 GB	
43.		Window license	lifetime	



**Appendix G**

(Refers to Para 2(f) of Part II of RFP  
No 5000/11/Acct/APSJ  
dt Nov 2024)

**LIST OF DOCUMENTS : CHECK LIST**

1. Technical specifications of the items listed at Para 1(b) of Part II above.
2. Vendor will submit Ocatarately their organization profile as under :-
  - (a) Sales tax and income tax registration number and income tax payee and sales tax registration certificate of the.
  - (b) Documents supporting the registration of the firm.
  - (c) Turnover of the firm for the last three years.
  - (d) Profile of the company and OEM / authorized dealership certificate.
  - (e) List of similar projects executed by the firm showing the size, cost and technical details of each project.
  - (f) ISO certificate of the principal.
3. Tender conditions acceptance letter as per **Appendix A**.
4. Commercial bid as per format **Appendix B**.
5. Additional chargers /discount as per **Appendix C**.
6. Instructions for offline bid submission instructions as per **Appendix D**.
7. Earnest money deposit as per format given at **Appendix E**.
8. Technical compliance as per format **Appendix F**.
9. List of documents to be submitted as per **Appendix G**.
10. Electronic clearing service (ECS) as per format **Appendix H**.
11. Confidentiality certificate as per format **Appendix J**.
12. Format of arbitration clause - indigenous private bidders as per **Appendix K**.
13. Format of arbitration clause - CPSUS/DPSUS as per format **Appendix L**.
14. Performance bank guarantee format as per **Appendix M**.
15. OEM certificate given as per **Appendix N**.
16. Certificate of completeness as per format **Appendix O**.
17. Quantity claim format as per **Appendix P**.
18. Quality claim format as per **Appendix Q**.
19. Comprehensive repair and maintenance philosophy for equipment is as per **Appendix R -NA**
20. Certificate of installation and commission as per **Appendix S**.
21. Acknowledgement as per **Appendix T**.
22. List of items requiring custom duty exemption.
23. List of items of consumable nature.

Placed:

Dated:

Official Seal



(Authorised Signatory of Company)



**Appendix H**

(Refers to Para 2 (g) of Part II of RFP No  
No 5000/11/Acct/APSJ  
dt Nov 2024)

**ELECTRONIC CLEARING SERVICE (CREDIT CLEARING)****MODEL MANDATE FORM**

INVESTOR /CUSTOMER'S OPTION TO RECEIVE PAYMENTS THROUGH \_\_\_ CREDIT  
CLEARING MECHANISM \_\_\_\_\_ SCHEME NAME AND THE PERIODICITY  
OF PAYMENT \_\_\_\_\_.

1. **Credit Clearing Mechanism :-**

<b>S No</b>	<b>Particulars</b>	<b>To be Filled by Vendor</b>
(a)	Vendor's Name / Customer Name	
(b)	Particulars of Bank Account	
	(i) Bank Name	
	(ii) Branch Name	
	(iii) Address	
	(iv) Telephone No	
	(v) 9 digit code number of the Bank & Branch appearing of the MICR	
	(vi) Account type (S.B. account /current account or cash credit) with code 10/11/13	
	(vii) Ledger No	
	(viii) Ledger Folio No	
	(viii) Account No (As appearing on the cheque book)	
(c)	PAN No	
(d)	Regn No, where appliltems	
(e)	Date of effect	

2. Please attached a blank cancelled, cheque or photocopy of a cheque or front page of your saving bank passbook issued by your bank for verification of the above particulars.

3. **Date of Effect.** I, hereby declare that the particulars given above are correct and complete. If the transaction is delayed or not effected at all for reasons of incomplete or incorrect information. I would not held the user institution responsible. I have read the option invitation letter and agree to discharge the responsibility expected of me as participant under the scheme.

Dated : 2024

(Signature of the Customer)

Certified that the particulars furnished above are correct as per our records.

Bank's Stamp

Dated : 2024

(Signature of the authorized /official)  
From the Bank



**Appendix J**

(Refers to Para 2 (h) of Part II of RFP No  
No 5000/11/Acct/APSJ  
dt Nov 2024)

**CONFIDENTIALITY CERTIFICATE**

It is certified that the Company or any representative of the Company or Agents authorized by the company will not disclose any information gained by them or their representative or Agents while executing the project or any documents prepared in connection with the project or any documents received by them or any study carried out by them directly or indirectly to any person or company or institution or press. Any violation therein may be considered as a violation of Indian Official Secret Act 1923.

Company's Seal  
(Signature of the Authorized Signatory)

Dated:





**Appendix K**

(Refers to Para 3 of Part III of RFP No  
No 5000/11/Acct/APSJ  
dt Nov 2024)

**Form DPM -7****FORMAT OF ARBITRATION CLAUSE-INDIGENOUS PRIVATE BIDDERS**

- (i) All disputes or differences arising out of or in connection with the present contract including the one connected with the validity of the present contract or any part thereof, should be settled by bilateral discussions.
- (ii) Any dispute, disagreement of question arising out of or relating to this contract or relating to Installation or performance (except as to any matter the decision or determination whereof is provided for by these conditions), which cannot be settled amicably, shall within sixty (60) days or such longer period as may be mutually agreed upon, from the date on which either party informs the other in writing by a notice that such dispute, disagreement or question exists, will be referred to a sole Arbitrator.
- (iii) Within sixty (60) days of the receipt of the said notice, an arbitrator shall be nominated in writing by the authority agreed upon by the parties.
- (iv) The sole Arbitrator shall have its seat in New Delhi or such other place in India as may be mutually agreed to between the parties.
- (v) The arbitration proceedings shall be conducted under the Indian Arbitration and Conciliation Act, 1996 and the award of such Arbitration Tribunal shall be enforceable in Indian Courts only.
- (vi) Each party shall bear its own cost of preparing and presenting its case. The cost of arbitration including the fees and expenses shall be shared equally by the parties, unless otherwise awarded by the sole arbitrator.
- (vii) The parties shall continue to perform their respective obligations under this contract during the pendency of the arbitration proceedings except in so far as such obligations are the subject matter of the said arbitration proceedings.
- (Note -** In the event of the parties deciding to refer the deciding to refer the dispute/s for adjudication to an Arbitral Tribunal then one arbitrator each will be appointed by each party and the case will be referred to the Indian Council of Arbitration (ICADR) for nomination of the third arbitrator. The fees of the arbitrator appointed by the parties shall be borne by each party and the fees of the third arbitrator, if appointed, shall be equally shared by the buyer and seller.





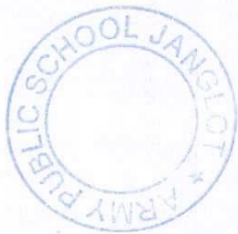
**Appendix L**

(Refers to Para 3 of Part III of RFP No  
No 5000/11/Acct/APSJ  
dt Nov 2024)

**Form DPM -9**

**FORMAT OF ARBITRATION CLAUSE - CPSUS/DPSUS**

In the event of any dispute or difference relating to the interpretation and application of the provisions of the contract, such dispute or difference shall be referred by either party to the Permanent Arbitration Machinery set up in the Department of Public Enterprises and that if the Department of Public Enterprises fails to settle the dispute, the same will be referred to the Committee constituted by the Cabinet Secretariat.





**Appendix M**

(Refers to Para 1 of Part IV of RFP No  
No 5000/11/Acct/APSJ  
dt Nov 2024)

**Form DPM -15**

**PERFORMANCE BANK GUARANTEE FORMAT**

**From:**

**Bank** \_\_\_\_\_

To,

Principal  
Army Public School Janglot  
Kalibari, Kathua (J&K)

Dear Sir,

1. Whereas you have entered into a contract No. \_\_\_ dated \_\_\_\_\_ (hereinafter referred to as the said Contract) with M/s \_\_\_\_\_, hereinafter referred to as the "seller" for supply of goods as per Part-II of the said contract to the said seller and whereas the Seller has undertaken to produce a bank guarantee for (%) of total Contract value amounting to \_\_\_\_\_ to secure its obligations to the President of India. We the \_\_\_\_\_ bank hereby expressly, irrevocably and undertake and guarantee as principal obligors on behalf of the seller that in the event that the President of India declares to us that the goods have not been supplied according to the Contractual obligations under the aforementioned contract, we will pay you, on demand and without demur, all and any sum up to maximum of \_\_\_\_\_ Rupees \_\_\_\_\_ only. Your written demand shall be conclusive evidence to us that such repayment is due under the terms of the said contract. We undertake to effect payment upon receipt of such written demand.
2. We shall not be discharged or released from this undertaking and guarantee by any arrangements, variations made between you and the Seller, indulgence to the Seller by you, or by any alterations in the obligations of the Seller or by any forbearance whether as to payment, time performance or otherwise.
3. In no case shall the amount of this guarantee be increased.
4. This guarantee shall remain valid for ..... months form the date of JRI acceptance of test consignment in India or until all the store, spares and documentation have been supplied according to the contractual obligations under the said contract.
5. Unless a demand or claim under this guarantee is made on us in writing or on before the aforesaid expiry date as provided in the above referred contract or unless this guarantee is extended by us, all your rights under this guarantee shall be forfeited and we shall be discharged from the liabilities hereunder.
6. This guarantee shall be a continuing guarantee and shall not be discharged by and change in the constitution of the bank or in the constitution of M/s.....





**Appendix N**

(Refers to Para 7 of Part IV of RFP No  
No 5000/11/Acct/APSJ  
dt Nov 2024)

**OEM CERTIFICATE**

We M/s \_\_\_\_\_ (OEM) is hereby authorized M/s \_\_\_\_\_ to bid in "Procurement of 75" Smart interactive Flat Panels incl installation". We certify that an agreement between M/s \_\_\_\_\_ (OEM) and M/s \_\_\_\_\_ is in place (Copy enclosed). We M/s \_\_\_\_\_ (OEM) hereby state that we will provide maintenance complete repair cover and all the accessories for the 75" Smart Interactive Flat Panels from us for a duration of three years (warranty period)





**Appendix O**

(Refers to Para 10 of Part IV of RFP  
No 5000/11/Acct/APSJ  
dt Nov 2024)

**CERTIFICATE OF COMPLETENESS OF ITEMS**

It is certified that the functional requirements for execution of the project for project of "Procurement of 75" Smart Interactive Flat Panels incl installation" have been clearly understood and all deliverables being asked for by the purchaser are sufficient and complete in all respects.

Dated :

(Authorised Signatory of the Company)

Company's Seal





**Appendix P**

(Refers to Para 17 (b) of Part IV of RFP  
No 5000/11/Acct/APSJ  
dt Nov 2024)

**Form DPM-22**

**QUANTITY CLAIM FORMAT**

Quantity claim to the contact No ..... dated .....

Claim Protocol number ..... Laid down .....

For inter / tare storage

Commission, consisting of Chairman ..... and Members  
..... having examined.

1. The equipment was delivered by M/s ..... against bill of landing No  
..... of ..... in the quantity of one collie with  
the marking ..... Case No .....

2. The obtained equipment is delivered under contract number .....  
item Sr number ..... Cost .....

3. The state of packing and seals on goods package, correspondence of the gross weight  
and the weight indicated in the way bills (packing lists) Nos of the collies are to be pointed out  
..... Condition of the collie ..... Gross  
weight of the collie ..... Net weight of the collie.....

4. While unpacking the goods, the following discrepancy between the shipping documents  
(packing lists as the packed equipment was discovered / Octarately for the each package  
.....  
.....

5. Conclusion ..... of ..... the ..... commission  
.....  
.....  
.....

6. The following documents confirming the justifications of the complaint are attached to the  
report (Packing list, photos of the damaged equipments and others)  
.....  
.....

Chairman.....

Members .....

Placed and date of issue .....





**Appendix Q**

(Refers to Para 17 (c) of Part IV of RFP  
No 5000/11/Acct/APSJ  
dt Nov 2024)

**Form DPM-23**

**QUALITY CLAIM FORMAT**

Quality claim to the Contract No ..... date .....  
Claim Protocol number ..... Laid down on Concerning (Name of the claimed  
equipment) Commission  
Members.....  
Chairman .....

The Commission has acquainted with the claimed equipment and made the following decision :-

1. .... Serial No  
..... (equipment) Production by the .....  
Made by the manufacture .....

.....  
(date of manufacture) No of running hours ..... with guarantee period of  
.....(completed)  
..... (years, months) Form the beginning of  
operation conditions of the product has been operating for ..... hours.

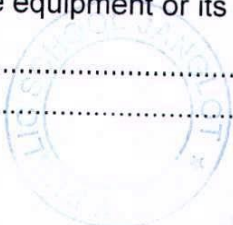
2. Indicate operation conditions of the equipment  
.....(State type of  
fuel and oil used during operation of the equipment).

3. Description of the defect  
.....  
..... (the date and circumstances under which the defect  
was ascertained, short description of the probable causes and probable consequences of the  
defect)

4. List of units (or their parts) (defective equipment will remain in that organization store-  
room when it has been operating till arrival of the Seller's instructions)

5. Conclusion of the Commission  
.....  
.....

..... (On investigation the commission decided that the claimed equipment is not serviceable and  
that it must be subject to repair or must be replaced with a new equipment. The kind of repair  
and place where the repair should be carried out are to be seated). The following parts for the  
repair of the equipment or its parts).  
.....  
.....  
.....





The defect occurred .....within the guarantee period from the reason as follows

.....  
.....

The costs of the repair of the equipment or its parts

.....  
.....  
..  
.....  
..

The defect occurred ..... with the guarantee period from the reason as follows

.....  
.....  
..

The cost of the repair will be debited to (..... manufacture / owner .....). To settle the claim, the Seller has to replaced the equipment and dispatch the unit other parts, indicated the parts and where the repair should be carried out (manufacturer's side), the manner of reimbursement of costs connected with the repair of the equipment, etc.

Supplementary date :-

The equipment was handed over it accordance with the No  
..... on  
(date) ..... the following documents are enclosed to this claim protocol to support the justification of the claim (photos, samples, result of analysis, packing sheets, etc).

Signature of the commission members

.....  
.....





**Appendix S**

(Refers to Appx G, Para 20 of RFP  
No 5000/11/Acct/APSJ  
dt Nov 2024)

**CERTIFICATE OF INSTALLATION AND COMMISSIONING**

It is certified that the installations and commissioning of items and all other accessories as mentioned in TE above will be governed as per details given at in schedule of requirement.

Date :

(Authorised Signatory of the Company)

Company's Seal

**Appendix T**

(Refers to, Para 5 of RFP letter  
No 5000/11/Acct/APSJ  
dt Nov 2024)

\_\_\_\_\_  
\_\_\_\_\_

Army Public School Janglot  
PO & Teh : Kathua  
Distt : Kathua (J&K)  
PIN : 184104

**ACKNOWLEDGEMENT RECEIPT**

1. Refer \_\_\_\_\_ TE No No 5000/11/Acct/APSJ dt Nov 2024)
2. Acknowledgement.

Company's Seal

(Authorised Signatory of the Company)

Dated:

