

THE TRIBUNE

Dated :- 07 Feb 2025

Page No - 03

ARMY PUBLIC SCHOOL, BATHINDA
Bathinda Mil Station, PIN-151004
Mobile No. 7626004733, E-mail: apsbathindacant@gmail.com

"MODULAR STUDENT FURNITURE FOR CLASSROOMS":
ARMY PUBLIC SCHOOL, BATHINDA

1. Principal, Army Public School, Bathinda invites bids for procurement of "**Modular Student Furniture for Classrooms**" at Army Public School, Bathinda. RFP including instructions for the bidders, technical specifications of work/services required, terms and conditions, special conditions and evaluation criteria are available on school website www.apsbathinda.org. Bids can be submitted duly signed and stamped by 2:00PM on **27 Feb 2025**.
2. **Opening of Tenders/Bids** : Technical Bids (Part-I) will be opened on **28 Feb 2025** at 11:00AM at APS, Bathinda and Commercial bids (Part-II) will be opened only in respect of bidders who qualify in the technical evaluation.
3. Any corrigendum/errata/update for this projects shall be published **only on the School website.**

Principal

DAINIK BHASKAR

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Principal

REQUEST FOR PROPOSAL (TENDER BID)

Army Public School
Bathinda Mil stn
c/o 56 APO

800/APS/Modular Student Furniture

07 Feb 2025

REQUEST FOR PROPOSAL (RFP) AGAINST
OPEN TENDER ENQUIRY (OTE)

INVITATION OF BIDS FOR MODULAR STUDENT FURNITURE FOR CLASSROOMS AT
ARMY PUBLIC SCHOOL, BATHINDA

REQUEST FOR PROPOSAL (RFP) NO 800/APS/ MODULAR STUDENT FURNITURE

07 Feb 2025

1. Bids are invited for procurement and subsequent delivery of Modular Student Furniture for classrooms at Army Public School, Bathinda (Punjab) as listed in Part II of this RFP, on school website www.apsbathinda.org.
2. Failure to submit technical bid documents will render the bid invalid at the technical evaluation stage itself. The project will be treated as a **Turnkey Project** and bidders will be required to bid for all items/services. Piecemeal bids will be considered as invalid.
3. The address and contact numbers for sending Bids or seeking clarifications regarding this RFP are given below: -

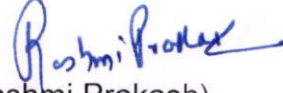
- (a) Bids/queries to be addressed to : Principal
Army Public School
Bathinda, PIN-151004
- (b) Postal address for sending the bids : Principal
Army Public School
Bathinda, PIN-151004
- (c) Name/designation of the contact personnel : Principal
Army Public School
Bathinda, PIN-151004
- (d) Telephone numbers of the contact personnel : 7626004733
- (e) e-mail IDs of contact personnel : apsbathindacantt@gmail.com
- (f) Fax number : Nil



4. This RFP is divided into five parts as follows: -

- (a) **Part-I.** Contains general information and instructions for the Bidders about the RFP such as critical date and time, place of submission & opening of tenders and validity period of tenders etc.
- (b) **Part-II.** Contains essential details of the items/services required, such as the Schedule of Requirement (SoR), Technical Specifications, Delivery Period, Mode of Delivery and Consignee details.
- (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 will also form part of the contract with the successful bidder.
- (e) **Part-V.** Contains evaluation criteria.

5. This RFP 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 RFP, should it become necessary at any stage.


(Rashmi Prakash)
Maj (Retd)
Principal
APS, Bathinda

Enclosures : (As above).



PART-I : GENERAL INFORMATION

1. **Critical Dates.** The critical dates with respect to the Tender ref 800/APS/Modular Student Furniture are as follows:-

<u>Ser No</u>	<u>Event</u>	<u>Date</u>	<u>Time</u>
(a)	Date of Publishing of Bid (Advertisement) and uploading of RFP on school website	07 Feb 2025	
(b)	Last Date for Bid Submission	27 Feb 2025	Latest by 2:00 PM
(c)	Tender Opening	28 Feb 2025	11:00 AM

2. **Manner of Depositing the Bids.** Tender to be submitted offline. Sealed Manual Bids to be dropped in the tender box, marked as "**TENDER BOX : MODULAR STUDENT FURNITURE FOR CLASSROOMS**" kept at Main Gate, Army Public School, Bathinda. Late tenders will not be considered. No responsibility will be taken for postal delay or non-delivery/ non-receipt of Bid documents. Bids sent by FAX or e-mail will not be considered (unless they have been specifically called for by these modes due to urgency).
3. **Time and Date for Opening of Bids.** **28 Feb 2025 at 1100 AM.** 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.** Army Public School, Bathinda. 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.** Army Public School, Bathinda. The Bidders may depute their representatives, duly authorized in writing, to attend the opening of Tender on due date and time. Rates and important commercial/technical clauses quoted by all Bidders will be read out in the presence of the representative of all the Bidders. This event will not be postponed due to non-presence of representative of any other bidder.
6. **Two-Bid system.** Technical and commercial bids should be deposited in 02 (Two) separate sealed envelopes placed in third sealed envelope. Only the Technical Bid would be opened at the time and date mentioned above. Date of opening of the Commercial Bid will be decided after acceptance of the Technical Bids. Commercial Bids of only those firms will be opened, whose Technical Bids are found compliant/suitable after technical evaluation by the Buyer.
7. **Forwarding of Bids.** Bids should be forwarded by Bidders under their original memo/ letter pad inter alia furnishing details like GST number, Bank address with NEFT Account if applicable, and complete postal address, contact Number & e-mail address of their office.

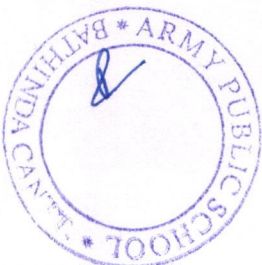


3. **Clarification regarding contents of the RFP.** A prospective bidder who requires clarification regarding the contents of the bidding documents shall notify to the Buyer in writing about the clarifications sought not later than 05 (five) days prior to the date of opening of tender.
9. **Modification 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 but it should be followed by a signed confirmation copy sent by post or delivered by hand and such signed confirmation should reach the Buyer not later than the deadline for submission of bids. No bid shall be modified after the deadline for submission of bids. No bid will 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 forfeiture of bid security submitted by the bidder.
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/ verbal 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.
11. **Rejection of Bids.** Canvassing by the Bidder in any form, unsolicited letter and post-tender correction may invoke summary rejection with forfeiture of EMD. Conditional tenders will be rejected.
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 blacklisted for the given range of items as mentioned in this RFP.
13. **Validity of Bids.** The Bids should remain valid after 120 days from the last date of submission of the Bids.
14. **Earnest Money Deposit.** Bidders are required to submit Earnest Money Deposit for an amt of 1,00,000/- (**Rupees One Lakh Only**) along with their bids. The EMD may be submitted in the form of an Account Payee Demand Draft, from any of the Public Sector Banks or a Private Sector Bank authorized to conduct government business. EMD is to remain valid for a period of thirty days beyond the bid validity period. EMD of unsuccessful bidders will be returned at the earliest, after expiry of the bid validity and latest on or before the 30th day after the award of the Supply Order/ contract. The Bid security of the successful bidder would be returned, without any interest whatsoever, after the receipt of Performance Bank Guarantee (PBG). The EMD will be forfeited if the bidder withdraws or amend, impairs or derogates from the tender in any respect within the validity period of the tender.
15. **Exemption from Submission of Bid Security.** Bid security is not required to be obtained from Micro and Small Enterprises (MSEs) as defined in MSE Procurement Policy issued by Department of Micro, Small and Medium Enterprises (MSME)/ MSEs registered with NSIC and under Udyog Aadhaar Memorandum (UAM) and those firms who are registered with the Central Purchase Organisation or Departments/ Ministries of the Government of India for the same item/ range of products, goods or services for which the tenders have been issued.



PART -II**ESSENTIAL DETAILS OF ITEMS/ SERVICES REQUIRED****1. Schedule of Requirement and Technical Specifications of items are as under.**

S/No	Item Name	Specification				A/U	Qty	
		Item	Height	Length	Width			
1.	Modular Student Furniture (Class III & IV)	Dual Desk Table	27 inch	42 inch	16 inch	Nos	400	
		Chair	15 inch	<u>Chair Seat</u> L 15.2" x W 14.5" Chair <u>Chair Back</u> L16.5" x W 9.3 inches <u>Chair Seat Back</u> Weight – 1.7Kg (approx)				
		<u>Specification.</u> Shelf L 36.5" x W 9.5", Apron Planks L 36.5" x W 6", Gap between Top & Shelf is 4". Tray for school bag at the bottom of chair.						
		<u>Material</u> 25mm x 50mm for table, 20mm x 40mm for chair CRC Capsule pipe of 16 Gauge for Main Frame. Seat & Back made of HDPE Blow molding material MIG welded, Powder Coated Paint, Top, Shelf and Apron Planks will be made of 18mm calibrated Ply board with one side 1mm mica and matching paint on other side, edges of the top, shelves & Apron Plank will be painted with the same colour of the mica, heavy duty shoes for table and chair and hanging hooks for bag both side.						
		<u>Note.</u> Height may slightly vary and colour will be decided at the time of placing order. The items are reqd to be delivered and assembled at APS, Bathinda under the supervision of the bidder. No transportation charges will be provided for delivery and installation of items. Vendor will provide the sample of the product for approval before supplying the complete Stock. Approval is contingent upon sample compliance with specification and quality standard.						



2. **Technical and Commercial bids** will be submitted in specific formats enclosed with tender document in separate sealed envelopes marked as **Technical Bid** and **Commercial Bid for Modular Student Furniture for Classroom** at Army Public School, Bathinda. Please ensure the following: -

- (a) Technical bid will comprise of the following: -
- (i) Appendix A - Technical Specification Compliance.
 - (ii) Appendix B - Non-Disclosure Agreement Certificate
 - (iii) Appendix C - Self certificate
 - (iv) Appendix D - Certificate by the OEM
 - (v) Appendix E - Performance Bank Guarantee
 - (vi) Appendix F - Model ECS Mandate Form.
 - (vii) Appendix G - Certificate of Acceptance of Terms and Conditions (ATC) of tender/bid duly signed & stamped by vendor.
 - (viii) EMD worth - As per Para 14 of Part-1 of RFP.
 - (ix) ISO Certificate of Firm.
 - (x) Information on Bidder Profile.
 - (xi) GST/TIN Regn and Validity.
 - (xii) Copy of PAN card (The PAN number of individuals will not be acceptable)
 - (xiii) Last two years' Experience/ Past performance Certificate.
 - (xiv) Last two years Annual Turnover of Bidder.
 - (xv) IT returns of last two years and audited balance sheet duly signed by Chartered Accountant.
 - (xvi) RFP duly signed by the Bidder.
 - (xvii) Technical literature of the product being offered by the Bidder in original. Photostat copies will not be accepted.
 - (xviii) Self attested Non-Chinese certificate/ Make in India cert.
 - (xix) Only the enclosed formats in original will be used. All sheets will be submitted duly affixed with company's stamp and signature of the authorised signatory of the company. Additional sheets, duly authenticated may be attached to elucidate specific issue.

3. **Two Bid Systems.** In respect of two bid system, bidders are required to furnish clause by clause compliance of specifications bringing out clearly the deviations from specifications, if any. The bidders are advised to submit the compliance statement as per

Appx 'A' along with technical bids.



4. **Delivery Period.** Delivery period for supply of items and installation of items would be 45 days from the effective date of contract. Please note that the contract can be cancelled unilaterally by the Buyer in case items are not received within the contracted delivery period. Extension of the contracted delivery period will be at the sole discretion of the Buyer, with applicability of Liquidated Damages (LD) clause.

5. **Consignee Details:**

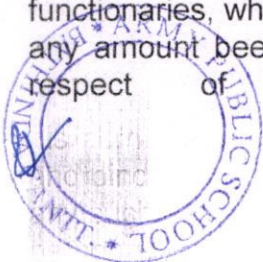
Maj Rashmi Prakash (Retd)
Principal
Army Public School
Bathinda Mil Stn



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. BIDDER 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 signature of both the parties on the contract (effective date) and shall remain valid until the completion of the obligation of the parties under the contract. The deliveries, 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 questions arising out of, or relating to the contract or relating to construction or performance, which cannot be settled amicably, may be resolved through arbitration. The standard clause of arbitration is as per Forms DPM-7, DPM-8 and DPM-9 (Available in MoD website and can be provided on request).
4. **Penalty for use of Undue Influence.** The Bidder 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 disfavour 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 Bidder or any one employed by him or acting on his behalf (whether with or without the knowledge of the Bidder) or the commission of any offers by the Bidder or anyone employed by him or acting on his behalf, as defined in the Prevention of Corruption Act, 1988 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 Bidder and recover from the Bidder 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 Bidder. Giving or offering of any gift, bribe or inducement or any attempt at any such act on behalf of the Bidder 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 Bidder to such liability/ penalty as the Buyer may deem proper, including but not limited to termination of the contract, imposition of penal damages, forfeiture of the Bank Guarantee and refund of the amounts paid by the Buyer.
5. **Agents/Agency Commission.** The Bidder confirms and declares to the Buyer that the Bidder 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 Bidder; nor 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 Bidder 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 bidder 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 Bidder will be liable to refund that amount to the Buyer. 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 Bidder who shall in such an event be liable to refund all payments 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 school.

6. **Access to Books of Accounts.** In case it is found to the satisfaction of the Buyer that the Bidder 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 Bidder, on a specific request of the Buyer, shall provide necessary information/ inspection of the relevant financial documents/information.

7. **Non-Disclosure of Contract Documents.** Except with the written consent of the Buyer/ Bidder, other party shall not disclose the contract or any provision, specifications, plan, design, pattern, sample or information thereof to any third party.

8. **Liquidated Damages.** In the event of the Bidder's failure to submit the bonds, Guarantees and documents, supply the stores/goods and conduct trials, installation of equipment, training etc as specified in this contract, the Buyer may, at his discretion, withhold any payment until the completion of the contract. The BUYER may also deduct from the BIDDER as agreed, liquidated damages to the sum of 0.5% of the contract price of the delayed/undelivered stores/services mentioned above for every week of delay or part of a week, subject to the maximum value of the Liquidated Damages being not higher than 10% of the value of delayed stores.

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

- (a) The delivery of the material is delayed for causes not attributable to Force Majeure for more than **10 Days**.
- (b) The Bidder is declared bankrupt or becomes insolvent.
- (c) The delivery of material is delayed due to causes of Force Majeure by more than **10 Days** provided Force Majeure clause is included in contract.
- (d) The Buyer has noticed that the Bidder has utilised 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.

10. **Notice.** 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 FAX or registered pre-paid mail/airmail, addressed to the last known address of the party to whom it is sent.

