

RFP (TENDER BID)

Army Public School
Bathinda Mil stn
c/o 56 APO

APS/800

13 Apr 2024

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

INVITATION OF BIDS FOR PROCUREMENT OF ANTIVIRUS AND OPERATING
SYSTEM AT ARMY PUBLIC SCHOOL, BATHINDA

REQUEST FOR PROPOSAL (RFP) NO APS/800DT 13 APR 2024

1. Bids are invited on School website. Bids are invited for **Procurement of Antivirus and Operating System** at Army Public School, Bathinda (Punjab) as per items listed in Part II of this RFP.
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 |
| 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 and opening of tenders, 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 which 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.

(Mrs Garima Sharma)
Offg Principal
APS, Bathinda

Enclosures : As above



PART I : GENERAL INFORMATION

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

Ser No	Event	Date	Time
(a)	Date of Publishing of Bid (Advertisement) and Uploading of RFP on school website	14 Apr 2024	
(b)	Pre-Bid meeting	27 Apr 2024	11.00 AM
(c)	Last Date for Bid Submission	06 May 2024	Latest by 2:00 PM
(d)	Bid Opening	15 May 2024	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: Procurement of Antivirus and Operating System**" 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.** 15 May 2024 at 1100 hrs. 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 Bids on the 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 your representative.

6. **Two-Bid system.** Technical and commercial bids should be deposited in 02 separate sealed envelopes placed in third sealed envelope. Only the Technical Bid would be opened on the time and date mentioned above. Date of opening of the Commercial Bid will be intimated 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 is done by the Buyer.

7. **Forwarding of Bids.** Bids should be forwarded by Bidders under their original memo/ letter pad inter alia furnishing details like GST number, Bank address with EFT Account if applicable, etc and complete postal, contact Number & e-mail address of their office.

8. **Clarification regarding contents of the RFP.** A prospective bidder who requires clarification regarding the contents of the bidding documents shall notify to the Buyer in



writing about the clarifications sought not later than 07 (seven) days prior to the date of opening of the Bids.

09. **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 and such signed confirmation should reach the purchaser not later than the deadline for submission of bids. No bid shall be modified after the deadline for submission of bids. No bid may be withdrawn in the interval between the deadline for submission of bids and expiration of the period of bid validity specified. Withdrawal of a bid during this period will result in Bidder's forfeiture of bid security.

10. **Clarification Regarding Contents of the Bids.** During evaluation and comparison of bids, the Buyer may, at its discretion, ask the bidder for clarification of his bid. The request for clarification will be given in writing and no change in prices or substance of the bid will be sought, offered or permitted. 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 delisted for the given range of items as mentioned in this RFP.

13. **Validity of Bids.** The Bids should remain valid after 60 days from the last date of submission of the Bids.

14. **Earnest Money Deposit.** Bidders are required to submit Earnest Money Deposit for an amount of Rs. 41,000/- (Rupees forty-one thousand 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 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 30th 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. 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.

(a) 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.	Nomenclature	A/U	Qty	Technical Specifications
(a)	Antivirus	Nos	04	Antivirus 10 User, Minimum subscription 3 years. (Product Features :- Ransomware Protection, Virus Protection, Browsing Protection, Phishing Protection, Safe Banking, Malware Protection, Firewall Protection, Email Protection, File Vault, Smart Parenting, Webcam Protection, Anti-Tracker, Wi-Fi Scanner, Data Breach Alert, Smart Scan, DND Mode, Performance Booster) Compatible With – MS Windows 11, MS Windows 10, (32/64-bit) with CD/DVD & Valid paper license.
(b)	Microsoft Windows 10 Pro	Nos	84	Windows 10 Professional (64-bit) Life time with Offline/Online activation CD/DVD & Valid paper license product key.

2. **Technical and Commercial bids** will be submitted on specific formats enclosed with this tender document in separate sealed envelopes marked as **Technical Bid** and **Commercial Bid** for "**Procurement of Antivirus and Operating System** at Army Public School, Bathinda. Please ensure following: -

- (a) Technical bid will comprise of following: -
- (i) Appendix A - Technical Spec Compliance.
 - (ii) Appendix B - Non-Disclosure Agreement Certificate
 - (iii) Appendix C - Self certificate
 - (iv) Appendix D - Certificate by the OEM
 - (v) EMD worth - Rs. 41,000 (Rupees Forty-one Thousand Only)
 - (vi) Certificate of Sales Tax, Income Tax and ISO 9001.
- (vii) Technical literature of the product being offered by the Bidder in original. Photostat copies are not accepted.
- (viii) Brief description about the company including projects executed with Government/Defence organizations, showing size, cost and completion details of each project.
- (ix) The Sales Tax and Income Tax registration numbers. The PAN number of individuals will not be acceptable in place of income tax registration number.
- (x) Proprietary/OEM/Authorized dealership certificate for product being offered in the technical bid from the manufacturer.
- (xi) Only the enclosed formats in original will be used. All sheets will be submitted duly affixed with companies stamp and signature of the authorised signatory of the company. Additional sheets, duly authenticated may be attached to elucidate specific issue. **All Photostat copies used for completing the quadruplicates set will be stamped and signed in ink.**



(xv) Certificate of "Non-disclosure agreement" for not divulging the name and location of unit and formation to any unauthorized person/media/open domain as per **Appendix B**.

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 specification, 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 15 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 LD clause.

5. **Consignee Details:**

Mrs Garima Sharma
Offg 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.

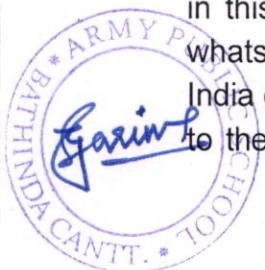
1. **Law.** The Contract shall be considered and made in accordance with the laws of the Republic of India. The contract shall be governed by and interpreted in accordance with the laws of the Republic of India.

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 question 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 offence by the Bidder 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 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 Bidder 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 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 Government of India.

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, specification, 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 BIDDERS 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 Measure for more than **Three Months** after the scheduled date of delivery.

(b) The Bidder is declared bankrupt or becomes insolvent.

(c) The delivery of material is delayed due to causes of Force Measure by more than **Three Months** provided Force Measure 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.

11. **Transfer and Sub-letting.** The Bidder has no right to give, bargain, sell, assign or sublet or otherwise dispose of the Contract or any part thereof, as well as to give or to let a third party take benefit or advantage of the present Contract or any part thereof.

12. **Patents and other Industrial Property Right.** The prices stated in the present contract shall be deemed to include all amounts payable for the use of patents, copyrights, registered charges, trademarks and payments for any other industrial property rights. The Bidder 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 Bidder shall be responsible for the completion of the supplies including spares, tools, technical literature and training aggregates irrespective of the fact of infringement of the supplies, irrespective of the fact of infringement of any or all the rights mentioned above.

13. **Amendments.** No provision of present Contract shall be changed or modified in any way (including this provision) either in whole or in part except by an instrument in writing made after the date of this Contract and signed on behalf of both the parties and which expressly states to amend the present Contract.

14. **Taxes and Duties.** The bidder shall clearly express in the bid, all the taxes, duties and levies as applicable to the quote.



PART IV: SPECIAL CONDITIONS OF RFP

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

1. **Performance Bank Guarantee (PBG).** The successful Bidder will be required to furnish a performance Guarantee by way of bank Guarantee through a public sector bank or a private sector bank authorized to conduct government business for a sum equal to 5% of the Supply Order/Contract value within 10 days of receipt of the confirmed order. Performance Bank Guarantee should be valid up to 60 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).
2. **Option Clause.** The contract will have an Option Clause, Wherein the Buyer can exercise an option to procure an additional 50% of the original contracted quantity in accordance with the same terms & conditions of the present contract. This will be applicable within the currency of contract. The Bidder is to confirm the acceptance of the same for inclusion in the contract. It will be entirely the discretion of the Buyer to exercise this option or not.
3. **Repeat Order Clause.** The Contract will have a Repeat Order Clause, wherein the Buyer can order upto 50% quantity of the items under the present contract within six months from the date of supply/successful completion of this contract, the cost, terms & conditions remaining the same. The Bidder is to confirm acceptance of this clause. It will be entirely the discretion of the Buyer to place the Repeat order or not.
4. **Tolerance Clause.** To take care of any change in the requirement during the period starting from issue of RFP till placement of the contract, Buyer reserves the right 20% plus/minus increase or decrease the quantity of the required goods upto that limit without any change in the contract, the quantity ordered can be increased or decreased by the Buyer within this tolerance limit.
5. **Payment Terms.** 100% payment to be done after Acceptance Test Procedure (ATP) (Complete testing of the project).
6. **Advance Payment.** NIL
7. **Paying Authority.**
 - (a) Principal, Army Public School, Bathinda-151004
 - (b) The payment of bills will be made on submission of the following documents by the Bidder to the Paying Authority along with the bill:-
 - (i) Ink signed copy of consignment bill/ Bidder's bill.
 - (ii) Ink signed copy of commercial invoice/Bidder's bill.
 - (iii) Copy of Supply Order/Contract with U.O. number and date of IFA's concurrence, where required under delegation of powers.
 - (iv) CRVs in duplicate.
 - (v) Inspection note.



- (vi) Claim for statutory and other levies to be supported with requisite documents/proof of payment such as Excise duty challan, Custom duty clearance certificate, Octroi receipt, etc as applicable.
- (vii) Exemption certificate for Excise duty, if applicable.
- (viii) Guarantee/ Warranty certificate.
- (ix) Performance Bank guarantee
- (x) DP extension letter with CFA's sanction, U.O number and date of IFA's concurrence, where required under delegation of powers, indicating whether extension is with or without LD.
- (xi) 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).
- (xii) Any other document/ certificate that may be provided for in the Supply Order/ Contract.
- (xiv) User Acceptance.
- (xv) Xerox copy of PBG

8. **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 Bidder shall in no event exceed the lowest prices at which the Bidder 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) If at any time, during the said period the Bidder reduces the sale price, sells or offer to sell such stores to any person/organisation including the Buyer or any Deptt, 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 bidder shall forthwith notify such reduction or sale or offer of sale to Buyer 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 Bidder.
- (ii) Sale of goods as original equipment at price lower than the prices charged for normal replacement.
- (iii) Sale of goods at lower price on or after the date of completion of sale/placement of the order of goods by the authority concerned under the existing or previous Rate Contracts as also under any previous contracts entered into with the Central or State Govt. Depts, including their undertakings excluding joint sector companies and/or private parties and bodies.

(c) The Bidder shall furnish the following certificate to the Paying authority along with each bill for payment for supplies made against the Rate contract – "We certify that there has been no reduction in sale price of the stores of description identical to the stores supplied to the Government under the contract herein and such stores have not been offered/sold by me/us to any person/organisation including the purchaser or any department of Central Government or any Department of a state Government or any Statutory Undertaking of the Central or state Government as the case may be upto the date of bill/the date of completion of supplies against all 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 (a),(b) and (c) of sub-para.

9. **Risk & Expense Clause:**

(a) Should the stores or any instalment thereof not be delivered within the time specified in the Supply Order, or if defective delivery is made in respect of the stores or any instalment thereof, the Buyer shall after granting the Bidder 30 days to cure the breach, be at liberty, without prejudice to the right to recover liquidated damages as a remedy for breach of terms and conditions, to declare the transaction as cancelled either wholly or to the extent of such default.

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

(c) In case of a material breach that was not remedied within 30 days, the BUYER shall, having given the right of first refusal to the BIDDER 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 transaction 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 Supply Order price appropriate to such default or balance shall be recoverable from the BIDDER. Such recoveries shall not exceed 40% of the value of the Supply Order.

10. **Force Majeure.** Should any Force Majeure circumstances arise, each of the parties involved in this transaction shall be excused for the non-fulfilment or for the delayed fulfilment of any of its occurrence as long as he informs the other party in writing. Force Majeure shall mean fires, floods, natural disasters or other acts, that are unanticipated or unforeseeable, and not brought about at the instance of the party claiming to be affected by such event, or which, if anticipated or foreseeable, could not be avoided or provided for, and which has caused the non-performance or delay in performance, such as war, turmoil, strikes, sabotage, explosions, quarantine restriction beyond the control of either party. A party claiming Force Majeure shall exercise reasonable diligence to seek to overcome the Force Majeure event and to mitigate the effects thereof on the performance of its obligations under this transaction.

11. **Specification.** The Bidder guarantees to meet the specifications as per Part-II of this contract and to incorporate the modifications to the existing design configuration to meet the specific requirement of the Buyer.

12. **OEM Certificate.** In case the Bidder is not the OEM, the agreement certificate with the OEM for sourcing the spares shall be mandatory.

13. **Transportation.** Seller will bear the costs and freight / necessary transportation charges to deliver the stores at consignee location as per contract.



14. **Packing & Marking.** The seller shall provide packing and preservation of the equipment and spares/goods contracted so as to ensure their safety against damage during transportation.
15. **Quality.** The quality of 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 sellers country or specifications enumerated as per RFP.
16. **Quality Assurance.** Bidder would provide the Standard Acceptance Test Procedure (ATP) within One month of this date of contract. Buyer reserves the right to modify the ATP. Bidder would be required to provide all test facilities at user 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 conforming to the current production standard and having 100% defined life at the time of delivery.
17. **Inspection Authority.** The Inspection will be carried out by Bd of Offrs. The mode of Inspection will be User Inspection.
18. **Warranty.** Except as otherwise provided in the invitation tender, the bidder hereby declares that the goods stores, sold/supplied to the Buyer under this contract shall be of the best quality and workmanship and new in all respects and shall be strictly in accordance with the specification and particulars contained/ mentioned in contract. The bidder hereby guarantees that the said goods/stores/ would continue to conform to the description and quality aforesaid for a period of **3 years** commencing from date of successful Acceptance Testing duly signed by both parties who may have inspected and/ or approved the said goods/ stores. If during the aforesaid period of 3 Years the said goods/ stores/ be discovered not to conform to the description and quality aforesaid not giving satisfactory performance or have deteriorated and the decision of the Buyer in that behalf shall be final and binding on the bidder and the Buyer shall be entitled to call upon the bidder to rectify the goods/ stores or such portion thereof as is found to be defective by the Buyer within a reasonable period, or such specified period as may be allowed by the Buyer in his discretion on application made thereof the bidder and in such an event the above period shall apply to the goods /stores rectified from the date of rectification mentioned in warranty thereof, otherwise the bidder shall pay to the Buyer such compensation as may arise by reason of the breach of the warranty therein contained.
19. **Product Support.** The seller agrees to provide product support for the stores, assemblies/sub-assemblies, fitment items and consumable/subcontracted from other agencies /OEM by the seller for a maximum of period of **10** years including **03** years of warranty period after the delivery period.
20. **Non-Chinese /Make In India Clause.** All products as given in Part-II of this contract should be Non-Chinese and preferably Make In India. Vendor should submit a certificate to this effect.



PART V - EVALUATION CRITERIA AND PRICE BID ISSUES

1. **Evaluation Criteria.** The broad guidelines per evaluation of bids will be as follows:-

(a) Only those bids will be evaluated which are found to be fulfilling all the eligibility and qualifying requirements of the RFP, both technically and commercially.

(b) In respect of Two-Bid system, the Technical Bids forwarded by the Bidders will be evaluated by the Buyer with reference to the technical characteristics of the equipment as mentioned in the RFP. The compliance of technical bids would be determined on the basis of the parameters specified in the RFP. The price bids of only those bidders will be opened whose technical bids would clear the technical evaluation.

(c) As it is a Turnkey Project, the lowest bid will be decided upon the lowest price quoted by the particular bidder as per the Price Format given at para3 below.

(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 words will be prevail for calculation of price.

(e) The lowest acceptable bid will be considered for placement of contract/ supply order after complete clarification and price negotiation as decided by the Buyer.

2. **Price Bid Format.** The Price Bid Format is given below and bidders are required to fill this up correctly with full details:- As Per Appx E

3. **Turnkey Project.** The project will be treated as a Turnkey Project and no piecemeal orders for individual items will be placed. The vendor is expected to provide all accessories required for the project to make the project functional and useable without any additional cost to the user.

4. **Vendor Qualification / Authentication Criteria.**

<u>S. No</u>	<u>Documents Requires</u>	<u>Compliance (Yes/ No)</u>	<u>Remarks</u>
(a)	PAN Card Attached		Self attested copy of all documents must be attached.
(b)	Aadhar Card Attached		
(c)	ITR for last two years Attached		
(d)	GST Registration Attached		
(e)	OEM Certificate – Compulsory		



Appendix 'A'

(Refer to Part II, Para 2 (a) (i) of Essential Details of Items/Services Required)

**"PROCUREMENT OF ANTIVIRUS AND OPERATING SYSTEM FOR AT
ARMY PUBLIC SCHOOL, BATHINDA"****TECHNICAL SPECIFICATIONS COMPLIANCE**

S.No.	Nomenclature	A/U	Qty	Technical Specifications
(a)	Antivirus	Nos	04	Antivirus 10 User, Minimum subscription 3 years. (Product Features:- Ransomware Protection, Virus Protection, Browsing Protection, Phishing Protection, Safe Banking, Malware Protection, Firewall Protection, Email Protection, File Vault, Smart Parenting, Webcam Protection, Anti-Tracker, Wi-Fi Scanner, Data Breach Alert, Smart Scan, DND Mode, Performance Booster) Compatible With – MS Windows 11, MS Windows 10, (32/64-bit) with CD/DVD & Valid paper license.
(b)	Microsoft Windows 10 Pro	Nos	84	Windows 10 Professional (64-bit) Life time with Offline/Online activation CD/DVD & Valid paper license product key.

Office Seal :

Signature of Bidder

Date : Apr 2024



Appendix 'B'
(Refer to Part II, Para 2 (a) (ii) of Essential
Details of Items/Services Required)

MUTUAL NON- DISCLOSURE AGREEMENT

This Agreement is executed at _____ on the _____ day of _____ (the "Effective date") and between Army Public School, Bathinda (Punjab) and _____ Limited, a company incorporated under the companies Act, 1956, and having its registered, office at, _____ through its Authorized signatory Mr, _____ s/o _____ aged _____ years of First PART, (Which expression unless repugnant to the context or meaning thereof shall mean and include its successors and assigns)

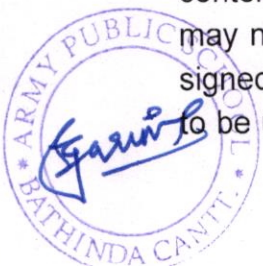
WHEREAS

1. The parties are desirous of entering into a business relationship with each other (the "Purpose").
2. During the course of such relationship both Parties may disclose certain confidential and sensitive information to each other.
3. The Parties have agreed to enter into this agreement to record their understanding in respect of the disclosure of such information.



**NOW THEREFORE IT IS HEREBY AGREED BY AND BETWEEN THE PARTIES AND
THIS AGREEMENT WITNESSETH AS UNDER:-**

1. As used herein, "confidential information" shall mean unit name, location of unit, telephone Number of unit/any appointment of unit, name of officer/ men of unit to be provided by either party ("the Disclosing Party") to the other ("the Recipient ") including all confidential information provided by the Disclosing Party to the Recipient shall remain the sole and exclusive property of the Disclosing Party.
2. The Recipient agrees that at all times it shall: (a) only disclose the Confidential Information to Recipient's employees and contractors who have written and binding non-disclosure obligations with Recipient that are as restrictive as those herein and then only for the Purpose: (b) will hold in strict confidence and not disclose to any third party the Confidential Information, except as approved in writing by the Disclosing party. Notwithstanding the above, the Recipient shall not be in violation of this clause 2 with regard to disclosure that was in response to a valid order by a court or other government body, provided that the Recipient provides the Disclosing Party with prior written notice of such disclosure.
3. The recipient shall immediately notify the Disclosing Party upon discovery of any threatened breach, actual loss, or unauthorized disclosure of the confidential Information.
4. Upon written request of the Disclosing Party, the Recipient shall promptly return to the Disclosing Party all documents regarding confidential Information or certify the destruction thereof.
5. The Parties recognize and agree that nothing contained in this Agreement shall be construed as granting any property rights to the recipient, by license or otherwise, to any confidential Information of the Disclosing Party disclosed pursuant to this Agreement, or to any invention. The Recipient shall not derive any profit from the use of the confidential Information in an unauthorized manner to the exclusion of the disclosing party.
6. The confidential Information shall not be reproduced in any form except in accordance with the provisions of this Agreement. Any reproduction of any confidential Information by the Recipient shall remain the property of the disclosing Party and shall contain any and all confidential or proprietary notice or legends, which appear on the original, unless otherwise authorized in writing by the Disclosing Party.
7. The Recipient acknowledges that its breach of the Agreement may cause irreparable damage to the Disclosing Party shall be entitled to seek injunctive relief under this Agreement, as well as such further relief as may be granted by a court of competent jurisdiction.
8. The Agreement contains the final, complete and exclusive agreement of the Parties relative to the subject matter hereof and supersedes all prior and contemporaneous understandings and agreements relating to this subject matter and may not be changed, modified, amended or supplemented except by written instrument signed by both parties. If any provision of this Agreement is found by a proper authority to be unenforceable or invalid, such provision shall be severed and the remainder of the



agreement will continue in full force and effect. Recipient hereby acknowledges that no remedy at law will afford Discloser adequate protection against or appropriate compensation for breach of Recipient's obligations under this agreement. Recipient agrees that Discloser shall be entitled to seek specific performance of Recipient's obligations.

9. Neither party will assign or transfer any rights or obligations under this Agreement without the prior written consent of the other party.

10. This agreement shall be governed by and construed in accordance with the laws of the India and the Parties hereby submit to the jurisdiction of the courts of New Delhi.

11. This agreement may not be amended except by written by both parties hereto.

12. All notice or reports permitted or required under this Agreement shall be in writing and shall be delivered by personal delivery, facsimile transmission, e-mail delivery, or by certified or registered mail, return receipt requested, and shall be deemed given upon personal delivery, five (5) days after deposit in the mail, or upon acknowledgement of receipt of facsimile transmission. Notice shall be sent to the addresses set forth at the end of this agreement or such other address as either Party may specify in writing.

13. **Term.** This Agreement shall continue in full force and effect for a term of 12 months from the Effective Date. The termination of this Agreement shall not relieve either Party of its obligations with respect to confidential information disclosed under this Agreement for a period of 5 (five) years from the Effective Date.

IN WITNESS THEREOF, the parties hereto have caused this Non- Disclosure Agreement to be executed as of the Effective Date.

For _____

For _____

By :

By :

Title :

Title :

Signature :

Signature :



Appendix 'C'

(Refer to Part II, Para 2 (a) (iii) of Essential
Details of Items/Services Required)

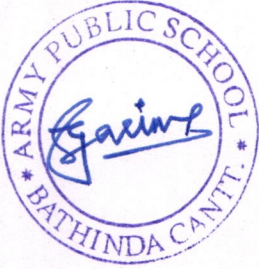
SELF CERTIFICATE

It is certified that the tenders for project "**procurement of Antivirus and Genuine Software** at Army public school, Bathinda" are being offered/supplied conforms with technical specifications as given at **Appendix 'A'**.

Company Seal

(Authorized signatory of Company)

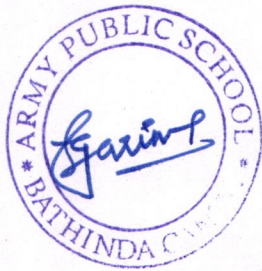
Dated: 2024



Appendix 'D'
(Refer to Part II, Para 2 (a) (iv) of Essential
Details of Items/Services Required)

CERTIFICATE BY THE OEM

M/s _____ (OEM) hereby commits that our products/service
quoted against Army Public School, Bathinda (Punjab) Tender Enquiry No
_____ dated _____ by M/s
_____ (System integrator) will be supported for a period of 3 year during
warranty irrespective of the terms and conditions between M/S _____ (OEM) and M/s
_____ (System Integrator)



(Signature and Seal of OEM)