

REQUEST FOR PROPOSAL (RFP)

**PURCHASE AND INSTALLATION OF WATER COOLERS WITH INBUILT WATER PURIFIERS
FOR ARMY PUBLIC SCHOOL BAREILLY**

Dear Sir,

1. Please reference advertisement published in local news paper Hindustan dated **18 Jun 2023**.

2. On behalf of Army Public School Bareilly, bids are invited through open tendering from reputed Regd Firms dealing in Supply & Installation of Water Coolers with inbuilt water purifiers for Army Public School Bareilly as per requirements listed in Part II of this RFP. The date of commencement is provisional and subject to change and will be notified before the commencement of work.

3. Tenders are invited from vendors having GST Number to Supply & Installation of Water Coolers with inbuilt water purifiers for Army Public School Bareilly in accordance to the specification attached as **Appendix 'B'**. Sealed tenders are invited to be dropped in the tender box on or before **28 Jun 2023 till 1200hrs**. The sealed tender will be opened by a board of officers on date and time to be intimated later.

4. General Information about the tender:-

(a) Tender reference No 1035/APS dated 17 Jun 2023.

(b) Last date and time for receipt of tender 28 Jun 2023, till 1200 hrs

(c) Time and date for opening of tenders will be intimated later.

(d) Place of opening of tenders - Senior Wing, Army Public School, Bareilly Cantt.

(e) Address for Communication - Army Public School, Bareilly Cantt - 243001.

(f) Location of tender box- Senior Wing, Army Public School, Bareilly. Only bids found in tender box.

(g) Tender conditions acceptance letter to be given compulsorily as given in **Appendix-E**

5. **Clarification Regarding Contents of the RFP.** A prospective bidder who requires clarification regarding RFP and technical issue shall be able to get the same between the start time/date and end time/date of clarification of the tender with Tender Inviting Authority (TIA) the bidders are requested to contact the Principal, Army Public School, Bareilly e-mail at apsbareillycantt@gmail.com (as provided in the tender document) during office times on working days only.

6. The tender shall be submitted in **single stage two - bid system**, of the Technical and Commercial bids.

7. Quotation shall remain valid up to 30 days from the date of opening of tender. (**Note: Bid Validity period may be increased/ decreased on a case to case basis with the approval of CFA**).

Submission/ Opening of Tenders.

8. PLEASE QUOTE OUR RFP NUMBER AND DATE OF TENDER OPENING ON SEALED COVER. FAILURE TO DO SO WILL RENDER YOUR OFFER INVALID.

Contd...2/-

(Signature of Contractor)

(Accepting Officer)

9. The Technical and Commercial bids are to be submitted in two separate sealed envelopes, duly marked as "Technical Bid as per **Appx 'A'** for RFP No.1035/APS dated **17 Jun 2023** and "Commercial Bid for RFP No. 1035/APS dated **17 Jun 2023**". The quotations are to be super-scribed with your firm's name, address and official seal and ink signed by an authorized representative of the Tenderer. Sealed Bids addressed to Principal, Army Public School, Bareilly Cantt should be dropped in tender box located at Senior Wing of Army Public School, Bareilly Cantt, or to be sent by registered post so as to reach this office by due date and time. No responsibility will be taken for postal delay or non-delivery/non-receipt of tender documents. Tenders sent by fax would not be considered.

10. Sealed quotations will be opened by a committee on due date and time. Your authorized representative can attend the tender opening.

11. To avoid any complications with regard to Late Receipt/ Non-receipt of Tenders, it may please be noted that responsibility rests with the tenderer to ensure that tenders reach this office before due date. Late quotes will be rejected outright.

12. Commercial offers will be opened only of those firms, who's Technical Offers have been found suitable after technical evaluation. Further negotiations will be made with the selected bidder (L1) as determined by the committee. The date, time and venue fixed for this purpose will be intimated separately.

13. **Earnest Money Deposit.** The bidders are required to deposit an EMD amounting of 3% of total contract value **Rs 9,750/-** with a validity of 180 days, in the form of an Account Payee Demand Draft or Fixed Deposit Receipt or Banker's Cheque or Bank Guarantee from any of the public or a private sector bank authorized to conduct government business.

14. **Requirement of Installation/Commissioning.**

(a) Delivery/installation of items shall be completed within 30 days from the date of Supply order at all three wings of Army Public School, Bareilly as directed by competent authorities. On completion of delivery, APS Bareilly will issue a certificate.

(b) Installation including acceptance testing shall be completed on the last day from the date of delivery at mentioned at Para 14 (a) above. On completion of installation including acceptance and testing. Army Public School, Bareilly will issue a certificate.

15. **Delivery Period.** Delivery period for supply of items would be as given in paragraph 14 above. 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.

16. **Liquidated Damages.** In the event of the seller's failure to submit the Bonds/ Guarantees and documents, supply the stores/ goods as specified in this contract, the buyer may, at his discretion, withhold any payment until the completion of the contract. The buyer may also deduct from the seller as agreed liquidated damages to the sum of Rs. 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 maximum value of liquidated damages being not higher than 10% of the value of delayed stores/ services.

Special Conditions.

17. **Performance Bank Guarantee.**

(a) The Bidder will be required to furnish a Performance Guarantee as per the format attached as **Appendix-C**, by way of Bank Guarantee 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 3% of the contract value within thirty days of receipt of the confirmed order or before the commencement of contract, whichever is earlier** (or within such extended time as may at the sole description of the Govt be granted to the contractor by the contract sanctioning authority).

Contd....3/-

(Signature of Contractor)

(Accepting Officer)

(b) FDR should be **valid up to 180 days beyond the date of completion of contractual obligations**. The deposit receipts should be made out in the name of APS Bareilly.

(c) Until receipt of the performance security deposit in full or in the event of the non-submission of the performance security deposit, the earnest money will be retained and considered as part of performance security deposit, and the balance amount of it, if any will be deducted from the payment or bills of the contractor by the Army Public School, Bareilly.

(d) The Officer(s) sanctioning the contract has the right to invoke the performance security deposit in case of any breach of the contract by the seller or by not delivering the stores by the due dates of the contract for any contract of the vendor operational with the school.

(e) The seller will have to refund to the school any claim under the warranty clause and other claim(s) that may arise out or under this (or other) contract (s) as soon as a demand to that effect is made by the contract sanctioning officer, failing which such claims will be recovered by adjustment against the performance security deposits. Should this sum be not sufficient to cover the full amount recoverable, the seller shall pay the remaining balance due to the government on demand or even otherwise as due.

(f) The performance security deposit as per this contract can be adjusted by the school if there is any claim whatsoever it has against the seller relating to this contract or otherwise.

(g) Performance Security Deposit or any balance thereof remaining at the end of the contract shall not be returned to the seller until their accounts have been finally settled and until seller has executed the usual 'No Demand Certificate'. The performance security deposit will be refunded to the seller only after the completion of the contract in all respect and on submission of 'No Demand Certificate' obtainable from Contract Operating Officer by the seller.

18. **Payment Terms.** 100% amount of total value of contract shall be paid to the contractor for Supply & Installation of Water Coolers with inbuilt water purifiers for Army Public School Bareilly after approval by Inspection and checking committee on receipt of purchase voucher/ bills duly supported with all documents through cheque. Bills must clearly indicate GST registration number and detailed break-up of GST, failing which the payment will not be released. 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 preferably **through RTGS/NEFT** mechanism wherever feasible or through cheques 100% of bills to Principal. Army Public School Bareilly will directly pay to the contractor through ECS/ NEFT/ Electronic transfer.

19. **Repeat Order Clause.** School may place a repeat order for same items at the same cost within six months time period from the date of supply order.

20. **Acceptance Testing.** All items will be subjected to detailed acceptance testing procedure by a Board of Officers as per scope of work for the project. The details of the procedure will be worked out jointly by the vendor and the users. The specification of the items should be in conformity with the details provided by the vendor and as per the given specifications. Any additional equipment needed for acceptance testing would be provided by the Vendor at his own cost. In case any item is found not as laid down specifications and the consignment rejected, the vendor shall remove the items from user premises at his cost. The user would issue an acceptance certificate on successful completion of acceptance testing.

21. **Mode of Payment.** One time payment through cheque after checking by a Board for specification and smooth functioning of equipments.

Contd.....4/-

(Signature of Contractor)

(Accepting Officer)

22. **Advance Payments.** No advance payment(s) will be made.

23. **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 in Seller's country or specifications enumerated. The following quality requirements to be met and dimensions of Supply & Installation of Water Coolers with inbuilt water purifiers for Army Public School Bareilly to be as per specification:-

- (a) The work to be covered by a warranty of minimum 10 years.
- (b) The material supplied in all will be new and not reused.
- (c) All installation work to include all original accessory and fitting.
- (d) All items will have to be approved before installation.
- (e) All material incorporated in the work will be brand mentioned at Commercial bid.

24. **Inspection Authority.** The inspection will be carried out by a Board of Officers on behalf of the buyer. The mode of inspection will be joint inspection.

25. **Terms and Conditions.**

- (a) The contract will be given to the selected Vendor and the price quoted must remain valid for 180 days.
- (b) The selected Vendor has to complete the work within 10 days from the date of Supply Order. This is a rate contract for a period of 180 days from the date of commencement of the contract and delivery at school premises.
- (c) The school authorities have right to terminate the contract in case of unsatisfactory quality and quantity or any other dispute and no claim whatsoever shall be admissible to the contractor on this account.
- (d) The Vendor will obey and observe the instructions issued by Principal, Army Public School, Bareilly, Purchase Committee or Competent Authority.
- (e) It must be noted that only Courts in Bareilly have jurisdiction to entertain any proceedings related to this contract whether during pendency or after expiry/ termination.
- (f) The delivery/ installation of material are delayed due to causes not attributable to Force Majeure clause for more than seven days after the scheduled date of delivery.
- (g) The contractor is declared bankrupt or becomes insolvent or in any other way fails to perform or observe any condition of the contract.
- (h) The delivery of material is delayed due to causes of Force Majeure by more than six months.
- (j) The Buyer has noticed that the contractor has utilised the services of any Indian/ Foreign agent in getting this contract and paid any commission to such individual/ company etc.

Pre-Bid Conference

26. All clarifications are to be resolved in the Pre-Bid Conference along with a sample to be provided to the school on **26 Jun 2023** at Principal office, Army Public School, Bareilly, prior to submission of bids. No revision of Commercial Bid would be permitted after opening of the Technical Bid.

Contd.....5/-

(Signature of Contractor)

(Accepting Officer)

Commercial Bid

27. The Commercial bid is to be submitted strictly in accordance with **Appendix-B** to this tender enquiry. The Commercial bid once opened, will not be subjected to unilateral revision by the firm, unless the firm is called for price negotiations specifically and asked to justify the rates.

Conditions under which this RFP is issued.

28. This RFP is being issued with no financial commitment and school reserves the right to change or vary any part thereof at any stage. The school reserves the right to reject any or all of the offers without assigning any reason whatsoever. The school also reserves the right to withdraw the RFP, if necessary at any stage.

29. **Photographs.** Two copies of passport size photographs of the Sole Proprietor / all partners of the Firm, as applicable, duly attested (To be fwd by L1 Vendor post negotiation only).

30. **Time and Date for Opening of Bids.** **28 Jun 2023 at 1200 hours.** 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 authority inviting RFP.

31. **Location of the Tender Box.** APS, Bareilly, UP, 243001. Only those Bids that found in the tender box will be opened.

32. **Place of Opening of the Bids.** **Senior Wing, Army Public School Bareilly,** the Bidders may depute their representatives, duly authorized in writing, to attend the opening of bids on the due date and time. Rates quoted by all vendors will be read out in the presence of the representatives of all the Contractors. This event will not be postponed due to non-presence of your representative.

33. **Clarification Regarding Contents of the RFP.** A prospective bidder who requires clarification regarding e-tendering process, RFP and technical issue shall be able to get the clarification between the Clarification start time/ date and clarification end time/ date with Tender Inviting Authority (TIA) the bidders are requested to contact the APS e-mail at apsbareillycantt@gmail.com (as provided in the tender document) during office times on working days only.

34. **Rejection of Bids.** Canvassing by the Contractor in any form, unsolicited letter and post-tender correction may invoke suspension from being eligible to submit bids / proposals for the entire contractual year / period of contract for which the bids have been invited through this tender. Conditional tenders will be rejected.

35. **Earnest Money Deposit (EMD).** Bidders are required to submit the Earnest Money Deposit (EMD), as per Government of India, Ministry of Finance, Department of Expenditure, Procurement Policy Division, Office Memorandum No F.9/4/2020-PPD dated 12 Nov 2020. However, the certificate of "Bid Security Declaration" alongwith EMD, will be submitted by the firms, as given at **Appendix - D.**

36. **Risk & Expense Clause.**

(a) The Contract Operating Officer may reject the supplies in whole or in part if in his opinion they are not, in all respects, in accordance with the contract.

(b) Seller shall not charge or be paid for supplies rejected as per provisions contained herein, and such supplies shall be removed by seller at his own expense.

(c) Seller shall neither claim nor be entitled to payment for any damage due to rejected supplies.

Contd.....6/-

(Signature of Contractor)

(Accepting Officer)

37. **Force Majeure Clause.**

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

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

38. **Option Clause.** To take care of any change in the requirement during the period of the Contract, the Buyer reserves the right to place orders for additional quantity up to a maximum of 100% of the originally contracted quantity at the same rate and terms of the contract.

39. **Transportation.** The stores shall be delivered CIP (Carriage and Insurance Paid) destination at Army Public School Bareilly as per work order mentioned. The seller will bear the costs and freight necessary to bring the goods to the port of destination. The seller will contract for insurance and pay the insurance premium.

40. Please acknowledge receipt.

Thanking you,

Yours faithfully

(Signature of contractor)

(Dr Sarita Sirohi)
Principal

TECHNICAL BID**PURCHASE AND INSTALLATION OF WATER COOLERS WITH INBUILT WATER PURIFIERS
FOR ARMY PUBLIC SCHOOL BAREILLY**

While dropping the quotation in quotation box/forward the sealed quotation, the following points to be taken care of :-

Ser No	Documents/Features of items	Documents produced by Vendor Yes/No	Remarks
(a)	Certificate of experience in Supply & Installation of Water coolers & Water Purifiers.		
(b)	Certificate of firm's registration for GST, excise and TIN.		
(c)	ITCC for last two years		
(d)	DD of Rs 9,750/- refundable as EMD		
(e)	Certificate for acceptance of terms & conditions mentioned in RFP.		

Consignees Details:**The Principal**

Army Public School, Birdwood Lines,
Bareilly Cantt - Pin -243001.

Date : Jun 2023

(Signature of the Authorized Signatory Company's Seal)

COMMERCIAL BID**PURCHASE AND INSTALLATION OF WATER COOLERS WITH INBUILT WATER PURIFIERS
FOR ARMY PUBLIC SCHOOL BAREILLY**

S No	Nomenclature	A/U	Qty	Rate	Amount
1.	Supply & Installation of Stainless Steel frame Water Cooler with inbuilt water purifiers of 400 Ltr/ hrs storage cooling capacity including all accessories and installation point (Plinth Area).	Nos	03	Rs._____	
2.	Supply & Installation of 7 stage Water Purifier with 20" Stainless Steel Stand of 100 Ltr/ hrs capacity including all accessories.	Nos	08	Rs._____	
3.	Supply & lying of CPVC pipes including all accessories such as elbow, Tee etc of required size as directed by school authority of Make- Supreme/ Finolex/ Astral/ Prince/ Ashirvad.	RM	300	Rs._____	
	Total				
	GST if any				
	Grand Total				

Note :-	(a) The work to be covered by a warranty of minimum Ten year.
	(b) All items incorporated in work must be approved before installation.
	(c) All fittings of CPVC pipes & accessories should be of brand mentioned above.
	(d) Old Materials removed will be properly handed over to Adm Supvr.
	(e) Water cooler with inbuilt water purifiers and CPVC pipe lines will be installed/ laying in all three wings of school as directed by competent authority.
	(f) Contact the school authority before quoting rates regarding scope of work.

Date : Jun 2022

(Signature and authorized company seal)

PERFORMANCE BANK GUARANTEE FORMAT

From : _____

To

The Principal, APS Bareilly

Dear Sir,

1. Whereas Principal, Army Public School, Bareilly (For and on behalf of The President of India) has entered into a contract No _____ dated (hereinafter referred to as the said contract) with M/s _____, hereinafter referred to as the "Contractor" for Execution of work in the APS Bareilly as per Part -II of the said contract to the said Contractor and whereas the Contractor has undertaken to produce a bank guarantee for 3% of total Contract value amounting to secure its obligations to the President of India. We the bank hereby expressly, irrevocably and unreservedly undertake and guarantee as principal obligors on behalf of the Contractor that, in the event that the President of India declares us that the defect will be found in the work executed according to the Contractual obligations under the aforementioned contract, we will pay you, on demand and without demur, all and any sum up to a 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 Contractor, indulgence to the Seller by you, or by any alterations in the obligations of the contractor 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 06 months from the date of acceptance of Supply Order and until all the stores and documentation have been delivered/installation 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 provide 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 _____.

Yours faithfully,

Dated :

CERTIFICATE : BID SECURITY DECLARATION

To
The President of India
Through The Principal, APS Bareilly

Dear Sir,

1. I / We hereby confirm and accept that I/ We be suspended from being eligible to submit bids/ proposals for the entire contractual year/ period of contract for which the bids have been invited through this tender, for contracts of _____ (Name of contract) at Army Public School Bareilly if I / We :-

(a) Withdraw or amend impair or derogate from the Bid in any respect within the period of validity of this tender.

(b) Having been notified of the acceptance of our tender by the buyer during the period of its validity:-

(i) Fail to furnish the Performance Security for the due performance of the contract before the deadline defined in the request for the proposal / contract document.

(ii) Fail or refuse to sign, accept / execute the contract.

2. This certificate is irrevocable.

Station :

{Signature of Tender(s)}

Dated :

(Name in Block letters)

Address _____

TENDER CONDITIONS: ACCEPTANCE LETTER

To,

The Principal
Army Public School
Bareilly Cantt

SUBJECT : ACCEPTANCE OF TERMS AND CONDITIONS OF TENDER

Tender Reference No: 1035/APS dated Jun 2023.

Name of the Tender/ Work. Supply & Installation of Water Coolers with inbuilt water purifiers for Army Public School Bareilly as per conditions given in RFP No 1035/APS dated Jun 2023.

Dear Sir,

1. I/ We have downloaded/ obtained the tender documents for the above mentioned Tender/ Work from as per your advertisement given in the newspaper.
2. I/ we hereby certify that I/ We have read entire terms and conditions of the tender documents enclosed with the Tender Enquiry.
3. The corrigendum(s) issued from time to time by your department/ organization too have also been taken into consideration, while submitting the acceptance letter.
4. I/ We hereby unconditionally accept the tender conditions of above mentioned tender document (s)/ corrigendum (s) in its totally/ entirely.
5. The technical bid and its enclosures as submitted in physical form as mentioned in RFP is the true copy of the documents.
6. In case any provisions of this Tender are found violated, your Department/ Organization shall be at liberty to reject this Tender / bid, including suspension of my / our Firm from being eligible to submit bids / proposals for the entire contractual year / period of contract for which the bids have been invited through this tender, and we shall not have any claim / right against the Department in satisfaction of this condition.

Yours faithfully,

Signature of the Bidder with office seal