

Tele: 020-25290084/6781

Army Public School Khadakwasla
Barrack No 03
PO NDA Khadakwasla
Pune – 411023

20/REQ/APSKH

17 Nov 2023

INVITATION OF BIDS

**FOR PROCUREMENT: PURCHASE AND INSTALLATION OF INTERACTIVE PANEL
BOARDS (SMART BOARD) WITH REQUIRED ACCESSORIES FOR CLASSROOMS AT APS
KHADAKWASLA (RFP) No. 20/REQ/APSKH DT Nov 2023**

1. Army Public School Khadakwasla hereafter referred as Buyer is interested in **PURCHASE AND INSTALLATION OF INTERACTIVE PANEL BOARDS (SMART BOARD) WITH REQUIRED ACCESSORIES FOR ARMY PUBLIC SCHOOL KHADAKWASLA.**

Your quotation in sealed cover is invited for **PURCHASE AND INSTALLATION OF INTERACTIVE PANEL BOARDS (SMART BOARD) WITH REQUIRED ACCESSORIES FOR ARMY PUBLIC SCHOOL KHADAKWASLA** as per commercial & technical Bid Format of which details given at Para II of this RFP.

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


A	Bids Queries to be addressed to	The Principal
B	Postal address for sending the Bids	Army Public School Khadakwasla Barrack No 03, PO NDA Khadakwasla, Pune – 411023
C	Name/Designation of the contact personnel	Rani Tiwari (PGT Computer Science)
D	Tele No/Mobile No. of contact personnel	020-25290084 / 9665093041
E	Email Id of the School	apskhadakwasla1@gmail.com

3. This RFP is classified into five parts which is as follows:-

- I. **Part - I.** Contains General information and Instruction for the Bidders about the RFP such as the time, place of submission and opening of tenders, validity periods of tenders etc.
- II. **Part – II.** Contains essential details of the items/services required, such as the Schedule of Requirements (SOR), capacity, Delivery Period, Mode of Delivery and Consignee details.
- III. **Part – III.** Contains Standard Condition of RFP which will form part of the contract with the successful Bidder.
- IV. **Part – IV.** Contains Special Condition applicable to this RFP and which will also form part of the contract with the successful Bidder.
- V. **Part – V.** Contains Evaluation Criteria and Format for Price Bids.

4. 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, if it become necessary at any stage.




(Kavita Kadam)
Principal
Army Public School Khadakwasla

PART - I
GENERAL INFORMATION

1. **Critical Dates:**

A	Publishing Date	17 Nov 2023
B	Seeking Clarification Start Date	17 Nov 2023
C	Clarification End Date	21 Nov 2023
D	Bid Submission Start Date	17 Nov 2023
E	Bid Submission End Date	01 Dec 2023
F	Bid opening Date	04 Dec 2023 (Tentative)

2. **Manner of Depositing Bids.** Sealed Bids should be either dropped in the Tender Box marked as Army Public School Khadakwasla or sent by registered post at the address given above so as to reach by the due date and time. Late tenders will not be considered. No responsibility will be taken for postal delay or 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. **Submission of Bids :** Technical & Commercial Bids be kept in separate envelopes, otherwise Bid may be rejected. It must be clearly mentioned on the cover as "Commercial Bids" and "Technical Bid" respectfully as applicable.

Cover-I: Technical Bids

- a) Technical Bids as per Appx 'C' (In separate envelopes).
- b) Proof of GST, PAN Card (GST number to be stamped in the quotation)
- c) OEM Certificate.
- d) Certificate of Acceptance of Standard and special condition of RFP.
- e) Certificates/Proofs as asked in Technical Bid.
- f) Copy of RFP
- g) Audit Statement of last 3 financial years.
- h) List of service centers and contact details of the same.
- i) EMD in accordance with para 14 of Part I of RFP.

Cover-II: Commercial Bids

- i) Commercial Bids Appx 'D' (In separate envelopes).

4. **Location of the Tender Box:** Only those Bids that are found in the tender box at Army Public School Khadakwasla will be opened. Bids dropped in the wrong Tender Box will be rendered invalid.
5. **Place of opening of the Bids:** The Bids will be opened by the BOO at Army Public School Khadakwasla. The Bidders may depute their representatives duly authorized in written 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 representatives of all the Bidders. This event will not be postponed even in absence of your representative.

6. **Two-Bid system:** In case of the Two-bid system, 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, Contact Number, complete postal & e-mail address of their office.
8. **Clarification Regarding Contents of the RFP:** The Bidder if requires clarification regarding the content of the bidding documents shall notify to the buyer in writing within 5 days from the date of publishing of bid. Copies of the query and clarification by the purchaser will be sent to Bidder who has received the bidding documents.
9. **Modification and Withdrawal of Bids:** A bidder may modify or withdraw his bid in case the written notice for modification or withdrawal is notified by the buyer prior to the deadline mentioned for bids. A withdrawal notice shall be sent by mail but it should be followed by a signed confirmation copy to be 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. **Reject of Bids:** Canvassing by the Bidder in any form, unsolicited letter and post tender correction may invoke summary rejection with disqualifying the firm from bidding for any contract for a period of one year from the date of notification. Conditional tenders will be rejected.
12. **Unwillingness to Quote:** Bidder 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 bidder shall be de-listed for the given range of items as mentioned in this RFP.
13. **Validity of Bids:** The Bids should remain valid for a period of 120 days from the last date of submission of the Bids.
14. **Earnest Money Deposit:** Bidders are required to submit Earnest Money Deposit (EMD 2% for 6 Months) for amount of **Rs. 44,101/- (Rupees Forty Four Thousand One Hundred & One Only)** (along with their bids. The EMD shall be submitted in the form of Fixed Deposit Receipt, or Bank Guarantee from any of the public sector banks or a private sector bank authorized to conduct government business as per Form DPM-16 (Available in MoD website and can be provided on request). EMD is to remain valid for a period of forty-five 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. EMD is not required to be submitted by those Bidders who are registered with the Central Purchase Organization (e.g. DGS&D), National Small Industries Corporation (NSIC), MSW or any Department of MoD or MoD itself. The EMD will be forfeited if the bidder withdraws or amends, impairs or derogates from the tender in any respect within the validity period of their tender.

15. **Pre-bid Conference:** Bidders are requested to compulsorily attend Pre-bid conference at Army Public School Khadakwasla. **Those who fail to attend said conference, their bids will not be considered for future evaluation.** Pre-bid Conference is scheduled on **21 Nov 2023** at Army Public School Khadakwasla. Barrack no. 03 NDA Khadakwasla, Pune-411023.

PART- II**ESSENTIAL DETAILS OF INSTALLATION OF INTERACTIVE PANEL BOARDS (SMART BOARD) WITH REQUIRED ACCESSORIES FOR CLASSROOMS**

<u>INTERACTIVE FLAT PANEL</u>	
DESCRIPTIONS	VALUE
SCREEN SIZE	75" Inch
PANEL	A GRADE
OS	Android 11.0
RAM	4 GB
ROM	32 GB
HDMI PORTS	3
TYPE C PORT	1
VGA	1
3.0 USB	3
2.0 USB	1
WiFi	YES
BLUETOOTH	YES
AUDIO IN	1
AUDIO OUT	1
RS	232
RJ	45
ANDROID & WINDOWS	YES
BRIGHTNESS	400 NITS OR MORE
CONTRAST	5000:01:00
LIFE	50000 HRS OR MORE
BUILD IN SPEAKER	15 W x 15W
MULTI TOUCH	40 POINTS
INTERACTIVE WHITE BOARD WITH FEATURES LIKE ADAPTIVE TABLE	YES
MULTI- BOARD	YES
SAVE N SHARE THROUGH QR CODE & EMAIL	YES
SPLIT SCREEN FACILITY	YES
LECTURE RECORDING	YES
WIRELESS COLLABORATION WITH MOBILE & PC	YES
WHITE BOARD & ANNOTATION	YES
WRITING METHOD	STYLUS PEN/FINGER/PALM
REMOTE CTRL	YES
AUDIO RECORDING WIRELESS COLLAR MIC	YES
RESOLUTION	4 K Resolutions For Crystal Clear Visibility.
EYE CARE MODE	Eye Care Mode
INPUT PORT	Multiple Input Port
SOFTWARE	Latest Writing Software
GLASS PROTECTED	Protected With Toughened Glass
SPEAKERS	Inbuilt Speakers

OPS	I5/ 10 TH GEN /8GB RAM/ 256SSD, WITH WINDOWS 11
RECORDING	Recording Of Audio Of Teacher As Well As Only Contents Being Written By Him/Her On The Panel
WALL MOUNT BRACKET	Wall Mount Bracket (Supplied With Panel) Protective Cabinet For 75" Only :- For Extra Protection To Panel, Lockable Cabinets Are Available Having Movable Shutter Which May Be Used As Normal White Board Also When Cabinet Is Closed
GUARANTEE & WARRANTY	3 Years Or More
TRANSPORTATION & INSTALLATION	Scope Of Work Includes Delivery Of Material Up To The Serviceable Location, Mounting The Panel On Wall With The Help Of Our Supplied Hardware And Testing

1. **Two-Bid System:** In respect of Two-bid system, Bidders are required to furnish clause by clause compliance of specifications and provide the deviations from specification clearly, if any. The Bidders are advised to submit the compliance statement along with Technical Bid.
2. **Technical Literature:** The Bidders must enclose technical literature of the equipment indicated in the Bill of Materials for each item in proper order, duly mentioning the **Make and Model** in Technical Company's Statement. Tenders received without required information will be rejected.
3. **Bidder Turnover:** The bidder should have minimum turnover of 50 Lakhs per annum recorded in last three years. Bidders are required to attach last three financial years (2020-2021, 2021-2022, 2022-2023) balance sheet and ITR duly approved by the CA.
4. **Experience:** Bidder must have supplied same / similar type of item in any defence organisation school and others in last five years. A Certificate issued by the competent authority of the same to be produced by the seller for the previous work payment receipts.
5. **Service Centres:** Onsite service required within stipulated time irrespective of the location of service centres in accordance with para 19 of Part IV of RFP.
6. **Delivery Period:** Within 30 days of placement of work order/signing of contract as applicable. Contract can be cancelled unilaterally by the Buyer in case items are not received within the contracted delivery period. Extension of contracted delivery periods will be at the sole discretion of the Army Public School Khadakwasla with applicability of LD clause.
7. **Scope of work:** The project involves the supply, installation, commissioning and testing of the **INTERACTIVE PANEL BOARDS (SMART BOARD) WITH REQUIRED ACCESSORIES** at Army Public School Khadakwasla Pune. The Army Public School Khadakwasla Pune reserves the right to amend/add/delete/edit any of the items of the scope of work, which shall be binding on the successful Bidder.

8. **Training:** The vendor is required to provide free of cost training (operation, 'O' level maintenance, troubleshooting) to all nominated persons for a duration of **03** days and conduct operator level workshops for all the teachers at Army Public School Khadakwasla, post commissioning of project on the following aspects:
- a) All features must be available in the software that can be utilised for conduct of classes.
 - b) Installation, daily maintenance, trouble shooting and software patch update should be provided.
 - c) After the expiration of warranty period, a representative of the company should be available within school campus for training of teachers every year and to cater to needs of maintenance and repair.
 - d) Provision of downloading the content from internet on the interactive panels.
 - e) There must be a provision to save the files and notes on the HDD.
9. The final amount should be inclusive of all taxes, freights etc.
10. **Delays in the Suppliers Performance:** Delivery of the goods and performance of the services shall be made by the supplier in accordance with the time schedule specified by the purchaser in its purchase order. In case the supply is not completed in the stipulated delivery period, as indicated in the Purchase order, the purchaser reserves the right either to short close/or cancel this purchase order and /or recover liquidated damage charges. The cancellation or short closing of the order shall be at the risk and responsibility of the supplier and purchaser to recover the balance amount of the unsupplied ite from the defaulting vendor(s).
11. Delay by the supplier in the performance of delivery/services obligations, shall render the supplier liable to any or all of the following actions:
- a) Forfeiture of the performance security,
 - b) Imposition of liquidated damages
 - c) Termination of the contract for default.
12. **Consignee Details:** The Principal, Army Public School Khadakwasla, Barrack No 03, PO NDA Khadakwasla, Pune – 411023

PART – III
STANDARD CONDITIONS OF RFP

The Bidder is required to give confirmation of their acceptance of the standard conditions of the RFP mentioned below which will automatically be considered as part of the contract concluded with the successful bidder (i.e. Seller in the contract) as selected by the buyer. Failure to do so may result in rejection of the bid submitted by the bidder. Format of Certificate- Acceptance of Term and Conditions of the RFP is enclosed as **Appendix 'A'**.

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 in accordance with the laws of the Republic of India.
2. **Effective Date of the Contract:** Normally the contract shall come into effect on the date of signature of both the parties on the contract except when some other effective date is mutually agreed to and specifically indicated/provided in the contract. In the above case, the contract shall come into effect on the date of signing of contract.
3. **Arbitration:** All disputes or difference arising out of or in connection with the contract shall be settled by bilateral discussion. 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 will be provided on request).
4. **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 for bearing 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 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 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 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 seller confirms and declares to the buyer that the seller is the original manufacture 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 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 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 compensations to the seller 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 contract 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 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.
7. **Non-Disclosure of contract Documents:** Except with the written consent of the buyer/seller other party shall not disclose the contract or any provision, specification, plan, design, pattern, sample or information thereof to any third party.
8. **Liquidated Damages:** 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, training etc as specified in this contract. The buyer may at his discretion with hold any payment until the completion of the contract, The buyer may also deduct from the Seller 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 **2 months** after the date of issue of supply order.
 - b) The seller is declared bankrupt or become insolvent.
 - c) The delivery of material is delayed due to cause of Force Majeure by more than **3 months** provided Force Majeure clause is included in contract.
 - d) The buyer has noticed that the seller 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.
 - f) Commandant, NDA has all right reserved regarding this tender.
10. **Notices:** Any notice required or permitted by the contract shall be written in the English language and may be delivered personally or may be sent by FAX or registered pre-paid mail/airmail, addressed to the last known address of the party to whom it is sent.

- 11. Patents and other Industrial Property Rights:** The prices stated in the present Contract shall be deemed to include all amounts payable for the use of patents, copyrights, registered charges, trademarks and payments for any other intellectual 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 software tools 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.
- 12. 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 thereof.
- 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. GST:** As applicable, Bidder must indicate the relevant GST likely to be paid in connection with delivery of complete goods and services specified in RFP.

PART - IV
SPECIAL CONDITIONS OF RFP

The bidder is required to give confirmation of their acceptance of special condition of the RFP mentioned below which will automatically be considered as part of the contract concluded with the successful bidder (i.e. seller in the contract) as selected by the buyer. Failure to do so may result in rejection of bid submitted by the bidder.

1. **Performance Guarantee:** The 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 (ICICI Bank Ltd., Axis Bank Ltd or HDFC Bank Ltd.) for a sum equal to 5% of the contract value within 30 days of receipt of the confirmed order. Performance Bank Guarantee should be valid up to 60 days beyond the date of warranty (For 38 months). The specimen of PBG is given in Form DPM-15 (Available in MoD website and can be provided on request).
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/EFT 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 following terms, on production of the requisite documents.
3. 100% payments will be processed on acceptance / satisfactory installation and operation of Interactive Panel and inspection of the Interactive Panel by inspection BOO.
4. **Advance Payments:** No advance payment(s) will be made, however, 100% Payment will be made after the completion of project in all respects.
5. **Paying Authority:** The Principal, Army Public School Khadakwasla.
(a). (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 along with the bill:
 - i. Ink-signed copy of contingent bill / Seller's bill.
 - ii. Ink-signed copy of Commercial invoice / Seller'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. Guarantee / Warranty certificate.
 - vii. Performance Bank Guarantee / Indemnity bond where applicable.
 - viii. 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).
 - ix. Any other document / certificate that may be provided for in the Supply Order / Contract.
 - x. User Acceptance.
 - xi. Xerox copy of PBG.

(**Note** – From the above list, the documents that may be required depending upon the peculiarities of the procurement being undertaken, may be included in RFP)

6. **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) If at any time, during the said period the Seller 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 shall forthwith notify such reduction or sale or offer of sale to the Director general of Supplies & Disposals 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 lower than the prices charged 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 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 Seller 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 (ii) above details of which are given below - ”.

9. **Risk & Expense Clause.** Should the items / goods not supplied within the time or times specified in the contract documents i.e. beyond 48 hours, or if unsatisfactory work is done, 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/penalty as a remedy for breach of contract, to declare the contract as cancelled either wholly or to the extent of such default.

10. 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 outsource the services from any other source as he thinks fit, to make good :-

(a) Such default.

(b) In the event of the contract being wholly determined, the balance of the work remaining to be completed there under.

11 **Specification Clause:** The following specification clause will form part of the contract placed on successful bidder – The seller guarantees to meet the specifications as per Part-II of RFP and to incorporate the modifications to the existing design configuration to meet the specific requirement of the buyer services as per modifications/requirements recommended after the Maintenance Evaluation Trials. All technical literature and drawing shall be amended as the modifications by the seller before supply to the buyer. The seller, in consultation with the Buyer, may carry out technical up-gradation/alterations in the design, drawings and specifications due to change in manufacturing procedures, indigenization or obsolescence. This will, however, not in any way, adversely affect the end specifications of the equipment. Changes in technical details, drawings repair and maintenance techniques along with necessary tools as a result of up-gradation/alterations will be provided to the buyer free of cost **within 60 days** of affecting such up-gradation/alterations.

12 **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.

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

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

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

13. **OEM Certificate:** In case the bidder is not the OEM, the agreement 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 vendors subject to quality certification. Certificate to be attached with Bid.

14. **Buyer Furnished Equipment:** To be provided by the Buyer at his expense to the Seller:

15. **Packing and Marking:** The following Packing and Marking clause will form part of the contract placed on successful Bidder –

a. The Seller shall provide packing and preservation of the equipment and spares/goods contracted 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 containers, 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, tool and accessory shall be packed in separate 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 contracted is less than six then tag shall be affixed to complete quantity contracted of the item. The cartons shall then be packed in packing cases as required.

- i. Part Number :
- ii. Nomenclature :
- iii. Contract annex number :
- iv. Annex serial number :
- v. Quantity contracted :

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 colour.

e. The Seller shall mark each package with indelible paint in the English language as follows:-

- i. EXPORT
- ii. Contract No. -----
- iii. Consignee -----
- iv. Port / airport of destination -----
- v. Ultimate consignee -----
- vi. SELLER -----

- vii. Package No. -----
- viii. Gross/net weight : -----
- ix. Overall dimensions/volume : -----
- x. The Seller's marking.

f. If necessary, each package shall be marked with warning inscriptions: <Top>, "Do not turn over", category of cargo etc.

g. Should any special equipment be returned to the Seller by the Buyer, the latter shall provide normal packing, which protects the equipment and spares/goods from the damage of deterioration during transportation by land, air or sea. In this case the Buyer shall finalize the marking with the Seller.

16. **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 RFP 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 inter changeability certificate along with the changed part numbers wherein it should be mentioned that item would provide as much life as the original item.

17. **Quality Assurance:** Seller would provide the standard Acceptance Test Procedure (ATP) within 10 days after completion of installation of Interactive panel board. Buyer reserves the right to modify the ATP. Seller would be required to provide all test facilities 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.

18. **Inspection Authority:** The Inspection will be carried out by authorization nominated. The mode of Inspection will be Departmental Inspection / User Inspection / Joint Inspection / Self-certification.

19. **Warranty.**

- a. (i) The equipment shall be covered under warranty for any defects for a period of Three years. The bidder will rectify the complaints within 02 working days of complaint being registered. The complaint can be registered via Phone call/ Whatsapp/Fax/E-mail or any other electronic mode.
- (ii) If within the period of warranty, the goods are reported by the buyer if failed to perform as per the specifications, the seller shall either replace or rectify the same free of charge, within a maximum period of 02 working 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.

- (iii) 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 0.5% of the warranty period.

OR

- b. i. The Seller warrants that the goods supplied under the Supply Order conform to technical specifications prescribed and shall perform according to the said technical specifications.

- ii. The Seller warrants for a 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 Supply Order and each component used in the manufacture thereof shall be free from all types of defects/failures. The warranty commences from date of commissioning of last system.

- 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 shall 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 not more than 0.5% on 24 hrs basis within the warranty period.

- v. Seller shall associate technical personnel of 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 of the warranty period, the complete equipment shall be replaced free of cost by the Seller within a stipulated period of 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 Supply Order, the Seller undertakes that the warranty period for the goods/stores shall be extended to that extent.

viii. The Seller will guarantee the shelf life of **(03)** years under the Indian tropical condition.

20 **Product Support:** The following product support clause will form part of the contract placed on successful Bidder –

(a) The Seller agrees to provide product support for the stores, assemblies/subassemblies, fitment items and consumables, Special Maintenance Tools (SMT) Special Test Equipments (STE), all software's subcontracted from other agencies/manufacture by the Seller for a maximum period of **Three** years including **Three** years of warranty period after the delivery of **INSTALLATION OF INTERACTIVE PANEL BOARDS (SMART BOARD) WITH REQUIRED ACCESSORIES.**

(b) The Seller agrees to undertake Maintenance Contract for a maximum period of **36 months**, extendable till the complete Engineering Support Package is provided by the Seller.

(c) In the event of any obsolescence during the above mentioned period of product support in respect of any component or sub-system, mutual consultation between the Seller and Buyer will be undertaken to arrive at an acceptable solution including additional cost, if any.

(d) Any improvement/modification/ up gradation being undertaken by the Seller or their sub suppliers on the stores/equipment being purchased under the Contract will be communicated by the Seller to the Buyer and, if required by the Buyer, these will be carried out by the Seller at Buyer's cost.

(e). The Seller agrees to provide an Engineering Support Package as modified after confirmatory Maintenance Evaluation Trials (METs). The SELLER agrees to undertake the repair and maintenance of the equipment, SMTs/STEs test set up, assemblies/sub assemblies and stores supplied under this contract for a period of **Three** years as maintenance contract as specified or provision to complete Engineering Support Package to the Buyer whichever is later, as per terms and conditions mutually agreed between the Seller and the Buyer.

(f). **Mode of Complaint Registration:-** The complaint can be registered via Phone call/ Whatsapp/Fax/E-mail or any other electronic mode.

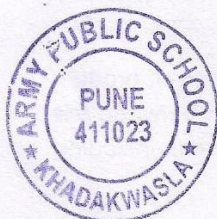
(g) **Software & license:** The seller shall give regular updates for all the software's provided during installation. The seller shall also provide necessary licences for all application software and operating system.

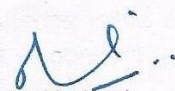
PART -V
EVALUATION CRITERIA & PRICE BID ISSUES

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 RFP.
- b. In respect of Two-Bid system, the technical Bids forwarded by the Bidders will be evaluated by the Buyer. The Price Bids of only those Bidders will be opened whose Technical Bids would clear the technical evaluation. The decision of TEC will be final..
- c. **Determination of L-1:** will be done based on total of basic prices (not including GST, duties, etc levied by Central/State/Local Governments such as GST etc on final product) offered by bidders. The Bidders are required to quote the GST amount on the total value of the items in the column as given in the BOO.
- 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.

2. **Price Bid format:** Commercial Bid Format is provided by Army Public School Khadakwasla along with this tender documents. Bidders are advised to download this RFP from school website www.apskhadakwasla.in and quote their offer in the permitted column.




(Kavita Kadam)

Principal

Army Public School Khadakwasla

TECHNICAL BID**INTERACTIVE FLAT PANEL**

DESCRIPTIONS	Specification of item offered	Compliance to RFP Specification – whether Yes/No	In case of noncompliance, deviation from RFP to be specified in unambiguous terms
SCREEN SIZE-75” Inch			
PANEL- A GRADE			
OS- Android 11.0			
RAM-4 GB			
ROM-32 GB			
HDMI PORTS -3			
TYPE C PORT-1			
VGA-1			
3.0 USB-3			
2.0 USB-1			
WiFi-Yes			
BLUETOOTH- Yes			
AUDIO IN -1			
AUDIO OUT-1			
RS-232			
RJ-45			
ANDROID & WINDOWS- YES			
BRIGHTNESS-400 NITS OR MORE			
CONTRAST-5000:01:00			
LIFE-50000 HRS OR MORE			
BUILD IN SPEAKER – 15 W x 15W			
MULTI TOUCH-40 POINTS			
INTERACTIVE WHITE BOARD WITH FEATURES LIKE ADAPTIVE TABLE - YES			
MULTI- BOARD- YES			
SAVE N SHARE THROUGH QR CODE & EMAIL- YES			
SPLIT SCREEN FACILITY- YES			
LECTURE RECORDING- YES			
WIRELESS COLLABORATION WITH MOBILE & PC- YES			
WHITE BOARD & ANNOTATION- YES			
WRITING METHOD – STYLUS PEN/FINGER/PALM			
REMOTE CTRL- YES			

AUDIO RECORDING WIRELESS COLLAR MIC-YES			
RESOLUTION – 4 K Resolution For Crystal Clear Visibility.			
EYE CARE MODE- Eye Care Mode			
INPUT PORT- Multiple Input Port			
SOFTWARE- Latest Writing Software			
GLASS PROTECTED- Protected With Toughened Glass			
SPEAKERS- Inbuilt Speakers			
OPS- I5/ 10 TH GEN /8GB RAM/ 256SSD, WITH WINDOWS 11			
RECORDING- Recording Of Audio Of Teacher As Well As Only Contents Being Written By Him/Her On The Panel			
WALL MOUNT BRACKET- Wall Mount Bracket (Supplied With Panel) Protective Cabinet For 75" Only :- For Extra Protection To Panel, Lockable Cabinets Are Available Having Movable Shutter Which May Be Used As Normal White Board Also When Cabinet Is Closed			
GUARANTEE & WARRANTY- 3 Years Or More			
TRANSPORTATION & INSTALLATION- Scope Of Work Includes Delivery Of Material Up To The Serviceable Location, Mounting The Panel On Wall With The Help Of Our Supplied Hardware And Testing			

Company seal

Authorised Signatory of Company

CERTIFICATE: ACCEPTANCE OF TERMS AND CONTITION OF TENDER

It is certificate that all the terms and condition as laid in the attached pages and anywhere in the tender and its appendices are accepted by the company and will abide by them. It is further certified that any cost incurred on additional components required completing the project would be borne by us.

Company seal

Authorised Signatory of Company

Place: _____

Date: _____

ACCEPTANCE CERTIFICATE ON INSTALLATION
SUPPLY ORDER NO: _____ DATED _____

It is certified that **INSTALLATION OF INTERACTIVE PANEL BOARDS (SMART BOARD) WITH REQUIRED ACCESSORIES FOR CLASSROOMS** at Army public school Khadakwasla mentioned in the supply order No _____ dated _____ have been satisfactorily installed and all the components have been integrated into the network environment.

Office Seal

(Kavita Kadam)
Principal
Army Public School Khadakwasla
Nov 2023

COMMERCIAL BID**PART- II ESSENTIAL DETAILS OF INTERACTIVE PANEL BOARDS (SMART BOARD) WITH
REQUIRED ACCESSORIES FOR CLASSROOMS**

Sr. No.	DESCRIPTION	Qty/ Unit	Rate per item (In Rs.)	Amt (In Rs)	GST (In Rs)	Total Amount (In Rs)
1	INTERACTIVE FLAT PANEL 75" inch <ul style="list-style-type: none"> • SCREEN SIZE • PANEL • OS • RAM • ROM • HDMI PORTS • TYPE C PORT • VGA • 3.0 USB ○ 2.0 USB • WiFi • BLUETOOTH • AUDIO IN • AUDIO OUT • RS • RJ • ANDROID & WINDOWS • BRIGHTNESS • CONTRAST • LIFE • BUILD IN SPEAKER • MULTI TOUCH • INTERACTIVE WHITE BOARD WITH FEATURES LIKE ADAPTIVE TABLE • MULTI- BOARD • SAVE N SHARE THROUGH QR CODE & EMAIL • SPLIT SCREEN FACILITY • LECTURE RECORDING • WIRELESS COLLABORATION WITH MOBILE & PC • WHITE BOARD & ANNOTATION • WRITING METHOD • REMOTE CTRL • RESOLUTION • EYE CARE MODE • INPUT PORT • SOFTWARE • GLASS PROTECTED SPEAKERS 	08 Nos				
2	AUDIO RECORDING	08 Nos				

	Wireless collar Mic					
3	OPS and Accessories:- Core i5, 10th Gen, 8GB RAM, 256 SSD (Expandable)	08 Nos				
4	Wall mount bracket (Supplied with Panel) Protective Cabinet for 75" only :- For extra protection to panel, lockable cabinets are available having movable shutter which may be used as normal white board also when cabinet is closed	08 Nos				
5	TRANSPORTATION & INSTALLATION:- Scope of work includes delivery of material up to the serviceable location, mounting the panel on wall with the help of our supplied hardware and testing	08 Nos				
	Note: Recording Audio of Teacher As Well As Only Contents Being Written By Him/Her On The Panel can be share					
	Total					
	GST %					
	Grand Total in Figures					
	Quoted Rate in Words					

Company seal

Authorised Signatory of Company

GST Seal

NOTICE INVITING TENDER

1. Bids are invited through the procurement system at URL <https://www.apskhadakwasla.in> on behalf of Principal, Army Public School Khadakwasla for **PROCUREMENT, PURCHASE AND INSTALLATION OF INTERACTIVE PANEL BOARDS (SMART BOARD) WITH REQUIRED ACCESSORIES FOR CLASSROOMS FOR APS KHADAKWASLA**

2. Schedule of Tender

A.	Tender No	20/REQ/APSKH
B.	Date of Publishing	17 Nov 2023
C.	Last Date and Time of Uploading Tender By the Tender	1 Dec 2023
D.	Estimated Cost of Tender	22,05,040/-
E.	Amount of Earnest Money Deposit	44,101/-
F.	Date and Time of Opening of Tender	04 Dec 2023
G.	Venue	Army Public School Khadakwasla

3. The tender RFP can be downloaded from school website <https://www.apskhadakwasla.in>.

4. Principal, Army Public School Khadakwasla, reserves the right to cancel the tender at any time/stage or relax/withdraw any of the terms and conditions contained in the tender documents without assigning any reason thereof. Any enquiry, before uploading of the bid shall not be entertained. In case of withdrawal of bid, the EMD will be forfeited.

ORIGINAL EQUIPMENT MANUFACTURER

This is to certify that we are OEM/Distribution/ Authorized Reseller for _____
ageing authorization no _____ dated _____ & validity up to

(Certificate Attached)