

**REQUEST FOR PROPOSAL**  
**EXPRESSION OF INTEREST FOR**  
**PROCUREMENT OF 20 x AIR CONDITIONERS (ACs)**  
**FOR THE FY 2024-2025**  
**TWO BID SYSTEM**  
**AT ARMY PUBLIC SCHOOL KAPURTHALA**

1. Bids in sealed cover are invited for supply of items listed in Part II of this RFP. Please superscribe the above mentioned Title, RFP number and date of opening of the Bids on the sealed cover to avoid the Bid being declared invalid.
2. 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 the 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 Requirements (SOR), Technical Specifications, Delivery Period 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 (Technical Bid – Annexure 'A') and Format for Price Bids (Commercial Bid – Annexure – 'B').
3. 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.

**Address & Contact:**

Army Public School  
New Military Station  
PO – Lakhan Kalan  
Kapurthala – 144601  
9797688444, 9914923104  
apskapurthala@awesindia.edu.in





Telephone : 2276 (Army)  
Mobile : 9797688444



Army Public School  
New Military Station  
PO – Lakhan Kalan  
Kapurthala – 144601

APS/ACs/Kpt

13 June 2024

**PROCUREMENT OF 20 x AIR CONDITIONERS (ACs)  
FOR ARMY PUBLIC SCHOOL, KAPURTHALA**

**Part I – General information**

1. **Last date and time for depositing the Bids.** Last date of receipt of Technical Bid and Commercial Bid is **1500 hrs** on or before **30 June 2024**. The sealed Bids (both Technical and Commercial) should be deposited/reach by the due date and time. The responsibility to ensure this lies with the Bidder.
2. **Manner of depositing the Bid.** Sealed Bids should be either dropped in the Tender Box marked as **Quotation/ Tender Box, APS Kapurthala** 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.
3. **Time and date for opening of Bids.** Technical bids will be opened at **1230 hrs** on **01 July 2024** at Army Public School, Kapurthala. Fresh dates will be intimated in case of any change. (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). The Commercial bids will be opened only in respect of technically qualified bidders.
4. **Location of the Tender Box.** Quotation/ Tender Box, placed at APS Kapurthala. 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.** Bids will be opened at APS Kapurthala. 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 representatives of all the Bidders. This event will not be postponed due to non-presence 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 TIN number, VAT/CST number, Bank address with EFT Account if applicable, etc and complete postal & 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 14 (fourteen) days prior to the date of opening of the Bids. Copies of the query and clarification by the purchaser will be sent to all prospective bidders who have received the bidding documents.
9. **Modification and Withdrawal of Bids.** A bidder may modify or withdraw his bid after submission of his signed confirmation/notice provided that the written notice of modification or withdrawal is received by the Buyer prior to deadline prescribed 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 till **30 November 2024** from the last date of submission of the Bids.
14. **Earnest Money Deposit.** Bidders are required to submit Earnest Money Deposit (EMD) for amount of **Rs 50,000/- (Rupees fifty thousand only)** along with their Technical bid. The EMD may be submitted in the form of a Bankers Cheque/demand draft from a Nationalised bank in the name Army Public School, Kapurthala payable at Kapurthala. Firms registered with NSIC/DGS&D & MSME are exempted from submission of EMD.





**Part II – Essential Details of Items/Services required**

1. **Schedule of Requirements – List of items / services required is as follows:**

Ser	Item Name	Specifications	A/U	Qty	Rem-ark
(a)	Air Conditioner	Model Type - Split Air Conditioner, Star Rating - Three Star, Gross Volume - 2 Ton, Rated Cooling Capacity - 6000/3000W, Rating Cooling Power - 1995/734W, Noise Level - 38-47db(A), Operation Mode - LCD Remote, Compressor Type - High EER, Refrigeration Gas - R32, Condenser Coil - Copper, Warranty - 10 Years on Compressor and 05 years on PCB.	Nos	20	
(b)	Voltage Stabilizer	Capacity 15 Ampere (One Air Conditioner upto 2 Ton), Working Range 170 - 270 VAC, Warranty - Three Years.	Nos	20	
(c)	Wall Mount Stand	Heavy Duty Wall Mount Stand (Pair of Brackets), Powder Coated White, Compatible with 2 Ton AC Unit, Warranty One year.	Nos	20	
(d)	Insulated Copper Pipes	Heat Insulated Connecting Copper Pipe, Plastic rubber insulation cover (with provision of 5 feet additional pipe if required, in addition to 10 Feet pipe supplied with the product)	Feet	05	

2. **Technical Details.**

- (a) Technical details with technical parameters : **Appendix 'A'**
- (b) Requirement of installation : **Yes**
- (c) Requirement of Technical documentation/ Manual : **Yes**
- (d) Requirement of Training: **Yes**

3. **Delivery Period.** The project involves delivery, installation, equalization and acoustic naturalization of the entire equipment. Any item that does not conform to the technical specifications will be removed by the vendor at his own cost and the customer reserves the right to cancel the contract. **Installation will be completed within 15 days** after placing of supply order at Army Public School, Kapurthala. Items to be supplied & installed by the firms should be of good quality which will be inspected by the board of officers.

4. **Document Requirement.** The following documents will be attached along with Technical Bid of the tender documents :-

- (a) Photocopy of GST Registration.
- (b) Photocopy copy of PAN Card.
- (c) Firm Registration Certificate.
- (d) Proprietor's Aadhaar Card.
- (e) NSIC/DGS&D & MSME Certificate.





### 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. Seller in the Contract) as selected by the Buyer. Failure to do so may result in rejection of the Bid submitted by the Bidder.

1. **Arbitration.** Any dispute, disagreement, of question arising out of relating to this contract except as to any matters, decision where of is specifically provided for this contract to be final which cannot be settled amicably shall within 60 days (or such longer period as may be mutually agreed upon) from the date of which either party informs the other in writing shall finally be settled by arbitration by the sole Arbitrator appointed by the Chairman, Army Public School, Kapurthala in accordance with the Arbitration and Conciliation Act, 1996, so that desired services are restored/provided to the end users. Pending final decision of such arbitration, the parties shall proceed diligently with the performance of the contract. The parties shall continue to perform their obligations under this contract during the arbitration proceeding except for such matters, which are the subject matter of arbitration proceedings. The arbitration shall be held at the place and time decided by arbitrator.
2. **Penalty for use of Undue influence.** Giving or offering of any gift, bribe or inducement or any attempt at any such act on behalf of the Seller towards any officer/employee of the Buyer or to any other person in a position to influence any officer/employee of the Buyer for showing any favour in relation to this or any other contract, shall render the Seller to such liability/ penalty as the Buyer may deem proper, including but not limited to termination of the contract, imposition of penal damages, forfeiture of the Bank Guarantee and refund of the amounts paid by the Buyer.
3. **Liquidated Damages.** If the vendor fails to complete in full, all deliveries in accordance with the supply order, the vendor shall pay to the Customer, liquidated damages, at the rate of one percent (1%) for each complete week or part thereof, of delay upto a maximum of ten percent (10%) of the value of supply order. Thereafter the BUYER will have right to terminate the supply order in the case of such delay beyond 10 weeks, and the buyer would have the option to complete the project from the market at the vendors risk and cost. **The mode and method of such risk purchase would be at the total discretion of the Customer - Chairman, Army Public School, Kapurthala.**
4. **Method of Payment of Liquidated Damages.** The amount charged as liquidated damages shall be deducted by the Customer from the amount due for payment to the Vendor. If the amount of such LD exceeds the payments due to the Vendor, the Vendor shall within 30 (thirty) days make payment to the Customer in full and final settlement of claims.
5. **Risk Purchase.** If the vendor fails to execute the project as per the terms & condition of the Supply Order, the customer would then have the option to complete the project from the market at the vendor's risk and cost. The terms and conditions of such risk purchase will be under the sole discretion of the customer. On termination of the warranty the vendor shall enter into AMC with Army Public School, Kapurthala, if required to do so, as per the existing terms and conditions.
7. **Transfer and Sub-letting.** The Seller has no right to give, bargain, sell, assign or sublet or otherwise dispose of the Contract or any part thereof, as well as to give or to let a third party take benefit or advantage of the present Contract or any part thereof.





8. **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 (01 month) after the scheduled date of delivery.
  - (b) The Seller is declared bankrupt or becomes insolvent.
  - (c) As per decision of the Arbitration Tribunal.
9. The cost indicated for each item should be the landed cost of items, inclusive of all taxes, levies, freight ie. Sales Tax, Custom Duty (if applicable), excise duty, carriage, installation etc. Vendor will be responsible to produce excise duty certificate in respect of all such items, whether manufactured by the vendor or otherwise. Bids mentioning taxes extra or octroi extra will be rejected.
10. **Method of Evaluation L-1 Vendor.** The L-1 Vendor will be evaluated on overall cost for the complete project including delivery, installation and configuration of all hardware and software required for the full functioning of the equipment.
11. **Taxes.** TDS will be deducted by the buyer as per Rules and Regulations of Income Tax Act 1961 as amended from time to time.
12. **Earnest Money Deposit.** Earnest Money amounting to Rs 50,000/- (Rupees fifty thousand only) will be deposited with Technical Bid in the form of a Bankers Cheque/demand draft from a Nationalised bank in the name Army Public School, Kapurthala payable at Kapurthala. Firms registered with NSIC/DGS&D & MSME are exempted from submission of EMD.
13. **Payment Terms & Conditions.** Project cost will be paid on complete delivery of equipment, successful installation and successful completion of on-site testing and training at Army Public School, Kapurthala.
14. It will be ensured that the vendor is registered under GST and has experience in supply of subject store. **Quotations received from Non GST vendors will be rejected and no claim in this regard to be entertained.**
15. **Warranty and Maintenance Backup Terms.** The vendor will undertake to provide comprehensive onsite warranty for the period as mentioned in the Bid for the complete systems to include hardware, software and peripherals, commencing on the date of successful testing as provided for by the respective OEM. During warranty, the vendor will repair/replace without any cost any equipment/part/accessory, which becomes defective except items of a consumable nature. During the warranty period all warranty benefits received by the vendor from the OEMs, for any equipment pertaining to third parties will be passed on in toto to the customer. All repairs under this clause during warranty will be carried out as provided for by the respective OEMs only with maintenance parts provided by the respective OEMs.





16. **Submission of Offers.** Quotations in sealed envelope separately for Technical Bids & Financial Bids clearly mentioning on TOP RFP Title should be offered. An offer received incomplete or ambiguous is liable to be rejected at the discretion of the customer without recourse to further clarifications. The customer also reserves the right to seek clarifications with one or more vendors if considered necessary and also not accept any offer at all in case they are not reasonably priced.

17. Any conditions/terms given in the technical or financial bids by vendors will not be binding on the customer. All the terms and conditions for the supply, delivery, testing and acceptance, payment, warranty, penalty will be as given herein and no change in any term or condition by the vendor will be acceptable. Alterations, if any, in the tender documents should be attested properly by the vendor, failing which the tender will be rejected. Vendors will not make any assumptions while submitting their bids. If required, clarifications will be sought prior to submission of bids.

18. **Bank Guarantee.** Successful vendor will be required to give **3% of the total cost of the Project** as Performance Bank Guarantee in form of a **Bank Guarantee or Demand Draft in favour of "Army Public School Kapurthala"** within seven days on receipt of supply order (**DD will be encashed by the school and amount returned to the vendor without any interest after termination of warranty period**). In case the vendor fails to honour the commitments specified during Warranty period, Bank Guarantee will become liable to be encashed.

19. The school administration has the right to cancel the expression of interest/ RFP for procurement of 20 x Air Conditioners (ACs) at any stage on the discretion of School Administration & Management Committee (SAMC) without paying any type of compensation to the vendor.





### 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. Seller in the Contract) as selected by the Buyer. Failure to do so may result in rejection of Bid submitted by the Bidder.

1. **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. It will be entirely the discretion of the Buyer to exercise this option or not.
2. **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 four 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.
3. **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 for 10% plus/minus increase or decrease the quantity of the required goods up to that limit without any change in the terms & conditions and prices quoted by the Seller. While awarding the contract, the quantity ordered can be increased or decreased by the Buyer within this tolerance limit.
4. **Payment Terms for Sellers.** It will be mandatory for the Bidders to indicate their bank account numbers and other relevant payment details along with requisite documents so that payments could be made. The payment will be made on complete delivery of equipment, successful installation and successful completion of on-site testing and training at Army Public School, Kapurthala and inspection of stores by a nominated Board of Officers detailed by the school.
5. **Advance Payments.** No advance payment(s) will be made.
6. **Force Majeure clause.**
  - (a) Neither party shall bear responsibility for the complete or partial nonperformance of any of its obligations (except for failure to pay any sum which has become due on account of receipt of goods under the provisions of the present contract), 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.
  - (d) 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.
7. **Quality Assurance.** The item should be of the latest manufacture, conforming to the current production standard and having 100% defined life at the time of delivery.





**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, 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) The Lowest Bid will be decided upon the lowest price quoted by the particular Bidder as per the Commercial Bid given at Appendix 'B' 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.
  - (e) The Lowest Acceptable Bid will be considered further for placement of contract/ Supply Order after complete clarification and price negotiations as decided by the Buyer.
  - (f) Any other criteria as applicable to suit a particular case.
2. **Technical Bid.** Appendix 'A'
3. **Commercial Bid.** Appendix 'B'

Lt Col  
Presiding Officer

**Enclosures** : Appendices 'A' & 'B'.





**TECHNICAL BID**  
**ARMY PUBLIC SCHOOL KAPURTHALA**

(Keep this Technical Bid in Separate Sealed Envelope by super scribing "Technical Bid" on it)

1. Name of Firm/ Tenderer/ Agency : \_\_\_\_\_
2. Address of the Firm/ Tenderer/ Agency: \_\_\_\_\_
3. Name of contact person with Mobile No. & Email Address: \_\_\_\_\_

4. (a) **Details of EMD (Rs 50,000/-)**

**Note:** Firms registered with NSIC/DGS&D & MSME are exempted from submission of EMD subject to production of valid Registration Certificate.

Draft No \_\_\_\_\_ Issuing Bank & Branch \_\_\_\_\_

(b) **Details of Tender Fee (Rs 500/-)**

Draft No \_\_\_\_\_ Issuing Bank & Branch \_\_\_\_\_

5. The Agency/Firm should have an experience in supply of Air Conditioners (ACs) and its accessories to organisations like govt offices, govt school, private organisations/ companies and private schools (**Note:** Enclose experience certificate/ work completion certificates/ proofs of experience).

6. The Agency/Firm should possess and enclose document requirements such as GST registration number, PAN Card number, NSIC/DGS&D & MSME Certificate etc.

Sr No	Item Name	Specifications	Compliance	Deviated		Remark
			Same	Higher	Lower	
1.	Air Conditioner	Model Type - Split Air Conditioner, Star Rating - Three Star, Gross Volume - 2 Ton, Rated Cooling Capacity - 6000/3000W, Rating Cooling Power - 1995/734W, Noise Level - 38-47db(A), Operation Mode - LCD Remote, Compressor Type - High EER, Refrigeration Gas - R32, Condenser Coil - Copper, Warranty - 10 Years on Compressor and 05 years on PCB.				
2.	Voltage Stabilizer	Capacity 15 Ampere (One Air Conditioner upto 2 Ton), Working Range 170 - 270 VAC, Warranty - Three Years.				
3.	Wall Mount Stand	Heavy Duty Wall Mount Stand (Pair of Brackets), Powder Coated White, Compatible with 2 Ton AC Unit, Warranty One year.				
4.	Insulated Copper Pipes	Heat Insulated Connecting Copper Pipe, Plastic rubber insulation cover (with provision of 5 feet additional pipe if required, in addition to 10 Feet pipe supplied with the product)				

Date:

**Signature with company stamp**

**Important Note:** Non submission of copies of proofs (Ser. 2, 3, 4, 5 & 6) and EMD (if applicable) & Tender Cost will render rejection of the technical bid.



**FINANCIAL BID - EXPRESSION OF INTEREST FOR PROCUREMENT OF 20 x AIR CONDITIONERS (ACs)  
For ARMY PUBLIC SCHOOL KAPURTHALA**

(Keep this Financial Bid in a Separate Sealed envelope by super scribing "Financial Bid" on it)

Name of Firm/ Tenderer/ Agency with Address:

To  
The Principal  
Army Public School Kapurthala  
PO Lakhn Kalan, Kapurthala – 144601, Punjab.  
Sir/ Madam,

I/We have understood the terms and conditions of the bid document. Duly agreeing to all the terms, conditions and scope of work mentioned in the bid document, we express our interest to provide the subject store and hereby quote the rates, as per details given below:-

Ser	Item	Specifications	A/U	Qty	Rate Per Unit	Total Cost	Warranty	Remark
1.	Air Conditioner	Model Type - Split Air Conditioner, Star Rating - Three Star, Gross Volume - 2 Ton, Rated Cooling Capacity - 6000/3000W, Rating Cooling Power - 1995/734W, Noise Level - 38-47db(A), Operation Mode - LCD Remote, Compressor Type - High EER, Refrigeration Gas - R32, Condenser Coil - Copper, Warranty - 10 Years on Compressor and 05 years on PCB.	Nos	20			03 Yr. Onsite	
2.	Voltage Stabilizer	Capacity 15 Ampere (One Air Conditioner upto 2 Ton), Working Range 170 - 270 VAC, Warranty - Three Years.	Nos	20				
3.	Wall Mount Stand	Heavy Duty Wall Mount Stand (Pair of Brackets), Powder Coated White, Compatible with 2 Ton AC Unit, Warranty One year.	Nos	20				
4.	Insulated Copper Pipes	Heat Insulated Connecting Copper Pipe, Plastic rubber insulation cover (with provision of 5 feet additional pipe if required, in addition to 10 Feet pipe supplied with the product)	Feet	05				
2.	Installation/ Freight or Any other charge							
3.	GST							
				<b>Total</b>				

Date:

Signature with company stamp