TENDER NOTICE
SAINIK SCHOOL KAPURTHALA (PUNJAB)- 144601
Phone No – 01822-232283, 230184

1. Sealed Tenders are invited on prescribed form from reputed manufacturers/sole authorized distributors/Govt enterprises for supply of the following items to Sainik School, Kapurthala. Tender forms along with details can be obtained on payment of Rs 500/- by hand from School on any working day till the date of opening by 1100 hrs or can be demanded by post sending a DD for Rs 560/- or downloaded from School Web Site www.sskapurthala.com Downloaded forms will be attached with Rs 500/- DD otherwise Tender Forms will be be rejected.

Note: This list of tenderers asked for is only tittle head, the detailed item & Specification under each tender head are available in the office and will be available on school website ie: www.sskapurthala.com wef ___ Jul 2022.

S No	Items Name	Earnest Money @ 2% of approx tender value	Security Deposit @ 3% of approx tender value	Approx value of tender (Annually) (In Rs.)	Last date of receipt of quotation, Samples and Date of opening Technical Bid.	Date of opening of Commercial Bid.
(a)	Track Suit with School Emblem	6000/-	9000/-	300000/-	04 AUG 2022	06 AUG 2022
(b)	Bed Covers	6500/-	9750/-	325000/-		
(d)	Readymade uniforms	14000/-	21000/-	700000/-		
(e)	Polo 'T' Shirts	5000/-	7500/-	250000/-		

2. Sealed Tender Forms to be submitted along with earnest money as mentioned against each (Refundable) for each tender, by DD in favour of "Principal Sainik School Kapurthala" payable at Kapurthala by the date of opening tender (1100 hrs) on dates stated against each item to be opened by the Tender Opening Committee on the date of opening tender at 1130 hrs in the presence of available bidders / tenderers.

3. The Principal reserves the right to accept or reject the tenders without assigning any reason. The tender of the persons/firms who have been blacklisted by the government or by the School shall not be entertained. No attribution or case in the name of any incumbent/School Personnel will be filed in any court/tribunal/body with respect of the subject Tender. Arbitration/dispute, if any will be limited/ confined to the Kapurthala District Court jurisdiction only.

PRINCIPAL

For and on behalf of
The Principal Sainik Kapurthala

(Signature of the Tenderer(s))

INVITATION OF BIDS FOR ANNUAL TENDER FOR THE YEAR 2022-23
SAINIK SCHOOL KAPURTHALA

GENERAL REQUEST FOR PROPOSAL (RFP)

1. For and on behalf of The Principal Sainik School Kapurthala, the bids are invited from bidders for supply of items as per advertisement published on____ **Jul 2022**. Tender document may be downloaded from the website of https://eprocure.gov.in Or www.sskapurthala.com. Bids in sealed cover are invited for supply of items listed in Part II of this RFP. Please super scribe the above mentioned title, and date of opening of the Bids on the sealed cover to avoid the Bid being declared invalid. **Vendors desirous of quoting their rates should attach a demand draft of Rs 500 in favour of Principal, Sainik School Kapurthala-144601, and Payable at Kapurthala towards the cost of incidental expenses.**

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

(a) **Bids/queries to be address to**. The Principal Sainik School Kapurthala Punjab-144601.

(b) **Postal Address for sending the Bids.** The Principal, Sainik School Kapurthala, , Punjab- 144601

(c) **Name/Designation of the contact personnel**. Mr Bishan Kumar, QM, Sainik School Kapurthala, Punjab- 144601.

(d) **Telephone numbers of the contact personnel**. 01822 -232283 / 01822-230184

(e) **E-mail IDs of contact personnel.** ***sskapurthala@yahoo.com***

(f) **Fax Number.** 01822 -232283

3. 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, and Construction Period etc.

(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**. Evaluation Criteria & Price Bid Issues.

4. This RFP is being issued with no financial commitment and 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 be not necessary at any stage.

5. All pages of this complete RFP have to be signed and attached with the bid.

6. All Legal jurisdictions will be at Court Kapurthala only.

7. I/We am/are in possession of a complete set of RFP issued by you, and have under

stood, and agree to abide by the above instructions as well as those contained in the contract forms. The attached RFP forms duly completed and signed are submitted herewith.

_____2022

_____
(Signature of the Tenderer(s)
with office seal if any)

For and on behalf of
The Principal Sainik Kapurthala

(Name in Block letters)
(Capacity i.e. Proprietor/partner)

1. **Forwarding of Bids.** Following documents/sample shall be physically submitted in sealed envelope (s) indicating name of the vendor and Bid For (quoted the name of item), addressed to **The Principal Sainik School Kapurthala Punjab- 144601**:-

(a) EMD – Please refer Para 13 of RFP

(b) Copy of GST Registration duly attested.

(c) Tech bid sample as per Para 3 (a) of Part I of RFP and Commercial Bid sample as per Tender Form attached with the notice.

(d) The bidders should mention Serial Numbers accordingly of all submitted samples as well as Technical Bid documents and Price Bid documents of the materials.

(e) Original memo / letter pad inter alia furnishing details like TIN number, GST/ VAT / CST number. It is mandatory to sign & put official seal on all pages of tender document.

(f) Bank address with EFT Account if applicable, etc and complete postal & e-mail address of your office. (As applicable).

2. **Last date and time for depositing the Bids.** Mentioned in the tender advertisement. The sealed Bids should be deposited / reached by the due date and time. The responsibility to ensure this lies with the Bidder. Bids should include the email-id and mobile number of the bidder. The Samples as applicable be sent by Post as well as physically .

3. **Manner of depositing the Bids:** Both technical and commercial bid duly sealed in the envelope should be either dropped in the Tender Box marked as

"TENDER BOX AT SAINIK SCHOOL KAPURTHALA"

or send by **speed post/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. The bids will be submitted manually in the following manner: -

(a) **Folder 1** will contain the Technical Bids which consists of the following documents:

(i). EMD – Please refer Para 13 of RFP.

(ii). Tender form Fee Rs 500/- for each Tender will be attached if downloaded from the School website or CPPP.

(iii). Attested copy of GST registration of firm, Pan card of Firms / Proprietor as applicable, Adhaar Card of Proprietor.

(iv). Income tax return certificate of last three Assessment years of Proprietor / Firm as applicable.

(v). Firm Name Bank Account Certificate.

(vi). Last Three year turnover cert of the firm duly certified by qualified CA for above 150% of the tender Value.

(vii). Affidavit for non-black listing / no legal litigations (Format for the same is attached as **APPENDIX 'A'** to this RFP).

(viii). Self-attested along with stamp at all pages of RFP is mandatory.

(ix). Tender Conditions Acceptance Certificate (Format for the same is attached as **APPENDIX 'B'** to this RFP).

For and on behalf of (Signature of the Tenderer(s))
The Principal Sainik Kapurthala

(x) The Technical Bid should be submitted with a Sample also.

(b) **Folder 2** will contain commercial bid as per tender form attached.

4. The Bidder will require to submit the samples on the day of tender before opening of Technical Bid.

5. On approval of the samples of respective bidder (s) as per the required specification by the BOO, the Technical bid will be opened. The bidder whose samples have not been approved, will not be able to further participate in the bid. The decision of the finalizing and accepting the sample will be solely on BOO. No representation will be entertained.

6. Further, the commercial bid will be opened after two working days from the date of opening of Technical bid.

7. **Time and date for opening of Bids:** Mentioned in the tender advertisement.(If due to any exigency, the due date for opening of Bids is declared as closed holiday, the Bids will be opened on next working day at the same time or any other day/ time, as intimated by the buyer)

8. **Location of the Tender Box: At School Main Gate of Sainik School 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.

9. **Place of opening of the Bids. At Office of Administrative Officer, Sainik School Kapurthala or any other suitable place in school campus as decided by BOO.** 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.

10. **Clarification regarding contents of the RFP.** A prospective bidder who requires clarification regarding the contents of the bidding documents shall notify to the Buyer in writing about the clarifications sought not later than 07 (seven) days prior to the date of opening of the Bids. Copies of the query and clarification by the purchaser will be sent to all prospective bidders who have received the bidding documents.

11. **Modification and Withdrawal of Bids.** A bidder may modify or withdraw his bid after submission provided that the written notice of modification or withdrawal is received by the Buyer prior to deadline prescribed for submission of bids. A withdrawal notice may be sent by fax 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.

12. **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.

13. **Rejection of Bids.** Canvassing by the bidder in any form, unsolicited letter and post-tender correction may invoke summary rejection of the tender.

14. **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 de-listed for the given range of items as mentioned in this RFP.

For and on behalf of (Signature of the Tenderer(s))
The Principal Sainik Kapurthala

15. **Validity of Bids.** The Bids should remain valid till one year from the agreement and extendable upto 3 months in case of state emergency.

16. **Earnest Money Deposit**. EMD is not required to be submitted by Bidders according to Govt of India, Ministry of Finance Office Memorandum No. F. 9/4/2020-PPD dated 12th Nov 2020. Further, In lieu of Bid Security, bidder are required to sign "Bid Security Declaration". Declaration (attached as Appx 'C') shall be compulsorily submitted alongwith the bid for such firms who are excused EMD.

17. **Security Money Deposit**. Successful bidder is to deposit the security money (@ 3% of total value of the tender (according to Govt of India, Ministry of Finance, Office Memorandum No. F. 9/4/2020-PPD dated 12th Nov 2020) within the date intimated by letter. If the bidder fails deposit the security money on due date, the bid will be treated as cancelled and tender will be awarded to next lowest (L 2) bidder.

18. **For Composite Tenders**. It has been decided that composite tenders shall be called for items where the combined estimated cost of different items is put to tender. Composite Tenders can also be called for items where the combined estimated cost put to tender is lowest one (L-1). Items of special nature like Dry Ration, Fruits, Vegetables, Sweets and Snacks etc or other items of specialised nature. Final decision of authority which approved by the Principal Sainik School Kapurthala.

19. **Submission of Samples**. Bidders will deposit true sample of items which the vendor wishes to supply of the product for which the rates have been quoted by the tenderer will be available at the time of opening the tenders at Sainik School Kapurthala duly sealed and signed by the authorized representative or proprietor of the firm.
(Note: After opening of Bids, sample as mentioned above will be retained only for L-1 Bidder. Rest of samples will be returned. If the rejected vendors fail to lift their samples within 10 days of the opening of bids, the same shall be destroyed by a Board of Officers)

20. These instructions on 'Invitation to Bid' are to be signed by you and returned alongwith your bids.

21. Rate of all items are compulsory to quote, otherwise, the bid will be rejected.

22. Tenders/Bidders will put their stamps and signatures at the end of each page of their tender form.

23. Tenders that do not comply with the above conditions are liable to be rejected.

Part II- Essential Details of items required

24. **Delivery Period.** (If applicable) **"As per Supply Order"** Delivery period for supply of item would be from the placement of supply order. Maximum duration of delivery period will be intimated by the supply order or period/work completion for the said tender would be within the given period of time as per the contract agreement. 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.

25. **INCOTERMS for Delivery and Transportation**. Vendor on whom supply order has been placed shall be required to place the requisite consignment in designated godown mutually decided by the buyer and the seller in designated lots for inspection and sampling. This shall be executed at the risk and cost of the vendor. The vendor shall offer the consignment along with self certification. The vendor shall ensure that the consignment offered is similar to all the characteristics of sample submitted at the time of tender. Transportation will be sole responsibility of the vendor including loading and unloading of supplied items. No labour will be provided by the buyer.

For and on behalf of (Signature of the Tenderer(s))
The Principal Sainik Kapurthala

26. **Consignee Details**.Principal Sainik School Kapurthala.

Part III – STANDARD CONDITIONS OF RFP

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

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

29. **Effective Date of the Contract**. The contract shall come into effect on the date of signatures of both the parties on the contract (Effective Date) and shall remain valid until the completion of the obligations of the parties under the contract. The deliveries and supplies and performance of the services shall commence from the effective date of the contract.

30. **Arbitration**. All disputes or differences arising out of or in connection with the Contract shall be settled by bilateral discussions. Any dispute, disagreement or question arising out of or relating to the Contract or relating to delivery of item or performance, which cannot be settled amicably, may be resolved through arbitration. The standard clause of arbitration is as per Forms DPM-7, DPM-8 and DPM-9 (Available in MoD website and can be provided on request). No attribution or case in the name of the incumbent will be filed in any court/tribunal/body with respect of the subject contract. All disputes / arbitration will be subject to jurisdiction of Kapurthala only.

31. **Penalty for use of Undue influence**. The supplier undertakes that he has not given, offered or promised to give, directly or indirectly, any gift, consideration, reward, commission, fees, brokerage or inducement to any person in service of the Buyer or otherwise in procuring the Contracts or forbearing to do or for having done or forborne to do any act in relation to the obtaining or execution of the present Contract or any other Contract with the Government of India for showing or forbearing to show favor or disfavor 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 Supplier or any one employed by him or acting on his behalf (whether with or without the knowledge of the Supplier) or the commission of any offers by the supplier 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 Supplier and recover from the Supplier 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 Supplier. Giving or offering of any gift, bribe or inducement or any attempt at any such act on behalf of the Supplier 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 favor in relation to this or any other contract, shall render the Supplier 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.

32. **Quality Check**. Quality of items shall must conform to the FSSAI. Stocks delivered by the dealers quoting lowest rates will be subjected to Central Food Laboratory analysis. Acceptance of stocks is subject to passing of the stocks by the Stores checking committee / LPC after due analysis.

33. **Rejection**. The following occasion will lead to rejection as per the discretion of tender inviting authority:-

(a) **Failure of Sample Drawn Post Delivery of Complete Stock.** On award of contract to successful bidder, the bidder will be bound to tender full quantity of stocks **within the specific time** as per the Supply Order. After receiving of stocks from vendor, samples will be drawn and sent to School Checking Committee. In case Commercial Sample does not confirm to the concerned and is rejected by School Checking Committee, then following actions will be taken:-

(i) Failure of the **items** tendered by the vendor/ bidder/ supplier to meet the requisite quality as mentioned in supply order in respect of **items** will result in forfeiture of the **Security Money.**

(ii) The buyer reserves the right to purchase the item from the L 2 vendor. Any additional expenditure incurred towards the same will be recovered from the forfeited **Security Money**.

(iii) BAN will be imposed on further dealings with the firm by military authorities.

(b) **Failure to Supply the Items**. In case successful lowest bidder/vendor/firm fails to supply/deliver the items after placing of supply order within the given time frame as mentioned in the supply order, the vendor/firm in addition to **forfeiture** of the **Security Money** will be **banned for further dealing** with Govt authorities and **Security Money Performance guarantee** of the firm/vendor will be forfeited.

(c) NEITHER any separate Notice will be served/ communicated to the vendor for deduction of compensation/ penalty NOR any representation will be entertained in this regard by any defaulting firm/ vendor.

(d) In case of rejection of stock tendered by the firm, it **will lift the stocks within 10 days including Sundays/ holidays** at their **own expense** else rent and allied charges as applicable will be levied. Any damage to the stock due to non lifting by the firm will be borne by the firm.

34. **Consumable Items**: - Replacement of items if received expired in the school or incase of any natural calamity / Pandemic, will be ensured the firm.

35. **Non Consumable Items** :- Defect liability period / warranty period will be of 01 year from the date of Signing of Contract. In this duration the selected vendor will be responsible to make good any defect in the items supplied by the firm.

36. **Agents / Agency Commission**. The Supplier confirms and declares to the Buyer that the supplier/Supplier is the original manufacturer of the stores/provider of the services referred to in this Contract and has not engaged any individual or firm, whether Indian or foreign whatsoever, to intercede, facilitate or in any way to recommend to the Government of India or any of its functionaries, whether officially or unofficially, to the award of the contract to the Supplier; 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 Supplier 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 Supplier 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 Supplier will be liable to refund that amount to the Buyer.

For and on behalf of
The Principal Sainik Kapurthala

(Signature of the Tenderer(s))

The Supplier will also be debarred from entering into any supply Contract with the Government of India for a minimum period of five years. The Buyer will also have a right to consider cancellation of the Contract either wholly or in part, without any entitlement or compensation to the Supplier who shall in such an event be liable to refund all payments made by the Buyer in terms of the Contract along with interest at the rate of 2% per annum above LIBOR rate. The Buyer will also have the right to recover any such amount from any contracts concluded earlier with the Government of India.

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

38. **Non-disclosure of Contract documents**. Except with the written consent of the Supplier, other party shall not disclose the contract or any provision, specification, plan, design, pattern, sample or information thereof to any third party.

39. **Liquidated Damages**. In the event of the Supplier's failure to submit the Bonds, Guarantees and Documents, supply the stores / goods and conduct trials, etc as specified in this contract, the Buyer may, at his discretion, withhold any payment until the completion of the contract. The BUYER may also deduct from the SUPPLIER as agreed, liquidated damages to the sum of 0.5% of the contract price of the delayed / undelivered stores 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.

40. **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 is delayed for causes not attributable to Force Majeure for more than (01 months) after the scheduled date.

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

(c) The construction work is delayed due to causes of Force Majeure by more than (01 months) provided Force Majeure clause is included in contract.

(d) The Buyer has noticed that the Supplier has utilized 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 Principal.

41. **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.

42. **Transfer and Sub-letting.** The Supplier 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.

43. **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 industrial property rights. The Supplier 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 Supplier shall be responsible for the completion of the supplies including spares, tools, technical literature irrespective of the fact of infringement of the supplies, irrespective of the fact of infringement of any or all the rights mentioned above.

44. **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).

45. **Taxes and Duties. In respect of Indigenous bidders.**

(a) **General**.

(i) If Bidder desires to ask for excise duty or Sales Tax / VAT /GST extra, the same must be specifically stated. In the absence of any such stipulation, it will be presumed that the prices include all such charges and no claim for the same will be entertained.

(ii) If reimbursement of any Duty / Tax is intended as extra over the quoted prices, the Bidder must specifically say so. In the absence of any such stipulation it will be presumed that the prices quoted are firm and final and no claim on account of such duty/tax will be entrained after the opening of tenders.

(iii) If a Bidder chooses to quote a price inclusive of any duty / tax and does not confirm inclusive of such duty / tax so included is firm and final, he should clearly indicate the rate of such duty/ tax and quantum of such duty / tax included in the price. Failure to do so may result in ignoring of such offers summarily.

(iv) If a Bidder is exempted from payment of any duty / tax upto any value of supplies from them, he should clearly state that no such duty / tax will be charged by him up to the limit of exemption which he may have. If any concession is available in regard to rate / quantum of any Duty / tax, it should be brought out clearly. Stipulations like, the said duty/tax was presently not applicable but the same will be charged if it becomes leviable later on, will not be accepted unless in such cases it is clearly stated by a Bidder that such duty / tax will not be charged by him even if the same becomes applicable later on. In respect of the Bidders, who fail to comply with this requirement, their quoted prices shall be loaded with the quantum of such duty/tax which is normally applicable on the item in question for the purpose of comparing their prices with other Bidders.

(v) Any change in any duty / tax upward / downward as a result of any statutory variation in excise taking place within contract terms shall be allowed to the extent of actual quantum of such duty / tax paid by the supplier. Similarly, in case of downward revision in any duty / tax, the actual quantum of reduction of such duty / tax shall be reimbursed to the Buyer by the Supplier. All such adjustments shall include all reliefs, exemptions, rebates, concession etc. if any obtained by the Supplier.

(b) **Customs Duty**.

(i) For imported stores offered against forward delivery, the Bidder shall quote prices thereof exclusive of customs duty. The Bidder shall specify separately the C.I.F. prices and total amount of customs duty payable. They will also indicate correctly the rate of customs duty applicable along with Indian Customs Tariff. Number. Customs duty as actually paid will be reimbursed on production of necessary documents i.e.

(aa) Triplicate copy of the bill of entry.

(ab) copy of bill of lading.

(ac) a copy of foreign principal's invoice.

However, if the Bidder imports the stores in question against his own commercial quota Import Licenses, he will also be required to submit in addition the triplicate copy of bills of entry etc. a certificate from his Internal Auditor on the bill itself, to the effect that the following items/quantity in the bill of entry related to the stores imported against Defence Buyer contract.

(ii) Subsequent to the reimbursement of customs duty, the Bidder will submit to the concerned Payment Authority a certificate to the effect that he has not obtained any refund of customs duty subsequent to the payment of duty to the Customs authority by him. In addition, he shall also submit to the Paying Authority concerned a certificate immediately after a period of three months from the date of payment of the duty to customs authorities to the effect that he has not applied for refund of the customs duty subsequent to the payment of duty to the customs authorities by him.

(iii) In case the Bidder obtains any refund of customs duty, subsequently to the payment of the same by him to the customs authorities and reimbursement of the customs duty to him by the Payment Authority, he should forthwith furnish the details of the refund obtained and afford full credit of the same to the Buyer.

(b) **Excise Duty**.

(i) Where the excise duty is payable on advalorem basis, the Bidder should submit along with the tender, the relevant form and the Manufacturer's price list showing the actual assessable value of the stores as approved by the Excise authorities.

(ii) Bidders should note that in case any refund of excise duty is granted to them by Excise authorities in respect of Stores supplied under the contract, they will pass on the credit to the Buyer immediately along with a certificate that the credit so passed on relates to the Excise Duty, originally paid for the stores supplied under the contract. In case of their failure to do so, within 10 days of the issue of the excise duty refund orders to them by the Excise Authorities the Buyer would be empowered to deduct a sum equivalent to the amount refunded by the Excise Authorities without any further reference to them from any of their outstanding bills against the contract or any other pending Government Contract and that no disputes on this account would be raised by them.

(iii) The Supplier is also required to furnish to the Paying Authority the following certificates:

(aa) Certificate with each bill to the effect that no refund has been obtained in respect of the reimbursement of excise duty made to the Supplier during three months immediately preceding the date of the claim covered by the relevant bill.

(ab) Certificate as to whether refunds have been obtained or applied for by them or not in the preceding financial year after the annual Audit of their accounts also indicating details of such refunds/applications, if any.

(ac) A certificate along with the final payment bills of the Supplier to the effect whether or not they have any pending appeal/protest for refund or partial refund of excise duties already reimbursed to the Supplier by the Government pending with the Excise authorities and if so, the nature, the amount involved, and the position of such appeals.

(ad) An undertaking to the effect that in case it is detected by the Government that any refund from Excise Authority was obtained by the Supplier after obtaining reimbursement from the Paying Authority, and if the same is not immediately refunded by the Supplier to the Paying Authority giving details and particulars of the transactions, Paying Authority will have full authority to recover such amounts from the Supplier's outstanding bills against that particular contract or any other pending Government contracts and that no dispute on this account would be raised by the Supplier.

(iv) Unless otherwise specifically agreed to in terms of the contract, the Buyer shall not be liable for any claim on account of fresh imposition and/or increase of Excise Duty on raw materials and/or components used directly in the manufacture of the contracted stores taking place during the pendency of the contract.

(c) **Sales Tax / VAT/GST**.

(i) If it is desired by the Bidder to ask for Sales tax / VAT /GST to be paid as extra, the same must be specifically stated. In the absence of any such stipulation in the bid, it will be presumed that the prices quoted by the Bidder are inclusive of sales tax and no liability of sales tax will be developed upon the Buyer.

(ii) On the Bids quoting sales tax extra, the rate and the nature of Sales Tax applicable at the time of supply should be shown separately. Sales tax will be paid to the Supplier at the rate at which it is liable to be assessed or has actually been assessed provided the transaction of sale is legally liable to sales tax and the same is payable as per the terms of the contract.

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

46. **Terms of Payment.**

(a) Payment through RTGS/ Cheque will be made in arrears. Payment shall be made on completion of the complete order as specified after inspection and acceptance of the stores by the BOO. The Goods to be supplied **F.O.R. at Sainik School, Kapurthala.** Submission of the duly pre-receipted and stamped bill in the prescribed form is mandatory for the payment of Bills.

(b) The Supplier shall not be entitled for any additional payment during the tenure of this contract due to subsequent increase in cost of materials, transportation costs, labour charges etc.

For and on behalf of
The Principal Sainik Kapurthala

(Signature of theTenderer(s))

47. **Penalty**. If the delivery is not carried out on a certain time or in a certain area, a penalty will be imposed proportionate to the amount worked as per contract terms and conditions plus 10% of penalty over and above the amount will be levied. If the goods / items / uniform received do not match with the quality of samples / mentioned in the Supply Order specification, the entire supply order will be liable to rejected.

Instructions to Supplier

48. The Principal, Sainik School Kapurthala shall not be responsible for any injury or loss of life that may take place while on such job. Compensation or expenditure towards treatment for such injury or loss of life shall be wholly the responsibility of the Supplier.

49. Personal bag and baggage of the contract personnel of the Supplier shall be liable for physical check both at the time of entry and exit from the establishment.

50. In case of any theft or breakage of unit property by the Supplier's personnel, the cost will be borne by the Supplier. Any breakage found prior to the date of the contract work shall be brought to the notice of **The Principal, Sainik School Kapurthala**.

51. The Supplier shall not allow or permit his workers to participate in any trade union activities or agitation in the premises of the establishment.

52. The contract shall remain valid for a period of one year from the effective date of contract. On expiry of the term, the contract may be renewed on mutual consultation by both parties, on the terms and conditions as mutually agreed to.

53. In case of any pandemic situations, if the school is closed, the items supplied will be taken back within two days by the vendor. The items supplied should have appropriate expiry period.

54. Further to the above, all terms and conditions mentioned in the contract agreement deed will have to be accepted, to the selected contractor.

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

56. **Risk & Expense Clause.**

(a) Should the item or any installment thereof not be delivered within the time or times specified in the contract documents, or if defective delivery is made in respect of the item mentioned above or any installment thereof, the Buyer shall after granting the Supplier 45 days to cure the breach, be at liberty, without prejudice to the right to recover liquidated damages as a remedy for breach of contract, to declare the contract as cancelled either wholly or to the extent of such default.

(b) Should the item mentioned in this contract or any installment thereof not perform in accordance with the specifications / parameters provided by the SUPPLIER during the check proof tests to be done in the BUYER's country, the BUYER shall be at liberty, without prejudice to any other remedies for breach of contract, to cancel the contract wholly or to the extent of such default.

(c) 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 SUPPLIER be at liberty to purchase, manufacture, or procure from any other source as he thinks fit, other stores of the same or similar description to make good:-

(d) Such default.

(e) In the event of the contract being wholly determined the balance of the stores remaining to be delivered there under.

(f) Any excess of the purchase price, cost of manufacturer, or value of any item mentioned in this contract from any other supplier as the case may be, over the contract price appropriate to such default or balance shall be recoverable from the SUPPLIER. Such recoveries shall not exceed 25 % of the value of the contract."

57. **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 Pandemic, 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.

(e) 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.

PART V – EVALUATION CRITERIA & PRICE BID ISSUES

58. **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 will be considered for award of the contract, **after price negotiations**.

(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 goods as mentioned in the RFP. The compliance of Technical Bids would be determined on the basis of the parameters specified in the RFP. The Comerical 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. All taxes and duties (including those for which exemption certificates are issued) quoted by the Bidders will be considered. The ultimate cost to the Buyer would be the deciding factor for ranking of Bids.

(d) The Bidders are required to spell out the rates of Customs duty, Excise duty, VAT, Service Tax, etc in unambiguous terms, otherwise their offers will be loaded with the maximum rates of duties and taxes for the purpose of comparison of prices. If reimbursement of Customs duty / Excise Duty / VAT/ GST is intended as extra, over the quoted prices, the Bidder must specifically say so. In the absence of any such stipulation it will be presumed that the prices quoted are firm and final and no claim on account of such duties will be entrained after the opening of tenders. If a Bidder chooses to quote a price inclusive of any duty and does not confirm inclusive of such duty so included is firm and final, he should clearly indicate the rate of such duty and quantum of excise duty included in the price. Failure to do so may result in ignoring of such offers summarily. If a Bidder is exempted from payment of Customs duty / Excise Duty / VAT/GST duty upto any value of supplies from them, they should clearly state that no excise duty will be charged by them up to the limit of exemption which they may have. If any concession is available in regard to rate/quantum of Customs duty / Excise Duty / VAT/GST, it should be brought out clearly. Stipulations like, excise duty was presently not applicable but the same will be charged if it becomes livable later on, will not be accepted unless in such cases it is clearly stated by a Bidder that excise duty will not be charged by him even if the same becomes applicable later on. In respect of the Bidders who fail to comply with this requirement, their quoted prices shall be loaded with the quantum of excise duty which is normally applicable on the item in question for the purpose of comparing their prices with other Bidders. The same logic applies to Customs duty and VAT also.

(e) If there is a discrepancy between the unit price and the total price that is obtained by multiplying the unit price and quantity, the unit price will prevail and the total price will be corrected. If there is a discrepancy between words and figures, the amount in words will prevail for calculation of price.

(f) 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. In case of Dry Ration, Fruits, Vegetables, Sweets and Snacks etc or other items specialised nature the composite tender will be given to the L-1 vendor. The Buyer also reserves the right to do Apportionment of Quantity, if it is convinced that Lowest Bidder is not in a position to supply full quantity in stipulated time.

59. The final decision of who is to be awarded the contract is left completely to The Principal, Sainik School Kapurthala.

For and on behalf of
The Principal Sainik Kapurthala

(Signature of theTenderer(s))
Date :

Appendix 'A'

(To be given on Company Letter Head)

To

The Principal
Sainik School Kapurthala
Punjab-144601

Subject: NON-BLACKLISTING CERTIFICATE

Dear Sir,

This is to certify that M/s _____ has not been blacklisted and no criminal case is pending in any Government Organization. Non-Government or Public Sector organization in India before submission of this bid document.

Yours faithfully,

Date:

(Signature of the bidder, with official seal)

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Appendix 'B'

TENDER ACCEPTANCE LETTER (To be given on Company Letter Head)

Date :

To,
The Principal
Sainik School Kapurthala
Punjab- 144601.

Subject: **Acceptance of Terms and Conditions of Tender**.

Tender Reference No.:

Name of Tender/Work:

Dear Sir,

1. I/We have downloaded/obtain the tender documents(s) from the above mentioned Tender/Work from the website(s) namely: _____
_____
as per your advertisement, given in the above mentioned website(s).

2. I/We hereby certify that I/We had read the entire terms and conditions of the tender documents (including all documents like annexure(s), schedule(s), etc.) which from part of the contract agreement and I/We shall abide hereby by the terms/conditions/clauses contained therein.

3. The corrigendum(s) issued from time to time by your 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) in its totality/entirety.

5. In case any provision of this tender are found violated, then your organization shall without prejudge to any other right or remedy be at liberty to reject this tender/bid including the forfeiture of the full said earnest money deposit absolutely.

Yours Faithfully,

(Signature of the bidder, with official seal)

Appendix 'C'

BID SECURITY DECLARATION FORM

Date_____ Tender No

To (insert complete name and address of the purchase) I/We, the undersigned, declare that
I/We understand that, according to your conditions, bids must be supported by a Bid Securing Declaration.

I/We accept that I/We may be disqualified from bidding for any contract with you for a period for one year from the date of notification if I am/We are in a breach of any obligation under the bid conditions , because I/We

(a) have withdrawn/modified/amended , impairs or derogates from the tender, my /our bid during the period of bid validity specified in the form of Bid or

(b) having been notified of the acceptance of our Bid by the purchaser during the period of bid validity (i) fail or reuse to execute the contract , if required or (ii) fail or re-use to furnish the Performance Security, in accordance with the instructions to Bidders.

I/We understand this Bid Securing Declaration shall cease to be valid if I am/we are not the successful Bidder, upon the earlier of (i) the receipt of your notification of the name of the successful Bidder or (ii) thirty days after the expiration of the validity of my/our Bid.

Signed :(Insert signature of person whose name capacity are **shown)** In the capacity of (Insert legal capacity of person signing the Bid Securing Declaration)

Name : (insert complete name of person signing the Bid Securing Declaration)

Duly authorized to sign the bid for a n on half of insert complete name of Bidder) Dated on____days of_____(insert date of signing)

Corporate Seal (Where appropriate)

(Note : In case of joint Venture, the Bid Securing Declaration must be in the name of all partners to the Joint Venture that submits the bid.)

Certified that I hereby accepts all
terms and Conditions of this RFP