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Sainik School Nalanda
 Village – Nanand
 PO - Pawapuri
 Dist - Nalanda
 Bihar - 803 115

SSNL/3007/Benches/2021/1

Date – 22 Apr 21

M/S.....

(Name of the Firm)

REQUEST FOR PROPOSAL
SUPPLY THREE SEATER STAINLESS STEEL AND WOODEN BENCHES

The Bids under Open Tender Enquiry are invited by SAINIK SCHOOL NALANDA for and on behalf of the President of India for supply of items mentioned in the Part-II of RFP. The RFP reference number is SSNL/3007/Benches/2021/1 dated 22 Apr 2021 can be viewed and downloaded from Central Public Procurement Portal (CPPP) website www.eprocure.gov.in

1. Bids in sealed cover are invited for supply of Items as listed in Part-II of this RFP. Please super scribe the above-mentioned Title and our letter reference on the sealed cover to avoid the Bid being misplaced.
2. The address and contact numbers for sending Bids or seeking clarifications regarding this RFP are given below –

(a)	RFP download website Address -	www.eprocure.gov.in
(b)	Bids/queries to be addressed to -	The Principal, Sainik School Nalanda, Village – Nanand, PO – Pawapuri, Distt – Nalanda, Bihar - 803115
(c)	Postal address for correspondence -	Same as Para 3(b) above
(d)	Name/designation of the contact person -	Principal Sainik School Nalanda, Village – Nanand, PO – Pawapuri, Distt – Nalanda, Bihar - 803115
(e)	Telephone number of the contact person -	6201750249
(f)	E-mail id of buyer	ssnl12oct2003@gmail.com

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, Delivery Period, Mode of Delivery and Consignee details.
- (c) **Part III** – Contains Standard Conditions of RFP, which will form part of the Contract with the successful Bidder.
- (d) **Part IV** – Contains Special Conditions applicable to this RFP and which will also form part of the contract with the successful Bidder.
- (e) **Part V** – Contains Evaluation Criteria and Format for Price Bids.

Certified that I hereby accepts all terms and conditions of this RFP.

Signature of Bidder with Rubber Stamp

(Ajay Chand)
 Major
 Administrative Officer
 For Principal, SS Nalanda
 For and on behalf of President of India

4. This RFP is being issued with no financial commitment. Principal, Sainik School Nalanda, the buyer reserves the right to change and vary any part thereof at any stage. Principal, Sainik School Nalanda also reserves the right to withdraw the RFP without giving any justification and intimation, if it becomes necessary at any stage.

PART I – GENERAL INFORMATION

1. **Pre-bid conference.** The Pre Bid conference for this RFP would be held at Sainik School Nalanda at **1130 hrs on 08 May 21** to discuss and firm up the technical specifications of items against this RFP. The prospective bidders are requested to attend the Pre-Bid meeting. **Attendance is compulsory in the pre bid meeting.** Bidders participating in the Pre Bid Meeting may authorize their dealers/distributors to submit bids with the authorization certificate issued by the bidders participated in the Pre Bid Meeting. **During the Pre-Bid Meeting, the school will present in front of the bidder sample of the bench already existing in the school and the same will assist the bidder in better assimilation of the product.** Any suggestion/deviation/modification/amendment in the already issued Technical Specifications of the items, provided by the bidders will be analyzed by the school, and if required, will be incorporated in the Technical Bid against this RFP. The incorporation of such amendments will be published through Corrigendum to RFP on CPPP, if required.

2. **Last Date and Time for Depositing the Bids** - **17 May 21 at 1000 hrs.**

3. **Manner of Depositing the Bids.** Bids should be submitted by Bidders under their original memo / letter pad inter alia furnishing details like GST, TIN number, VAT/CST number, Bank details (account number, IFSC/MICR code and address) for Electronic Fund Transfer, etc with complete postal & e-mail address of their office. The manual sealed Bids (both technical and Commercial) should be either dropped in the RFP Box kept at the Main Gate of Sainik School Nalanda or sent by Registered Post/Speed Post to Principal Sainik School Nalanda so as to reach to him by the due date and time. The responsibility to ensure this lies with the Bidder. The bids must be deposited/sent in the following manner:-

- (a) Bids are asked under two bid system, both technical and commercial bids are to be sealed in separate envelopes and both these envelopes are to be sealed in single large envelope.
- (b) EMD should be attached along with the technical bid in the sealed envelope and not with commercial bid.
- (c) The envelopes should be clearly marked as technical or commercial bid with date of opening and description of item.
- (d) The responsibility to ensure this lies with the Bidder.
- (e) Late bids 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
- (f) The bid envelopes should be clearly marked as **“BIDS FOR SUPPLY OF THREE SEATER STAINLESS STEEL AND WOODEN BENCHES” DUE ON 17 May 2021.”**

4. **Two Bid System.** The bids are to be provided on Two Bid System i.e. Technical bids consisting of all technical details along with commercial terms and conditions in a separate envelope and financial bid indicating item-wise price for the items mentioned in the technical bid and all other commercial terms and conditions.

- (a) The sealed technical bids only will be opened on the time and date mentioned above.
- (b) Date of opening of the Commercial Bids will be intimated after acceptance of the Technical Bids.
- (c) Commercial Bids of only those bidders/firms will be opened; who's Technical Bids are found compliant/suitable after Technical evaluation is done by the Buyer.
- (d) The price bids of qualifying firms will be opened after approval of the TEC recommendations by CFA after due verifications of the credibility and capacity of the firm.

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Signature of Bidder with Rubber Stamp

(Ajay Chand)
Major
Administrative Officer
For Principal, SS Nalanda
For and on behalf of President of India

(e) The date and time of opening of commercial bids will be intimated to qualifying firm(s) through phone / fax/email.

4. **Location of the RFP Box.** **At Main Gate, Sainik School Nalanda.** Only those Bids that are found in the RFP box or received by registered/speed post will be opened. Bids dropped in the wrong RFP Box will be rendered invalid.
5. **Place of Opening of the Bids.** **Conference Hall, Chanakya Block, Sainik School Nalanda.** The Bidders may depute their representatives, duly authorized in writing, to attend the opening of Bids on the due date and time. The bid opening date will not be postponed on the ground of non-presence of representative of bidders. Representative of bidders attending bid opening should be in possession of authority letter issued on the letter head of the firm duly signed and stamped. In case of non-production of authority letter, they would not be allowed to participate in the bid opening. The bidder/his representative can represent only one firm.
6. **Time and Date for Opening of Bids.** **18 May 21 at 1000 hrs.**
7. **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 03 (Three) days prior to the date of opening of the Bids. Copies of the query and clarification by the purchaser will be sent only to the bidders who have sought clarification on this RFP.
8. **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, which is 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 last date and time 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 (EMD).
9. **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 bought, offered or permitted.
10. **Rejection of Bids.** Canvassing by the Bidder in any form, unsolicited letter and post-bid correction will invoke summary rejection with forfeiture of EMD. Conditional bids will not be accepted and rejected without giving any reason.
11. **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.
12. **Validity of Bids.** **The Bids must remain valid for a period of 120 days from the last date of submission of the Bids.**
13. **Earnest Money Deposit (EMD).** **Bidders are required to submit Earnest Money Deposit (EMD) for an amount of Rs 1,00,000 (Rs. One Lakh only) along with their bids.** The EMD may be submitted in the form of an Account Payee Demand Draft, Fixed Deposit Receipt, Banker's Cheque or Bank Guarantee issued by any of the public sector bank or a private sector bank authorized to conduct government business (viz ICICI Bank Ltd/Axis Bank Ltd/HDFC Bank Ltd only) as per Form DPM-13. (Available in MoD website and can be provided on request). **EMD should be in favour of Principal Sainik School Nalanda. EMD is to remain valid for a period of forty-five days beyond the final bid validity period i.e. total 165 days from the last date of submission of bids.** EMD of the unsuccessful bidders will be returned to them without any interest 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, only after the receipt of Performance Bank Guarantee from them as called for in the contract. **Bidders who are registered with the Central Purchase Organization (e.g. DGS&D), National Small Industries Corporation (NSIC), Ministry of Defence for the same items/range of products, goods or services for which the RFP has been issued are exempted from submission of EMD. The bidders claiming exemption of EMD are to submit the copy of certificate/proof for exemption of EMD along with their technical bids. Firms registered with Sainik Schools/units/Establishments of Army, Air Force, navy will not be exempted from submission of EMD. The EMD will be forfeited if the**

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bidder withdraws or amends, impairs or derogates from the bid process in any respect within the validity period of their bid.

14. Bidders should take into account any corrigendum published on the CPPP website (www.eprocure.gov.in) with respect to this RFP before submitting their bids.

15. **Every page of the RFP should be signed and rubber stamped by the bidder. It should also be signed wherever there is overwriting and cutting.**

16. Bidders are to go through the RFP advertisement and the RFP document carefully to understand the documents required to be submitted as part of the bid. Please note the number of covers in which the bid documents have to be submitted, the number of documents – including the names and contents of each of the document that need to be submitted. Any deviations from these may lead to rejection of the bid(s).

PART-II

1. SCHEDULE OF REQUIREMENT

S No	Item Description	DOQ	Qty	Tech Specification	Compliance by Bidder	Deviation, if any	Justification for deviation, if any
1.	SUPPLY OF THREE SEATER STAINLESS STEEL AND WOODEN BENCHES (QTY – 50 NOS)			As Per Scope Of Work Placed As Appendix-A to this RFP			Please fill the Technical Bid Compliance Sheet as per Appendix- A to this RFP.

Note. The Basic Rates(IGST/CGST & SGST are to be quoted separately) as per Price bid format given at Part V of this RFP. L-1 would be determined solely on the basis of overall basic cost for the complete project of supply of **THREE SEATER STAINLESS STEEL AND WOODEN BENCHES**. Freight and other associated costs for delivery of items at the door steps of consignee will not be paid extra. All delivery, transportation, handling, installation charges and any other associated charges if applicable, are to be included in the basic cost of items.

2. **Technical Specifications/ Qualitative Requirements (QR).** Items should be strictly as per the Technical Specifications mentioned against each item in the RFP. The items which have been asked to be as per the sample, the bidders to check the samples kept with Sainik School Nalanda. In case of any doubt, the bidders may seek clarification before last date and time for submission of bids. Queries arising after expiry of last date and time for submission of bids will not be entertained. Bids of bidders not meeting the technical specifications would be rejected without any intimation and justification.

3. **Details of Item.** The brand name of the item offered by bidder to supply is to be clearly mentioned in the Technical bid. Whenever, Supply orders are placed against the RC, the supplier is to clearly mention the Date of Manufacturing, Brand, Make, Modal, Warranty of items being supplied in the invoice.

4. **Two-Bid System.** Bidders are required to furnish clause by clause compliance of specifications bringing out clearly the deviations from specifications, if any. The bidders are to submit the Technical Compliance Statement in the format attached as **Appendix-A** to this RFP along with the technical bids.

5. **Delivery Period.** **The items are to be supplied within 60 days from the date of signing of supply order.** The supply order can be cancelled unilaterally by the Principal, Sainik School Nalanda in case of supply / services of items are not satisfactory and are not received within the contracted delivery period. Extension of contracted delivery period will be at the sole discretion of the Principal, Sainik School Nalanda, with applicability of Liquidity Damage (LD) clause.

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6. **Terms of Delivery.** **FOR.** Items are to be delivered and installed at the door steps of Sainik School Nalanda, Vill: Nanand, PO: Pawapuri, District: Nalanda, Bihar – 803 115. All transportation and carriage charges associated with the transportation of items to consignee are to be borne by supplier.

7. **Consignee Details** The Principal, Sainik School Nalanda, Vill: Nanand, PO: Pawapuri, District: Nalanda, Bihar – 803 115.

PART III – STANDARD CONDITIONS OF RFP

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

2. **Effective Date of the Contract.** The contract shall come into effect on the date of signatures of buyer on the supply order (contract) 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 supply order.

3. **Arbitration.** All disputes or differences arising out of or in connection with the Contract shall be settled by bilateral discussions. Any dispute, disagreement or question arising out of or relating to the Contract or relating to construction or performance, which cannot be settled amicably, may be resolved through arbitration. The standard clause of arbitration is as per Forms DPM-7, DPM-8 and DPM-9 (Available in MoD website and can be provided on request).

4. **Penalty for use of Undue influence.** The 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 forbearing to do or for having done or forborne to do any act in relation to the obtaining or execution of the present Contract or any other Contract with the Government of India for showing or forbearing to show favour or dispatch 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 offence 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 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.

5. **Agents / Agency Commission.** The Seller confirms and declares to the Buyer that the Seller 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 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 compensation to the Seller who shall in such an event be liable to refund all payments made by the Buyer in terms of

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the Contract along with interest at the rate of 2% per annum above LIBOR rate. The Buyer will also have the right to recover any such amount from any contracts concluded earlier with the Government of India.

6. **Access to Books of Accounts.** In case it is found to the satisfaction of the Buyer that the 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, withhold any payment until the completion of the contract. The BUYER may also deduct from the SELLER as agreed, liquidated damages to the sum of 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 (Principal, Sainik School Nalanda) shall have the right to terminate the Contract in part or in full in any of the following cases:

- (a) By giving the supplier a notice 30 days in advance without assigning any reason whatsoever.
- (b) The supplier is declared bankrupt or becomes insolvent.
- (c) The supplier found utilising the services of any Indian/ Foreign agent in getting this contract paying any commission to such individual/company, etc.
- (d) As per decision of the Arbitration Tribunal.
- (e) If the supplier assigns or sublets this contract or if the Seller attempted to do so.
- (f) If the supplier or any of his representative or his employees are guilty of fraud in respect of the contract, directly or indirectly give or promise to give or offer any bribe, gift, loan reward or advantage, pecuniary or otherwise to any officers or persons in employment of the School.
- (g) If the supplier declines, neglects or delays to comply with any demand or requisition or in any other way fails to perform or fulfill any condition of the contract.
- (h) In case of recession, the Principal, Sainik School Nalanda shall be entitled to recover from the supplier, on demand, any extra expense he may put to in obtaining supplies/services hereby agreed to be supplied/provisioned from elsewhere in any manner.

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 e-mail/airmail, addressed to the last known address of the party to whom it is sent.

11. **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.

12. **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 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 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.

Certified that I hereby accepts all terms and conditions of this RFP.

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

14. **Taxes and Duties.** As applicable as per GST Act 2017.

(a) If it is desired by the Bidder to ask for taxes 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 taxes and no liability of tax will be developed upon the Buyer.

(b) On the Bids quoting taxes extra, the rate and the nature of Tax applicable at the time of supply should be shown separately. Tax will be paid to the Seller 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 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. 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 Bank Guarantee Deposit.** The Bidder (i.e. Seller in the Contract) will be required to furnish a Performance Bank Guarantee (PBG) 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 i.e. for Rs...../- within 15 days of signing of contract.** Performance Bank Guarantee should be valid up to 60 days beyond the date of validity of warranty period. The bidder (i.e. Seller in the Contract) will also be required to extend the performance Bank Guarantee for the suitable corresponding period, if the contract validity period is extended by buyer. The specimen of PBG is given in Form DPM-15 (Available in MoD website and can be provided on request).

(a) All money or compensation payable by the seller to the Sainik School Nalanda under the terms of the contract may be deducted from his PBG/security deposit or from any sums which may be due or may become due to him by the School under the contract.

(b) The seller's PBG or any balance thereof remaining at the end of the contract shall not be returned to him until his accounts have been finally audited and settled and until he has executed the usual "No Demand Certificate". Not applicable.

2. **Option Clause.** The contract will have an Option Clause, wherein the Buyer can exercise an option to procure an additional 50% of the original contracted quantity in accordance with the same terms & conditions of the present contract. This will be applicable within the currency of contract. The Bidder is to confirm the acceptance of the same for inclusion in the contract. It will be entirely the discretion of the Buyer to exercise this option or not.

3. **Tolerance Clause.** To take care of any change in the requirement during the period starting from issue of RFP till signing of the contract, Buyer reserves the right to increase or decrease the approximate quantity of the required goods without any change in the terms & conditions and prices quoted by the Seller. While placing the supply order, the quantity ordered can be increased or decreased by the Buyer **within a tolerance limit of 50% plus/minus.**

4. **Payment Terms.** 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/NEFT 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 (as per Form DPM-11) is to be submitted by bidders. A copy of ECS form is placed at **Appendix B to this RFP.**

(a) The payment will be made as per the supply order placed as per the terms and conditions of contract.

(b) 100 % payment will be made after supply of benches.

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(c) Tax will be deducted at source at the time of payment as per defined/eligible tax rates and authority will provide proper document of depositing the amount to the Seller.

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

6. **Paying Authority.** Principal, Sainik School Nalanda. The payment of bills will be made on submission of the following documents by the Seller to the Paying Authority along with the performa invoice/bill:

- (a) Ink-signed copy of Seller's bill/ Commercial invoice in duplicate.
- (b) Copy of Supply Order.
- (c) **Details for electronic payment viz Account holder's name, Bank name, Branch name and address, Account type, Account number, IFSC code, MICR code.**
- (d) Any other document / certificate that may be provided for in the Contract/Supply Order.

7. **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/Organization 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 period of the contract the Seller reduces the sale price, sells or offer to sell such stores to any person/organization including the Buyer or any Dept 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 seller shall forthwith notify such reduction or sale or offer of sale to the buyer and the price payable under the contract for the stores of such reduction or sale or offer of the sale shall stand correspondingly reduced.

(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 –

"I/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/organization 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 up to 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".

8. **Risk & Expense clause.**

(a) Should the stores 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 stores or any installment thereof, the Buyer shall after granting the Seller 30 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 stores or any installment thereof not perform in accordance with the specifications / provided by the SELLER 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 SELLER be at liberty to purchase, manufacture, or procure from any other source as he thinks fit, other stores of the same or similar description to make good:

- (i) Such default.

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

(d) Any excess of the purchase price, cost of manufacturer, or value of any stores procured from any other supplier as the case may be, over the contract price appropriate to such default or balance shall be recoverable from the SELLER. Such recoveries shall not exceed 25% of the value of the contract.

9. **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 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 operations, 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 the cessation of the above circumstances immediately, but in any case not later than 10 days from the moment of the 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.

10. **Earliest Acceptable Year of Manufacture.** Latest manufactured items only will be accepted.

11. **Packing and Marking.** All items should be packed properly by the seller, marked and dispatched to the correct consignee. Any damage caused to the items in the transit and at buyer's premises till they are accepted by buyer will be the responsibility of the seller. The damaged/defective items are to be replaced by the seller at his cost. The buyer will not be held responsible for any damage/defect to items supplied, till they are accepted by him.

12. **Quality.** The stores delivered and work completed should be strictly as per the technical specifications mentioned in part-II and Appendix A of this RFP and agreed as part of contract. The bidders are to clearly mention the name of brand/make they are offering. No deviation from the quality offered after submission of bids will be permitted.

13. **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. Quality Certificate should be forwarded along with original invoice.

14. **Inspection Agency.** Principal, Sainik School Nalanda or his representative will be the inspection agency.

(a) The Principal, Sainik School Nalanda or his representative to whom the supplies/services are to be delivered in the contract may reject the supplies/services in whole or in the part, or if the supplies/services are not in respect or in accordance with the contract in their opinion.

(b) The seller shall not charge or be paid for such supplies/services rejected as above and such supplies/services shall be replaced by him at once at his expense.

(c) The seller shall neither claim nor be entitled to payment for any damage that rejected supplies/services may suffer from cutting, tearing or any other harm incidental to a full examinations and tests of such supplies/services.

(d) The Principal, Sainik School Nalanda shall in the event of rejection of supplies/services be entitled to demand replacement at the seller's own cost of such supplies/services of the quantity required or in the event

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of the latter's failing, declining, neglecting or delaying to comply with any demand or rejection or otherwise not executing the same in accordance with the terms of the contract. The Principal, Sainik School or the officer operating the contract shall be at liberty (without prejudice or compensation against loss and inconvenience caused by such breach or non compliance of the contract) to arrange the services or purchase the items in lieu or purchase the items locally if available to procure or to arrange from the Government Store, or otherwise at the Seller's own risk and expense supplies/services as may have been rejected or that the Seller may have failed, neglected, declined or delayed to supply such operational substitutes thereof as are specified in the schedule thereof and excess cost so incurred in purchasing/ procuring/arranging (together with all incidental charges) in excess of the contract price shall be recovered from the seller on demand.

15. **Claims.** The following Claims clause will form part of the contract placed on successful Bidder –

(a) The quality claims for defects or deficiencies in quality noticed during the Pre Receipt Inspection (PRI) shall be presented within 45 days of completion of PRI and acceptance of goods. Quality claims shall be presented for defects or deficiencies in quality noticed during warranty period earliest but not later than 45 days after expiry of the guarantee period. The quality claims shall be submitted to the Seller as per Form DPM-23 (Available in MoD website and can be given on request).

(b) The description and quantity of the stores are to be furnished to the Seller along with concrete reasons for making the claims. Copies of all the justifying documents shall be enclosed to the presented claim. The Seller will settle the claims within 45 days from the date of the receipt of the claim at the Seller's office, subject to acceptance of the claim by the Seller. In case no response is received during this period the claim will be deemed to have been accepted.

(c) The Seller shall collect the defective or rejected goods from the location nominated by the Buyer and deliver the repaired or replaced goods at the same location under Seller's arrangement.

(d) The quality claims will be raised solely by the Buyer and without any certification / Counter signature by the Seller's representative.

16. **Warranty.** The following Warranty will form part of the contract placed on the successful Bidder:-

(a) Except as otherwise provided in the RFP, the Seller hereby declares that the goods, stores articles sold/supplied to the Buyer under this contract shall be of the best quality and workmanship and new in all respects and shall be strictly in accordance with the specification and particulars contained/mentioned in contract. The Seller hereby guarantees that the said goods/stores/articles would continue to conform to the description and quality aforesaid for a period of **36 months** from the date of receipt of the said goods at the consignee location and joint inspection, if during the aforesaid period of 24/7 months the said goods/stores/articles be discovered not to conform to the description and quality aforesaid not giving satisfactory performance or have deteriorated, and the decision of the Buyer in that behalf shall be final and binding on the Seller and the Buyer shall be entitled to call upon the Seller to rectify the goods/stores/articles or such portion thereof as is found to be defective by the Buyer within a reasonable period, or such specified period as may be allowed by the Buyer in his discretion on application made thereof by the Seller, and in such an event, the above period shall apply to the goods/stores/articles rectified from the date of rectification mentioned in warranty thereof, otherwise the Seller shall pay to the Buyer such compensation as may arise by reason of the breach of the warranty therein contained.

17. It is desirable that the rates quoted should be both in words and figures, strictly as per the price bid format given in Part V of this RFP. The rate of GST should be separately stated. The all-inclusive rates will not be accepted. Bidders are to quote their rates only in the schedule of items given by the school. The rates quoted on the individual firm's letter head or any other paper other than schedule of items will not be considered.

18. Every page of the RFP should be signed (full signature) and rubber stamped by the bidder. It should also be signed wherever there is overwriting and cutting. All the Appendices of the RFP will be completed neatly in English language only; If Appendices along with the RFP are found incomplete, the bid will not be considered.

19. All disputes shall be decided by the mutual consultation and Seller shall not take recourse in any court of law. In extreme circumstances, any dispute or difference of opinion arising in respect of either interpretation, effect or

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application on terms and conditions of the contract or on agreement or in the process of dealing the contract shall be decided on arbitration by the Principal as he may think fit and his decision will be final.

20. In addition to the certificates/ documents stated above, bidders are also required to furnish and forward one legible copy of each of following documents alongwith their bids. In case of non-receipt of any of the following document, the bid will be rejected without any intimation and justification:-

- (a) Registration certificate of the firm.
- (b) GST registration number of the firm.
- (c) PAN card of the firm.
- (d) Affidavit by the bidder as per **Appendix-C** attached with this RFP.
- (e) Certificate of experience for undertaking civil works at any of the Central/State Govt Dept like Central Public Works Department/State Public Works Department/Building Construction Department/Road Construction Department etc. Copy of PO/SO/Contract as proof of undertaking civil will be accepted as proof of experience.
- (f) Last three years ITR of the firm

21. The other terms and conditions of the RFP, which will be part of contract are as follows:-

- (a) The Principal, Sainik School Nalanda may authorize such officer/officers as he may wish to operate the contract on his behalf and the seller and his agent will accept and carry out instructions given by the officers (or his representatives) in connections with the contract as if those were issued by the Principal, Sainik School Nalanda.
- (b) Notwithstanding anything herein before contained, the Principal, Sainik School Nalanda may recover from the seller as compensation, such sums as he considers reasonable, if he fails to observe or perform any condition of the contract.
- (c) The seller agrees to the Sainik School Nalanda representative exploring markets in the area in which the seller may obtain or procure/provide supplies/services to meet demand under this contract either for the purpose of obtaining records or resources or of purchasing any item.
- (d) The seller shall be liable to payment of rent for any building/house, if and when occupied by him in the course of the contract at the rate to be fixed by the Principal, Sainik School Nalanda.
- (e) The seller's will pay a sum of Rs 5,000/- per month if a room is allotted to him for keeping his bulk supplies, he will vacate the accommodation allotted to him in case the contract is terminated or whenever he is asked to do so. The Principal or his representatives will have the sole right to take the possession of the accommodation in case of failure on the part of the seller to vacate the premises so allotted within the stipulated date mentioned by the Principal.
- (f) If during the currency of the contract, specification of any article or articles be changed the Seller shall continue to supply the said article/articles in accordance with the new specifications at the rate(s) to be mutually agreed in writing at the time of such change by the Principal, Sainik School Nalanda.
- (g) The seller shall oblige his servants and agents to conform to any reasonable instructions to ensure their punctuality in attendance or service, cleanliness and respectful that may be given to the Principal, Sainik School Nalanda or his representatives.
- (h) During the term of contract, the Principal, Sainik School at his discretion may cancel, substitute or change any one or more of the items covered by the schedule of the supplies/services and make alternative arrangements for its/their supply/services or procurement without assigning any reason or after giving the supplier seven days notice thereof.
- (j) By virtue of the seller's position as a contract operating person, he fully understands that he and his employees and representatives are not to divulge any information in respect of this School that may come to their knowledge regarding strength, composition, location or rates of supply, etc to any person/persons.

22. The legible copies of all documents/certificates required as per this RFP are to be submitted alongwith the RFP compliance sheet. Any case of any doubt, the bidder will be asked to produce original document/certificate for

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verification. The purchaser has the right to verify the documents/certificate submitted by bidders through concerned authorities. The Financial bid is to be submitted exactly as per the price bid format given at Part-V of this RFP. No other format will be accepted.

23. All questions relating to the execution of the terms of this agreement and all disputes and differences which shall arise during the progress of work under this agreement or any other matter arising out of or relating to this agreement on the work to be done or payment or with regard to construction, meaning and affect of this agreement or any part thereof shall be referred to the sole arbitration of the Principal, Sainik School Nalanda whose decision shall be final, conclusive and binding upon the parties at this agreement.

24. The bidder (seller in the contract) shall be solely responsible for any damages or loss of public property due to negligence of their employees or other staff and the damage shall be made good at his own cost.

25. The bidder acknowledges that he has made himself fully acquainted with all the conditions and circumstances under which the supply / services required under this contract will have to be made or furnished and with all the terms, clauses conditions, specifications and other details of the contract. He shall not plead ignorant of any of these clauses and conditions as an excuse in case of complaints against or rejection of services /supplies tendered by him or with a view there to making for enhancement of any rates agreed to in the contract or to evade any of the obligations under the contract.

26. If any document attached by the bidder found to be fake / bogus/ tempered, that bidder and his firm/corporation/society will be banned from dealing for minimum one year by the Principal, Sainik School Nalanda.

27. The bidder (seller in contract) will bear the penalty for violation of any of the clause of this RFP as decided by the board of staff detailed by the Principal, Sainik School Nalanda or his representatives.

28. All the terms and conditions enumerated in this RFP will form part of contract agreement.

PART V – EVALUATION CRITERIA & PRICE BID ISSUES

29. **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) The Lowest Bid will be decided upon the lowest price quoted by the particular Bidder as per the Price Format given at Para 2 below. The consideration of taxes and duties in evaluation process will be as follows:

(i) **The Basic price of complete work on FOR terms to consignee EXCLUDING Taxes and Duties levied by Central/ State/ Local Govt would be the deciding factor for ranking of Bids. Refer Para (13.3.2 as issued vide MOD Finance CoordA-58 dated 10 Nov 15).**

(c) The Bidders are required to spell out the rates of GST 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 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 bids. 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 GST included in the price. Failure to do so may result in ignoring of such offers summarily. If a Bidder is exempted from payment of GST up to any value of supplies from them, they should clearly state that no GST 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 GST, it should be brought out clearly. In respect of the Bidders who fail to comply with this requirement, their quoted prices shall be loaded with the quantum of GST which is normally applicable on the item in question for the purpose of comparing their prices with other Bidders.

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

2. **Price Bid Format.** The Price Bid Format is given below and Bidders are required to fill up this correctly with full details:

<u>S No</u>	<u>Item Description</u>	<u>QTY</u>	<u>Rate Per Bench</u>	<u>IGST/ CGST&SGST @.....</u>	<u>Total Rate</u>
<u>1</u>	SUPPLY OF THREE SEATER STEEL AND WOODEN BENCHES	48 Nos			

Note. The Basic Rates of complete work for supply of Three seater stainless steel and Wooden Benches are to be quoted separately as per Price bid format given at Part V of this RFP. L-1 would be determined solely on the basis of overall basic cost for the complete project of supply of **SUPPLY OF THREE SEATER STEEL AND WOODEN BENCHES**. Freight and other associated costs for delivery of items at the door steps of consignee will not be paid extra. All delivery, transportation, handling, installation charges and any other associated charges if applicable, are to be included in the basic cost of items.

DECLARATION BY BIDDER

I/We..... (name of perationa representative of the firm) do hereby declare that the entire information given in the Bid is true & correct to the best of my knowledge and I am accepting all the terms and conditions mentioned the RFP. In consideration of us being Seller, we hereby agree that we shall not withdraw, amend or attach any conditions to our tender submitted to the School authorities. In such case, Principal, Sainik School Nalanda shall be entitled to forfeit our Earnest Money Deposit along with the tender and remove us from the school contract without prejudice to any other right or remedy by school for such breach on our part.

PLACE:

DATE:

**SIGNATURE OF THE BIDDER /
AUTHORISED SIGNATORY WITH RUBBER STAMP**

Certified that I hereby accepts all terms and conditions of this RFP.

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SAINIK SCHOOL NALANDA
SCOPE OF WORK AND TECHNICAL COMPLIANCE SHEET FOR
THREE SEATER STAINLESS STEEL AND WOODEN BENCHES

1. The broad features, Technical Specifications and scope of work for supply of Three Seater Stainless Steel and Wooden Benches are as follows. The bidders are to accord their compliance against each and submit the required documents as proof.

<u>S No</u>	<u>Description</u>	<u>Compliance by Bidders (Yes/No)</u>	<u>Deviation, if any</u>	<u>Justification of Deviation, if any</u>
1	Supply of Three Seater Stainless Steel Desk manufactured with Steel Frame IS 304 stainless steel 16 Gauge (Pillar 1.5" X 1.5", support 1" X 1" and base 2" X 1") with 19 mm Waterproof/ termite proof Ply with 4 MICA on all portions of Ply with Teak wood lapping fixed by metal screw of Size 5' L X 3' W 31" H with 15" Top of Writing Desk and 12" Top of Seating Desk and two single hangers on both sides of Desk, Total Qty – 48			
2	Onsite warranty support for minimum 36 months from the date of completion of the work			
3	Rectification of defects/discrepancies, free of cost during warranty period			
4	Testing of Quality of stainless steel with SS grade tester in the presence of school authorities without any extra cost.			
5	Completion of complete work at the school in the presence of school officials			
6	Complete RFP duly signed with rubber stamp on all pages submitted			
7	Acceptance of all terms and condition of RFP			
8	Both technical and commercial bids submitted in separate envelops and both these envelops are sealed in single large envelope.			
9	Acceptance of Bid validity			
10	Submission of EMD, if applicable			
11	Submission of EMD exemption certificate, if applicable			
12	Confirmation regarding acceptance of all terms and conditions of corrigendum/s published with respect to this RFP, if any.			
13	Acceptance of Technical Specifications as per Para-1 above (scope of work).			
14	Acceptance for Delivery terms and Delivery Period			
15	Acceptance of Standard conditions of RFP as given in Part-III of RFP			
16	Acceptance of special conditions of RFP as given in Part-IV of RFP			
17	Submission of Registration certificate of the firm			
18	Submission of GST registration certificate of the firm			
19	Submission of PAN card of Firm			
20	Submission of Affidavit as per Appendix-C to RFP			
21	Certificate of experience.			
22	Submission of last three years ITR			
23	Acceptance of Price Evaluation conditions as per Part-V of RFP			
24	Submission of Commercial Bid as per Price Bid Format as given in Part-V of RFP			
25.	Acceptance of term that weight of individual bench is between			

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MODEL ECS MANDATE FORMAT
(FORM DPM-11)

Customer's option to receive payments through e-Payment (ECS/ EFT/ DIRECT CREDIT/ RTGS/ NEFT/ Other payment mechanism as approved by RBI.)

CREDIT CLEARING MECHANISM

1. Customer's name
2. Particulars of Bank Account

 - (a) Bank name
 - (b) Branch name
 - (c) Address of Bank
 - (d) Telephone numbers of Bank
 - (e) IFS code of Bank
 - (f) 9 Digit code number of Bank and Branch appearing on MICR cheque issued by Bank
 - (g) Account Type (S.B. Account / Current Account or Cash)
 - (h) Ledger number
 - (j) Ledger Folio number
 - (k) Account number as appearing on Cheque Book

3. Please attach a blank cancelled cheque, or, photocopy of a cheque or front page of your savings bank passbook issued by your bank for verification of the above particulars.
4. Date of Effect

"I, hereby, declare that the particulars given above are correct and complete. If the transaction is delayed or not effected at all for reasons of incomplete or incorrect information, I would not hold the user institution responsible. I have read the option invitation letter and agree to discharge the responsibility expected of me as a participant under scheme."

(.....)
Date - Signature of Customer

Certified that the informed submitted above are correct as per our records.

Bank's Stamp: (.....)
Date:

Signature of the Authorized Official from the Bank
Certified that I hereby accepts all terms and conditions of this RFP.

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Signature of Bidder with Rubber Stamp

FORMAT OF AFFIDAVIT TO BE SUBMITTED BY BIDDER
(With Rs 10/- Stamp Paper and certified by the Notary Public)

Certified that I/we, _____ S/O or D/o
 _____ Age _____ is/ are residing (Village/Town) _____, hereby
 declare the following with best of my/our knowledge and belief that:-

1. My/our company/firm whose name is _____ is located at _____.
2. My/our company/firm is not banned/blacklisted by any Government department/agency.
3. TIN of my/our Company/Firm is _____.
4. My/our company/firm pays all taxes in time.
5. I/we do not have any relative/kin serving in Sainik School Nalanda.
6. I/we acknowledge that I/we have gone through the complete tender document issued for Tender for Supply of Three Seater steel and Wooden Benches for AV Room at Sainik School Nalanda and I/we agree with all the terms and conditions laid down in the tender form by the Sainik School Nalanda.

(Signature of the Deponent)

I/we, certify that on this day _____ of _____, I/we verify the above mentioned declaration with my/our conscience.

(Signature of Applicant)

Certified that I hereby accepts all terms and conditions of this RFP.

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