

16. **Specification:** The following Specification clause will form part of the contract placed on successful Bidder –  
The Seller guarantees to meet the specifications as per Part-II of RFP and to incorporate the any modifications to the existing requirements to meet the specific requirement of the Buyer.
17. **Transportation.** The stores shall be delivered by the seller at his own cost.
18. **Packing and Marking.** The following Packing and Marking clause will form part of the contract placed on successful Bidder;-
- (a) The Seller shall provide packing and preservation of the goods contracted so as to ensure their safety against damage in the conditions of land, sea and air transportation, transshipment, storage and weather hazards during transportation, subject to proper cargo handling. The seller shall ensure the packing of stores / containers should be sufficiently strong.
- (b) The packing of the equipment and spares/goods shall conform to the requirements of specifications and standards in force.
19. **Quality.** The quality of the stores delivered according to the present Contract shall correspond to the technical conditions and standards valid for the deliveries of the same stores for in Seller's country or specifications enumerated as per RFP and shall also include therein modification to the stores suggested by the Buyer. Such modifications will be mutually agreed to. The Seller confirms that the stores to be supplied under this Contract shall be new / fresh.
20. **Quality Assurance.** The item should be fresh, conforming to the current production standard and as per specifications as specified in the contract.
21. **Inspection Authority.** The Inspection will be carried out by representative of Principal, Sainik School; Tilaiya at the Buyer's site at Seller's cost. The mode of Inspection will be Departmental Inspection / User Inspection / Joint Inspection / Self-certification. Item not conforming as per RFP, liable to be rejected.
22. Lowest rate quoted by the L1 Seller will be verified in accordance with local market rate/Bazar samity rate.
23. **Franking clause** – The following Franking clause will form part of the contract placed on successful Bidder –
- (a) **Franking Clause in the case of Acceptance of Goods** "The fact that the goods have been inspected after the delivery period and passed by the Inspecting Officer will not have the effect of keeping the contract alive. The goods are being passed without prejudice to the rights of the Buyer under the terms and conditions of the contract".
- (b) **Franking Clause in the case of Rejection of Goods** "The fact that the goods have been inspected after the delivery period and rejected by the Inspecting Officer will not bind the Buyer in any manner. The goods are being rejected without prejudice to the rights of the Buyer under the terms and conditions of the contract."
24. **Claims:** The following Claims clause will form part of the contract placed on successful Bidder –
- (a) The claims may be presented either: (a) on quantity of the stores, where the quantity does not correspond to the quantity shown in the Packing List/Insufficiency in packing, or (b) on quality of the stores, where quality does not correspond to the quality mentioned in the contract.
- (b) The quantity claims for deficiency of quantity shall be presented within 45 days of completion of JRI and acceptance of goods. The quantity claim shall be submitted to the Seller as per Form DPM-22 (Available in MoD website and can be given on request).



*K. S. S.*

- (c) The quality claims for defects or deficiencies in quality noticed during the JRI shall be presented within 45 days of completion of JRI 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) .
- (d) 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.
- (e) 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.
- (f) Claims may also be settled by reduction of cost of goods under claim from bonds submitted by the Seller or payment of claim amount by Seller through demand draft drawn on an Indian Bank, in favour of Principal Controller/Controller of Defence Accounts concerned.
- (g) The quality claims will be raised solely by the Buyer and without any certification / countersignature by the Seller's representative stationed in India.

25. Maximum 'Educational Discount' admissible in is to be mentioned in the offer.

*K. S. S.*



## PART V – EVALUATION CRITERIA

1. **Evaluation Criteria.** The broad guidelines for evaluation of bids will be as follows:-
- (a) Only those bids will be evaluated which are found to be fulfilling all the eligibility and qualifying requirements of the RFP, both technically and commercially.
- (b) In respect of Two-Bid system, the technical Bids forwarded by the Bidders will be evaluated by the Buyer with reference to the technical characteristics of the equipment as mentioned in the RFP. The compliance of Technical Bids would be determined on the basis of the parameters specified in the RFP. The Commercial Bids of only those Bidders will be opened whose Technical Bids would clear the technical evaluation.
- (c) The Lowest Bid will be decided upon the lowest price quoted by the particular Bidder as per the price Format given at Appx 'B'. The consideration of taxes and duties in evaluation process will be as follows:
- (i) In cases where only indigenous Bidders are competing, 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.
- (ii) In cases where both foreign and indigenous Bidders are competing, following criteria would be followed –
1. In case of foreign Bidders, the basic cost (CIF) quoted by them would be the basis for the purpose of comparison of various tenders.
  2. In case of indigenous Bidders, excise duty on fully formed equipment would be offloaded.
  3. Sales tax and other local levies, i.e. octroi, entry tax etc would be ignored in case of indigenous Bidders.
- (d) The Bidders are required to spell out the rates of Customs duty, Excise duty, GST, 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.
- (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. The Buyer will have the right to award contracts to different Bidders for being lowest in particular items. 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.




*K. S. M.*

(g) The list of documents to be submitted includes the followings:-

- (i) A demand draft of BID Earnest money (EMD) amount **Rs 1.25 Lacs** in favour of Principal "Sainik School Tilaiya".
- (ii) Money receipt of the Tender Paper purchased must be enclosed if purchased from School or a **DD of 1000/-** will be attached if downloaded from the School website.
- (iii) Attested copy of GST registration.
- (iv) Copy of pan card and Aadhaar Card.
- (v) Income tax return certificate of last three Assessment years.
- (vi) Copy of Sale tax clearance Certificate.
- (vii) A copy of current GST returns.
- (viii) A copy of CA Audit report includes assessment report, if audit is not applicable then a copy of self-attached assessment report.
- (ix) Minimum turnover of bidder for the last three consecutive years.
- (x) Copy of registration certificate of food safety licenses from Health Department for the supply of food material.
- (xi) Copy of Character certificate issued by Deputy Commissioner / superintendent of police office.
- (xii) Affidavit for non-black listing / no legal litigations
- (xiii) Self-attested along with stamp at all pages of submitted document is mandatory.

06 Jun 19

  
(KH Shekhar)  
Lt Cdr  
Adm Offr  
For Principal



FORM TO BE COMPLETED BY THE TENDERER FOR SUPPLY OF ARTICLES TO SAINIK  
SCHOOL TILAIYA

1. Name of the Firm/Individual: .....
2. Address: Head Office/Registered Office :.....
3. Branches :.....
4. (a) PAN No.....(b) GST No .....  
(c) AADHAAR No:.....
5. Telephone/Telex No/Fax/Mobile No :.....
6. E-mail ID .....for online supply order.
7. Is your firm registered under  
(a) The Indian Companies Act 1918 :.....  
The Companies Act 1956  
(b) The Indian Partnership Act 1932 :.....  
(c) The Indian Factories Act :.....  
(d) Any other Act :.....
8. Name and Address of your bankers .....  
stating the name in which account stands (A/c No. & IFSC code of the Bank).
9. Are you in the Central/State Govt. list .....  
of approved contractors if so give details
10. Are you financially solvent :.....
11. Articles in which the applicant usually deals .....  
and the length of the applicants experience in trade
12. DECLARATION

I/We.....  
(Give Name of Partners/properties or share holders in case of Firm) do hereby declare  
that the entries made in the application from are true to the best of my/our knowledge.

**NOTE:** All subsequent changes in the construction or working of firm, affecting the accuracy of  
the answers now given, should be promptly communicated to the school authority.

(Signature of the Tenderer)



**PRICE BID FOR RATE CONTRACT OF FISH/MUTTON/CHICKEN/EGG**

S No	Name of items	Specification	Rate per Kg	Estimated Annual Requirement (kgs)	GST
1	Chicken (Broiler)	Undressed (1-2 Kg Bird)		30,000	
2	Chicken (Desi)	Undressed (1-2 Kg Bird)		As per Requirement	
3	Meat Dressed	(HE Goat)		As per Requirement	
4	Fish Fresh (Rehu)	(3-5 Kg)		As per Requirement	
5	Fish Fresh (Katla)	(3-5 Kg)		As per Requirement	
6	Fish Fresh (Bacha)	(3-5 Kg)		As per Requirement	
7	Fish Fresh (Surmayel)	(4-6 Kg)		As per Requirement	
8	Fish Fresh (Tuna)	(4-6 Kg)		As per Requirement	
9	Egg (Hen)	40-50 gm Ea (weight) or 20-22 Pc per Kg		1,30,000	

The quantity specified is as per average consumption of last year.

The product supplied shall be fresh, sound, and wholesome and in all respects fit for human consumption.

The fish tendered shall be of varieties and in proportions approved by the buyer, if necessary, in consultation with the local veterinary authority or the local Medical authority, if the former is NOT available.

\*\* There will not be any change in quality as specified in the tender document, however tenderer wants to put the rate of any other brands of similar specification may quote in separate page on their letter head which may or may not be accepted as per the School requirement.



Signature of the Tenderer)

**AGREED TERMS AND CONDITIONS**Important Notice

(A) This questionnaire (ATC) duly filled-in the same word file must be submitted along with the offer, failing which your offer will be liable for rejection. This document received in any other form will not be accepted and can lead to rejection of offer.

(B) Each point must be confirmed / replied suitably.

(C) Bidder to note that the confirmation / acceptance / comments mentioned /agree by them in this ATC are final will supersede any contrary term indicated elsewhere in their quotation / tender documents.

S.No	Description / Tender Requirement	Vender's Reply
<b>Compliance to Technical Bid</b>		
1.	Confirm that the offer has been submitted strictly as per the tender required	
2.	Confirm that all pages of "Technical Specifications" have been submitted with the technical bid as a token of acceptance	
3.	Confirm that all the document related to "Technical Specification" have been submitted with the technical bid as a token of acceptance.	
4.	Confirm that there is no technical deviation and specification of offered product is same as per tender specification.	
<b>Compliance to Commercial Bid</b>		
1.	Confirm that the quoted price are in Indian Rupees.	
2.	Confirm that the Price shall be FIRM and FIXED till complete execution of order and shall not be subject to variation on any account.	
3.	Confirm that your quotation is valid for acceptance up to 1 year from the opening date of this enquiry.	
4.	Confirm that packaging & transportation charges or any other charges should be included in Price Bid. The total price of all items put together will be considered for price evaluation.	
5.	Please confirm that your firm have not been banned or delisted by any Government or Quasi Government agencies or PSUs. This does not necessarily be the cause for disqualification. However if this declaration is not furnished the bid may be rejected as non responsive.	
	If your response to point no. 5 above "banned / Delisted By.....(Name of Co) and (ii) Validity of such delisting banning.	
7.	Confirm unconditional acceptance that any bidder making a false claim would have its contract terminated forthwith, if detected later.	
8.	Confirm whether you firm is registered with any of the following in order to avail the benefits/preference available vide Public Procurement Policy MSEs order, 2012. a) District Industries Centers (DIC) b) Khadi and Village Industries Commission (KVIC) c) Khadi and Village Industries Broad d) Coir Board e) National Small Industries Corporation (NSIC) f) Directorate of Handicraft and Handloom g) Any other body specified by Ministry of MSME If yes, then please mention with whom your firm is registered with as MSE and the Proof for the same may be attached <b>Note:-</b> Benefits /Preference available to Micro & Small Enterprises (MSEs) is applicable to " Producer/Manufacturer" of the tendered items only"	

