



SAINIK SCHOOL TILAIYA
PO – TILAIYA DAM, DISTT – KODERMA,
(JHARKHAND) PIN – 825 413

INVITATION OF BIDS FOR ANNUAL MAINTENANCE CONTRACT FOR
FIRE FIGHTING APPLIANCES, GAS BANK & LPG OVENS WITH CONSUMABLES

Request for Proposal (RFP) Tender Notice No: 04 / 2022(R)

1. Bids in sealed cover are invited for **Annual Maintenance Contract for Firefighting appliances, Gas Bank & LPG Ovens with consumables**. Please superscribe the above mentioned Title, RFP number and date of opening of the Bids on the sealed cover to avoid the Bid being declared invalid.
2. The address and contact number for sending bids or seeking clarifications regarding this RFP are given below -
 - (a) Bids/queries to be addressed to: **Principal**
 - (b) Postal address for sending the Bids: **Sainik School Tilaiya, PO- Tilaiya Dam
Distt - Koderma, PIN - 825413(Jharkhand)**
 - (c) Name/designation of the contact personnel: **Administrative Officer
Sainik School Tilaiya**
 - (d) Telephone numbers: **06534 - 235048**
 - (e) E-mail ids of contact personnel: **sainikschooltilaiya@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.
4. This RFP is being issued with no financial commitment and the Buyer reserves the right to change or vary any part thereof at any stage. Buyer also reserves the right to withdraw the tender, should it become necessary at any stage.

PART I – GENERAL INFORMATION

1. **Last date and time for depositing the Bids:** **1030 hrs on 30 Jun 2022**

The sealed bids (both Technical and Commercial) should be deposited / reach by the due date and time. The responsibility to ensure this lies with the Bidder.

2. **Manner of depositing the Bids:** Sealed Bids should be either dropped in the Tender Box marked as Sainik School Tilaiya Tender Box or sent by registered post at the address given above so as to reach by the due date and time. Late Tenders will not be considered. No responsibility will be taken for postal delay or non-delivery / non-receipt of Bid documents. Bids sent by FAX or email will not be considered (unless they have been specifically called for by these modes due to urgency)

3. **Time and date for opening of Bids:** **1130 hrs on 30 Jun 2022**

(If due to any exigency, the due date for opening of the bids is declared a closed holiday, the bids will be opened on the next working day at the same time or on any other day / time, as intimated by the buyer).

4. **Location of the Tender Box:** **Office of the Administrative Officer
Sainik School Tilaiya, PO- Tilaiya Dam
Distt - Koderma, PIN – 825413 (Jharkhand)**

5. **Place of opening of the Bids:** **Conference Hall, Administrative Block
Sainik School Tilaiya, PO- Tilaiya Dam
Distt - Koderma, PIN - 825413(Jharkhand)**

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. The Bidders have to fill up the RFP which also includes Appx 'A' to 'E' mentioning all the required information sought by the School and sign all the pages before submitting the RFP, failing which RFP may be treated as cancelled.

6. **Two-Bid system:** In case of the Two-bid system, only the Technical Bid would be opened on the time and date mentioned above. Date of opening of the Commercial Bid will be intimated after acceptance of the Technical Bids. Commercial Bids of only those firms will be opened, whose Technical Bids are found complaint / suitable after Technical evaluation is done by the Buyer.

7. **Forwarding of Bids:** Bids should be forwarded by bidders under their original memo / letter pad inter alia furnishing all details mentioned in Appendix "A".

8. **Clarification regarding contents of the RFP:** A prospective bidder who requires clarification regarding the contents of the bidding documents shall notify to the buyer in writing about the clarifications sought not later than 3 (three) days prior to the date of opening of the bids. Copies of the query and clarification by the buyer will be sent to all prospective bidders who have received the bidding documents.

9. **Modification and Withdrawal of Bids:** A bidder may modify or withdraw his bid after submission 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.
10. **Clarification regarding contents of the Bids:** During evaluation and comparison of bids, the Buyer may, at its discretion, ask the bidder for clarification of his bid. The request for clarification will be given in writing and no change in prices or substance of the bid will be sought, offered or permitted. No post-bid clarification on the initiative of the bidder will be entertained.
11. **Rejection of Bids:** Canvassing by the Bidder in any form, unsolicited letter and post-tender correction may invoke summary rejection with forfeiture of EMD. Conditional tenders will be rejected.
12. **Unwillingness to quote:** Bidders unwilling to quote should ensure that intimation to this effect reaches before the due date and time of opening of the Bid, failing which the defaulting Bidder may be delisted for the given range of items as mentioned in this RFP.
13. **Validity of Bids:** The Bids should remain valid till **06 months (31 Dec 2022)** from the last date of submission of the Bids.
14. **Earnest Money Deposit:** Bidders are required to submit Earnest Money Deposit (EMD) for amount of **10,000/-** (Ten Thousand only, 05% of Appx value of the project) in the form of DD only payable to Principal, Sainik School Tilaiya along with their bids. The EMD may be submitted in the form of account payee Demand Draft, Fixed Deposit Receipt, Banker's Cheque or Bank Guarantee from any of the public sector banks or a private sector bank authorized to conduct government business as per Form Defence Procurement Manual DPM -16. The EMD will be forfeited if the bidder withdraws or amends impairs or derogates from the tender in any respect within the validity of their tender.
15. **Cost of Tender Form:** Tender Paper can be purchased from the School office on cash payment of Rs. **1,000/- (non-refundable)** each on any working days between 0830 to 1400 hrs (except on Sundays & Holidays) from **09 Jun 2022 to 29 Jun 2022** or can be downloaded from CPP portal at URL: <https://eprocure.gov.in/epublish/app> or school Website at www.sainikschooltilaiya.org for which **DD of Rs 1,000/-** payable to Principal Sainik School Tilaiya, SST Branch (Code 3502) is to be attached with Tender documents.

PART II – ESSENTIAL DETAILS OF ITEMS/SERVICES REQUIRED

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

“ANNUAL MAINTENANCE CONTRACT FOR FIRE FIGHTING APPLIANCES, GAS BANK & LPG OVENS WITH CONSUMABLES”

2. **Technical Details:**

- (a) Specifications: Attached as Appendix “B”.
- (b) Technical details with technical parameters: As mentioned at Appendix “B”.
- (c) After Sales Service: Fault repair / rectification within 24 hours of raising of fault report by Buyer.
- (d) Agreed Terms & Conditions: Bidders have to submit ATC duly fill up as per Appx ‘C’ along with Technical Bid.

3. **Single Bid System:**

The Bidders are required to submit single bid and are required to fill up the Price Bid Format as given at **Appendix “B”** correctly with full details.

4. **Work Schedule:** The services listed at Para 1 would be undertaken **once in every Month** from the effective date of contract. However on emergency call has to be attended within 24 Hrs. Please note that Contract can be cancelled unilaterally by the Buyer or risk purchase initiated (refer para 9 of Part-IV of Tender document) in case services are not received within the contracted delivery period. Extension of contracted period will be at the sole discretion of the Buyer, with applicability of LD clause.

5. **Consignee details:** **Principal
Sainik School Tilaiya, PO- Tilaiya Dam
Distt - Koderma, PIN - 825413(Jharkhand)**

PART III – STANDARD CONDITIONS OF RFP

The Bidder is required to give confirmation of their acceptance of the Standard Conditions of the Request for Proposal mentioned below which will automatically be considered as part of the Contract concluded with the successful Bidder (i.e. Seller in the Contract) as selected by the Buyer. Failure to do so may result in rejection of the Bid submitted by the Bidder.

1. **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 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.
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 in the Sub-Divisional Court of Koderma, Jharkhand, only. The standard clause of arbitration is as per Forms DPM-7, DPM-8 and DPM-9.
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 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 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 service provider 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 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 Sellers failure to submit the Bonds, Guarantees and Documents, provide the services and conduct trials, installation of equipment, training etc. as specified in this contract, the buyer may, at his discretion, with hold any payment until the completion of the contract. The BUYER may also deduct from the SELLER as agreed, liquidated damages to the sum of 0.5 % of the contract of the delayed / undelivered 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 services.

9. **Termination of Contract:** The Buyer shall have the right to terminate this Contract in part or in full in any of the following cases:-

- (a) The delivery of the material is delayed for causes not attributable to Force Majeure, for more than one **month** after the schedule date of delivery.
- (b) The Seller is declared bankrupt or becomes insolvent.
- (c) The delivery of material is delayed due to causes of Force Majeure for more than three **months** provided Force Majeure clause is included in contract.
- (d) The Buyer has noticed that the Seller has utilised the services of any Indian/Foreign agent in getting this contract and paid any commission to such individual/company etc.
- (e) As per decision of the Arbitration Tribunal.

10. **Notices:** Any notice required or permitted by the contract shall be written in the English language and may be delivered personally or may be sent by FAX or registered pre-paid mail/airmail, addressed to the last known address of the party to whom it is sent.

11. **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 infringement of any or all the rights mentioned above.

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:**

(a) General

(i) If Bidder desires to ask for excise duty or 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 entreated 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 Seller. All such adjustments shall include all reliefs, exemptions, rebates, concession etc. if any obtained by the Seller.

(b) GST

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

(ii) On the Bids quoting GST extra, the rate and the nature of GST applicable at the time of supply should be shown separately. GST 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 GST and the same is payable as per the terms of the contract.

(c) Local Taxes

(i) Normally, materials to be supplied to Government Departments against Government Contracts are exempted from levy of town duty, Octroi Duty, Terminal Tax and other levies of local bodies. The local Town/Municipal Body regulations at times, however, provide for such Exemption only on production of such exemption certificate from any authorised officer. Seller should ensure that services ordered against contracts placed by this office are exempted from levy of Town Duty/Octroi Duty, Terminal Tax or other local taxes and duties. Wherever required, they should obtain the exemption certificate from the Buyer, to avoid payment of such local taxes or duties.

(ii) In case where the Municipality or other local body insists upon payment of these duties or taxes the same should be paid by the Seller to avoid delay in supplies and possible demurrage charges. The receipt obtained for such payment should be forwarded to the Buyer without delay together with a copy of the relevant act or bylaws / notifications of the Municipality of the local body concerned to enable him to take up the question of refund with the concerned bodies if admissible under the said acts or rules.

PART IV – SPECIAL CONDITIONS OF RFP

The Bidder is required to give confirmation of their acceptance of Special Conditions of the Tender Document mentioned below which will automatically be considered as part of the Contract concluded with the successful Bidder (i.e. Seller in the Contract) as selected by the Buyer. Failure to do so may result in rejection of Bid submitted by the Bidder.

1. **Performance Guarantee.** Before signing of the Rate Contract, the successful Bidder will be required to furnish a **Performance Guarantee** by way of **Bank Guarantee** (From any nationalized Bank) for a sum equivalent to **10%** of the Total Contract value arrived at by multiplying the anticipated annual requirement with the price quoted by the Bidder (lowest quoted price) within 30 days of receipt of the confirmed order. Performance Bank Guarantee should be valid up to 60 days beyond the date of warranty – The specimen of PBG is given in Form DPM-15. (Available on MoD website)

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. **Repeat Order Clause.** The contract will have a Repeat Order Clause, wherein the Buyer can order upto 50% quantity of the items under the present contract within six months from the date of supply/successful completion of this contract, the cost, terms & conditions remaining the same. The Bidder is to confirm acceptance of this clause. It will be entirely the discretion of the Buyer to place the Repeat order or not.

4. **Tolerance Clause.** To take care of any change in the requirement during the period starting from issue of Tender document till placement of the contract, Buyer reserves the right to 25% plus/minus increase or decrease the quantity of the required services upto that limit without any change in the terms & conditions and prices quoted by the Seller. While awarding the contract, the quantity ordered can be increased or decreased by the Buyer within this tolerance limit.

5. **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 NEFT/RTGS mechanism instead of payment through Cheques, wherever feasible. A copy of the model mandate form prescribed by RBI to be submitted by Bidders for receiving payments through ECS is at Form DPM-11(Available on MoD website)..

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

7. **Paying Authority:** Principal Sainik School Tilaiya will be the paying authority. The payment of bills will be made on submission of the following documents by the Seller to the Paying authority along with the bill:

- (i) Ink-signed copy of contingent bill / Seller's bill.
- (ii) Ink-signed copy of Commercial invoice / Seller's bill.
- (iii) Copy of Supply Order.
- (iv) CRVs in duplicate.
- (v) Inspection note.
- (vi) Claim for statutory and other levies to be supported with requisite documents / proof of payment such as GST challan, Customs duty clearance certificate, Proof of payment for EPF / ESIC contribution with nominal roll of beneficiaries, etc as applicable.
- (vii) Exemption certificate for Excise duty / Customs duty, if applicable.
- (viii) Bank guarantee for advance, if any.
- (ix) Guarantee / Warranty certificate.
- (x) Performance Bank guarantee / Indemnity bond where applicable.
- (xi) DP extension letter with CFA's sanction where required under delegation of powers, indicating whether extension is with or without LD.

(xii) Details for electronic payment viz Account holder's name, Bank name, Branch name and address, Account type, Account number, IFSC code, MICR code (if these details are not incorporated in supply order/contract).

- (xiii) Any other document / certificate that may be provided for in the Supply Order / Contract.
- (xiv) User Acceptance.
- (xv) Photocopy of PBG if applicable.(Note – From the above list, the documents that may be required depends upon the peculiarities of the procurement being undertaken.)

8. **Fall Clause.** The following fall clauses will form part of the contract on successful Bidder.

(a) The price charged for the services under the contract by the Seller shall in no event exceed the lowest price at which the Seller sells the services offer 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 of till performance of all supply orders placed during the currency of the rate contract is completed.

(b) If at any time, during the said period the Seller reduces the services price, or offer to provide such services to any person/organization including the Buyer or any Deptt, of Central Govt. or any Department of the State Government or any statutory undertaking of the Central or State Government as the case may be at a price lower than the price chargeable under the contract, the seller shall forthwith notify such reduction or sale or offer of sale to the Director general of Supplies & Disposals and the price payable under the contract for the services of such reduction or offer the services shall stand correspondingly reduced. The above stipulation will, however, not apply to:

(i) Exports by the Seller

(ii) Sale of items under the contracted services as original equipment at price lower than the price charged for normal replacement.

(iii) Sale of items under the contracted services such as drugs which have expiry dates.

(iv) Sales of items under the contracted services at lower price on or after the date of completion or sale / placement of the order of services by the authority concerned under the existing or previous Rate Contract as also under any previous contracts entered into with the Central or State Govt. Depts, including their undertaking excluding joint sector companies and / or parties and bodies.

(c) The Seller shall furnish the following certificate to the Paying Authority along with each bill for payment for supplies made against the Rate Contract “We certify that there has been no reduction in providing the services or description to the services provide to the Government under the contract herein and such services have 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 the date may be upto the date of bill/the date of completion of supplies against all supply orders placed during the currency of the Rate contract at price lower

than the price charged to the government under the contract except for quality of services categories under sub-clauses (a), (b) and (c) of sub- para (ii) above details of which are given below...”

9. **Risk & Expense clause.**

(a) Should the services 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 services or any installment thereof, the Buyer shall after granting the Seller 45 days to cure the breach, be at liberty, without prejudice to the right to recover liquidated damages 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 services or any installment thereof not perform in accordance with the specifications / parameters provided by the SELLER during the check proof tests to be done in the BUYER's place, 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 services of the same or similar description to make good:-

(i) Such default.

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

(d) Any excess of the purchase price, cost of manufacturer, or value of any services provided 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 50% of the value of the contract.”

10. **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 services under the provisions of the present contract), if the non-performance results from such Force Majeure circumstances as Flood, Fire, Earth Quake and other acts of God as well as War, Military operation, blockade, Acts or Actions of State Authorities or any other circumstances beyond the parties control that have arisen after the conclusion of the present contract.

(b) In such circumstances the time stipulated for the performance of an obligation under the present contract is extended correspondingly for the period of time of action of these circumstances and their consequences.

(c) The party for which it becomes impossible to meet obligations under this contract due to Force Majeure conditions, is to notify in written form the other party of the beginning and

cessation of the above circumstances immediately, but in any case not later than 10 (Ten) days from the moment of their beginning.

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

(e) If the impossibility of complete or partial performance of an obligation lasts for more than 3 (three) 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 services.

11. **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 modifications to the existing supply to meet the specific requirement of the Buyer and provide Services as per modifications/requirements recommended after the Maintenance Evaluation Trials. This will, however, not in any way, adversely affect the end specifications of the equipment. Changes in technical details and maintenance techniques along with necessary tools as a result of up gradation / alterations will be provided to the Buyer free of cost within 30 days of affecting such up gradation / alterations.

12. **Earliest Acceptable Year of Manufacture:** Spare parts provided should not be earlier than **Jan 22** for which a quality / life certificate will need to be enclosed with the Bill.

13. **Buyer Furnished Equipment:** No equipment will be provided by the Buyer at his expense to the Seller. The services will be delivered in the school.

14. **Transportation.** The items for service need to be delivered and installed at buyer location free of cost / at cost of seller. Any damages due to transportation are the responsibility of seller and not the buyer. Any damages due to transportation or shipment to be replaced by Seller immediately at his own cost.

15. **Quality.** The quality of the items delivered according to the present Contract shall correspond to the technical conditions and standards valid for the deliveries of the same item for in Seller's country or specifications enumerated as per RFP and shall also include therein modification to the item suggested by the Buyer. Such modifications will be mutually agreed to. The Seller confirms that the item to be supplied under this Contract shall be the latest i.e. not manufactured before **May 2022**, and shall incorporate all the latest up gradations.

16. **Quality Assurance.** Satisfactory report is to furnished by the seller from user at the time of submission of bills.-

17. **Inspection Authority.** The Administrative Officer, Sainik School Tilaiya or person authorized by him at the Buyer's site will carry out departmental Inspection / user Inspection.

18. **Warranty:** Following Warranty will form part of contract placed on the successful Bidder:-

(a) The Seller warrants that the services provided under the contract conform to technical specifications prescribed and shall perform according to the said technical specifications.

(b) The Seller warrants for a period of **12 months** from the date of acceptance of services by Receipt Inspection or date of installation and commissioning, whichever is later, that the services provided under the contract and each component used in the manufacture thereof shall be free from all types of defects/failures. If within the period of warranty, the services are reported by the Buyer to have failed to perform as per the specifications, the Seller shall either replace or rectify the same free of charge, within **01 Day** of notification of such defect received by the Seller. Warranty of the equipment would be extended by such duration of downtime. Record of the down time would be maintained by the user in the logbook. Spares required for warranty repairs shall be provided free of cost by the Seller. The Seller also undertakes to diagnose, test, adjust, calibrate and repair/replace the equipment arising due to accidents by neglect or misuse by the operator or damage due to transportation of the items during the warranty period, at the cost mutually agreed to between the Buyer and the Seller.

(c) The Seller also warrants that necessary service and repair back up during the warranty period of the equipment shall be provided by the Seller and he will ensure that the downtime is within 48 hours.

(d) The Seller shall associate technical personnel of the Maintenance agency and Quality Assurance Agency of the Buyer during warranty repair and shall also provide the details of complete defects, reasons and remedial actions for defects.

(e) If a particular equipment/item fails frequently and/or, the cumulative down time exceeds 15 days of the warranty period, the complete equipment shall be replaced free of cost by the Seller within a stipulated period of 07 days of receipt of the notification from the Buyer. Warranty of the replaced equipment would start from the date of acceptance after Joint Receipt Inspection by the Buyer/date of installation and commissioning.

(g) In case the complete delivery of Engineering Support Package is delayed beyond the period stipulated in this contract, the Seller undertakes that the warranty period for the services shall be extended to that extent.

19. **Annual Maintenance Contract (AMC) Clause** - The following AMC clause will form part of the contract placed on successful Bidder -

(a) The Seller would provide comprehensive AMC for a period of 12 months. The AMC services should cover the repair and maintenance of all the equipment and systems under the present Contract. The Buyer Furnished Equipment which is not covered under the purview of the AMC should be separately listed by the Seller. The AMC services would be provided in two distinct ways:

(i) **Preventive Maintenance Service**: The Seller will provide Preventive Maintenance Service visits during a every week to the operating base to carry out functional check ups and minor adjustments/ tuning as may be required.

(ii) **Breakdown Maintenance Service**: In case of any breakdown of the equipment/system, on receiving a call from the Buyer, the Seller is to provide maintenance service to make the equipment/system serviceable.

(b) **Response time**: The response time of the Seller should not exceed 24 hours from the time the breakdown intimation is provided by the Buyer.

(c) Serviceability of 95% per year is to be ensured. This amounts to total maximum downtime of 15 days per year. Also unavailability should not exceed 07 days at one time. Required spares to attain this serviceability may be stored at site by the Seller at his

own cost. Total down time would be calculated at the end of the year. If downtime exceeds permitted downtime, LD would be applicable for the delayed period.

(d) Maximum repair turnaround time for equipment/system would be 05 days. However, the spares should be maintained in a serviceable condition to avoid complete breakdown of the equipment/system.

(e) Technical Documentation: All necessary changes in the documentation (Technical and Operators manual) for changes carried out on hardware and software of the equipment will be provided.

(f) During the AMC period, the Seller shall carry out all necessary servicing/repairs to the equipment/system under AMC at the current location of the equipment/system. Prior permission of the Buyer would be required in case certain components/sub systems are to be shifted out of location. On such occasions, before taking over the items or components, the Seller will give suitable bank guarantee to the Buyer to cover the estimated current value of item being taken.

(g) The Buyer reserves its right to terminate the maintenance contract at any time without assigning any reason after giving a notice of 01 months. The Seller will not be entitled to claim any compensation against such termination. However, while terminating the contract, if any payment is due to the Seller for maintenance services already performed in terms of the contract, the same would be paid to it as per the contract terms.

20. **Parallel Rate Contract.** In case it is observed that a single supplier does not have enough capacity to cater to the entire demand of an item / service or where it is desirable to have a wider vendor base due to criticality of the items, it may become desirable to conclude parallel RCs with more than one firm. The Principal, Sainik School Tilaiya based on the merit of each case, may decide the number of firms to be awarded RC for an item / service in order to have a wider choice.

21. **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 services 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 services have been inspected after the delivery period and rejected by the Inspecting Officer will not bind the Buyer in any manner. The services are being rejected without prejudice to the rights of the Buyer under the terms and conditions of the contract.”

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

(a) The claims may be presented either: (a) on quality of the services, where the quantity does not correspond to the quantity shown in the Packing List/Insufficiency in packing, or (b)

on quality of the services, 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 services. The quantity claim shall be submitted to the Seller as per Form DPM-22 (Available in MoD website and can be given on request).

(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 services. 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 quality of the services 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 items from the location nominated by the Buyer and deliver the repaired or replaced items at the same location under Seller's arrangement.

(f) Claims may also be settled by reduction of cost of items 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.

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

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.

(b) In case 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 'C'. 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.

(g) Self attested copy of following documents with stamp on all the pages are to be submitted:-

(i) A demand draft of BID Earnest money (EMD) amount **Rs 10,000** 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 1,000/-** will be attached if downloaded from the School website.

(iii) Attested copy of GST registration.

- (iv) A copy of current GST returns.
- (v) Copy of Pan card and Aadhaar Card.
- (vi) Income tax return certificate.
- (vii) Copy of Character certificate issued by Deputy Commissioner / Superintendent of Police office.
- (viii) Affidavit for non-black listing / no legal litigations

.....Jun 22

Sd/-

(Anant Shrivastava)

Sqn Ldr

Adm Offr

FORM TO BE COMPLETED BY THE TENDERER

1. Name of the Firm/Individual:
2. Address:
3. Branches :.....
4. (a) PAN No..... (b) GST No
5. Telephone/Telex No/Fax/Mobile No :.....
6. E-mail IDfor online supply order.
7. Is your firm Administered 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.

NOTES: 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)

**TECHNICAL SPECIFICATION AND PRICE BID FOR ANNUAL MAINTAINENCE CONTRACT
FOR FIRE FIGHTING APPLIANCES, GAS BANK & LPG OVENS WITH CONSUMABLES**

	Items	Rate	GST	Amount
1.	Comprehensive Annual Maintenance Contract of (AMC) Cadets' Mess Gas Bank of capacity 36 cylinders (qty -02) with four Industrial Stoves and one Chappati making machine which includes all the spares and pipeline in Cadets' Cook House.			
2.	Comprehensive Annual Maintenance Contract of all types of Fire Fighting Equipments with spares which includes Soda Cylinders (qty-08), Foam Cylinders (qty-05), ABC 4Kg (qty-25), ABC 20 Kg Trolley based (qty-02)			
3.	Comprehensive Annual Maintenance Contract of all Gas Ovens (qty-01), Burners (qty-03), Regulators (qty-03) and pipelines of Chemistry Lab.			

SCOPE OF WORK

1. To check and service the complete Fire Fighting equipment, Gas Bank and LPG Oven on monthly basis during the period of contract and submit the report.
2. To attend any breakdown call during the normal working hours, within 24 hours, without any extra charges. The contractor is also required to work on holidays in case of need for which no extra payment shall be made.
3. The Tenderer shall arrange his own labours for repairs & maintenance. The contractor will have to bear the transportation charges to and from the workshop to School.
4. To replace / repair free of charge all spares, pipelines and other periodically refillable consumables which are needed for the Fire Fighting equipment, Gas Bank and LPG Oven as well as a result of normal wear and tear during the contract period, including all required spares. If any repairs to be carried out in any of the Fire Fighting equipment, Gas Bank and LPG Oven, the same should be noted in the service report on each occasion
5. The scope and nature of services to be provided by the contractor shall include scheduled preventive maintenance services which cover periodic and break down servicing, along with replacement of defective spare parts and other consumables, if required during the contract period.
6. To replace powder / acid bottles before date of expiry to maintain serviceability of all fire fighting equipments at all the times.
7. To inform school authorities in case of any untoward incident take place during repair / maintenance of Gas Bank or any fire fighting equipments.
8. The tenderer has to have fire fighting equipments handling certificate from any concern authority.

UNSATISFACTORY PERFORMANCE

1. If the performance of the contractor is not satisfactory and he fails to attend the complaints in time as stipulated in the tender, fails to attend the complaint to any of the works as contained in the scope of work, recovery from his bills will be made.
2. The contractor shall be responsible for the acts and deeds of its staff. School will in no way be responsible for violation of any applicable law, rules and / or other loss caused either by the contractor or its staff.
3. School reserves its right to recover from periodical payments to be made to the Contractor, any loss or damage that may be caused to the equipment, machinery, building or any other property of School by negligence or any other reason whatsoever by the Contractor or its staff.
4. The contractor shall be bound to maintain service record of complaints received and attended by his staff. The Staff will be under the control and supervision of the Contractor including their performance and discipline. The Contractor shall be responsible to comply with the provisions of all the applicable laws and other enactments and amendments made thereto, from time to time and the labour laws as may be in force and applicable.
5. None of the staff of the contractor shall be liable to claim any sort of employment with School. The Contractor shall ensure that the workmen employed are medically fit and in sound mind and health. The contractor would ensure that his staff must have Identity cards to enter the premises of the School for due performance of duties.
6. School expects that contractor to ensure that his staff should maintain polite and courteous behaviour. The contractor should ensure that his staff should not be under the influence of liquor or any other such substance while on duty and any damage caused by such of the contractor's employee will be borne by the contractor.

(Signature of the Tenderer)

Note -

1. * Strike out whichever is not applicable.
2. In case of tax exempted item/service, please attach copy of applicable Government order.

AUTHORIZATION FORM IOC / HP / BP

To,

The Principal
Sainik School Tilaiya
Tilaiya Dam

Reference Tender No:..... dated

Dear Sir,

We, M/S the Authorised Dealer of

.....(Address of the Company) do hereby authorize
M/S.....(Name and Address of
dealer)

to submit a bid, and subsequently sign the contract with you against the above tender for servicing of Gas Bank and LPG Oven.

We hereby extend our full guarantee, warranty and support and also in meeting warranty obligations by providing necessary spares in time for the services offered by the above dealer against this tender.

Yours faithfully

(Name:-.....)

(Name of the Company)

Note:- This letter of authority should be on the letter head of the authorised dealer of IOC / HP / BP and should be signed by a competent person.

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) Tenderer 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.

Sl.No	Description / Tender Requirement	Tenderer's Reply
Compliance to Technical Requirement		
1.	Confirm that the offer has been submitted strictly as per the tender required	
2.	Confirm that "Technical Specifications" have been submitted as per user requirement.	
3.	Confirm that there is no technical deviation and specification of offered product is same as per tender specification.	
Compliance to Commercial Requirement		
1.	Confirm that the quoted price is 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 six months 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.	
6.	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 Tenderer making a false claim would have its contract terminated forthwith, if detected later.	
8.	<p>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.</p> <ul style="list-style-type: none"> 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 <p>If yes, then please mention with whom your firm is registered with as MSE and the Proof for the same may be attached</p> <p>Note:- Benefits /Preference available to Micro & Small Enterprises (MSEs) is applicable to “ Producer/Manufacturer” of the tendered items only”</p>	

(Signature of the Tenderer)