



SAINIK SCHOOL TILAIYA

PO – TILAIYA DAM, DISTT – KODERMA, PIN – 825413 (JHARKHAND)

INVITATION OF BIDS FOR RATE CONTRACT FOR UNDERTAKING CIVIL WORK INCLUDING REPAIRS & MAINTENANCE

Request for Proposal (RFP) Tender Notice No: 05 / 2022 (R)

1. Principal, Sainik School, Tilaiya (hereafter referred as the Buyer), invites bids for supply of items listed in Part II of this RC/ Tender Document. Please super scribe the above mentioned Title, RC/ Tender Document number and date of opening of the Bids on the sealed cover (in case of applications by post/ courier) to avoid the Bid being declared invalid.
2. The address and contact numbers for sending Bids or seeking clarifications regarding this RC/ Tender Document 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 of the contact personnel: **06534 - 235048/ Extn: 120**
 - (e) E-mail ids of contact personnel: sainikschooltilaiya@gmail.com
 - (f) Fax number: **06534 - 235155**
3. This RC/ Tender Document is divided into five Parts as follows:
 - (a) Part I – Contains General Information and Instructions for the Bidders about the RC/ Tender Document 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 RC/ Tender Document, which will form part of the Contract with the successful Bidder.
 - (d) Part IV – Contains Special Conditions applicable to this RC/ Tender Document 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 RC/ Tender Document 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 RC/ Tender Document, 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 Bid 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:** Bids can be sent by means of Sealed Bids which should be either dropped in the 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.
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 Adm Offr,
Sainik School Tilaiya, PO- Tilaiya Dam
Distt - Koderma, PIN - 825413(Jharkhand)**
5. **Place of opening of the Bids:** **Conference Hall / Adm Block / Auditorium
Sainik School Tilaiya, PO- Tilaiya Dam
Distt - Koderma, PIN - 825413(Jharkhand)**
6. The Bidders may depute their representatives, duly authorized in writing, to attend the opening of Bids on the due date and time.
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 RC/ Tender Document:** 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:** No bid shall be modified after 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. 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 RC/ Tender Document.
13. **Validity of Bids:** The Bids should remain valid till 6 months **(31 Dec 2022)** from the last date of submission of the Bids.

14. **Filling of Tender Documents:** Filling of all the relevant points of tender documents is mandatory by the tenderer. All the pages of tender documents must be signed by the tenderer. Anything missing on the document part will be treated as cancel of complete tender document. Tenderer will not have any right to claim on the subject issue.
15. **Period of Contract:** Period of Contract will be w.e.f **01 Jul 22 to 30 Apr 23**.
16. **Filling of Tender Documents:** Filling of all the relevant points of tender documents is mandatory by the tenderer. All the pages of tender documents must be signed by the tenderer. Anything missing on the document part will be treated as cancel of complete tender document. Tenderer will not have any right to claim on the subject issue.
17. **Credential of Tenderer:** Tenderer is supposed to submit the all relevant credential document along with the tender form.
18. **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 / school Website for which **DD of Rs1,000/-** 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:** Principal, Sainik School Tilaiya invites quotation from reputable firms for Undertaking Civil Work including repairs & maintenance as per works described in “**Schedule of Rates for North Chotanagpur Division, Hazaribagh**” released by **Govt of Jharkhand**, at Sainik School Tilaiya, PO – Tilaiya Dam, Distt – Koderma, PIN – 825413 (Jharkhand):-
2. **Technical Details:**
- (a) Description of work would be as laid down in “**Schedule of Rates for North Chotanagpur Division, Hazaribagh**” released by **Govt of Jharkhand**
- (b) “**Delhi Schedule of Rates**” released by **CPWD, Govt of India** would be applicable in all cases of works not referred to in the Schedule mentioned at para (a) above.
- (c) **No change of rates would be accepted even in case of revision of rates by concerned department(s) mentioned at para (a) & (b) above.**
3. **Eligibility Criteria:**
- (a) The contractor should have registration for undertaking civil works.
- (b) He should have valid labour license.
- (c) All labours engaged in the work shall have to be covered under the EPF miscellaneous provisions Act and schemes there under.
- (d) GST Registration Certificate & GST Clearance Certificate of the state of Jharkhand having their validity as on last date of submission of tender.
- (e) Partnership deed/Affidavit of proprietorship/Article of Association including and change in the constitution business duly attested by a Notary Public.

4. **Delivery Period:** Delivery period will be **as ordered** from the effective date of contract. 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 items are not received within the contracted delivery period. Extension of contracted delivery period will be at the sole discretion of the Buyer.
5. **Time of Work:** Supply of Stores will be strictly between 0800hrs-1700hrs.
6. **Consignee details:** **Principal
Sainik School Tilaiya,
PO – Tilaiya Dam,
Distt – Koderma,
PIN – 825413 (Jharkhand)**

PART III – STANDARD CONDITIONS OF RC/ TENDER DOCUMENT

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 or **30 April 2023**, which ever expires earlier. 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.
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 offers 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 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. **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, continuously for more than **30 days**.

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

(c) The delivery of material is delayed due to causes of Force Majeure by more than **3 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 the fact 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) The price quoted by the Bidder should be inclusive of all taxes and duties including Excise Duty, Octroi, Sales Tax / VAT. In the absence of detailed 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 entertained after the opening of tenders.

(iii) 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.

(iv) 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) **Excise Duty.**

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

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

(iii) The Seller will undertake that in case any refund from Excise Authority is obtained by the Seller after obtaining reimbursement from the Paying Authority, it will be immediately refunded by the Seller to the Paying Authority giving details and particulars of the transactions, In case the Seller fails to do so, the Paying Authority will have full authority to recover such amounts from the Seller's outstanding bills against that particular contract and that no dispute on this account would be raised by the Seller. .

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

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

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

(ii) On the Bids quoting sales tax extra, the rate and the nature of Sales Tax applicable at the time of supply should be shown separately. Sales tax will be paid to the 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 sales tax and the same is payable as per the terms of the contract.

(d) **Octroi Duty & 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 stores 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 RC/ TENDER DOCUMENT

The Bidder is required to give confirmation of their acceptance of Special Conditions of the RC/ 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 Security.** Before signing of the Rate Contract, the successful Bidder will be required to furnish a Performance Security by way of Demand Draft 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).
2. **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 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, based on the merit of each case, may decide the number of firms to be awarded RC for an item in order to have a wider choice.
3. The Buyer reserves the right to purchase the contracted goods through School Run Canteen (Canteen Stores Department), in case available, without entering into Parallel Rate Contract.
4. The Buyer as well as the supplier may withdraw the rate contract within 30 days of serving suitable notice to the other party.
5. The purchaser has the option to renegotiate the price with the rate contract holders.
6. In case of emergency, the purchaser may purchase the same item through ad hoc contract with a new supplier.
7. The purchaser and the authorized users of the rate contract will be entitled to place supply orders up to the last day of the validity of the rate contract and, though supplies against such supply orders will be effected beyond the validity period of the rate contract, all such supplies will be guided by the terms and conditions of the rate contract.
8. **Fall Clause.** The rate contract will be guided by “**Fall Clause**”, which provides that if the rate contract holder reduces its price or sells or even offers to sell the rate contracted goods following conditions of sale similar to those of the rate contract, at a price lower than the rate contract price, to any person or organization during the currency of the rate contract, the rate contract price will be automatically reduced with effect from that date for all the subsequent supplies under the rate contract and the rate contract amended accordingly. Other parallel rate contract holders, if any, are also to be given opportunity to reduce their price as well, by notifying the reduced price to them and giving them 15 (fifteen) days’ time to intimate their revised prices, if they so desire, in sealed cover to be opened in public on the specified date and time and further action taken as per standard practice. However, if the parallel rate contract holders attempt to grab more orders by unethical means by announcing reduction of their price (after getting the rate contract) under the guise of Fall Clause and their performances are not found to be up to the mark, appropriately severe action should be taken against them including deregistering them, suspending business deals with them, terminating the contract or any other action as deemed fit by the Buyer.
9. **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 **24 hrs** 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 be in accordance with the specifications / parameters agreed by the Seller, 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 **24 hrs**, the Buyer shall, having given the right of first refusal to the Seller be at liberty to purchase or procure from any other source as he thinks fit, other stores 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 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 10% of the value of the contract.”

10. **Force Majeure clause.**

(a) Neither party shall bear responsibility for the complete or partial nonperformance of any of its obligations (except for failure to pay any sum which has become due on account of receipt of goods under the provisions of the present contract), if the non-performance results from such Force Majeure circumstances as Flood, Fire, Earth Quake and other acts of God as well as War, Military operation, blockade, Acts or Actions of State Authorities or any other circumstances beyond the parties control that have arisen after the conclusion of the present contract.

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

(c) The party for which it becomes impossible to meet obligations under this contract due to Force Majeure conditions, is to notify in written form the other party of the beginning and cessation of the above circumstances immediately, but in any case not later than 10 (Ten) days from the moment of their beginning.

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

(e) If the impossibility of complete or partial performance of an obligation lasts for more than 6 (six) months, either party hereto reserves the right to terminate the contract totally or partially upon giving prior written notice of 30 (thirty) days to the other party of the intention to terminate without any liability other than reimbursement on the terms provided in the agreement for the goods received.

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 RC/ Tender Document.

12. **Earliest Acceptable Year of Manufacture/ Production.** Unexpired goods manufactured not earlier than **May 2022.**

13. **Transportation.** Seller will bear the costs and freight necessary to bring the goods to Sainik School Tilaiya.

14. **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.

(b) The packing of the equipment and spares/goods shall conform to the requirements of specifications and standards in force.

15. **Quality.** The quality of the stores delivered according to the present Contract shall correspond to the conditions and standards valid for the deliveries of the same stores for in Seller's country or specifications enumerated as per RC/ Tender Document.

16. **Quality Assurance.** The item should be of the latest manufacture, conforming to the current production standard and preferably having 100% defined life at the time of delivery.

17. **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.

18. **Payment Terms.** Standard Payment terms, as indicated below, will be incorporated in the Rate Contracts:-

(a) It is mandatory for the Bidders to indicate their bank account numbers with IFS Code and other relevant payment details so that payments could be made through Bank Transfer / e-banking. The applicable bank charges will be borne by the vendor.

(b) 100 % against post inspection delivery at Sainik School Tilaiya.

(c) The vendor has to submit two copies of Pre-receipted (signature as received payment on bill with Rs 1/- revenue stamp) Invoice/bill.

(d) As far as possible, payment will be effected by the paying authority within 30 working days from the date of receipt of bill. Consolidated observations, if any should be forwarded within 10 working days by paying authority to the CFA.

19. **Paying authority.** Principal, Sainik School Tilaiya will be the paying authority.

PART V – EVALUATION CRITERIA & PRICE BID ISSUES

1. **Evaluation Criteria.** The broad guidelines for evaluation of Bids will be as follows:-

(a) Only those Bids will be evaluated which are found to be fulfilling all the eligibility and qualifying requirements of the RC/ Tender Document.

(b) The Lowest Bid will be decided upon the lowest price quoted by the particular Bidder including all taxes, duties, transportation & freight cost. 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 entreated after the opening of tenders. If a Bidder chooses to quote a price inclusive of any duty and does not confirm inclusive of such duty so included is firm and final, he should clearly indicate the rate of such duty and quantum of excise duty included in the price. Failure to do so may result in ignoring of such offers summarily. If a Bidder is exempted from payment of Customs duty / Excise

Duty / VAT duty upto any value of supplies from them, they should clearly state that no excise duty will be charged by them up to the limit of exemption which they may have. If any concession is available in regard to rate/quantum of Customs duty / Excise Duty / VAT, it should be brought out clearly. Stipulations like, excise duty 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 excise duty will not be charged by him even if the same becomes applicable later on. In respect of the Bidders who fail to comply with this requirement, their quoted prices shall be loaded with the quantum of excise duty which is normally applicable on the item in question for the purpose of comparing their prices with other Bidders. The same logic applies to Customs duty and VAT also.

(c) 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.

(d) The Lowest Acceptable Bid will be considered further for placement of contract / Supply Order after complete clarification and price negotiations as desired/ decided by the Buyer. The Bidder will have to attend the Price Negotiation Committee Meeting, if called for, at his own expense. 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.

(e) Experience in the field will be given due weightage towards evaluation.

(f) Any other criteria as applicable in this particular case.

2. **Price Bid Format.** Bidders are required to fill up the **Price Bid** format paced as Appendix "B" correctly with full details.

..... Jun 2022

(Anant Shrivastava)
Sqn Ldr
Adm Offr

APPENDIX 'A'

(Refers to Para 7 of Pt – I
Of RC/ Tender document)

**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)TIN No
5. Telephone/Telex No/Fax/Mobile No :.....
6. E-mail IDfor 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.

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)

PRICE BID FOR RATE CONTRACT
FOR UNDERTAKING CIVIL WORK INCLUDING REPAIRS & MAINTENANCE

S No	Name of items	Denm of Qty	Rate		Discount in PWD/ CPWD (incl of all taxes)
			In Fig	In Words	
1.	Dismantling Work	Cu Mtr			
2.	Sand Filling	Cu Mtr			
3.	Brick Work	Cu Mtr			
4.	Plaster of Wall	Sq Mtr			
5.	R.C.C Work	Cu Mtr			
6.	P.C.C Work	Cu Mtr			
7.	Brick Soiling Flat soiling & Edge Soiling	Sq Mtr			
8.	Floor Tiling	Sq Mtr			
9.	Wall Tiling	Sq Mtr			
10.	MS Door	Sq Mtr			
11.	Grill Work	Sq Mtr			
12.	Replacement of Old Asbestos Sheet with Fitting	Nos			
13.	Sanitary Work WC, I/Commode, ½", 1"PVC Pipe, Tap	Nos			
14.	Laying of PVC Pipe(4"/6"/8")	Nos			
15.	Water Storage Tank(500L/1000L/2000L)	Nos			
16.	Earth Work	Cu Mtr			
17.	Fabrication Work	Sq Mtr			
18.	Chequer Tiles	Sq Mtr			
19.	Painting Work(Metal & Wood)	Sq Mtr			
20.	Wall Painting(Weather Coat/Distemper/Snowcem/Wal I Primer)	Sq Mtr			

(Signature of the Tenderer)

21.	Poly Carbon Sheet	Sq Mtr			
22.	MS Pipe (Construction Work) 1 1/2"/3"/4" Pipe	Per Mtr			
23.	Fiber Glass 3mm & 4mm	Sq Mtr			
24.	Plumbing Work	L/S			
25.	Wood Work	Sq.Mtr			
26.	Water Supply Works	L/S			
27.	Sewerage & Drainage work	Cu Mtr			
28.	False Ceiling Work	Sq Mtr			
29.	Turfelting Work	Sq Mtr			
30.	Punning	Sq Mtr			
31.	PVC Door	Sq Mtr			
32.	Fiber Sheet	Sq Mtr			
33.	Galvanium Sheet (Colour)	Sq Mtr			
34.	Kota Stone Work	Sq Mtr			
35.	Western Commode Fittings	Set			
36.	Indian Commode Fittings	Set			
37.	Barbed wire work(supply & fittings)	R/ Mtr			
38.	Concertina work(supply & fittings)	R / Mtr			
39.	Inauguration Stone with etching	Sq Ft			
40.	Miscellaneous				

(Signature of the Tenderer)

Note: Tenderers interested in quoting more items (related to AMC Civil works) other than mentioned above items may do so separately on their letter pads in the above format and attach it with their application. Selection of Brand will be at the sole discretion of the Buyer.

CERTIFICATE

Separate Price Bid: Attached / Not Attached

(Signature of the Tenderer)

Note:

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