



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

Invitation of Bids for “Installation of Sit up Bar / Push up Bar and Hyper Extension Bar”

Request for Proposal (RFP) Tender Notice No: 2024-25 (v)

1. Bids in sealed cover are invited for "**Installation of Sit up Bar / Push up Bar and Hyper Extension Bar**". 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: **Adm 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 29 Oct 24**
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 the 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:** **1330 hrs on 29 Oct 24**
(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 'D' 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. **Forwarding of Bids:** Bids should be forwarded by bidders under their original memo / letter pad inter alia furnishing all details mentioned in Appendix "A".
 7. **Clarification regarding contents of the RFP:** A prospective bidder who requires clarification regarding the contents of the bidding documents shall notify to the buyer in writing about the clarifications sought not later than 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.
 8. **Modification and Withdrawal of Bids:** A bidder may modify or withdraw his bid after submission provided that the written notice of modification or withdrawal is received by the Buyer prior to deadline prescribed for submission of bids. A withdrawal notice may be sent by fax but it should be followed by a signed confirmation copy 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.
 9. **Clarification regarding contents of the Bids:** During evaluation and comparison of bids, the Buyer may, at its discretion, ask the bidder for clarification of his bid. The request for clarification will be given in writing and no change in prices or substance of the bid will be sought, offered or permitted. No post-bid clarification on the initiative of the bidder will be entertained.
 10. **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.

11. **Unwillingness to quote:** Bidders unwilling to quote should ensure that intimation to this effect reaches before the due date and time of opening of the Bid, failing which the defaulting Bidder may be delisted for the given range of items as mentioned in this RFP.
12. **Validity of Bids:** The Bids should remain valid till 06 months **(30 Apr 2025)** from the last date of submission of the Bids.
13. **Earnest Money Deposit:** Bidders are required to submit Earnest Money Deposit (EMD) for amount of **Rs 24,000/-** (Twenty Four Thousand only, **3%** of Appx value of the project) in the form of DD only payable to Principal, Sainik School Tilaiya along with their bids. The EMD of the successful bidder would be returned, without any interest whatsoever, after the receipt of Performance Bank Guarantee. EMD is not required to be submitted by those Bidder's who are registered with the Central Purchase Organization e.g. MSME (concern trading has to be endorsed in MSME), National Small Industries Corporation (NSIC) or any Department of MoD or MoD itself. 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.
14. **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 1330 hrs (except on Sundays & Holidays) from **08 Oct 2024 to 28 Oct 2024** or can be downloaded from CPP portal / school Website for which **DD of Rs 1,000/-** payable to Principal Sainik School Tilaiya, SST Branch (Code 3502) is to be attached with Tender documents.
15. The estimated value of work under this contract agreement may change and shall be within the amount of **Rs. 08 Lakh.**

PART II – ESSENTIAL DETAILS OF ITEMS/SERVICES REQUIRED

1. **Schedule of Requirements: “Installation of Sit up Bar / Push up Bar and Hyper Extension Bar”**

2. **Technical Details:**

- (a) Specifications: Attached as Appendix “B”.
- (b) Agreed Terms & Conditions: Bidders have to submit ATC duly fill up as per Appx ‘C’ along with Technical Bid.

3. **Two-Bid System:**

- (a) The Bidders are required to submit **two separate Bids** as given below:-
 - (i) **Technical Bid.** Bidders are required to furnish clause by clause compliance of specifications bringing out clearly the deviations from specification, if any. The Bidders are advised to submit the compliance statement in the following format along with Technical Bid:-

Para 2 Part II of Tender specifications item-wise	Specification of item offered	Compliance to Tender specification – whether Yes / No	In case of noncompliance, deviation from Tender to be specified in unambiguous terms.
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- (ii) **Commercial/ Price Bid.** Bidders are required to fill up the Price Bid Format as given at **Appendix “D”** correctly with full details.

4. **Samples:** Samples of each type of item must be submitted along with the Tender Document during the submission of Bids and the same will checked during technical evaluation.

5. **Delivery Period:** Completion time for **Flooring of Indoor Squash Court, Badminton Court and Gymnasium** would be **60 days** from the date of work order after completion of agreement with the school. Please note that contract can be cancelled unilaterally by the buyer in case of **Flooring of Indoor Squash Court, Badminton Court and Gymnasium** is not completed within the contracted delivery period. Extension of contracted period will be at the sole discretion of the Buyer, with applicability of LD clause.

6. **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 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. **Liquidated Damages:** In the event of the Sellers failure to submit the Bonds, Guarantees and Documents, supply the stores / goods and conduct trials, installation of equipment, training etc. as specified in this contract, the buyer may, at his discretion, 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 stores/services mentioned above for every week of delay or part of a week, subject to the maximum value of the Liquidated Damages being not higher than 10% of the value of delayed stores.
9. **Termination of Contract:** The Buyer 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 **01 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 **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 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.

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 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 **5%** of the total contract value 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 goods 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 ECS/EFT 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). The payment will be made as per the following terms on production of requisite documents:-

- (a) 100% on completion and inspection of the entire project as per specification

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) Xerox copy of PBG.
- (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 stores supplier under the contract by the Seller shall in no event exceed the lowest price at which the Seller sells the stores or offer to sell stores of identical description to any persons/ organization including the purchaser or any department of the Central Government or any Department of State Government or any statutory undertaking the Central or State Government as the case may be during the period 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 sale price, sells or offer to sell such stores 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 store of such reduction of sale or offer of the sale shall stand correspondingly reduced. The above stipulation will, however, not apply to:

- (i) Exports by the Seller.
- (ii) Sale of goods as original equipment at price lower than the price charged for normal replacement.
- (iii) Sale of goods such as drugs which have expiry dates.
- (iv) Sales of goods at lower price on or after the date of completion or sale / placement of the order of goods 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 sale price of the stores or description to the stores suppliers of the Government under the contract herein and such stores 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 quantity of stores categories under sub-clauses (a), (b) and (c) of sub- para (ii) above details of which are given below."

8. **Risk & Expense clause.**

(a) Should the stores or any installment thereof not be delivered within the time or times specified in the contract documents, or if defective delivery is made in respect of the stores or any installment thereof, the Buyer shall after granting the Seller 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 stores 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 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 50% of the value of the contract."

9. **Force Majeure clause.**

(a) Neither party shall bear responsibility for the complete or partial non- performance of any of its obligations (except for failure to pay any sum which has become due on account of receipt of goods under the provisions of 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 goods received.

10. **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 design configuration to meet the specific requirement of the Buyer Services as per modifications/requirements recommended after the Maintenance Evaluation Trials. All technical literature and drawings shall be amended as the modifications by the Seller before supply to the Buyer. The Seller, in consultation with the Buyer, may carry out technical

up gradation / alterations in the design, drawings and specifications due to change in manufacturing procedures, indigenisation or obsolescence. This will, however, not in any way, adversely affect the end specifications of the equipment. Changes in technical details, drawings repair 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.

11. **OEM Certification:** In case the Bidder is not the OEM, the agreement certificate with the OEM for sourcing the spares shall be mandatory. However, where OEMs do not exist, minor aggregates and spares can be sourced from authorized vendors subject to quality certification.

12. **Export License:** The Bidders are to confirm that they have requisite export license from their Government and Authorization from the manufacturing plant, in case they are not the OEM, to export the military / non-military goods to India.

13. **Earliest Acceptable Year of Manufacture:** Not earlier than Apr 24 for which a quality / life certificate will need to be enclosed with the Bill.

14. **Buyer Furnished Equipment:** No equipment will be provided by the Buyer at his expense to the Seller:

15. **Transportation.** The stores shall be delivered and installed at buyer location free of cost / at cost of seller. Any damages due to transportation is the responsibility of seller and not the Buyer. Any damages occurred due to transportation or shipment is to be replaced by Seller immediately at his own cost.

16. **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 equipment and spares/goods contracted so as to ensure their safety against damage in the conditions of land, sea and air transportation, trans shipment, storage and weather hazards during transportation, subject to proper cargo handling. The Seller shall ensure that the stores are packed in containers, which are made sufficiently strong, and with seasoned wood.

(b) The packing cases should have hooks for lifting by crane/fork lift truck. Tags with proper marking shall be fastened to the special equipment, which cannot be packed.

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

(d) Each spare, tool and accessory, if provided, shall be packed in separate cartons. A label in English shall be pasted on the carton indicating the under mentioned details of the item contained in the carton.

17. **Quality.** The quality of the stores delivered according to the present Contract shall correspond to the technical conditions and standards valid for the deliveries of the same stores for in Seller's country or specifications enumerated as per RFP and shall also include therein modification to the stores suggested by the Buyer. Such modifications will be mutually agreed to. The Seller confirms that the stores to be supplied under this Contract shall be new i.e. not manufactured before **July 2018**, and shall incorporate all the latest improvements and modifications thereto and spares of improved and modified equipment are backward integrated and interchangeable with same equipment supplied by the Seller in the past if any. The Seller shall supply an interchangeability certificate along with the changed part numbers wherein it should be mentioned that item would provide as much life as the original item.

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

19. **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.

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

(a) The Seller warrants that the goods supplied 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 stores by Joint Receipt Inspection or date of installation and commissioning, whichever is later, that the goods/stores supplied under the contract and each component used in the manufacture thereof shall be free from all types of defects/failures.

(c) If within the period of warranty, the goods 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 a maximum period of 45 days of notification of such defect received by the Seller, provided that the goods are used and maintained by the Buyer as per instructions contained in the Operating Manual. 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 goods/equipment arising due to accidents by neglect or misuse by the operator or damage due to transportation of the goods during the warranty period, at the cost mutually agreed to between the Buyer and the Seller.

(d) 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 5 % of the warranty period.

(e) 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.

(f) If a particular equipment/goods fails frequently and/or, the cumulative down time exceeds 5% of the warranty period, the complete equipment shall be replaced free of cost by the Seller within a stipulated period of 15 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 goods/stores shall be extended to that extent.

21. **Parallel Contract.** In case it is observed that a single supplier does not have enough capacity to complete the project in the stipulated time period 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 and divide the project among them after finalization of tender. 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 in order to have a wider choice.

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) The Lowest Bid will be decided upon the lowest price quoted by the particular Bidder as per the price Format given at Appx 'C' and quality of item..
 - (c) A demand draft of BID Earnest money (EMD) amount **Rs 24 Thousands** in favour of Principal "Sainik School Tilaiya". MSME holders are exempted from submitting EMD.
 - (d) Money receipt of the Tender Paper purchased must be enclosed if purchased from School or a **DD of 1000/-** will be attached if downloaded from the School website.
 - (e) Attested copy of GST registration.
 - (g) Copy of pan card and Aadhar Card.
 - (h) Income tax return certificate of last three Assessment years.
 - (j) A copy of current GST returns.
 - (k) A copy of CA Audit report includes assessment report, if audit is not applicable then a copy of self-attached assessment report.
 - (l) Minimum turnover of bidder for the last three consecutive years.
 - (m) Copy of Character certificate issued by Deputy Commissioner / Superintendent of police office.
 - (n) Affidavit for non-black listing / no legal litigations
 - (o) Copy of experience certificate for the corresponding items under any government sectors.
 - (p) Self-attested along with stamp at all pages of submitted document is mandatory.
 - (q) Technical bid and Financial bid separately sealed in two different envelopes. On qualifying in technical bid Financial bids will be opened.

..... Oct 24

(Anant Shrivastava)
Wg Cdr
Adm Officer
for Principal

Cont'd....14

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 for "Installation of Sit up Bar / Push up Bar and Hyper Extension Bar"

Work Required To Be Carried Out

The following proposed works need to be carried out:

A. Sit up Bar



B. Push up Bar



C. Hyper Extension Bar



NOTE:

Contractors are to specify the technical parameters in details on their letter head duly signed to justify the above works with rates.

AGREED TERMS AND CONDITIONS

Important Notice

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

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

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

S.No	Description / Tender Requirement	Vender's Reply
Compliance to Technical Specification		
1.	Confirm that the offer has been submitted strictly as per the tender required	
2.	Confirm that all the document related to "Technical Specification" have been submitted as a token of acceptance.	
3.	Confirm that there is no technical deviation and specification of offered product is same as per tender specification.	
Compliance to commercial Bid		
1.	Confirm that the quoted prices are in Indian Rupees.	
2.	Confirm that the Price shall be FIRM and FIXED till complete execution of order and shall not be subject to variation on any account.	
3.	Confirm that your quotation is valid for acceptance up to 1 year from the opening date of this enquiry.	
4.	Confirm that packaging & transportation charges or any other charges should be included in Price Bid. The total price of all items put together will be considered for price evaluation.	
5.	Please confirm that your firm have not been banned or delisted by any Government or Quasi Government agencies or PSUs. This does not necessarily be the cause for disqualification. However if this declaration is not furnished the bid may be rejected as non responsive.	
6.	Confirm acceptance of repairs / replacement of items free of all expenses related to damaged flooring for a period of clear 02 months from the date of satisfactory completion.	

7.	If your response to point no. 5 above “banned / Delisted By.....(Name of Co) and (ii) Validity of such delisting banning.	
8.	Confirm unconditional acceptance that any bidder making a false claim would have its contract terminated forthwith, if detected later.	
9.	Confirm whether your firm is registered with any of the following in order to avail the benefits/preference available vide Public Procurement Policy MSEs order, 2012. (a) District Industries Centers (DIC) (b) Khadi and Village Industries Commission (KVIC) (c) Khadi and Village Industries Broad (d) Coir Board (e) National Small Industries Corporation (NSIC) (f) Directorate of Handicraft and Handloom (g) Any other body specified by Ministry of MSME If yes, then please mention with whom your firm is registered with as MSE and the Proof for the same may be attached Note:- Benefits / Preference available to Micro & Small Enterprises (MSEs) is applicable to “ Producer / Manufacturer” of the tendered items only”	

Price Bid for “Installation of Sit up Bar / Push up Bar and Hyper Extension Bar”

A. Sit up Bar



B. Push up Bar



C. Hyper Extension Bar



(Signature of the Tenderer)