

INVITATION OF BIDS FOR RENOVATION OF SCHOOL BUILDINGS AT SAINIK SCHOOL GOPALGANJ

REQUEST FOR PROPOSAL (RFP) No : SSG/J/2021/QM DATED 28 AUG 19

1. Bids in sealed cover are invited for supply of item listed in Part II of this RFP. **Please super scribe 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 numbers for sending Bids or seeking clarifications regarding this RFP are given below-
 - a. Bids/queries to be addressed to: **Principal, Sainik School Gopalganj.**
 - b. Name/designation of the contact personnel: **Administrative Officer, Sainik School Gopalganj.**
 - c. Telephone numbers of the contact personnel: **06150-231681/232446**
 - d. e-mail ids of contact personnel: **ssgopalganj@rediffmail.com**
 - e. Fax number: **06150-231681/232446.**
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 RFP, should it become necessary at any stage.
5. Bidders are required to attach the RFP documents duly signed and stamped along with commercial bid.

Part I – General information

1. **Last date and time for depositing the Bids:** At 1700 Hrs on 18 Sep 19 the sealed Bids will be deposited 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 dropped in the Tender Box marked as **Tender Box** and kept in the Main Hall of the School.
3. **Time and date for opening of Bids.** At 1000 Hrs at 19 Sep 19 (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 ay/time, as intimated by the Buyer).
4. **Location of the Tender Box:** Main Hall, Sainik School Gopalganj. Only those Bids that are found in the tender box will be opened.
5. **Place of opening of the Bids:** Main Hall, Sainik School Gopalganj. 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.
6. **Forwarding of Bids** – Bids should be forwarded by Bidders under their original memo / letter pad inter alia furnishing details like TIN number, GST number, Bank address with EFT Account if applicable, etc and complete postal & e-mail address of their office.
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 14 (fourteen) days prior to the date of opening of the Bids. Copies of the query and clarification by the purchaser 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. Validity of Bids: The Bids should remain valid till **90 days** from the last date of submission of the Bids.

12. Earnest Money Deposit: – Earnest Money Deposit. Bidders are required to submit Earnest Money Deposit (EMD) for an amount of **Rs 85,000/- (Rupees eighty five thousand only)** along with their bids. Earnest Money Deposit shall be paid in favour of the Principal, Sainik School, Gopalganj in the form of an Account Payee Demand Draft payable at State Bank of India, Sainik School, Gopalganj Narainia, Mirganj, Branch (Code No.9212). EMD of the unsuccessful bidders will be returned to them at the earliest after expiry of the final bid validity and latest on or before the 30th day after the award of the contract. The Bid Security of the successful bidder would be returned, without any interest whatsoever, on completion of successful delivery and accepted by buyer after inspection. EMD is not required to be submitted by those Bidders who are registered with the Central Purchase Organization (e.g. DGS&D), National Small Industries Corporation (NSIC). The EMD will be forfeited if the bidder withdraws or amends, impairs or derogates from the tender in any respect within the validity period of their tender.

Part II – ESSENTIAL DETAILS OF ITEMS/SERVICES REQUIRED

1. Schedule of Requirements– Request for Proposal (RFP) No SSG/J/2021/QM DATED 18 AUG 19. Last Date of receipt of quotation: 1700 Hrs on 18 Sep 19. Date of Tender Opening : 1000 Hrs on 19 Sep 19. Validity of Quotation till: 90 days

Ser No	Work Description	A/U Sqft/No
1	M&L for brickwork sub class 'B' brick's straight or curved on plain exe 6.00 mtr means radius built in cement mortal 1:6 complete 10" width	1350
2	M&L for applying 2 coats of the wall putty after scrubbing and watering the wall	4000
3	M&L for applying 2 coats of distemper white/colored on wall after preparing the wall	700
4	M&L for 15mm thick rendering (plaster) in cement mortar 1:6 on fair faces of brick complete	1500
5	M&L for victrified ceramic tiles dark/light shade polished (square/rectangular) of 10 mm thick on floor and jointed in neat cement salary and pointing in white or colored cement to match the shade complete.	4700
6	M&L for non skid floor tiles dark/light shade polished of 6mm thick on floor and jointing in neat cement salary and pointing in white or colored cement salary match to set complete	550
7	M&L for PVC wall paneling solid fixing on wall with PVC strip, screw and adhesive complete (make- Rajshree)	1850
8	S&F of 35mm thick flush door panel shutter fixe with hardwood chaukhat with all fitting complete	3
9	S&F of hardwood frame chaukhat fixing with MS clampu, screw with wall complete	3
10	M&L for glazed white/colored ceramic wall tiles 6mm thick of size 300 x 200 x 6 mm and jointed in neat cement salary and pointing in white/ colored cement to match shade complete	1100
11	M&L for provision of CPVC pipe 1 1/3/4" with CPVC fittings internal fitted for plumbing work complete for kitchen/bathroom	3
12	S&F of diverter in bathroom/kitchen complete	1
13	S&F of concealed low level system fitted in bathroom complete (make-Hindware)	1
14	S&F vitrious china wall hanging (ewc) including all fitting complete (make – Hindware)	1
15	S&F of jet for vitrious china ewc for bathroom complete	4

16	S&F of vitrious china ewc for bathroom complete	3
17	S&F for health for set for EWC complete (make- Hindware)	4
18	S&F CP two way angle cock 15mm dia for fixing of health for set etc complete	4
19	S&F CP hand shower for bathroom 15mm dia (make-Hindware)	4
20	S&F CP shower with arms 15mm dia (make-Hindware)	4
21	S&F of vitrious china wash and basin fancy type (make-Hindware)	4
22	S&F CP basin mixture cock 15mm dia (make-Hindware)	4
23	S&F of PVC connection pipe 15mm dia for basing and health for set	15
24	S&F PVC waste pipe 32mm dia for wash and basin	10
25	S&F CP waste jali 32mm dia for wash hand basin	10
26	S&F of Geyser 25 Ltr capacity for bathroom	01
27	S&F of rack type chromium plated towel rack for bathroom	4
28	S&F of CP towel ring for wash basin	4
29	S&F of tuffen glass with Handle etc complete for separating bathroom complete	1
30	S&F of UPVC window for bathroom with complete set for 2 Nos of window	1
31	S&F for exhaust fan for bathroom/toilet complete	3
32	S&F of modular wash and basin fixing on granite top complete	1
33	S&F of sink provision of two side pillar tape	1
34	S&F of CP bib cock 15 mm dia (make-Hindware)	6
35	S&F of black polished granite of kitchen top and wash hand basin top for bathroom	85
36	S&F S&F of pressure pump half HP capacity for raising the flow of water in bathroom with all fittings for PVC Pipe (kitchen) etc complete	01
37	S&F of kitchen chimney for kitchen work complete	01
38	S&F fancy type cooking utensil stand for kitchen	01
39	S&F Geyser (small) for kitchen work complete	01
40	S&F for hollow rolled mild steel structure steel work as in tubular/square/rectangular trushes covered with pre painted glavanised aluminum zinc coated GI based corrugated seat fied with J hook nuts and washer bituminous washer complete	450
41	S&F rolled mild steel framed work of seleded designed by using designer os cast iron/rough iron as in door and gate of angle or other section with gusset plate, rails, brackets etc complete	225
42	Supply of sone sand for filling of land	3
43	Supply and rambing the hardcore from broken bricks on land for making the surface for PCC work complete	400
44	M&L for plain cement concrete 1:2:4 type B1(using 20mm graded stone aggregate) as in leveling course and panning with neat cement complete	400
45	S&F of Indian type WC for toilet complete	01
46	S&F vitrious china wash and basin with complete fitting	01
47	S&F of PVC low level sistern	01
48	S&F of CP bib cock 15mm dia	02
49	S&F of pillar cock 15mm dia	01
50	S&F of sink mixture 15mm dia	02
51	All electrical items i.e bulb, tube light electrical wiring, switch, socket are fitted in bathroom , kitchen etc complete	01
52	M&L for false ceiling made from aluminum grid, tee etc and Armstrong tiles complete	400
53	Provision of modular kitchen with all fitting and fixed with door, racks, painting finally with handle brick etc	01
54	Provision of fancy mirror with curving glass with back side bracket and fixed on wall	04
55	Provision of fancy wash & basin big size with white proceline (hindware)	01

2. Technical Details: Items used for construction/installation/fitting works should be of good quality having long life.

3. Completion Period- Completion period for the requisite works would be **60 days** from the effective date of contract. Please note that Contract can be cancelled unilaterally by the Buyer 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, with applicability of LD clause.

TERMSOFWORKS
(a) Local Construction at Site

DATE OF COMPLITION
Within 60 days from the date of confirmed work order. The date on which the completion of work is made at the consignee's site mentioned in the contract.

4. Consignee Details:

**The Principal
Sainik School Gopalganj
Post – Hathwa (Gopalganj)**

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 commencement of work and performance of the services shall commence from the effective date of the contract.

3. **Arbitration:** All disputes, differences or questions between the parties prior to touching the subject matter of the agreement or the respective rights or duties or liabilities of the parties under / or in respect of this agreement shall be referred to the sole arbitration of **Principal, Sainik School Gopalganj, Post – Hathwa, District – Gopalganj, Bihar (841436)** or person appointed by him on his behalf and the decision of such arbitration shall be final and binding on both the parties. The venue of arbitration shall be the place from which formal acceptance of tender is issued or such other place as **Principal, Sainik School Gopalganj, Post – Hathwa, District – Gopalganj, Bihar (841436)** at his discretion may determine.

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 disfavour 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. **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.

6. **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.

7. **Liquidated Damages:** In the event of the Seller's failure to submit the Bonds, Guarantees and Documents, supply the stores/goods and conduct trials, installation of equipment, training, etc as specified in this contract, the Buyer may, at his discretion, withhold any payment until the completion of the contract. The BUYER may also deduct from the SELLER as agreed, liquidated damages to the sum of 0.5% of the contract price of the delayed/undelivered stores/services mentioned above for every week of delay or part of a week, subject to the maximum value of the Liquidated Damages being not higher than 10% of the value of delayed stores.

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 construction/installation work is delayed for causes not attributable to Force Majeure for more than (01 months) after the scheduled date of work.
- (b) The Seller is declared bankrupt or becomes insolvent.
- (c) The Buyer has noticed that the Seller has utilized the services of any Indian/Foreign agent in getting this contract and paid any commission to Such individual/company etc.
- (d) As per decision of the Arbitration Tribunal.

9. **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.

10. **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.

11. **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.

12. **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.

13. **Taxes and Duties: In respect of Indigenous bidders**

(i) **General**

1. Bidders must indicate separately the relevant taxes/duties likely to be paid in connection with delivery of completed goods specified in RFP. In absence of this, the total cost quoted by them in their bids will be taken into account in the ranking of bids.

2. 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 them up to the limit of exemption which they may have. If any concession is available in regard to rate/quantum of any Duty/tax, it should be brought out clearly. In such cases, relevant certificate will be issued by the buyer later to enable the seller to obtain exemptions from taxation authorities.

3. Any changes in revises, taxes and duties levied by central/state/local governments such as excise duty, VAT, Service tax, Octroi/entry tax, etc on final product upward as a result of any statutory variation taking place within contract period shall be allowed reimbursement by the buyer to the extent of actual quantum of such duty/tax paid by seller. Similarly in case of downward revision in any such duty/tax to the actual quantum of reduction of such duty/tax shall be reimbursed to the buyer by the seller. All such adjustment shall include all reliefs, exemptions, rebates, concessions etc , if any , obtained by the seller Section 64-A of Sales of Goods Act will be relevant in this situation.

4. Revises taxes and duties levied by central/state/local government such as excise duty, VAT, Service tax, Octroi/entry tax, etc on final product will be paid by the buyer on actual, based on relevant documentary evidence. Taxes and duties on import item will not be paid by the buyer and they may not be included separately in the bid. Bidders are required to include the same in the pricing of their product.

(ii) **GST**

1. If it is desired by the Bidder to ask for the 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 GST will be developed upon the buyer.

2. On the bids quoting GST extra, the rate and the nature of the 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 (One) - Special Condition of RFP

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

1. **Performance Guarantee:** Tenderer whose tender is accepted has to furnish the Security Deposit by way of demand draft drawn in favour of the Principal, Sainik School Gopalganj through a Public Sector Banks or Private Sector Banks authorised to conduct Government Business (ICICI Bank Ltd, Axis Bank Ltd., or HDFC Bank Ltd.) for a sum equal to 10% of contract value within 30 days of receipt of the confirmed order. Security Deposit amount should be valid up to 60 days beyond the date of completion of contractual obligations. The Security Deposit will be returned to the contractor on successful completion of all his obligations under the contract. In case the term of the contract is extended at mutual consents, the tenderer must get revalidated, if not already valid.

2. **Option Clause:** This contract has an Option Clause, wherein the Buyer can exercise an option to procure and additional 50% of the original contracted quantity in accordance with the same terms & condition of the present contract. This will be applicable within the currency of contract. It will be entirely the discretion of the Buyer to exercise this option or not.

3. **Repeat Order Clause**– This contract has a Repeat Order Clause, wherein the Buyer can order upto 50% quantity of the items under the present contract w2ithin six months from the date of successful completion of this contract, cost, terms & conditions remaining the same. It will be entirely the discretion of 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 RFP till placement of the contract, Buyer reserves the right to 10% plus/minus increase or decrease the quantity of the required goods up to 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 for Indigenous Sellers–

a. It will be mandatory for the Bidders to indicate their bank account numbers and other relevant epayment 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 in MoD website and can be given on request). The payment will be made as per the following terms, on production of the requisite documents:

1. 100% payment on completion of works and acceptance by the user.

2. Payment will be made by ECS/NEFT/RTGS.

6. Paying Authority:

a. Indigenous Sellers: **Principal, Sainik School Gopalganj, Post – Hathwa, District – Gopalganj, Bihar- 841436.** 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. Pre receipt certificate in three copies signed and rubber stamp of the firm.

iv. Claim for statutory and other levies to be supported with requisite documents / proof of payment such as Excise duty challan, Customs duty clearance certificate, Octroi receipt, proof of payment for EPF/ESIC contribution with nominal roll of beneficiaries, etc as applicable.

v. Exemption certificate for Excise duty / Customs duty, if applicable.

vi. Guarantee / Warranty certificate.

vii. Performance Bank guarantee / Indemnity bond where applicable.

viii. Any other document / certificate that may be provided for in the Supply Order /Contract.

ix. User Acceptance.

7. Fall clause - The following fall clause will form part of the contract placed on successful Bidder-

(a) The price charged for the stores supplied under the contract by the Seller shall in no event exceed the lowest prices at which the Seller sells the stores or offer to sell stores of identical description to any persons/Organization including the purchaser or any department of the Central government or any Department of state government or any statutory undertaking the central or state government as the case may be during the period till performance of all supply Orders placed during the currency of the rate contract is completed.

(b) If at any time, during the 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 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 stores 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 lower than the prices charged for normal replacement.

iii. Sale of goods such as drugs which have expiry dates.

iv. Sale of goods at lower price on or after the date of completion of sale/placement of the order of goods by the authority concerned under the existing or previous Rate Contracts as also under any previous contracts entered into with the Central or State Govt. Depts, including their undertakings excluding joint sector companies and/or private parties and bodies.

(c) The Seller shall furnish the following certificate to the Paying Authority along with each bill for payment for supplies/services/works made against the contract – “We certify that there has been no reduction in sale price of the stores of description identical to the stores supplied/works to the Government under the contract herein and such stores/works have not been offered/sold/carried out by me/us to any person/organization including the purchaser or any department of Central Government or any Department of a state Government or any Statutory Undertaking of the Central or state Government as the case may be up to the date of bill/the date of completion of supplies against all supply orders placed during the currency of the Rate Contract at price lower than the price charged to the government under the contract except for quantity of stores categories under sub-clauses (a),(b) and (c) of sub-Para (ii) above details of which are given below -.....”.

8. Risk & Expense clause-

1. Should the stores/works or any installment thereof not be delivered/carried out within the time or times specified in the contract documents, or if defective delivery/completion of work 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.
2. 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 country, the BUYER shall be at liberty, without prejudice to any other remedies for breach of contract, to cancel the contract wholly or to the extent of such default.
3. 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:-
 - a. Such default.
 - b. In the event of the contract being wholly determined the balance of the stores remaining to be delivered there under.
4. 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. 100% recovery will be made from SELLER.

9. 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.

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, indigenization 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 (07) days of affecting such upgradation/alterations.

11. Earliest Acceptable Year of Manufacture: Year 2019 or Quality / Life certificate will need to be enclosed with the Bill.

12. Transportation: The following Transportation clause will form part of the contract placed on successful Bidder – The item should be **constructed at Sainik School Gopalganj on Free of cost.**

13. 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, transshipment, 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 of the equipment and spares/goods shall conform to the requirements of specifications and standards in force in the territory of the Seller's country.
- c. If necessary, each package shall be marked with warning inscriptions: <Top>, "Do not turn over", category of cargo etc.

14. 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 (Year 2019), 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.

15. Inspection Authority: The Inspection will be carried out by **Principal, Sainik School Gopalganj, or any officer designated by Principal, Sainik School Gopalganj**. The mode of Inspection will be Departmental Inspection / User Inspection / Joint Inspection / Self-certification.

16. Claims: The following Claims clause will form part of the contract placed on successful Bidder – The claims may be presented either:

- (a) on quantity of the stores, where the quantity does not correspond to the quantity shown in the Packing List/Insufficiency in packing, or (b) on quality of the stores, where quality does not correspond to the quality mentioned in the contract.
- b. The quantity claims for deficiency of quantity shall be presented within 45 days of completion of JRI and acceptance of goods. The quantity claim shall be submitted to the Seller as per Form DPM-22 (Available in MoD website and can be given on request).
- c. The quality claims for defects or deficiencies in quality noticed during the JRI shall be presented within 45 days of completion of JRI and acceptance of goods. Quality claims shall be presented for defects or deficiencies in quality noticed during warranty period earliest but not later than 45 days after expiry of the guarantee period. The quality claims shall be submitted to the Seller as per Form DPM-23 (Available in MoD website and can be given on request).
- d. The description and quantity of the stores are to be furnished to the Seller along with concrete reasons for making the claims. Copies of all the justifying documents shall be enclosed to the presented claim. The Seller will settle the claims within 45 days from the date of the receipt of the claim at the Seller's office, subject to acceptance of the claim by the Seller. In case no response is received during this period the claim will be deemed to have been accepted.
- e. The Seller shall collect the defective or rejected goods from the location nominated by the Buyer and deliver there repaired or replaced goods at the same location under Seller's arrangement.
- f. The quality claims will be raised solely by the Buyer and without any certification/countersignature by the Seller's representative stationed in India.

17. Warranty–

- a. The following Warranty will form part of the contract placed on successful Bidder:-
 - i. The Seller warrants that the goods supplied/used for construction under the contract conform to technical specifications prescribed and shall perform according to the said technical specifications.
 - ii. The Seller warrants for a period of (24 Months/ Manufacturer's warranty) in months from the date of acceptance of stores by Inspection team 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.
 - iii. 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.
 - iv. If a particular equipment/goods fails frequently and/or, the cumulative down time exceeds 25 % of the warranty period, the complete equipment shall be replaced free of cost by the Seller within a stipulated period of 45 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.

18. Bidders must be registered with MES/PWD (supporting documents to be attached).
19. Bidders must have a work experience of at least 03 years with Government Department/Ministries (supporting documents to be attached)
20. Bidders are required to attach the RFP documents duly signed and stamped along with commercial bid.

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 RFP, both technically and commercially.
- b. The Lowest Bid will be decided upon the lowest price quoted by the particular Bidder as per the Price Format given at Para 2 below. Determination of L-1 will be done based on total of basic prices (not including levies , taxes and duties levied by Central/State/ Local Governments such as excise duty, GST, Service tax, Octroi/entry tax , etc on final product) of all items.
- 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 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.
- e. Any other criteria as applicable to suit a particular case.

Thanking You

Yours faithfully,

Sd/x x x x x x x

(Zulfquar Hasan)
Squadron Leader
Administrative Officer
For Principal Sainik School Gopalganj
On behalf of President of India

PARA TWO OF PART V

PRICE BID FORMAT

Bidders are required to fill this up correctly with full details:

Request for Proposal (RFP) No SSGJ/2021/QM Dated 28 Aug 19. Last Date of receipt of quotation: 1700 Hrs on 18 Sep 19. Date of Tender Opening: 1000 Hrs on 19 Sep 19. Validity of Quotation till : 90days

Ser No	Work Description	A/U (in Sqft / No/Set)	Rate (including all taxes and charges)
1	M&L for brickwork sub class 'B' brick's straight or curved on plain exe 6.00 mtr means radius built in cement mortal 1:6 complete 10" width		
2	M&L for applying 2 coats of the wall putty after scrubbing and watering the wall		
3	M&L for applying 2 coats of distemper white/colored on wall after preparing the wall		
4	M&L for 15mm thick rendering (plaster) in cement mortar 1:6 on fair faces of brick complete		
5	M&L for victrified ceramic tiles dark/light shade polished (square/rectangular) of 10 mm thick on floor and jointed in neat cement salary and pointing in white or colored cement to match the shade complete.		
6	M&L for non skid floor tiles dark/light shade polished of 6mm thick on floor and jointing in neat cement salary and pointing in white or colored cement salary match to set complete		
7	M&L for PVC wall paneling solid fixing on wall with PVC strip, screw and adhesive complete (make- Rajshree)		
8	S&F of 35mm thick flush door panel shutter fixe with hardwood chaukhat with all fitting complete		
9	S&F of hardwood frame chaukhat fixing with MS clampu, screw with wall complete		
10	M&L for glazed white/colored ceramic wall tiles 6mm thick of size 300 x 200 x 6 mm and jointed in neat cement salary and pointing in white/ colored cement to match shade complete		
11	M&L for provision of CPVC pipe 1"/3/4" with CPVC fittings internal fitted for plumbing work complete for kitchen/bathroom		
12	S&F of diverter in bathroom/kitchen complete		
13	S&F of concealed low level system fitted in bathroom complete (make-Hindware)		
14	S&F vitrious china wall hanging (ewc) including all fitting complete (make – Hindware)		
15	S&F of jet for vitrious china ewc for bathroom complete		
16	S&F of vitrious china ewc for bathroom complete		
17	S&F for health for set for EWC complete (make-Hindware)		
18	S&F CP two way angle cock 15mm dia for fixing of health for set etc complete		
19	S&F CP hand shower for bathroom 15mm dia (make-Hindware)		
20	S&F CP shower with arms 15mm dia (make-Hindware)		
21	S&F of vitrious china wash and basin fancy type (make-Hindware)		
22	S&F CP basin mixture cock 15mm dia (make-Hindware)		
23	S&F of PVC connection pipe 15mm dia for basing and health for set		
24	S&F PVC waste pipe 32mm dia for wash and basin		
25	S&F CP waste jali 32mm dia for wash hand basin		
26	S&F of Geyser 25 Ltr capacity for bathroom		
27	S&F of rack type chromium plated towel rack for bathroom		
28	S&F of CP towel ring for wash basin		
29	S&F of tuffen glass with Handle etc complete for separating bathroom complete		
30	S&F of UPVC window for bathroom with complete set for 2 Nos of window		

31	S&F for exhaust fan for bathroom/toilet complete		
32	S&F of modular wash and basin fixing on granite top complete		
33	S&F of sink provision of two side pillar tape		
34	S&F of CP bib cock 15 mm dia (make-Hindware)		
35	S&F of black polished granite of kitchen top and wash hand basin top for bathroom		
36	S&F S&F of pressure pump half HP capacity for raising the flow of water in bathroom with all fittings for PVC Pipe (kitchen) etc complete		
37	S&F of kitchen chimney for kitchen work complete		
38	S&F fancy type cooking utensil stand for kitchen		
39	S&F Geyser (small) for kitchen work complete		
40	S&F for hollow rolled mild steel structure steel work as in tubular/square/rectangular trushes covered with pre painted glavanised aluminum zinc coated GI based corrugated seat fied with J hook nuts and washer bituminous washer complete		
41	S&F rolled mild steel framed work of selected designed by using designer os cast iron/rough iron as in door and gate of angle or other section with gusset plate, rails, brackets etc complete		
42	Supply of sone sand for filling of land		
43	Supply and rambing the hardcore from broken bricks on land for making the surface for PCC work complete		
44	M&L for plain cement concrete 1:2:4 type B1(using 20mm graded stone aggregate) as in leveling course and panning with neat cement complete		
45	S&F of Indian type WC for toilet complete		
46	S&F vitrious china wash and basin with complete fitting		
47	S&F of PVC low level sistern		
48	S&F of CP bib cock 15mm dia		
49	S&F of pillar cock 15mm dia		
50	S&F of sink mixture 15mm dia		
51	All electrical items i.e bulb, tube light electrical wiring, switch, socket are fitted in bathroom , kitchen etc complete		
52	M&L for false ceiling made from aluminum grid, tee etc and Armstrong tiles complete		
53	Provision of modular kitchen with all fitting and fixed with door, racks, painting finally with handle brick etc		
54	Provision of fancy mirror with curving glass with back side bracket and fixed on wall		
55	Provision of fancy wash & basin big size with white proceline (hindware)		

CERTIFICATE

I hereby confirm that standard condition of RFP (Para III of RFP) and special condition of RFP (Para IV of RFP) are acceptable to me.

Details of item offered: Rates should be quoted only for standard brands/reputed makes having sufficient market penetration only.

Important: Return this copy after filling the necessary columns duly signed and rubber stamp by your firm alongwith your firm's original quotations.

Sd/x x x x x x x x

(Zulfquar Hasan)
Squadron Leader
Administrative Officer
For Principal Sainik School Gopalganj
On behalf of President of India

