

**SAINIK SCHOOL BIJAPUR- 586 102 KARNATAKA**  
**NOTICE FOR INVITING TENDER**

Sealed tenders are invited from the reputed and experienced firms for the following items:-

SI No	Item Description	Form Available		Last Date	Opening of Bids	Uploaded in
		From	To			
(a)	Procurement of Band Instruments with accessories	03.08.17	24.08.17	28.08.17	29.08.17	School website ( <a href="http://www.ssbj.in">www.ssbj.in</a> ) & CPP Portal

Date: 01 Aug 2017

Sd /-xxx  
Principal  
Sainik School Bijapur

**Note: For the downloaded tender forms enclose DD for Rs 100/- (Non-refundable)**

SAINIK SCHOOL BIJAPUR



Form No:

Affix your  
photo

**TENDER DOCUMENT**

**PROCUREMENT OF BAND INSTRUMENTS AND ACCESSORIES**

Cost of Tender form **Rs 100/-**

Tender Form No \_\_\_\_\_

TIN/TAN No. \_\_\_\_\_

Name of the firm (Full address) \_\_\_\_\_

Tel Number \_\_\_\_\_

Mobile No \_\_\_\_\_

Details of EMD Bank DD No \_\_\_\_\_

Date \_\_\_\_\_

## TENDER ENQUIRY/ REQUEST FOR PROPOSAL

Phone: 08352-270638  
Fax: 08352-271560



Sainik School Bijapur  
Karnataka- 586102

**File No.SSBJ/1049/Band Instr**

**Aug 2017**

### PROCUREMENT OF BAND INSTRUMENTS AND ACCESSORIES

RFP No: No **File No.SSBJ/1049/Band Instr**

Dt: Aug 2017

1. Sealed tenders are invited Under (**TWO BID**) from the reputed and experienced firms for above mentioned work. 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 given below:

- |     |  |   |  |
|-----|--|---|--|
| (a) | Bids/ queries to be address to               | : | Principal Sainik School Bijapur                            |
| (b) | Postal Address                               | : | Sainik School, Bijapur<br>Bijapur-586102                   |
| (c) | Name/designation of the<br>Contact personnel | : | Col Tamojeet Biswas Principal                              |
| (d) | Telephone Nos of the contact<br>Personnel    | : | 08352-270638   |
| (e) | E-mail IDs of contact personnel              | : | <a href="mailto:ssbj1963@yahoo.com">ssbj1963@yahoo.com</a> |
| (f) | Fax Number                                   | : | 08352-271560   |

3. This RFP divided into five parts following:

- (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 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 any part thereof at any stage, buyer also reserves the right to withdraw the RFP, should it become necessary at any stage.

## **PART I – GENERAL INFORMATION**

1. **Last date and time for depositing the Bids:** 28 Aug 2017 at 1200 Hrs. The sealed Bid should be deposited/reached by the due date and time. The responsibility to ensure this lies with the Bidder.
2. **Manner of depositing the Bids:** Sealed Bids duly marked should be either dropped in the Tender Box at Sainik School Bijapur or sent by registered post at the address given above so as to reach by the due date and time. Late tenders will not be considered. No responsibility will be taken for postal delay or non delivery/ non-receipt of Bid documents. Bids sent by FAX or e-mail will not be considered.
3. **Time and date for opening of Bids:** The Technical Bids will be opened at 1600 hrs on 29 Aug 2017 and Price bid of tenderer who qualified technical bid will be intimated later. 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 Administrative Officer, Sainik School Bijapur. Only those Bids that are found in the tender box will be opened. Bids dropped in the wrong Tender Box will be rendered invalid.
5. **Place of opening of the Bids:** Administrative Office  
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 representative of all the bidders. This event will not be postponed due to non-presence of representative.
6. **Forwarding of Bids:** Bids should be forwarded by Bidders under their original memo / letter pad inter alia furnishing details like TIN number, VAT/CST 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) 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.
  - (b) **Interested bidders may, if they so wish, visit the school during working hours to ascertain the exact nature, site and requirements of the work.**
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 **90 Days** 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 **50,000 /-** along with their bids. The EMD may be submitted in the form of an Account Payee Demand Draft / Fixed Deposit Receipt, Banker's Cheque or Bank Guarantee in favor of Principal, Sainik School, Bijapur from any of the public sector banks or a private sector bank authorized to conduct government business. EMD is to remain valid for a period of forty-five days beyond the final bid validity period. EMD is not required to be submitted by those bidders who are Registered with Central Purchase organization (e.g DGS & D), NSIC or any department of MoD or MoD itself. The EMD will be forfeited if the bidder withdraws or amends, impair or derogates from the tender in any respect within the validity period of their tender.

**PART-II DETAILS OF ITEMS/ SERVICES REQUIRED**  
**PROCUREMENT OF BAND INSTRUMENTS WITH ACCESSORIES**

Sl. No	Description	Qty
01	BB Clarinet	10 Nos
02	BB Trumpet	05 Nos
03	BB Saxophone	02 Nos
04	BB Euphonium	02 Nos
05	BB Tenor trombone	02 Nos
06	BB Bass	02 Nos
07	Side Drum	05 Nos
08	Bass Drum	02 Nos
09	Cymball	02 Nos
10	Bugle	06 Nos
11	F Horn	02 Nos

2. **Delivery Period:** Time period for supply of above mentioned items in sainik school in **45 days** from the effective date of contract. Please note that contract can be cancelled unilaterally by the buyer in case the work is not completed within the designated time period mentioned above. Extension of contracted period will be at the sole discretion of the Buyer, with applicability of LD clause.

3. INCOTERMS for delivery and transportation: F.O.R Bijapur.

4. Consignee details: Principal, Sainik School, Bijapur.

### **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.
2. **Effective Date of the Contract** : The contract shall come into effect on the date of signatures of both parties on the contract (Effective Date) and shall remain valid until the completion of the obligation 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 difference arising out of or in connection with contract shall be settled through bilateral discussions. Any dispute, disagreement or question arising out of relating to the contract or relating to construction or performance, which cannot be settled amicably, may be resolved through Arbitration. The standard clause of arbitration is as perform DPM 7, DPM-8 and DPM 9(available in MoD Website and can be provided on request).
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 obtaining or execution of the present 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, 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 and 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 termination of the contract, imposition of penal damages, forfeiture of the Bank Guarantee and refund of the amounts paid by the buyers.
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 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.
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 months) after the scheduled 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 by more than (02 months) provided Force Majeure clause is included in contract.  
(d) The Buyer has noticed that the Seller has utilised the services of any Indian/ Foreign agent in getting this contract and paid any commission to such individual / company etc.  
(e) As per decision of the Arbitration Tribunal.
10. **Notices:** Any notice required or permitted by the contract shall be written in the English language and may be delivered personally or may be sent by FAX or registered pre-paid mail/airmail, addressed to the last known address of the party to whom it is sent.
11. **Transfer and Sub-letting:** The Seller has no right to give, bargain, sell, assign or sublet or otherwise dispose of the Contract or any part thereof, as well as to give or to let a third party take benefit or advantage of the present Contract or any part thereof.
12. **Patents and other Industrial Property Rights:** The prices stated in the present Contract shall be deemed to include all amounts payable for the use of patents, copyrights, registered charges, trademarks and payments for any other industrial property rights. The Seller shall indemnify the Buyer against all claims from a third party at any time on account of the infringement of any or all the rights mentioned in the previous paragraphs, whether such claims arise in respect of manufacture or use. The Seller shall be responsible for the completion of the supplies including spares, tools, technical literature and training aggregates irrespective of the fact of infringement of the supplies, irrespective of the fact of infringement of any or all the rights mentioned above 178.
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) **In respect of Foreign Bidders:** All taxes, duties, levies and charges which are to be paid for the delivery of goods, including advance samples, shall be paid by the parties under the present contract in their respective countries.  
b) **In respect of Indigenous bidders**  
i) **General**  
1. If Bidder desires to ask for excise duty or Sales Tax / VAT 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.  
2. 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 entrained after the opening of tenders.

3. 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.

4. 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 179 which is normally applicable on the item in question for the purpose of comparing their prices with other Bidders.

5. 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.

**ii) Customs Duty –**

1. For imported stores offered against forward delivery, the Bidder shall quote prices thereof exclusive of customs duty. The Bidder shall specify separately the C.I.F. prices and total amount of customs duty payable. They will also indicate correctly the rate of customs duty applicable along with Indian Customs Tariff Number. Customs duty as actually paid will be reimbursed on production of necessary documents i.e.

- (i) Triplicate copy of the bill of entry;
- (ii) copy of bill of lading;
- (iii) A copy of foreign principal's invoice. However, if the Bidder imports the stores in question against his own commercial quota Import Licences, he will also be required to submit in addition the triplicate copy of bills of entry etc. a certificate from his Internal Auditor on the bill itself, to the effect that the following items/quantity in the bill of entry related to the stores imported against Defence Buyer contract number..... dated.....

2. Subsequent to the reimbursement of customs duty, the Bidder will submit to the concerned Payment Authority a certificate to the effect that he has not obtained any refund of customs duty subsequent to the payment of duty to the Customs authority by him. In addition, he shall also submit to the Paying Authority concerned a certificate immediately after a period of three months from the date of payment of the duty to customs authorities to the effect that he has not applied for refund of the customs duty subsequent to the payment of duty to the customs authorities by him.

3. In case the Bidder obtains any refund of customs duty, subsequently to the payment of the same by him to the customs authorities and reimbursement of the customs duty to him by the Payment Authority, he should forthwith furnish the details of the refund obtained and afford full credit of the same to the Buyer. 180

**iii) Excise Duty**

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

2. Bidders should note that in case any refund of excise duty is granted to them by Excise authorities in respect of Stores supplied under the contract, they will pass on the credit to the Buyer immediately along with a certificate that the credit so passed on relates to the Excise Duty, originally paid for the stores supplied under the contract. In case of their failure to do so, within 10 days of the issue of the excise duty refund orders to them by the Excise Authorities the Buyer

would be empowered to deduct a sum equivalent to the amount refunded by the Excise Authorities without any further reference to them from any of their outstanding bills against the contract or any other pending Government Contract and that no disputes on this account would be raised by them.

3. The Seller is also required to furnish to the Paying Authority the following certificates:
  - (a) Certificate with each bill to the effect that no refund has been obtained in respect of the reimbursement of excise duty made to the Seller during three months immediately preceding the date of the claim covered by the relevant bill.
  - (b) Certificate as to whether refunds have been obtained or applied for by them or not in the preceding financial year after the annual Audit of their accounts also indicating details of such refunds/applications, if any.
  - (c) A certificate along with the final payment bills of the Seller to the effect whether or not they have any pending appeal/protest for refund or partial refund of excise duties already reimbursed to the Seller by the Government pending with the Excise authorities and if so, the nature, the amount involved, and the position of such appeals.
  - (d) An undertaking to the effect that in case it is detected by the Government that any refund from Excise Authority was obtained by the Seller after obtaining reimbursement from the Paying Authority, and if the same is not immediately refunded by the Seller to the Paying Authority giving details and particulars of the transactions, Paying Authority will have full authority to recover such amounts from the Seller's outstanding bills against that particular contract or any other pending Government contracts and that no dispute on this account would be raised by the Seller.

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

**iv) Sales Tax / VAT**

1. If it is desired by the Bidder to ask for Sales tax / VAT to be paid as extra, the same must be specifically stated. In the absence of any such stipulation in the bid, it will be presumed that the prices quoted by the Bidder are inclusive of sales tax and no liability of sales tax will be developed upon the Buyer.
2. On the Bids quoting sales tax extra, the rate and the nature of Sales Tax applicable at the time of supply should be shown separately. Sales tax will be paid to the Seller at the rate at which it is liable to be assessed or has actually been assessed provided the transaction of sale is legally liable to sales tax and the same is payable as per the terms of the contract.

**v) Octroi Duty & Local Taxes**

1. Normally, materials to be supplied to Government Departments against Government Contracts are exempted from levy of town duty, Octroi Duty, Terminal Tax and other levies of local bodies. The local Town/Municipal Body regulations at times, however, provide for such Exemption only on production of such exemption certificate from any authorised officer. Seller should ensure that stores ordered against contracts placed by this office are exempted from levy of Town Duty/Octroi Duty, Terminal Tax or other local taxes and duties. Wherever required, they should obtain the exemption certificate from the Buyer, to avoid payment of such local taxes or duties.
2. In case where the Municipality or other local body insists upon payment of these duties or taxes the same should be paid by the Seller to avoid delay in supplies and possible demurrage charges. The receipt obtained for such payment should be forwarded to the Buyer without delay together with a copy of the relevant act or bylaws/ notifications of the Municipality of the local body concerned to enable him to take up the question of refund with the concerned bodies if admissible under the said acts or rules. 182

15. **Pre-Integrity Pact Clause:** An “Integrity Pact” would be signed between the Ministry of Defence/Buyer and the Bidder for purchases exceeding Rs.100 crores. This is a binding agreement between the Buyer and Bidders for specific contracts in which the Buyer promises that it will not accept bribes during the procurement process and Bidders promise that they will not offer bribes. Under this Pact, the Bidders for specific services or contracts agree with the Buyer to carry out the procurement in a specified manner. The Format of Pre-Integrity Clause will be as per Form DPM-10 (Available in MoD website, and can be provided on request).

The essential elements of the Pact are as follows:

- a. A pact (contract) between the Government of India (Ministry of Defence) (the authority or the “principal”) and those companies submitting a tender for this specific activity (the “Bidder”);
- b. An undertaking by the Principal that its officials will not demand or accept any bribes, gifts etc., with appropriate disciplinary or criminal sanctions in case of violation;
- c. A statement by each Bidder that it has not paid, and will not pay, any bribes;
- d. An undertaking by each Bidder to disclose all payments made in connection with the Contract in question to anybody (including agents and other middlemen as well as family members, etc., of officials); the disclosure would be made either at the time of submission of Bids or upon demand of the Principal, especially when a suspicion of a violation by that Bidder emerges;
- e. The explicit acceptance by each Bidder that the no-bribery commitment and the disclosure obligation as well as the attendant sanctions remain in force for the winning Bidder until the contract has been fully executed.
- f. Undertaking on behalf of a Bidding company will be made “in the name and on behalf of the company’s Chief Executive Officer”.
- g. The following set of sanctions shall be enforced for any violation by a Bidder of its commitments or undertakings:
  - i. Denial or loss of contracts;
  - ii. Forfeiture of the Bid security and performance bond;
  - iii. Liability for damages to the principal and the competing Bidders; and
  - iv. Debarment of the violator by the Principal for an appropriate period of time.183
- h. Bidders are also advised to have a company code of conduct (clearly rejecting the use of bribes and other unethical behavior and compliance program for the implementation of the code of conduct throughout the company.

#### **PART IV – SPECIAL CONDITIONS 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 Security:** The Bidder will be required to furnish a Performance security by way of Bank Guarantee through a public sector bank or a private sector bank authorized to conduct government business (ICICI Bank Ltd., Axis Bank Ltd or HDFC Bank Ltd.) for a sum equal to 10% of the contract value within 30 days of receipt of the confirmed order. Performance security should be valid up to 60 days beyond the date of warranty. The specimen of PBG is given in Form DPM-15 (Available in MoD website and can be provided on request).

2. **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 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 within 30 days.

3. **Repeat Order Clauses:** Repeat Order and/or Option Clause may be exercised more than once, provided altogether these orders do not exceed 50% of the original order quantity

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 and

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. **Payments:** Initially 50% of Work Order amount will be paid as advance. 40% of the Work Order amount will be paid after submission of utilization certificate. Remaining 10% will be paid after completion of work duly certified by an independent Board of officers.

6. **Paying Authority:** Principal Sainik School Bijapur. The payment of bills will be made on submission of the following documents by the Seller to the Paying Authority:-

- (a) Ink-signed copy of contingent bill / Seller's bill.
- (b) Ink-signed copy of Commercial invoice / Seller's bill in duplicate.
- (c) Copy of supply order/ contract.
- (d) CRVs in Duplicate.
- (e) Inspection note.
- (f) Exemption certificate for excise duty/ customs duty, if applicable.
- (g) Guarantee/ warranty certificate
- (h) Performance Security Deposit.
- (j) DP Extension letter with CFA's sanction.
- (l) Details of Bank Account 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)
- (m) Any other document/ certificate that may be provided for in the supply order/ contract.
- (n) User acceptance.

7. **Fall Clause:**

- (a) The Price charged for the stores supplied under the Supply Order by the seller shall in no event exceed the lowest prices at which the Seller sales the stores or offer to sell the stores of identical description to any persons/Organisation 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 Supply Order is completed.
- (b) 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 purchaser 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 Supply Order, the seller shall forthwith notify such reduction or sale or offer of sale to the Buyer and the price payable under the Supply Order for the stores of such reduction of sale or offer of the sale shall stand correspondingly reduced .
- (c) The Seller shall furnish the following certificate to the Paying Authority along with each bill for payment for supplies made against the Rate Supply Order – "We certify that there has been no reduction in sale price of the stores of description identical to the stores supplied to the Government under the Supply Order herein and such stores have not been offered/sold by me/us to any person/organisation 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 Supply Order at price lower than the price charged to the government under the Supply Order.

8. **Risk & Purchase Clause:**

- (a) Should the stores or any installment thereof not be delivered within the time or time specified in the contract documents, or if effective 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) 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.

c. Any excess of the purchase price, cost of manufacturer, or value of any stores procured from any other supplier as the case may be, over the contract price appropriate to such default or balance shall be recoverable from the SELLER. Such recoveries shall not exceed 10 % of the value of the contract.

9. **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.

10. **Inspection Authority:** The Inspection will be carried out by a Board of officers detailed by Principal Sainik School Bijapur. The mode of inspection will be user inspection. The items will be subjected to detailed Acceptance Testing Procedure (ATP) to test the individual components and successful integration of all components. The vendor and the user will work out the details of the procedure jointly. The specification of the equipment should be in conformity with the details provided by the vendor and as per the given specifications. The user would issue an acceptance testing after delivery as per Appendix-'C'. The date of issuing the acceptance certificate would be deemed to be date on which the warranty will commence. Further the acceptance would involve the following.

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

- (i) The Seller warrants that the goods supplied 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 **12 months** from the 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.
- (iv) The Seller shall also warrant 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 05 % of the warranty period.

12. **OEM Certificate:** 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.

13. **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 of Contract), 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.

14. **Quality Assurance:** Seller would provide the Standard Acceptance Test Procedure (ATP) within 01 month of this date of contract. Buyer reserves the right to modify the ATP. Seller would be required to provide all test facilities at his premises for acceptance and inspection by Buyer. The details in this regard will be coordinated during the negotiation of the contract. The item should be of the latest manufacture, conforming to the current production standard and having 100% defined life at the time of delivery.

15. **Inspection Authority:** The Inspection will be carried out by Board of Officer. The mode of Inspection will be Departmental Inspection / User Inspection / Joint Inspection / Self-certification.
16. **Pre-Dispatch Inspection** - The following Pre-dispatch Inspection clause will form part of the contract placed on successful Bidder –
- a. The Buyer's representatives will carry out Pre-Dispatch Inspection (PDI) of the stores/equipment in order to check their compliance with specifications in accordance with its usual standard procedures. Upon successful completion of such PDI, the Seller and Buyer will issue and sign a Certificate of Conformity as per the specimen at Form DPM-21 (Available in Mo website and can be given on request. 197
  - b. The Seller shall intimate the Buyer at least 45 days before the scheduled date of PDI. The time required for completing visa formalities by the Seller should not be included in this notice. The Buyer will send his authorised representative(s) to attend the PDI.
  - c. The list of Buyer's representatives together with their particulars including name, title, date and place of birth, passport numbers including date of issue and date of expiry, address, etc. must be communicated by the Buyer at least 15 (No of days) in advance to apply for the necessary authorisations and clearances to be granted.
  - d. The Buyer reserves the right not to attend the PDI or to request for postponement of the beginning of the PDI by a maximum of fifteen (15) days from the date fixed for such PDI in order to allow his representative(s) to attend such tests, in which cases he shall inform in writing the Seller within 15 days before the date of the beginning of the PDI. Should the Buyer request for such postponement, liquidated damages, if any, shall not apply. In case the Buyer informs the Seller within the period mentioned hereinabove that he cannot attend the PDI or in case the Buyer does not come at the postponed date requested by him for performance of the PDI as mentioned above, the Seller shall be entitled to carry out said tests alone as scheduled. The Certificate of Conformity and the Acceptance Test Report will be signed by the Seller's QA representative alone and such documents bearing the sole signature of the Seller's QA representative shall have the same value and effect as if they have been signed by both the parties. In case Buyer does not elect to attend the PDI, the Buyer shall intimate the Seller in writing that it does not wish to attend the PDI.
  - e. The Seller shall provide all reasonable facilities, access and assistance to the Buyer's representative for safety and convenience in the performance of their duties in the Seller's country.
  - f. All costs associated with the stay of the Buyer's Representative(s) in the country where the PDI is to be carried out, including travel expenses, boarding and lodging, accommodation, daily expenses, shall be borne by the Buyer.
  - g. The Seller shall provide Acceptance Test Procedure to the Buyer's QA Agency within one month from the signing of the Contract.

## **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 Bidders will be evaluated by the Buyer with reference to the technical characteristics of the equipment as mentioned in the RFP.
  - (c) 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. The consideration of taxes and duties in evaluation process will be as follows:
    - (i) In cases of indigenous bidders, all taxes and duties (including those for which exemption certificates are issued) quoted by the Bidders will be considered. The ultimate cost to the Buyer would be the deciding factor for ranking of Bids.
    - (ii) In cases where both foreign and indigenous bidders are competing following criteria would be followed:-
      1. In case of foreign Bidders, the basic cost (CIF) quoted by them would be the basis for the purpose of comparison of various tenders.
      2. In case of indigenous Bidders, excise duty on fully formed equipment would be offloaded.

3. Sales tax and other local levies, i.e. octroi, entry tax etc would be ignored in case of indigenous Bidders.

(d) The Bidders are required to spell out the rates of Customs duty, Excise duty, VAT, Service Tax, etc in unambiguous terms; otherwise their offers will be loaded with the maximum rates of duties and taxes for the purpose of comparison of prices. If reimbursement of Customs duty / Excise Duty / VAT 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 duties will be entertained after the opening of tenders. If a Bidder chooses to quote a price inclusive of any duty and does not confirm inclusive of such duty so included is firm and final, he should clearly indicate the rate of such duty and quantum of excise duty included in the price. Failure to do so may result in ignoring of such offers summarily. If a Bidder is exempted from payment of Customs duty / Excise Duty / VAT duty upto any value of supplies from them, they should clearly state that no excise duty will be charged by them up to the limit of exemption which they may have. If any concession is available in regard to rate/quantum of Customs duty / Excise Duty / VAT, it should be brought out clearly. Stipulations like, excise duty was presently not applicable but the same will be charged if it becomes leviable later on, will not be accepted unless in such cases it is clearly stated by a Bidder that excise duty will not be charged by him even if the same becomes applicable later on. In respect of the Bidders who fail to comply with this requirement, their quoted prices shall be loaded with the quantum of excise duty which is normally applicable on the item in question for the purpose of comparing their prices with other Bidders. The same logic applies to Customs duty and VAT also.

(e) All the taxes, duties applicable should be clearly spelt-out in the quote.

(f) 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.

(g) 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.

**(h) Tenderer to please note that the actual quantity of order will be decided as per the budget provision and the price decided based on the tender, may not be less/ more than 25% of the quantity indicated.**

(j) Any other criteria as applicable to suit a particular case.

**Bid Format:** The Price Bid format is given below and Bidders are required to fill this up correctly and with full details:

### CHECK LIST

Bidder to fill in the check list given below and to be placed in common overall envelope along with separate sealed covers.

**(State YES / NO for each Item)**

1.	Whether technical bid in envelope a contains (a) EMD of Rs _____	Yes/ No
2.	(b) Certificate of Registration	Yes/No
3.	(c) Audited financial statements showing the profit & loss statement, balance sheet and details about turn over for preceding five year attested by a chartered accountant.	Yes/ no
4.	(d) Latest income tax assessment order or return and latest vat return	Yes /No
5.	(e) Certificate from the competent authorities for supplying, installations & commissioning costing at least 50% of the estimated value under a single contract within the last three years period	Yes/ No
6.	(f) Details of current supplies / installations in progress by the tenderer including value of current outstanding payables, etc.,	Yes/No
7.	(g) Details of works for which bids already submitted with value	Yes/No
8.	(h) Availability of vendor's major resources like facilities, equipment and human resources such as Service Engineers etc.,	Yes/ No
9.	(i) Power of attorney / authorization for * Person signing the tender * for Partner- in – charge if any	Yes / No
10.	(j) Provisional action plan for completion of total activities involved in commissioning the entire items in tender document.	Yes / No
11.	Whether the price bid in envelope – B contains filled up and signed price bid document in the prescribed format in full with price detail, both in figures and words.	Yes/ No

Place:

Date:

Signature of the  
Tenderer with official Seal

**SAINIK SCHOOL BIJAPUR**  
**COMMERCIAL BID**

Name of the firm (Full Address) \_\_\_\_\_

Tel/Mob Number \_\_\_\_\_ Email ID \_\_\_\_\_

**PROCUREMENT OF BAND INSTRUMENTS WITH ACCESSORIES**

I hereby tender the rates mentioned below for above said work:

Sl. No	Description	Qty	Rate	Amount
01	BB Clarinet	10 Nos		
02	BB Trumpet	05 Nos		
03	BB Saxophone	02 Nos		
04	BB Euphonium	02 Nos		
05	BB Tenor trombone	02 Nos		
06	BB Bass	02 Nos		
07	Side Drum	07 Nos		
08	Bass Drum	02 Nos		
09	Cymball	02 Nos		
10	Bugle	06 Nos		
11	F Horn	02 Nos		
	Taxes / VAT			
	<b>TOTAL</b>			

Rupees in words.....  
.....

I, hereby agree to Terms and conditions mentioned in the RFP for supply and installation of above mentioned equipment/items to Sainik School Bijapur.

Place:  
Date:

Signature of the  
Tenderer with official Seal