

Tele: 01822-232283

Reply should be addressed to  
The Principal

By Speed Post  
Sainik School  
Mall Road  
Kapurthala  
Punjab . 144601

May 18

All vendors

**INVITATION OF BIDS FOR ANNUAL TENDER FOR THE YEAR 2018-19**  
**SAINIK SCHOOL KAPURTHALA**

**GENERAL REQUEST FOR PROPOSAL (RFP)**

1. Bids in sealed cover are invited for supply of items 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. **Vendors desirous of quoting their rates should attach a demand draft of Rs 500 in favour of Principal, Sainik School Kapurthala, and Payable at Kapurthala towards the cost of incidental expenses.**
2. The address and contact numbers for sending Bids or seeking clarification regarding this RFP are given below: -
  - (a) **Bids / queries to be address to.** The Principal (for Administrative Officer)
  - (b) **Postal Address for sending the Bids.** The Principal (for Administrative Officer), Sainik School Kapurthala, Mall Road, Kapurthala, Punjab- 144601
  - (c) **Name/Designation of the contact personnel.** Lt Cdr Dil Preet Singh Kang, Administrative Officer, Sainik School Kapurthala, Mall Road, Kapurthala, Punjab- 144601
  - (d) **Telephone numbers of the contact personnel.** 01822 -232283
  - (e) **E-mail IDs of contact personnel.** *sskapurthala@yahoo.com*
  - (f) **Fax Number.** 01822 -232283
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, and Construction Period etc.
  - (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**. Evaluation Criteria & Price Bid Issues

4. This RFP is being issued with no financial commitment and Buyer reserves the right to change or vary any part thereof any stage. Buyer also reserves the right to withdraw the RFP should it be no necessary at any stage.

### **Part I – General Information**

5. **Last date and time for depositing the Bids.** Mentioned in the tender advertisement. The sealed Bids should be deposited/ reached by the due date and time. The responsibility to ensure this lies with the Bidder. Bids should include the email-id and mobile number of the bidder.

6. **Manner of depositing the Bids:** Sealed Bids should be either dropped in the Tender Box marked as

<b>“TENDER BOX AT SAINIK SCHOOL KAPURTHALA”</b>
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or send by **speed post/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.

7. **Time and date for opening of Bids:** Mentioned in the tender advertisement. (If due to any exigency, the due date for opening of Bids is declared as closed holiday, the Bids will be opened on next working day at the same time or any other day/ time, as intimated by the buyer)

8. **Location of the Tender Box:** **At Office of Administrative Officer Sainik School Kapurthala.**

Only those Bids that are found in the tender box will be opened. Bids dropped in the wrong Tender Box be rendered invalid.

9. **Place of opening of the Bids.** **At Office of Administrative Officer Sainik School Kapurthala.**

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.

10. **Forwarding of Bids.** Bids should be forwarded by you under your original memo / letter pad inter alia furnishing details like TIN number, GST/ VAT / CST number, Bank address with EFT Account if applicable, etc and complete postal & e-mail address of your office. (As applicable)

11. **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 07 (seven) 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.

12. **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.

13. **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.
14. **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.
15. **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 de-listed for the given range of items as mentioned in this RFP.
16. **Validity of Bids.** The Bids should remain valid till **180 Days** from the last date of submission of the Bids.
17. **Earnest Money Deposit.** Bidders are required to submit **Earnest Money Deposit (EMD)** as mentioned in the tender advertisement 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 from any of the public sector banks or a private sector bank authorized to conduct government business as per Form DPM-16 (Available in MoD website and can be provided on request). EMD is to remain valid for a period of 180 days beyond the final bid validity period. 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 30<sup>th</sup> day after the award of the contract. The Bid Security of the successful bidder would be returned, without any interest whatsoever, after the receipt of items mentioned in the contract. 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) or any Department of MoD or MoD itself. The EMD will be forfeited if the bidder withdraws or amends impairs or derogates from the tender in any respect within the validity period of their tender.

### **Part II- Essential Details of items required**

18. **Delivery Period.** (If applicable) Delivery period/work completion for the said tender would be within the given period of time as per the contract agreement. 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.
19. **Specification of items are attached as Appendix - A**

**All electrical items / Other items should be ISI Standards  
AMC for 2 years including six monthly visits to the campus  
(As applicable)**

### **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. Supplier in the Contract) as selected by the Buyer. Failure to do so may result in rejection of the Bid submitted by the Bidder.

20. **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.

21. **Effective Date of the Contract.** The contract shall come into effect on the date of signatures of both the parties on the contract (Effective Date) and shall remain valid until the completion of the obligations of the parties under the contract. The deliveries and supplies and performance of the services shall commence from the effective date of the contract.

22. **Arbitration.** All disputes or differences arising out of or in connection with the Contract shall be settled by bilateral discussions. Any dispute, disagreement or question arising out of or relating to the Contract or relating to delivery of item or performance, which cannot be settled amicably, may be resolved through arbitration. The standard clause of arbitration is as per Forms DPM-7, DPM-8 and DPM-9 (Available in MoD website and can be provided on request). All disputes / arbitration will be subject to jurisdiction of Kapurthala only.

23. **Penalty for use of Undue influence.** The supplier 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 favor or disfavor to any person in relation to the present Contract or any other Contract with the Government of India. Any breach of the aforesaid undertaking by the Supplier or any one employed by him or acting on his behalf (whether with or without the knowledge of the Supplier) or the commission of any offers by the supplier 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 Supplier and recover from the Supplier 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 Supplier. Giving or offering of any gift, bribe or inducement or any attempt at any such act on behalf of the Supplier 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 favor in relation to this or any other contract, shall render the Supplier 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.

24. **Agents / Agency Commission.** The Supplier confirms and declares to the Buyer that the supplier/Supplier 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 Supplier; 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 Supplier 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 Supplier 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 Supplier will be liable to refund that amount to the Buyer. The Supplier 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 Supplier 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.

25. **Access to Books of Accounts**. In case it is found to the satisfaction of the Buyer that the Supplier 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 Supplier, on a specific request of the Buyer, shall provide necessary information/ inspection of the relevant financial documents/information.

26. **Non-disclosure of Contract documents**. Except with the written consent of the Supplier, other party shall not disclose the contract or any provision, specification, plan, design, pattern, sample or information thereof to any third party.

27. **Liquidated Damages**. In the event of the Supplier's failure to submit the Bonds, Guarantees and Documents, supply the stores / goods and conduct trials, 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 SUPPLIER as agreed, liquidated damages to the sum of 0.5% of the contract price of the delayed / undelivered stores 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.

28. **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 is delayed for causes not attributable to Force Majeure for more than (01 months) after the scheduled date.
- (b) The Supplier is declared bankrupt or becomes insolvent.
- (c) The construction work is delayed due to causes of Force Majeure by more than (01 months) provided Force Majeure clause is included in contract.
- (d) The Buyer has noticed that the Supplier has utilized 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.

29. **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.

30. **Transfer and Sub-letting**. The Supplier 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.

31. **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 Supplier 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 Supplier shall be responsible for the completion of the supplies including spares, tools, technical literature irrespective of the fact of infringement of the supplies, irrespective of the fact of infringement of any or all the rights mentioned above.

32. **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.

33. **Taxes and Duties.** **In respect of Indigenous bidders.**

(a) **General.**

(i) If Bidder desires to ask for excise duty or Sales Tax / VAT /GST extra, the same must be specifically stated. In the absence of any such stipulation, it will be presumed that the prices include all such charges and no claim for the same will be entertained.

(ii) If reimbursement of any Duty / Tax is intended as extra over the quoted prices, the Bidder must specifically say so. In the absence of any such stipulation it will be presumed that the prices quoted are firm and final and no claim on account of such duty/tax will be entreated after the opening of tenders.

(iii) If a Bidder chooses to quote a price inclusive of any duty / tax and does not confirm inclusive of such duty / tax so included is firm and final, he should clearly indicate the rate of such duty/ tax and quantum of such duty / tax included in the price. Failure to do so may result in ignoring of such offers summarily.

(iv) If a Bidder is exempted from payment of any duty / tax upto any value of supplies from them, he should clearly state that no such duty / tax will be charged by him up to the limit of exemption which he may have. If any concession is available in regard to rate / quantum of any Duty / tax, it should be brought out clearly. Stipulations like, the said duty/tax was presently not applicable but the same will be charged if it becomes leviable later on, will not be accepted unless in such cases it is clearly stated by a Bidder that such duty / tax will not be charged by him even if the same becomes applicable later on. In respect of the Bidders, who fail to comply with this requirement, their quoted prices shall be loaded with the quantum of such duty/tax which is normally applicable on the item in question for the purpose of comparing their prices with other Bidders.

(v) Any change in any duty / tax upward / downward as a result of any statutory variation in excise taking place within contract terms shall be allowed to the extent of actual quantum of such duty / tax paid by the supplier. Similarly, in case of downward revision in any duty / tax, the actual quantum of reduction of such duty / tax shall be reimbursed to the Buyer by the Supplier. All such adjustments shall include all reliefs, exemptions, rebates, concession etc. if any obtained by the Supplier.

(b) **Customs Duty.**

(i) 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

(ii) Number. Customs duty as actually paid will be reimbursed on production of necessary documents i.e.

- (aa) Triplicate copy of the bill of entry;
- (ab) copy of bill of lading;
- (ac) a copy of foreign principal's invoice.

However, if the Bidder imports the stores in question against his own commercial quota Import Licenses, 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 .

(iii) 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.

(iv) 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.

(c) **Excise Duty.**

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

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

(iii) The Supplier is also required to furnish to the Paying Authority the following certificates:

(aa) Certificate with each bill to the effect that no refund has been obtained in respect of the reimbursement of excise duty made to the Supplier during three months immediately preceding the date of the claim covered by the relevant bill.

(ab) 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.

(ac) A certificate along with the final payment bills of the Supplier to the effect whether or not they have any pending appeal/protest for refund or partial refund of excise duties already reimbursed to the Supplier by the Government pending with the Excise authorities and if so, the nature, the amount involved, and the position of such appeals.

(ad) An undertaking to the effect that in case it is detected by the Government that any refund from Excise Authority was obtained by the Supplier after obtaining reimbursement from the Paying Authority, and if the same is not immediately refunded by the Supplier to the Paying Authority giving details and particulars of the transactions, Paying Authority will have

full authority to recover such amounts from the Supplier'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 Supplier.

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

(d) **Sales Tax / VAT/GST.**

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

(ii) On the Bids quoting sales tax extra, the rate and the nature of Sales Tax applicable at the time of supply should be shown separately. Sales tax will be paid to the Supplier 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.

### **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. Supplier in the Contract) as selected by the Buyer. Failure to do so may result in rejection of Bid submitted by the Bidder.

#### **34. Terms of Payment.**

(a) Payment through RTGS/ Cheque will be made in arrears. The first payment upto 70% of the cost of the item supplied will be made to the Supplier within 15 days of supply of item and the remaining payment of 30% will be paid after 25 days of installation and successful operationalization of item. Submission of the duly pre-receipted and stamped bill in the prescribed form is mandatory for the payment of Bills.

(b) The Supplier shall not be entitled for any additional payment during the tenure of this contract due to subsequent increase in cost of materials, transportation costs, labour charges etc.

(c) A work completion certificate duly signed by the **Board of Officer constituted** by Principal, Sainik School Kapurthala for **PROCUREMENT OF MESS EQUIPMENTS** at Sainik School Kapurthala is to be produced, which will be a pre-requisite for passing the bill for payment. The bill is to be submitted through the Quarter Master to Administrative Officer for concurrence and to the Principal, Sainik School Kapurthala for approval of payment.

35. **Penalty.** If the delivery is not carried out on a certain time or in a certain area, a penalty will be imposed proportionate to the amount worked as per contract terms and conditions plus 10% of penalty over and above the amount will be levied.

#### **Instructions to Supplier**

36. The Principal, Sainik School Kapurthala shall not be responsible for any injury or loss of life that may take place while on such job. Compensation or expenditure towards treatment for such injury or loss of life shall be wholly the responsibility of the Supplier.



37. Personal bag and baggage of the contract personnel of the Supplier shall be liable for physical check both at the time of entry and exit from the establishment.
38. In case of any theft or breakage of unit property by the Supplier's personnel, the cost will be borne by the Supplier. Any breakage found prior to the date of the contract work shall be brought to the notice of **The Principal, Sainik School Kapurthala**.
39. The Supplier shall not allow or permit his workers to participate in any trade union activities or agitation in the premises of the establishment.
40. The contract shall remain valid for a period of one year from the effective date of contract. On expiry of the term, the contract may be renewed on mutual consultation by both parties, on the terms and conditions as mutually agreed to.
41. Further to the above, all terms and conditions mentioned in the contract agreement deed will have to be accepted, if selected for award of contract.
42. **Option Clause**. The contract will have an Option Clause, wherein the Buyer can exercise an option to procure services upto 50% in addition to the original contracted quantity in accordance with the same terms & conditions of the present contract. This will be applicable within the currency of contract. The Bidder is to confirm the acceptance of the same for inclusion in the contract. It will be entirely the discretion of the Buyer to exercise this option or not.
43. **Repeat Order Clause**. The contract will have a Repeat Order Clause, wherein the Buyer can order upto 50% quantity of the works under the present contract within six months from the date of completion of this contract, the cost, terms & conditions remaining the same. The Bidder is to confirm acceptance of this clause. It will be entirely the discretion of the Buyer to place the Repeat order or not.
44. **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 25 % plus/minus increase or decrease the quantity of the required works up to that limit without any change in the terms & conditions and prices quoted by the Bidder. While awarding the contract, the quantity ordered can be increased or decreased by the Buyer within this tolerance limit.
45. **Advance Payments**: No advance payment(s) will be made.
46. **Risk & Expense clause**.
- (a) Should the item or any installment thereof not be delivered within the time or times specified in the contract documents, or if defective delivery is made in respect of the item mentioned above or any installment thereof, the Buyer shall after granting the Supplier 45 days to cure the breach, be at liberty, without prejudice to the right to recover liquidated damages as a remedy for breach of contract, to declare the contract as cancelled either wholly or to the extent of such default.
- (b) Should the item mentioned in this contract or any installment thereof not perform in accordance with the specifications / parameters provided by the SUPPLIER 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.
- (c) In case of a material breach that was not remedied within 45 days, the BUYER shall, having given the right of first refusal to the SUPPLIER be at liberty to purchase, manufacture, or procure from any other source as he thinks fit, other stores of the same or similar description to make good:-
- (i) Such default.
- (ii) In the event of the contract being wholly determined the balance of the stores remaining to be delivered there under.
- (d) Any excess of the purchase price, cost of manufacturer, or value of any item mentioned in this contract from any other supplier as the case may be, over the contract price appropriate to such default or balance shall be recoverable from the SUPPLIER. Such recoveries shall not exceed 25 % of the value of the contract.+

47. **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.

## **PART V – EVALUATION CRITERIA & PRICE BID ISSUES**

48. **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 will be considered for award of the contract, **after price negotiations**.

(b) In respect of Two-Bid system, the technical Bids forwarded by the Bidders will be evaluated by the Buyer with reference to the technical characteristics of the equipment as mentioned in the RFP. The compliance of Technical Bids would be determined on the basis of the parameters specified in the RFP. The Price Bids of only those Bidders will be opened whose Technical Bids would clear the technical evaluation.

(c) The Lowest Bid will be decided upon the lowest price quoted by the particular Bidder as per the Price Format given at Para 2 below. 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.

(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/ GST 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 entreated after the opening of tenders. If a Bidder chooses to quote a price inclusive of any duty and does not confirm inclusive of such duty so included is firm and final, he should clearly indicate the rate of such duty and quantum of excise duty

included in the price. Failure to do so may result in ignoring of such offers summarily. If a Bidder is exempted from payment of Customs duty / Excise Duty / VAT/GST 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/GST, 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.

(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.

(h) 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.

49. The final decision of who is to be awarded the contract is left completely to The Principal, Sainik School Kapurthala.

Place: Sainik School Kapurthala  
Date: May 18

sd/xxx  
(Dil Preet Singh Kang)  
Lt Cdr  
Adm Officer  
for Principal