SAINIK SCHOOL AMARAVATHINAGAR (TAMIL NADU)
(MINISTRY OF DEFENCE: ESTD: 1962)

Phone : 6383911203
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Sainik School
Amaravathinagar
Udumalpet Taluk
Tiruppur Dist
Tamilnadu – 642102

SSA/321/Q/2026-27 …… Nov 26

SUBJECT: REQUEST FOR PROPOSAL (RFP) FOR RATE CONTRACT FOR SUPPLY OF RATIONS FOR THE PERIOD FROM 01 NOV 2026 TO 30 APR 2028

M/s _____

INVITATION OF QUOTATION FOR SUPPLY OF ……..

1. Sealed quotations are invited for Supply of …… …….. (as mentioned in Part – II of this RFP). The sealed Bids are to reach by **19 November 2026 before 1700 hrs** in an envelope boldly marked **"QUOTATION FOR SUPPLY OF ……"** addressed to the Principal, Sainik School Amaravathinagar, Udumalpet Taluk, Tiruppur Dist, Tamil Nadu – 642102.

2. The address and contact numbers for sending Bids or seeking clarifications regarding this RFP (Request for Proposal) are given below:-

(a)	Bids to be addressed to	:	The Principal, Sainik School Amaravathinagar
(b)	Postal Address for sending the Bids	:	The Principal Sainik School Amaravathinagar Udumalpet Taluk Tiruppur Dist. Tamil Nadu – 642102.
(c)	Designation of the contact Personnel	:	Administrative Officer / Quartermaster
(d)	Telephone number of the contact Personnel	:	6383911207
(e)	Email address	:	mailtosainik@gmail.com

Date: (**Signature of Bider & Seal)**

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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 time, place of submission and opening of Bids, validity period of Bids etc.

(b) Part II - contains essential details of the items/services required, such as the Schedule of requirement (SOR), specifications, delivery period, mode of delivery and consignee details.

(c) Part III - contains standard conditions of RFP which will form part of concordat with the successful bidder.

(d) Part IV - contains special conditions applicable to this RFP and which will also form part of the concordat 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. All pages are serially numbered and to be signed and stamped in the bottom side (right) of each paper with date. Bidding document is not transferable.

(Himanshu Sharma)
Lt Col
Administrative Officer
For Prinipal

Date: (**Signature of Bider & Seal)**

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PART I – GENERAL INFORMATION

1. **Last date and time for depositing the bids:** Last date and time is **19 November 2026 at 1700 hrs.** The sealed bids should reach by the due date and time. The responsibility to ensure this lies with the bidder.

2. **Manner of depositing the bids:** Sealed bids should be either dropped in the Bid Box marked as "BID/TENDER BOX SAINIK SCHOOL AMARAVATHINAGAR" or sent by registered post at the address given above to reach by the due date and time. Late Bids will not be considered. No responsibility will be taken for postal delay or non-delivery / non receipt of bid documents. **Bids sent by e-mail will not be considered.**

3. **Time and date for opening of bids:** The bids will be opened on **20 November 2026 at 1100 hrs.** 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 Bid Box:** Bid Box is placed at No 2 gate (near SBI ATM), Sainik School Amaravathinagar, Udumalpet Taluk, Tiruppur Dist Amaravathinagar, Tamil Nadu.

5. **Place of opening of the Bids:** Sainik School Amaravathinagar, Udumalpet Taluk, Tiruppur Dist., Amaravathinagar, Tamil Nadu. Only those bids that are found in the Bid box and received by Registered Post will be opened. Bids dropped in the wrong locations will be rendered invalid. 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 representative.

6. **Forwarding of bids:**

   (a) Single Bid system in single envelope will be followed.

   (b) Samples may be required to be produced at later stage.

   (c) Bids should be forwarded by Bidders under their original memo/letter pad interalia furnishing details like GST number, Bank address with EFT Account if applicable, etc and complete postal & e-mail address of their office.

   (d) Procedure for evaluation of bids is given at Para 46 of Part V.

7. **Cost of Bid document**: The amount of Rs.100/- (Rupees one hundred only) towards Bid document is not refundable. The same to be paid through a DD drawn in the name of `Principal, Sainik School Amaravathinagar' payable at SBI Amaravathinagar (Code No 2191) and attached with Bid form.

8. **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 or via email about the clarifications sought not later than 07 (seven) days prior to the date of opening of the bids.

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9. **Modification and withdrawal of bids:** A bidder may modify or withdraw his bid after mission 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 email but it should be followed by a signed confirmation copy to be sent by post and such signed confirmation should reach before 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.

10. **Clarification regarding contents of the bids:** During evaluation and comparison of bids, the buyer may, at his discretion, ask the bidder for clarification of his bid. The request for clarification will be given in writing and no change in prices or substance of the bid will be sought, offered or permitted. No post-bid clarification on the initiative of the bidder will be entertained.

11. **Rejection of Bids:** Canvassing by the bidder in any form, unsolicited letter and post Bid correction may invoke summary rejection. **Conditional Bids will be rejected.**

12. **Unwillingness to quote:** Bidders unwilling to quote should ensure that intimation to this effect reaches before the due date and time of opening of the Bid, failing which the defaulting bidder may be de-listed for the given range of items as mentioned in this RFP.

13. **Validity of bids:** The bids should remain valid till 180 days from the last date of submission of bids.

PART II – ESSENTIAL DETAILS OF ITEMS / SERVICES REQUIRED

14. **Technical / Material Details: (Click the items to Download)**

(a)	Dry Ration - Appendix 'A'
(b)	Fresh Ration - Appendix 'B'
(c)	Chicken and Egg - Appendix 'C'

15. **Delivery Period** – Delivery period for supply of items will be within 25 days from the date of placing of order, failing which the buyer shall deduct a damage of Rs.2/- per items per day. All demanded items should be delivered at Sainik School campus as earmarked in the contract. Please note that order can be cancelled unilaterally by the buyer in case items are not received within the stipulated delivery period. Extension of delivery period will be at the sole discretion of the buyer with applicability of LD clause.

16. **Consignee Details:**

The Principal
Sainik School, Amaravathinagar
Udumalpet Taluk
Tiruppur Dist
Tamil Nadu – 642102

Date: (**Signature of Bider & Seal)**

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17. **EMD (Earnest Money Deposit):** EMD is not applicable as only Rate Contracts shall be undertaken. The Purchaser reserves the right to conclude more than one rate contract for the same item with two or more contractors.

18. **Security Deposit/Performance Security**: A suitable security deposit/ Performance Security deposit payable to the Purchaser is furnished by the Supplier in the form of a Performance Bank Guarantee (PBG) issued by a public sector bank or a private sector bank authorized to conduct government business, in the prescribed format within thirty days from the date of contract. At present, ICICI Bank Ltd., Axis Bank Ltd. and HDFC Bank Ltd. are the three private sector banks authorized to carry out government transactions. The performance security deposit is meant to compensate the Purchaser for any loss suffered due to failure of the supplier to complete his obligations as per the contract. Preferably, performance security is payable by the supplier at the rate of 10% of the contract value. PBG should remain valid for a period of sixty days beyond the date of completion of contractual obligations, including warranty. The PBG is returned to the supplier on successful completion of all his obligations under the contract. In case the execution of the contract is delayed beyond the contracted period and the purchaser grants extension of delivery period, with or without LD, the supplier must get the BG revalidated, if not already valid. The format of the PBG is given in Form DPM-15 attached herewith.

19. **Quantity Assurance**. The school desires the bidding process should be undertaken only without any assurance of quantity for procurement.

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 (RFP) mentioned below which will automatically be considered as part of the concordat concluded with the successful Bidder (i.e. Seller in the concordat) as selected by the Buyer. Failure to do so may result in rejection of the Bid submitted by the Bidder.

20. **Law:** The work shall be considered and made in accordance with the laws of the Republic of India. The supply shall be governed by and interpreted in accordance with the laws of the Republic of India.

21. **Arbitration:** All disputes or differences arising out of or in connection with the work shall be settled by bilateral discussions. Any dispute, disagreement or question arising out of or relating to the work or relating to construction or performance, which cannot be settled amicably, may be resolved through arbitration as per Forms DPM-7, DPM-8 and DPM-9 (Available in MoD website and can be provided on request).

22. **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 supply or forbearing to do or for having done or forborne to do any act in relation to the obtaining or execution of the present work or any other work with Government of India for showing or forbearing to show favor or disfavor to any person in relation to the present work or any other work with the Government of India. Any breach of

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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 work/supply and all or any other work/supply 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 work, shall render the Seller to such liability / penalty as the Buyer may deem proper, including but not limited to termination of the work/supply, imposition of penal damages, forfeiture of the Bank Guarantee and refund of the amounts paid by the Buyer.

23. **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 work 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 work 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 confirming this work, the Seller will be liable to refund that amount to the Buyer. The Seller will also be debarred from entering any supply / work with the Government of India for a minimum period of five years. The Buyer will also have a right to consider cancellation of the supply order 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 as per the terms of the work along with interest at the rate of 2% per annum above LIBOR. The Buyer will also have the right to recover any such amount from any concordats concluded earlier with the Government of India.

24. **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 work 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.

25. **Non-disclosure of work documents:** Except with the written consent of the Buyer / Seller, other party shall not disclose the work/supply or any provision, specification, plan, design, pattern, sample or information thereof to any third party.

26. **Liquidated Damages**: In the event of the Seller's failure to submit the Bonds, Guarantees and Documents, supply the stores / goods etc as specified in this deal, the Buyer may, at his discretion, withhold any payment until the completion of the work/supply.

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The BUYER may also deduct from the SELLER as agreed, liquidated damages to the sum of 0.5% of the agreed 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.

27. **Termination of work:** The Buyer shall have the right to terminate this work 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 one month after the scheduled date of delivery.

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

(c) The delivery of the material is delayed due to causes of Force Majeure by more than one month provided Force Majeure clause is included in work/supply order.

(d) The Buyer has noticed that the Seller has utilized the services of any Indian/Foreign agent in getting this deal and paid any commission to such individual / company etc.

28. **Notices:** Any notice required or permitted by the work/supply shall be written in the English language and may be delivered personally or may be sent by mail or registered pre-paid mail/ airmail, addressed to the last known address of the party to whom it is sent.

29. **Transfer and Sub-letting:** The Seller has no right to give, bargain, sell, assign or sublet or otherwise dispose of the deal or any part thereof, as well as to give or to let a third party take benefit or advantage of the present work or any part thereof.

30. **Patents and other Industrial Property Rights:** The prices stated in the present work 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.

31. **Amendments:** No provision of present work/supply 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 supply order and signed on behalf of both the parties and which expressly states to amend the present supply order.

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Date: (**Signature of Bider & Seal)**

32. **Taxes**

(A) General:

(i) If Bidder desires to ask for GST extra, the same must be specifically stated separately. Basic rate of the work/supply to be clearly mentioned in the bid (i.e. excluding any taxes). 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 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 for the same will be entertained.

(iii) If a Bidder chooses to quote a price inclusive of any tax and does not conform inclusive of such tax so included is firm and final, he should clearly indicate the rate of such tax and quantum of such 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 tax will be charged by him up to the limit of exemption which he may have. If any concession is available regarding rate / quantum of any 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, will not be accepted unless in such cases it is clearly stated by a Bidder that such tax will not be charged by him even if the same becomes applicable later. In respect of the Bidders, who fail to comply with this requirement, their quoted prices shall be loaded with the quantum of such 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 tax upward/downward because of any statutory variation in tax taking place within supply order terms shall be allowed to the extent of actual quantum of such tax paid by the supplier. Similarly, in case of downward revision in any tax, the actual quantum of reduction of such tax shall be reimbursed to the Buyer by the Seller. All such adjustments shall include all reliefs, exemptions, rebates, concession etc. if any obtained by the Seller.

(B) GST:

(a) If it is desired by the Bidder to ask for GST to be paid as extra, the same must be specifically stated. In the absence of any such stipulation 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.

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(b) On the Bids quoting GST extra, the rate and the nature of Tax applicable at the time of supply should be shown separately. Tax will be paid to the Seller at the rate at which it is liable to be assessed or has been assessed provided the transaction of sale is legally liable to tax and the same is payable as per the terms of the supply order.

(C) **Tax Deducted at Source (TDS)** will be deducted at source as per the norms of Govt. of India (on taxable goods & services as per Section 51 of GST Act)

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 work/supply concluded with the successful Bidder (i.e. Seller in the supply order) as selected by the buyer. Failure to do so may result in rejection of Bid submitted by the Bidder.

33. **Option Clause:** The work/supply will have an Option Clause, wherein the Buyer can exercise an option to procure an additional 50% of the original work/supply order quantity in accordance with the same terms & conditions of the present work/supply order. This will be applicable within the currency of concordat. It will be entirely the discretion of the Buyer to exercise this option or not.

34. **Tolerance Clause:** To take care of any change in the requirement during the period starting from issue of RFP till placement of the work/supply order, 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 concordat, the quantity ordered can be increased or decreased by the Buyer within this tolerance limit.

35. **Payment Terms for Indigenous Sellers:** 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 within 3-4 weeks on delivery and the acceptance by the user on production of the requisite documents.

36. **Advance Payments: No Advance payments will be made.**

37. **Paying Authority:** Administrative Officer, Sainik School Amaravathinagar is the paying authority. The payment of bills will be made on submission of the following documents by the Seller to the Administrative Officer, Sainik School Amaravathinagar Udumalpet Taluk along with the bill:-

(a) Work/Supply Orders Advice Inspection note and bill (A&I note) in five copies.

(b) Guarantee / Warranty certificate.

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(c) Details for electronic payment viz Account holder's name, Bank name, Branch name and address, Account type, Account number, IFSC code, MICR code (if these details are not incorporated in bill/bid).

(d) Any other document / certificate that may be provided for in the Supply Order / Work Order.

38. **Fall clause:** The following clause will form part of the work/supply order placed on successful bidder: The price charged for the stores supplied under the work/supply order by the Seller shall in no event exceed the lowest prices at which the Seller else 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 concordats placed during the currency of the Rate Contract is completed.

(a) If at any time, during the said period the Seller reduces the sale price, sells or offer to sell such stores to any persons / organization including the Buyer or any Deptt, of central Govt. or any Department of State Government or any Statutory undertaking of the Central or State Government as the case may be at a price lower than price chargeable under the deal, 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 work/supply order 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 the prices charged for normal replacement.

(iii) 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 Contract as also under any previous rate contracts entered into with the Central or State Govt Depts, including their undertakings excluding joint sector companies and / or pre GST parties and bodies.

39. **Risk & Expense clause**

(a) Should the stores or any installment thereof not be delivered within the time or times specified in the work/supply order documents or if defective delivery is made in respect of the stores or any installment thereof, the Buyer shall after grant the Seller 05 working days to cure the breach, be at liberty, without prejudice to the right to recover liquidated damages as a remedy for breach of work/supply order, to declare the deal as cancelled either wholly or to the extent such default.

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(b) Should the stores or any installment thereof is not in accordance with the specifications / parameters provided by the SELLER, the BUYER shall be at liberty, without prejudice to any other remedies for breach of work/supply order, to cancel the deal wholly or to the extent of such default.

(c) In case of a material breach that was not remedied within 05 working days, the BUYER shall, having given the right of first of first refusal to the SELLER be as liberty to purchase, manufacture, or procure from any other source as the thinks fit, other stores of the same or similar description to make good:-

(i) Such default.

(ii) In the event of the work/supply being wholly determined the balance the stores remaining to be delivered there under.

(d) Any excess of the purchase price, cost of manufacturer, or value of any stores procured from any other supplier, over the deal price appropriate to such default or balance shall be recoverable from the SELLER. Such recoveries shall not exceed 20% of the value of the work/supply order.

40. **Force Majeure Clause**

(a) Neither party shall bear responsibility for the complete or partial non-performance of any of its obligations (expect for failure to pay any sum which has become due on account of receipt of goods under the provisions of the present work/supply), 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 party's control that have arisen the conclusion of the present work/supply.

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

(c) The party for which it becomes impossible to meet obligations under this deal 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 deal totally or partially upon giving prior written 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.

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41. **Transportation:** The following Transportation clause will form part of the deal placed on successful Bidder:-

F. O. R Destination: Sainik School Amaravathinagar Udumalpet Taluk, Tiruppur Dist, Tamil Nadu 642102.

42. **Inspection Authority:** The inspection will be carried out by the Principal, Sainik School Amaravathinagar, Udumalpet Taluk Tiruppur Dist Amaravathinagar, Tamil Nadu or by his representative. The mode of Inspection will be Departmental Inspection/ User Inspection/ Joint Inspection/ Self certification.

43. **Franking clause:** The following Franking clause will form part of the deal placed on successful Bidder:-

(a) Franking Clause in the case of Acceptance of Goods "The fact that the goods have been inspected after the delivery period and passed by the inspecting Officer without prejudice to the rights of the Buyer under the terms and conditions of the deal"

(b) Franking Clause in the case of Rejection of goods "The fact that the goods have been inspected after the delivery period and rejected by the Inspecting Officer will not bind the Buyer in any manner. The goods are being rejected without prejudice to the rights of the Buyer under the terms and conditions of the deal.

44. **Claims:** The following claims clause will form part of the deal 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 work/supply order.

(c) The quantity claims for deficiency of quantity shall be presented within 45 days of completion of Joint Receipt Inspection 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).

(d) The quality claims for defects or deficiencies in quality noticed during the Joint Receipt Inspection shall be presented within 45 days of completion of JRI and acceptance of goods. Quality claims shall be presented of 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).

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(e) 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 claim 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.

(f) The Seller shall collect the defective or rejected goods from the location nominated by the Buyer and deliver the repaired or replaced goods at the same location under Seller's arrangement.

(g) Claims may also be settled by reduction of cost of goods under claim from bonds submitted by the Seller or payment of claim amount by Seller through demand draft drawn on State Bank of India, in favor of Principal Sainik School Amaravathinagar.

(h) The quality claims will be raised solely by the Buyer and without any certification/countersignature by Seller's representative stationed in India.

45. **Warranty:** The firm should bring the items/equipment/product/materials to the school as sample at their cost to confirm its superiority. **Samples/documents/brochures/ catalogues are mandatory to confirm the bid.** The following Warranty will form part of the work/supply order placed on the successful Bidder. Date of manufacturing /packing date and its life span is to be mentioned clearly on packages. Warranty/guarantee period is to be mentioned.

(a) The Seller warrants that the goods supplied under the work/supply order conform to technical specifications prescribed.

(b) If the goods are reported by the Buyer to have failed to conform to the specifications, the Seller shall either replace or rectify the same free or charge, within a maximum period of 05 days of notification of such defect received by the Seller.

PART V-EVALUATION CRITERIA AND PRICE BIDS ISSUES

46. **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) Single Bid system: Single commercial bid system will be followed. The samples submitted by the bidders will be scrutinized by a Board of Officers for finalization of the deal.

(c) If required, negotiation will be made during finalization of the deal and the date will be intimated later.

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(d) The Principal, Sainik School reserves the right to reject any or all bids without assigning any reason thereof. Bids by Fax/E-mail will not be accepted. Post Bid correspondences shall not be entertained.

(e) Last two year's list of clients is to be enclosed.

(f) It is hereby brought to the notice of all prospective bidders that if any change/additions/alterations are found to be made by them in the copies of the Bid, proof documents etc. and the same is subsequently detected / noticed at any stage even after award of the work/supply; all necessary actions including stoppage of the work/supply, forfeiting of Security Deposit and stoppage of payment would be taken. In addition, the bidders shall be liable to be prosecuted under law for any malpractice found.

(g) This advertisement does not constitute, and will not be deemed to constitute any commitment on the part of the school with respect to exact demand quantity.

(h) The Bid forms are required to be submitted prior to Bid opening procedure. Late and incomplete Bid forms shall be summarily rejected. No correspondences in this regard will be entertained.

(i) The Principal, Sainik School reserves the right to itself not to issue the document and/or to accept or reject any or all the offers at any stage of the process and or modify the process without assigning any reason whatsoever, and his decision in this matter is deemed as final and binding. The firm will not be entitled for any compensation for rejection of his application.

(j) If any firm has authorized dealership certificate, the same may also be enclosed. The authorized dealership shall be considered subject to other conditions.

(k) Sainik School does not bind itself to accept only lowest Bid. It reserves the right to select the bidders on other essential count also.

(l) The lowest bid will be decided upon the lowest price quoted by the Bidder. The consideration of taxes and duties in evaluation process will be as follows:-

(i) In cases where only indigenous Bidders are competing 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) The Bidders are required to spell out the rates of 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 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 entrained after the opening of Bids. If a Bidder chooses to quote a price inclusive of any duty and dose not confirm inclusive of such duty so included is firm and final, he should clearly indicate the rate of such

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duty and quantum of tax included in the price. Failure to do so may result in ignoring of such offers summarily. If a Bidder is exempted form payment of GST duty up to any value of supplies from them, they should clearly state that no tax will be charged by them up to the limit of exemption which they may have. If any concession is available regarding rate/quantum of GST, it should be bought out clearly. Stipulations like tax was presently no applicable but the same will be charged if it becomes leviable latter on, will not be accepted unless in such cases it is clearly stated by a Bidder that tax will not be charged by him even if the same becomes applicable later. In respect of the Bidder who fail to comply with this requirement, their quoted prices shall be loaded with the quantum of tax which is normally applicable on the item in question for the purpose of comparing their prices with other Bidders. The same logic applies to GST also.

(n) 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.

(o) The Lowest Acceptable Bid will be considered further for placement of work/supply order after complete clarification and price negotiations as decided by the Buyer. The Buyer will have the right to award work/supply to different Bidders for being lowest in particular items. The Buyer also reserves the right to do Apportionment of quality, if it is convinced that lowest Bidder is not able to supply full quantity in stipulated time.

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

(Himanshu Sharma)
Lt Col
Administrative Officer
For Prinipal

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Date: (**Signature of Bider & Seal)**

Form DPM-15

Performance Bank Guarantee Format

From:
Bank _____

To,

The President of India Ministry of Defence, Government of India New Delhi

Dear Sir,

Whereas you have entered into a deal No.___dated___ (hereinafter referred to as the said Contract) with M/s_____, hereinafter referred to as the "seller" for supply of goods as per Part-II of the said deal to the said seller and whereas the Seller has undertaken to produce a bank guarantee for*(%)* of total deal value amounting to_____ to secure its obligations to the President of India. We the__bank hereby expressly, irrevocably, and unreservedly undertake and guarantee as principal obligors on behalf of the seller that, in the event that the President of India declares to us that the goods have not been supplied according to the work/supply order obligations under the aforementioned deal, we will pay you, on demand and without demur, all and any sum up to a maximum of_____Rupees _____only. Your written demand shall be conclusive evidence to us that such repayment is due under the terms of the said deal. We undertake to effect payment upon receipt of such written demand.

2. We shall not be discharged or released from this undertaking and guarantee by any arrangements, variations made between you and the Seller, indulgence to the Seller by you, or by any alterations in the obligations of the Seller or by any forbearance whether as to payment, time performance or otherwise.

3. In no case shall the amount of this guarantee be increased.

4. This guarantee shall remain valid for …… months from the date of JRI acceptance of test consignment in India or until all the store, spares and documentation have been supplied according to the work/supply order obligations under the said deal.

5. Unless a demand or claim under this guarantee is made on us in writing or on before the aforesaid expiry date as provided in the above referred deal or unless this guarantee is extended by us, all your rights under this guarantee shall be forfeited and we shall be discharged from the liabilities hereunder.

6. This guarantee shall be a continuing guarantee and shall not be discharged by and change in the constitution of the Bank or in the constitution of M/s__.

Date: (**Signature of Bider & Seal)**

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