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SAINIK SCHOOL GHORAKHAL
DISTT- NAINITAL(UTTARAKHAND)
PIN-263156

RFP No: SSGK/QM/BIOMASS FUEL/2024-25

Date _____

Cost of the form Rs. 500/- paid vide SSGK MR No. / DD No. _____ dated _____

Earnest Money Rs 4000/- paid vide DD No. _____ dated _____

INVITATION OF TENDER FOR SUPPLY OF BIO FUELS BRIQUETTES
FOR THE PERIOD FROM 01 DEC 2024 TO 30 NOV 2025

1. Sainik School Ghorakhal, Nainital as buyer is inviting bids for Supply of Bio Fuels Briquettes. Bids in sealed cover are invited for services required listed in this RFP. Please superscribe the above mentioned Title, RFP No. and Date of opening of the bids on the sealed cover to avoid the bid being declared invalid. Bid envelope should clearly state “**Supply of Bio Fuels Briquettes**”.

2. The address & contact number for sending the tender/bids or seeking all clarification regarding this RFP are given below:-

(a) Bids/queries to be addressed to: Principal, Sainik School Ghorakhal
Post Office – Ghorakhal
District- Nainital (Uttarakhand)
PIN- 263156

(b) Postal Address: Principal, Sainik School Ghorakhal
Post Office – Ghorakhal
District- Nainital (Uttarakhand)
PIN- 263156

(c) Telephone No. of Contact Personnel 05942-220051

3. This RFP is divided into six parts as follows:-

(a) **Part-I** – Contains general information & instruction of 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), 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 be also form part of the contract with the successful Bidder.

(e) **Part-V** – Contains evaluation criteria, Terms & conditions, format for price bids along with returnable Performa and Technical specifications.

(f) **Part-VI** – Financial Bid.

4. This RFP (single copy priced @ Rs 500/-) is issued with no financial commitment. The Buyer reserves the right to change or vary any part of RFP at any stage. Buyer also reserves the right to withdraw the RFP, should it become necessary at any stage. Bidders willing to quote the rate of items list provided in the RFP as **Appendix 'B'**.

5. Bidders are requested to indicate their acceptance of the above offer based on the terms and conditions as mentioned in the succeeding paragraph and as per **Appendix-C**.

Administrative Officer
For Principal

Part-I General Information

1. **Last Date and Time for Depositing the Bids:** 04 Nov 2024 (1500 hrs).
2. **Manner of Depositing the Bids:** Sealed Bids will be dropped in the Tender Box marked as **INVITATION OF TENDER FOR SUPPLY OF BIO FUEL BRIQUETTES** kept at:-

Guard Room, Main Gate-02, Sainik School Ghorakhal, Nainital

The bids should reach by the due date and time. Late tenders will not be considered. No responsibility will be taken for delay or non delivery/non-receipt of Bid documents. Bids sent by post, Fax or email will not be considered. The bid shall be signed by the authorized person and his/her full name and status to be indicated below the signature along with the official stamp of the firm. The bid should be packed in envelope before dropping into the tender Box. The tender will be placed in sealed envelop & addressed to The Principal, Sainik School Ghorakhal. The Name & address of the tenderer will inevitably be mentioned. The envelope will be marked in bold with “**INVITATION OF TENDER FOR SUPPLY OF BIO FUEL BRIQUETTES.**”

3. **Time and Date for opening of Bids:** 04 Nov 2024 (1530 hrs)

Due to any exigency, the due date of 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:** Guard Room, Main Gate No 02, Sainik School Ghorakhal. Only those Bids which are found in the tender box will be opened for consideration. Bids dropped in the wrong Tender box or received after the due date and time, will not be accepted and it will be rendered invalid.

5. **Place of opening of the Bids:** The Reception room of Sainik School Ghorakhal. Bidders may depute their representatives, duly authorized in writing, to attend the opening of Bids on the due date and time. Rates and important commercial/technical clauses quoted by all Bidders will be read out in the presence of the representatives of all the Bidders. This event will not be postponed due to non-presence of your representative.

6. **Forwarding of Bids:** Bids should be forwarded by Bidders under their original memo/ letter pad inter alia furnishing the following details:-

- (a) Firm Name including complete postal/ e-mail address and Fax/ Telephone No.
- (b) Photocopy of PAN/TAN Number
- (c) Photocopy of Aadhar Card
- (d) GST number/TIN number
- (e) Detail of Account number, Account Type, IFSC Code, MICR Code (Along with one cancelled cheque or photocopy of Bank Pass Book)
- (f) Experience Certificate related services/supply (if any)
- (g) Detail of EMD Bank Draft
- (h) Price Bid Performa

7. **Two Bid System:** The bids are being invited under Two Bid System and separate commercial and technical clauses (bids) will be considered. Only technical bid would be opened at the time and date mentioned above. Date of opening of the financial bid will be intimated after acceptance of the technical bid. Financial bid of only those firms will be opened, whose technical bids are found compliant/suitable after technical evaluation is done by the buyer.

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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 about the clarifications sought not later than Ten (10) 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.
9. **Modifications and Withdrawal of Bids:** A bidder may modify or withdraw his bid after submission provided that the written notice of modifications or withdrawal is received by the Buyer prior to deadline prescribed for submission of bids. A withdrawal notice may be sent by e-mail/Fax but it should be followed by a signed confirmation and 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 deposited by the bidder.
10. **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.
11. **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.
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 Bids, failing which the defaulting Bidder may be delisted for the given range of items as mentioned in this RFP.
13. **Validity of Bids:** The Bids should remain valid till 120 days from the last date of submission of bids.
14. **Earnest Money Deposit:** Bidders are required to submit Earnest Money Deposit (EMD) as per advertisement published along with the Bid. The EMD may be submitted in the form of Demand Draft in favour of PRINCIPAL, SAINIK SCHOOL GHORAKHAL, payable at Bhowali, (**CODE NO. 1352**), A refundable amount of **Rs. 4000/-** (Rupees four thousand only) will be charged as EMD against the tender. As per chapter 4.7.7 of DPM 2009, bid security is not required to be submitted by those firms, who are registered with the central purchase organization DG S & D), MSME and organizations registered with National Small Industries Corporation (NSIC) or concerned department of Ministry of the Government of India like NCCFI and Kendriya Bhandar. EMD is to remain valid for a period of 90 days beyond the final bid validity period. EMD of the unsuccessful bidders will be returned to them without any interest whatsoever before the 30 days after the award of the contract. The bid security of the successful bidder would be returned without any interest whatsoever, after the receipt of the Performance Security (PBG) from them as called for in the contract. 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.

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PART II - Essential Details of Items/Services

1. **Delivery Period:** Delivery period for supply of items would be as per supply order placed. Please note that contract 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.
2. **Terms of delivery:** It will be sole responsibility of seller to deliver the items mentioned in supply order at Consignee address.
3. **Consignee Details:** Quarter Master, Sainik School Ghorakhal, Nainital.
4. **Contract Period:** Contract period would be with effect from **01 Dec 2024** for one year. It can be extended upto 03 years subject to mandatory good performance and absolute discretion of Principal, Sainik School Ghorakhal. Please note that contract can be cancelled unilaterally by the School in case of any violation of terms and conditions of contract/default by the contractor as provided elsewhere in the contract documents/RFP.
5. **Eligibility Criteria:**
 - (a) An Indian national holding the valid identity proof such as Voter ID Card issued by Electoral Commission of India/Aadhar Card/ Ration Card/Driving License/Passport. He should not have any adverse/disciplinary case in police station.
 - (b) Self attested copies of following documents need to be attached:-
 - (i) Firm Name including complete postal/ e-mail address and Fax/ Telephone No.
 - (ii) Photocopy of PAN/TAN Number
 - (iii) Photocopy of Aadhar Card
 - (iv) GST number/TIN number
 - (v) Detail of Account number, Account Type, IFSC Code, MICR Code (Along with one cancelled cheque or photocopy of Bank Pass Book)
 - (vi) Experience Certificate related services/supply (if any)
 - (vii) Detail of EMD Bank Draft
 - (viii) Price Bid Performa
 - (c) Earnest Money Deposit of Rs. 4000.00 (Rupees four thousand only) is to be deposited as per advertisement payable by Demand Draft in favour of PRINCIPAL, SAINIK SCHOOL GHORAKHAL, payable at Bhowali, (CODE NO. 1352), with other documents as mentioned in RFP.
6. **Signing of Contract Agreement:** The successful bidders/contractor will be required to sign an agreement with the buyer within 30 days from the date of written intimation to the bidder to this effect.
7. **Contract Operating Authority:** The contract for Supply of Bio Fuels Briquettes for Sainik School Ghorakhal, Nainital once finalised, will be operated by Principal, Sainik School Ghorakhal through its designated staff.

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(Sig. of Presiding Officer)

8. **Cancellation of the Contract in Part or in Full due to Contractor's Default:** If the contractor, in the opinion of the Govt/School authorities fails or neglects to comply with any of the terms and conditions of the contract or with any other issued there under then in such a case the Govt./School authorities shall without prejudice to any other right or remedies under this contract, have the right and be entitled to cancel the contract by giving 30 days notice in writing to the contractor, without being liable to pay any compensation for such cancellation. The contractor, however, will be entitled to be paid amount after deduction if any amount due to the Govt/School authorities towards outstanding rebate, water and electricity or rent and allied charges payable by the contractor. In the event of cancellation of the contract in the circumstances aforesaid, the contractor shall on demand by the Govt. or the authorized representative thereof, handover immediately, to the Govt, or the authorized representative of all Govt stores/components in the possession or custody of the vendors without waiting for the payment or even settlement of any claim already made or intended to be made by the contractor.

PART III – Standard Conditions of RFP

The Bidder is required to give confirmation of their acceptance of the standards condition of the request for proposal mentioned below which will automatically be considered as part to the contract concluded with the successful bidder (i.e. Seller in the Contract) as selected by the buyer. Failure to do so may result in rejection of the Bid submitted by the bidder.

1. **Law:** The contract shall be considered and made in accordance with the laws of the Republic of India. The contract shall be governed by and interpreted in accordance with the laws of the Republic of India.
2. **Effective date of the Contract:** The contract shall come into effect on the date of signatures of both the parties on the contract (Effective Date) and shall remain valid until the completion of the obligations of the parties under the contract. The deliveries and supplies and performance of the services shall commence from the effective date of the contract.
3. **Arbitration:** All disputes or differences arising out of or in connection with the contract shall be settled by bilateral discussions. Any dispute, disagreement or question arising out of or relating to the contract or relating to construction or performance, which cannot be settled amicably, shall be referred to the sole arbitration of the Principal, Sainik School Ghorakhal or person appointed by him on his behalf in terms of arbitration and conciliation act, 1996 as amended from time to time and the decision of such arbitration shall be final and binding on both the parties.
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 for borne to do any act in relation to the obtaining or execution of the present contract or any other contract with the Government of India for showing or forbearing to show favour or disfavour to any person in relation to the present contract or any other contract with the government of India. Any breach of the aforesaid undertaking by the seller or any one employed by him or acting on his behalf (whether with or without the knowledge of the seller) or the commission of any offers by the seller or any 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

(Sig. of bidder)

(Sig. of Presiding Officer)

cancellation. A decision of the Buyer or his nominee to the affect that a breach of the undertaking had been committed shall be final and binding on the seller. Giving or offering of any officer/employee of the Buyer or to any other person in a position to influence any officer/employee of the Buyer for showing any favour in relation to this or any other contract shall render the seller to such liability/penalty as the Buyer may deem proper, including but not limited to termination of the contract, imposition of penal damages, forfeiture of the bank guarantee and refund of the amounts paid by the Buyer.

5. **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.

6. **Liquidated Damages/ Penalty Clause**. In the event of the Seller'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 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.

7. **Termination of Contract**: The Buyer shall have the right to terminate this contract in part or in full in any of the following cases:-

- (a) The delivery of the material is delayed for causes not attributable to Force Majeure for more than (01 month) after the 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 two 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.

8. **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 registered pre-paid mail, addressed to the last known address of the party to whom it is sent.

9. **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.

10. **Transfer and sub-letting**: The seller has no right to give, bargain, sell, assign or sublet or otherwise dispose of the contract or any part thereof ,as well as to give or to let a third party take benefit or advantage of the present contract or any other part thereof.

(Sig. of bidder)

(Sig. of Presiding Officer)

11. **Taxes and Duties:**(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 entertained 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 up to any value of supplies from them, he should clearly state that no such duty/tax will be charge 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 liveable later on, in respect of the Bidders, who fail to comply with this requirement, their quoted prices shall be loaded with the quantum of such duty/tax which is normally applicable on the item in question for the purpose of comparing their prices with other Bidders.

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

(b) **Sales Tax/VAT/ GST:**

(i) If it is desired by the Bidder to ask for Sales tax /VAT/GST and transportation 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, transportation 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 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.

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(Sig. of Presiding Officer)

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. **Security Deposit:** The bidder will be required to furnish a security deposit for Security against tender against an official receipt issued by school authority within 30 days of signing of the contract. The Security Deposit will be released only after expiry of the contract after adjusting outstanding dues, if any payable by the contractor. The security deposit is to be made in favour of Principal Sainik School Ghorakhal. The bidder is to note that once contract is finalised, after due negotiations of rates, has to deposit **security amount of 10% of the total cost in the form of DD,** before the indent for supply is placed. In case the approved bidder fails to deposit security money by the due date, the EMD will stand forfeited and he would have no further claim of the contract and forfeited amount.

2. **Payment Terms:** It will be mandatory for bidder to include their bank account numbers and other relevant e-payment details so that payment could be made through RTGS/NEFT etc or through cheques wherever feasible.

3. **Risk & Expense clause:**

(a) Should the stores or any installment thereof not be delivered within the time or times specified in the contract document, or if defective delivery is made in respect of the stores or any installment thereof, the Buyer shall after granting the Seller 07 days to cure the breach, be at liberty, without prejudice to the right to recover liquidated damages as remedy for breach of contract, declare the contract as cancelled either wholly or to the extent of such default.

(b) Should the stores or any installment thereof not perform in accordance with the specifications/ parameters provided by the Seller during the check proof tests to be done in the Buyer's country, the Buyer shall be at liberty, without prejudice to any other remedies for breach of contract, cancel the contract wholly or to the extent of such default.

(c) In case of a material breach that was not remedied within 07 days the Buyer shall, having given the right of first refusal to the Seller be at liberty to purchase, manufacture, or procure from any other source as he thinks fit, other stores of the same or similar description to make good:-

- (i) Such default
- (ii) In the event of the contract being wholly determined the balance of the stores remaining to be delivered there under.

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

(Sig. of bidder)

(Sig. of Presiding Officer)

4. **Force Majeure Clause:** Should any force Majeure circumstance arise each of the contracting party shall be excused for the non-fulfilment or for the delayed fulfilment of any of its contractual obligations, if the affected party with (10 days) of its occurrence informs the other party in writing Force Majeure shall means fire, floods, natural disasters of other acts, that are unanticipated or unforeseeable and not brought about at the instance of the party claiming to be affected by such event or which, if anticipated or foreseeable could not be avoided or provided for and which has caused the non performance or delay in performance such as war, turmoil, strikes, sabotage, explosions, quarantine restriction beyond the control of either party. A party claiming Force Majeure shall exercise reasonable diligence to seek to overcome the Force Majeure event and to mitigate the effect thereof on the performance of its obligations under this contract.

(a) Neither party shall bear responsibility for the complete or partial non-performance of any of its obligations (except for failure to pay any sum which has become due on account of receipt of goods under the provisions of the present contract), if the non-performance results from such Force Majeure circumstances as Flood, Fire, Earth Quake and other acts of God as well as War, Military operation, blockade, Acts or Actions of State Authorities or any other circumstances beyond the parties control that have arisen after the conclusion of the preset 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 06 (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 of the terms provided in the agreement of the goods received.

5. **Claims:** The following claims clause will form part of the contact period on successful Bidder:-

(a) The quality claims will be raised solely by the buyer and without any certification/counter signature by the seller's representative.

(b) The contractor will be responsible for any eventuality such as specified at Part II, Part III and Part IV of RFP during the contract period. Discipline/ adherence to security safety norms is the responsibility of contractor.

(Sig. of bidder)

(Sig. of Presiding Officer)

- (c) The contractor and the personnel employed by him in discharge of the service shall observe all rules regarding security precaution as applicable to and enforced by Principal, Sainik School Ghorakhal. The decision of Principal in this regard would be final and binding.
- (d) Principal, Sainik School Ghorakhal reserves the right to reject any offer without assigning any reason.
- (e) The contractors undertake to see that no inflammable article is brought within the school campus area and on default the action will be decided by the Principal, Sainik School Ghorakhal.
- (f) Any damages to the vendor occurred due to force Majeure or any negligence, Sainik School Ghorakhal will not be held responsible for the same.
6. **Repeat order clause:** The contract will have a repeat order clause, wherein the buyer can order upto 50% quantity of the items under the present contract within six months from the date of supply /successful completion of this contract, the cost, terms and 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.
7. **Fall clause:** The following fall clause will form part of the contract placed on successful bidder.
- (a) The price charged for the stores supplied under the contract by the contract shall in no event exceed the lowest prices at which the contractor sells the stores or offer to sell stores of identical description to any persons/ organisation including the purchaser of any department of the Central Government or any Department of State Government of any statutory undertaking the central or state government as the case may be during the period till performance of all supply orders placed during the currency of the rate contract is completed.
- (b) If at any time, during the said period the contractor reduces the sale price, sells or offer to sell such stores to any person/ organisation including the purchaser or any Department of Central Government. or any Department of the State Government or any Statutory undertaking of the Central or State Government as the case may be at a price lower than the price chargeable under the contract, the shall forthwith notify such reduction or sale or offer of sale to the Director General of Supplies & Disposals and the price payable under the contract for the stores of such reduction of sale or offer of the sale shall stand correspondingly reduce. The above stipulation will, however, not apply to:-
- (i) Sale of goods at lower price on or after the date of completion of sale/placement of the order of goods by the authority concerned under the existing or previous Rate Contracts as also under any previous contracts entered into with the Central or State Government Department including their undertakings excluding join sector companies and/or private parties and bodies

(Sig. of bidder)

(Sig. of Presiding Officer)

(c) The Seller shall furnish the following certificate to the Paying Authority along with each bill for payment for supplies made against the Rate contract- "We certify that there has been no reduction in sale piece of the stores of description identical to the stores supplied to the Government under the contract 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 upto the date of bill/the date of completion of supplies against all supply orders placed during the currency of the Rate contract at price lower than the price charged to the government under the contract except for quantity of stores.

8. **Paying Authority:** Administrative Officer, Sainik School Ghorakhal, Nainital will be the paying authority. The payment of bills will be made on submission of the following documents by the seller to the Paying Authority along with the bill (As applicable)

(i) Ink- signed copy of Commercial Invoice/ Seller's bill.

(ii) Details for electronic payment viz Account holder's Name, Bank Name, Branch Name and Address, Account Type, Account Number, IFSC Code, MICR Code (if these details are not incorporated in supply order/ contract)

9. **Transportation:** The stores shall be dispatched to the consignee by the supplier on his own arrangement.

10. **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 improvement and modifications thereto and spares of imported and modified equipment are backward integrated and interchangeable with same equipment supplied by the Seller in the past if any. The Seller shall supply and interchange ability certificate along with the changed part numbers wherein it should be mentioned that items would provide as much life as the original item.

11. **Quality Assurance:** The seller would be required to provide all test facilities on Buyer's premises during inspection after supplying the items. The item should be of the latest manufacture, production conforming to the current production standard and having 100% defined life at the time of delivery.

12. **Inspection Authority:** Principal/Administrative Officer, Sainik School Ghorakhal, Nainital is the inspecting agency.

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

(a) The seller warrants that the goods supplied under the contract confirm to technical specifications prescribed and shall perform according to the said technical specifications warranted results.

(b) 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.

(Sig. of bidder)

(Sig. of Presiding Officer)

(c) The seller also warrants that necessary service and repair back up during the warranty period of the equipment shall be provided by the Seller.

Part V – Evaluation Criteria & Price Bid Issues

1. **Evaluation Criteria** – The broad guidelines for evaluation of Bids will be as follows:

(a) Only those Bids will be evaluated which found to be fulfilling all the eligibility and qualifying requirement of the RFP.

(b) 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.

(c) 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.

(d) All taxes and levies including GST must be mentioned with their rates and value. No further correspondence on submitted quotations will be entertained after closing date of tender.

2. **TERMS AND CONDITIONS FOR SUPPLY OF BIO FUELS BRIQUETTES:**

(a) The rates quoted should be for Bio Fuels Briquettes of Grade-I quality, inclusive of all charges, all taxes including GST if any, for free delivery at the school site on stipulated date and time. The contract shall be for the period from **01 Dec 2024 to 30 Nov 2025**. However, it will come into effect from the date of actual issue of orders. The firm must compulsorily quote the brand/make of items along with rates.

(b) The firm must enclose copy of PAN Card and GST registration alongwith tender for documentary proof. If the firm does not enclose the above mentioned copies of the documents alongwith tender, the tender will be rejected at the time of opening of tender.

(c) Incomplete, illegible and over written tenders are likely to be rejected by the Board of officers. Also, it is not mandatory on the part of Principal, Sainik School Ghorakhal to award contract to the agency/ firm quoting the lowest. The decision of the Principal is final in case of acceptance/ rejection of any tender depending on merit/quality and the factors in the interest of the school.

(d) Items will be supplied as per the indent within stipulated time mentioned in the indent form. Collection of indent form from the school is the responsibility of the supplier. Inferior and sub-standard quality of items will not be accepted. Substitute items if supplied, will not be accepted. Items supplied must be of latest make and a certificate covering guarantee period / maintenance, be submitted during the installation.

(e) Request for enhancement of rates of any items under any circumstances, will not be considered once the rates are finalised. Hence, the bidder is to quote rates accordingly, keeping the market forces factor in mind. The market standing of the contractor in terms of permanent shop, infrastructure, financial soundness, previous service to the school, etc., shall be verified before award of the contract.

(Sig. of bidder)

(Sig. of Presiding Officer)

(f) Payment will be made by RTGS/NEFT only, once in a month on submission of the corrected bill, within a month from the date of the receipt of the corrected bill for the items actually received in good condition. Alternatively, the school would prefer to directly credit the amount to the agency's business account with State Bank of India, through core banking system. 2% of TDS deduction from each payment will be made, as per rules of Income Tax. **No advance payment is permissible.**

(g) In the event of short supply or failure of supply on the stipulated date and time or rejection of the supply, the school is at liberty to purchase the indented items from the local market without prejudice. The excess cost paid over and above the contract rate of such items locally purchased, inclusive of charges and departmental charges will be recoverable from amount due to be paid to the contractor by way of redemption of monthly bill or from the security deposit. In addition a penalty to the extent of Rs.100/- will be imposed for any day during the month if the Principal, Sainik School Ghorakhal is convinced that the failure in meeting the demand either in part or full is due to the carelessness or negligence of the supplier.

(h) All supplies will be subject to approval by the Principal, Sainik School, Ghorakhal or by a representative appointed by him before they are finally accepted or any payment made. Supply will be delivered at school premises at the cost of the contractor and when needed and where applicable, will be checked and inspected. Weighing, counting of supplied consignments shall be done only after quality check. Only net weight of the supplied items shall be taken into account. Weight of the packing material would not be considered. All packing materials like bags, tins, jars, bottles etc, shall not be returned to the supplier. Damaged or inferior supply will have to be replaced by the contractor at his cost. Bulk supply where not required, shall not be accepted.

(j) Inability on the part of the contractor, to continue with the contract any time during the approved tenure will be liable to forfeiture of the entire security amount deposited with the school, without any notice and the contract shall be awarded to the next agency, without any prejudice.

(k) The Principal, Sainik School Ghorakhal reserves the right to or not to demand any item / service, given in the tender.

(l) In case of any dispute, the decision of the Principal, Sainik School Ghorakhal shall be final which will be disposed of within the Nainital court jurisdiction only

(m) Rates should be written in figure as well as in words also.

(n) After the tendering procedure if any contractor would like to withdraw his tender, shown his inability to take up the contract after negotiation or in any reason not able to sign the agreement bond, the EMD deposited by the contractor will stand forfeited and he will have no further claim for the contract and forfeited amount.

(p) An agreement bond is to be executed on a non-judicial paper of Rs.100/- value by the approved supplier/ contractor before placement of order.

3. **Price Bid Performa:** Price bid performa for rate quoted by the bidder is attached as Appendix 'B'. The same must be used by the bidder for submitting the price bid for the Supply of Bio Fuels Briquettes.

(Sig. of bidder)

(Sig. of Presiding Officer)

ELIGIBILITY DOCUMENT

1. The following documents are to be attached with the Technical bid:
 - (a) Firm Name including complete postal/ e-mail address and Fax/ Telephone No.
 - (b) Photocopy of PAN/TAN Number
 - (c) Photocopy of Aadhar Card
 - (d) GST number/TIN number
 - (e) Detail of Account number, Account Type, IFSC Code, MICR Code (Along with one cancelled cheque or photocopy of Bank Pass Book)
 - (f) Experience Certificate related services/supply (if any)
 - (g) Detail of EMD Bank Draft
 - (h) Price Bid Performa

Note:

1. All documents are to be self attested and all pages of RFP/contract documents are to be signed by Authorized Signatory.
2. Attach acceptance of terms and conditions provided with RFP duly signed.
3. Contract is for providing services at Sainik School Ghorakhal as per the services mentioned in Schedule of Requirement (SOR) mentioned at Part-II of RFP.
4. Contractors will be required to enclose necessary documents to prove their eligibility as given above and include affidavit for no recovery of outstanding/Undertaking or NOC, wherever required.
5. List of items such as furniture, containers, display cabinet, electric and electronic equipments proposed to installed is to be mandatory attached with RFP (in case it is required). Prior permission is to be obtained for installation of Principal (in case required).

DECLARATION

I hereby certify that the information furnished above is true and correct to the best of my/our knowledge. I understand that in case any deviation is found in the above statement at any stage, I/We will be blacklisted and will not have any dealing with the Department in future.

Date:

(Authorized Signatory of bidder)

Place

(Sig. of bidder)

(Sig. of Presiding Officer)

TECHNICAL SPECIFICATION

| Sl. No | Item | Quality/ Brand | Remarks |
|---------------|--|-----------------------|----------------|
| (a) | Bio Fuels Briquettes (along with Chulha Bhatti) | | |

(Sig. of bidder)

(Sig. of Presiding Officer)

TECHNICAL BID

1. Firm Name including complete postal/ e-mail address and Fax/ Telephone No.
2. Photocopy of PAN/TAN Number
3. Photocopy of Aadhar Card
4. GST number/TIN number
5. Detail of Account number, Account Type, IFSC Code, MICR Code (Along with one cancelled cheque or photocopy of Bank Pass Book)
6. Experience Certificate related services/supply (if any)
7. Detail of EMD Bank Draft
8. Price Bid Performa

(Sig. of bidder)

(Sig. of Presiding Officer)

CHECK LIST

| SI No | Bid Enclosures | Yes or No |
|--------------|--|------------------|
| | Bidder should positively write YES or NO | |
| 1. | Whether Technical Bid (Envelope – A) and Commercial Bid (Envelope – B) prepared and stamped in all pages by the Authorized Signatory? | |
| 2. | Whether EMD deposit is put in the Technical Bid (Envelope – A)? | |
| 3. | Whether the Tender is submitted in two covers namely Technical Bid (Envelope – A) and Commercial Bid (Envelope – B)? | |
| 4. | Whether two covers are put into an outer cover duly sealed with WAX? | |
| 5. | Whether Technical Bid (Envelope – A) contains the following:- | |
| 5.1 | Bidder's covering letter in the Letter Head signed and stamped by the Authorized Signatory. | |
| 5.2 | Detailed profile of the firm. | |
| 5.3 | Copies of the Permanent Account Number (PAN/TAN). | |
| 5.4 | Copies of the Registration of GST number. | |
| 5.5 | Copy of Aadhar Card | |
| 5.6 | Details of Bank A/c | |
| 5.7 | Copy of the last audited report/document showing annual turnover. | |
| 5.8 | Certificate of recognition for satisfactory services by the institutions/organizations of repute. | |
| 5.9 | Quality /brand mentioned in the bid. | |
| 5.10 | Copies of the supply/work orders of educational institutions of repute where items have been supplied/services provided. | |
| 5.11 | Declaration that the firm has not black listed by department/agency etc either by the State or Central Government. | |
| 5.12 | Declaration of Guarantee Period. | |
| 6. | The Rate and Amount of each item along with the applicable taxes (Envelope – B) has been filled or not and the same is signed and stamped by the Authorized Signatory. | |
| 7. | EMD Bank Draft | |

(Sig. of bidder)

(Sig. of Presiding Officer)

Appendix-B**RFP No: SSGK/QM/BIOFUEL/2024-25****PRICE BID FORMAT FOR SUPPLY OF BIO FUELS BRIQUETTES**

1. **Price Bid:** The Price bid Format is attached with the RFP as schedule. All Bidders are required to fill this up correctly for **Supply of Bio Fuels Briquettes**.

Part VI**FINANCIAL BID**

| Sl.No | Name of Place/location | Quantity (Kg) | Rate (Per Kg) |
|--------------|--|----------------------|----------------------|
| (a) | Bio Fuels Briquettes (along with Chulha Bhatti) | 9000 | |

2. Taxes, if any.....
3. Any other relevant details.....

(Sig. of bidder)

(Sig. of Presiding Officer)

Appendix-C
RFP No: SSGK/QM/BIOFUEL/2024-25

CERTIFICATE OF ACCEPTANCE OF
TERMS AND CONDITIONS OF TENDER

It is certified that all the terms and conditions as laid down in the RFP including its appendices and annexure are accepted by the company/bidder and the bidder undertakes to abide by all of them during entire tendering process and thereafter, if selected for Supply of Bio Fuels Briquettes. It is further certified that any cost incurred on additional services required for completing the contract documents/process for providing related services would be borne by us.

Date:

(Authorized Signatory of bidder)

Place:

(Sig. of bidder)

(Sig. of Presiding Officer)