

**SUPPLYING OF TRACK SUITS FOR CADETS OF SAINIK SCHOOL KALIKIRI ON PARENT EXPENSES FOR A PERIOD OF THREE YEARS**

1. This procurement will be carried out through the Government e-Marketplace (GeM).
2. The Sainik School Kalikiri hereinafter referred to as Buyer, is interested in concluding the **Contract for one year from the date of entering into the contract at Sainik School Kalikiri for the supply of Track Suits on Parent expenses to the Cadets at [Sainik School Kalikiri](#)**. Online bids through GeM are invited by the Buyer for the supply of Track Suits on Parent Expenses.

e-mail ID: [tenders@sskal.ac.in](mailto:tenders@sskal.ac.in)

3. This RFP is being issued with no financial commitment and the Buyer/ Principal, Sainik School Kalikiri reserves the right to change or vary any part thereof at any stage. Principal, Sainik School Kalikiri also reserves the right to withdraw the RFP, should it become necessary at any stage.

## **PART – I: GENERAL INFORMATION**

1. **Critical dates:**

Ser No	Dates	Remarks
(a)	Publishing Dates	<b>As entered in GeM &amp; CPP Portal Open tender</b>
(b)	Document Download Start Date	
(c)	Document Download End Date	
(d)	Seek Clarification Start Date	
(e)	Clarification End Date	
(f)	Bid Submission Start Date	
(g)	Bid Submission End Date	
(h)	Bid Opening Start Date	

2. **Manner of Depositing Bids: (Two Bids)**. The bidder has to submit the Technical Bid as a scanned copy of documents asked through GeM. **The Technical Bids will be opened online only. Submission of Technical Bids physically will be REJECTED.** Only the Technical Bid would be opened on the time and date mentioned at the GeM portal. **The details of the documents to be submitted on GeM Online (Scanned copies) are as given below:**

(a) **Technical Bid (Online Submission Cover I) documents may be uploaded online in PDF format.** The following documents shall be submitted online in PDF format prior to bid submission closing dates:-

- (i) Scan copy of Certificate of Acceptance of Standard and Special Conditions of RFP on letterhead. (i.e. Part III & IV of RFP).
- (ii) Technical Bid comprising Technical Compliance Sheet/Chart as enclosed to RFP as Appx 'A'.

Criteria	Weightage	Break-up of Weightage	Documents
Past experience of the firm with similar requirements	<b>20</b>	20 marks for the last three supply orders of Track Suits (Contract order not less than the value of 5 lakh each)	All supply orders
Financial strength of the vendor	<b>20</b>	10 lakh and above will carry 20 marks	All statements signed by CA
Authorised OEM Certificate	<b>10</b>	OEM certificate -10 marks	Govt approved OEM documents
Sample as per specifications mentioned in Part-II	<b>50</b>	<b>Based on the marks awarded by the evaluation committee after checking the sample provided by the vendor</b>	

**Note:- Financial Bid of Bidders whose total marks in Technical Bid is 70 or more, will only be Opened & Processed further.**

(b) **Financial Bid (Online Submission Cover-II)**. Commercial bids in the format as specified in the GeM portal.

(c) The date of opening of Commercial Bids through online mode will be intimated after acceptance of the Technical Bids. Commercial Bids of only those firms will be opened, whose Technical Bids are found compliant/suitable after the technical evaluation is done by the Buyer. Physical submission of the commercial bid will not be accepted and the vendor will be rejected.

3. **Last Date and Time of Submission of Bids**. As published on GeM Portal.

4. **Commercial offers**. It should be as per the GeM portal format published by the school. An

offer received incomplete or ambiguous is liable to be rejected at the discretion of Principal, Sainik School Kalikiri without recourse to further clarification. Principal, Sainik School Kalikiri also reserves the right to seek clarification with one or more vendors, if considered necessary.

5. **Opening of Bids**: As Published on GeM Portal.

6. **Place of Opening the Bids**. The technical bid will be opened online. Physically verification of the documents will be done by **the committee constituted by the school**. The bidder may present personally or depute their representative duly authorized in writing to attend the opening of the bids on the due date and time. Technical Bids will be first opened by the Technical Evaluation Committee (TEC) on the scheduled date and time. The technical clauses quoted by bidders will be read out in the presence of the representative of all the bidders. **This event will not be postponed due to the non-presence of your representative.**

7. **Clarification Regarding Contents of the RFP**. A prospective bidder who requires clarification regarding the contents of the bidding documents shall notify in writing about the clarifications sought not later than **07 (seven) days** before the date of opening of the bids at [tenders@sskal.ac.in](mailto:tenders@sskal.ac.in) . Copies of the clarification will also be published through GeM/ CPP portal through corrigendum.

8. **Modification and Withdrawal of Bids**. A bidder may notify of withdrawing his bid after submission provided that the written notice of modification or withdrawal is received before the 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 us not later than the deadline for submission of bids. No bids 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 the expiration of the period of bid validity specified. Withdrawal of a bid during this period will result in bidders' blacklisting for future tender in the Sainik School Kalikiri.

9. **Clarification Regarding Contents of the Bids**. During the evaluation and comparison of bids, the Board of Officers may, at its discretion, ask the bidder for clarification of the bid through GeM. The request for clarification will be given in GeM only and no change in prices or substance of the bid will be sought, offered or permitted. No post-bid clarification on the initiative of the bidder will be entertained.


10. **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.

15 **Validity of Bids**. The bids should remain valid for **120 days** from the last date of submission of bids.

16. **Earnest Money Deposit**. NA.

## **PART – II: ESSENTIAL DETAILS OF ITEMS / SERVICES REQUIRED**

1. List/details of the items/services required are as follows: -

<b><u>Ser No</u></b>	<b><u>Description of Item</u></b>	<b><u>Specification</u></b>
(a)	Track Suit Size from 30 to 44 	(i) School Track Pant with superior quality fabrics in cotton, terry cotton, polyester cotton and best quality of elastic, drawstring , other trims required to ensure high durability. (ii) Full length good quality zipper (iii) Ribs at the cuffs (iv) Open Bottom of the trouser (v) School Crest embroidered on left side of the top and school name on back side. (vi) Pants with waist elasticated & drawstring in navy blue colour with white piping in the side seam.

2. **Delivery/Commencement Period:** The execution of the contract would commence from the date of entering into the contract for one year. Supply orders will be placed 30 days in advance before the date of supply for the first time. Subsequent issues will be made by the contractor based on the class-wise schedule of issues of items to cadets. Please note that the supply order/contract can be cancelled unilaterally by the Buyer in case the services are not provided within the stipulated period.

**Note:** The colour of the above Track Suit may change as per the buyer requirement and the bidder should be able to provide accordingly at any time with no extra cost than agreed contract price.

### **PART – III: STANDARD CONDITIONS OF RFP**

1. The bidder is required to confirm their acceptance of the standard conditions of the request for proposal mentioned below which will automatically be considered as part of the contract concluded with the successful bidder (i.e. seller in the contract) as selected by the Sainik School Kalikiri. Failure to do so may result in the rejection of the bid submitted by the bidder.
2. **Law.** The contract shall be considered and shall be governed by and interpreted in accordance with the law of the Republic of India.
3. **Effective Date of the Contract.** The contract shall come into effect from the date of signature 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 performance of the services shall commence from the effective date of the contract.
4. **Arbitration:** That in the case of any dispute or difference which may, at any time during and after the contract, be arising between the parties hereto in respect of any of the matter of the agreement, such dispute or difference shall be referred to the arbitration of the arbitrator appointed by the Govt / Principal, Sainik School Kalikiri with mutual consent of the Contractor. The decision of such arbitrator shall be final and binding on the parties thereto. The provisions of the Arbitration and Conciliation Act, 1966 and the rules thereunder shall be deemed to apply to the arbitration proceedings under this clause. That for this, “Government” means the Principal, Sainik School Kalikiri or any other officer nominated on behalf of the Principal, Sainik School Kalikiri. 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 functioning aspects or performance, which cannot be settled amicably, may be resolved through arbitration. The standard clause of arbitration are available on the MoD website and can be provided on request. The Arbitration will be filed within Chittoor jurisdiction only.
5. **Penalty for Use of Undue Influence.** The seller will undertake 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 having done or forborne to do any act in relation to the obtaining or execution of the present contract or any other contract with the government of India for showing or forbearing to show favour or disfavour to any person in relation to the present contract or any other contract with the Government of India. Any breach of the aforesaid undertaking by the Seller or anyone 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 Indian Penal Code, 1860 or Prevention of Corruption Act, 1986 or any other act enacted for the prevention of corruption shall entitle the Buyer to cancel the contract and all or any other contracts with the Seller and recover from the Seller the amount of any loss arising from such cancellation. A decision of the Buyer or his nominee to the effect that a breach of the undertaking had been committed shall be final and binding on the Seller. Giving or offering of any gift, bribe or inducement or any attempt at any such act on behalf of the Seller towards any officer/employee of the Buyer or to any other person in a position to influence any officer/employee of the Buyer for showing any favour in relation to this or any other Contract, shall render the Seller to such liability/penalty as the Buyer may deem proper, including but not limited to termination of the Contract, imposition of penal damages, forfeiture of the Bank Guarantee and refund of the amounts paid by the Buyer.
6. **Agents/Agency Commission.** The Seller confirms and declares to the Buyer that the Seller is the original manufacturer of the stores/provider of the services referred to in this contract and has not engaged any individual or firm, whether Indian or foreign Whatsoever, to intercede, facilitate or in any way to recommend to the Government of India or any of his functionaries, whether officially or unofficially, to the award of the contract to the Seller, nor has any amount been paid, promised or intended to be paid to any such individual or firm in respect of any such intercession, facilitation or recommendation. The Seller agrees that if it is established at any time to the satisfaction of the Buyer that the present declaration is in any way incorrect or if at a later stage, it is discovered by the Buyer that the Seller has engaged any such individual/firm, and paid or intended to pay any amount, gift, reward, fees, commission or consideration to such person, party, firm or institution, whether before or after the signing of this contract, the Seller will be liable to refund that amount to the Buyer. The Seller will also be debarred from entering into any contract with the Government of India for a minimum period of five years. The buyer will also have a right to consider cancellation of the contract either wholly or in part, without any entitlement or compensation to the Seller who shall in such an event be liable to refund all payments made by the Buyer in terms of the contract along with interest at the rate of 2% per annum as per LIBOR. The Buyer will also have the right to recover any such amount from any contracts concluded earlier with the Government of India.

7. **Access to Books of Accounts.** In case it is found to the satisfaction of the Buyer that the Seller has engaged an Agent or paid commission or influenced any person to obtain the contract as described in clauses relating to Agents/Agency Commission and penalty for use of undue influence, the Seller, on a specific request of the Buyer, shall provide necessary information/inspection of the relevant financial documents/information.

8. **Non-disclosure of Contract Documents.** Except with the written consent of the Buyer/Seller, other parties shall not disclose the contract or any provision, specification, plan, design, pattern sample or information thereof to any third party.

9. **Liquidated Damages/ Penalty.** In the event of the seller/contractor's failure to submit the bonds, guarantees and documents, supply the stitched garments/stores/goods and conduct trails, etc. as specified in this contract, the Buyer (Principal, Sainik School Kalikiri) 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 goods 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 item delayed beyond the original date of completion.

10. **Termination of Contract.** The contract can be terminated in part or in full in any of the following cases:-

- (a) The services are delayed for causes not attributable to force majeure for more than three consecutive days during the currency of the contract.
- (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 three consecutive days provided the Force Majeure clause is included in the 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 the decision of the Arbitration Tribunal.

11. **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 e-mail, addressed to the last known address of the party to whom it is sent.

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

13. **Patents and other Industrial Property Rights:** The prices stated in the present Contract shall be deemed to include all amounts payable for the use of patents, copyrights, registered charges, trademarks and payments for any other industrial property rights. The Seller shall indemnify the Buyer against all claims from a third party at any time on account of the infringement of any or all the rights mentioned in the previous paragraphs, whether such claims arise in respect of manufacture or use. The Seller shall be responsible for the completion of the supplies including spares, tools, technical literature and training aggregates irrespective of the fact of infringement of the supplies, irrespective of the fact of infringement of any or all the rights mentioned above.

14. **Amendments.** No provision of the 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.

15. **Taxes and Duties**

(a) **In respect of Indigenous bidders**

(i) **General**

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

(ab) If a bidder is exempted from payment of any duty/tax up to any value of supplies from them up to the limit of exemption which they may have. If any concession is available in regard to the rate/quantum of any duty/tax, it should be brought out clearly. In such cases, the relevant certificate will be issued by the Buyer later to enable the Seller to obtain an exemption from taxation authorities.

(ac) Any changes in levies, taxes and duties levied by Central/State/Local governments such as GST etc on final product upward as a result of any statutory variation taking place within contract period shall be allowed reimbursement by the Buyer, to the extent of actual quantum of such duty/tax shall be reimbursed to the Buyer by the Seller. All such adjustments shall include all reliefs, exemptions, rebates, concessions etc, if any, obtained by the Seller. Section 64-A of the Sales of Goods Act will be relevant in this situation.

(ad) Levies, taxes and duties levied by Central/State/Local governments such as GST etc on final product will be paid by the Buyer on actual, based on relevant documentary evidence. Taxes and duties on input items will not be paid by the Buyer and they may not be indicated separately in the bids. Bidders are required to include the same in the pricing of their products.

## **PART – IV: SPECIAL CONDITIONS OF RFP**

1. The Bidder is required to confirm 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 the bid submitted by the Bidder.

2. **Performance Bank Guarantee.** The Bidder will be required to furnish a Performance Bank Guarantee (e-PBG) through GeM only by way of Bank Guarantee through a public sector bank or a private sector bank authorized to conduct government business (ICICI Bank Ltd., Axis Bank Ltd or HDFC Bank Ltd.) for a sum equal to 5% of the contract value within 30 days of receipt of the confirmed order. Performance Bank Guarantee should be valid **up to 60 days beyond the date of warranty/ expiry of the contract.**

3. **Tolerance Clause.** Any changes in the requirement during the period (Starting from the issue of RFP till placement of the Supply Order) buyer reserves the right to **25% plus/minus** increase or decrease the quantity of the required goods up to that limit without any change in the terms and conditions and prices quoted by the seller. While awarding the SO, the quantity ordered can be increased or decreased by the buyer within this tolerance limit.

4. **Option Clause:** The contract will have an Option Clause, wherein the Buyer can exercise an option to procure an additional 50% of the originally contracted quantity in accordance with the same terms & conditions of the present contract. This will be applicable within the currency of the 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.

5. **Repeat Order Clause** – The contract will have a Repeat Order Clause, wherein the Buyer can order up to 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 & 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.

6. **Fall clause** – The following fall clause will form part of the contract placed on the successful Bidder:-

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

(b). If at any time, during the said period the Seller reduces the price, or offer to provide such items/goods to any person/organization including the Buyer or any Dept, of Central Govt. or any Department of the State Government or any Statutory undertaking of the Central or State Government as the case may be at a price lower than the price chargeable under the contract, 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 items/goods of such reduction of items/goods or offer of the items/goods shall stand correspondingly reduced. The above stipulation will, however, not apply to:-

(i) Export by the Seller.

(ii) Sale of items/goods as original equipment at prices lower than the prices charged for normal replacement.

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

7. **Risk & Expense Clause.** Should the items/goods not be supplied within the time or times specified in the contract documents i.e. beyond 48 hours, or if unsatisfactory work is done, the Buyer shall after granting the Seller 45 days to cure the breach, be at liberty, without prejudice to the right to recover liquidated damages/penalty as a remedy for breach of contract, to declare the contract as cancelled either wholly or to the extent of such default.

8. In case of a material breach that was not remedied within 45 days, the BUYER shall be having given the right of first refusal to the SELLER be at liberty to outsource the services from any other source as he thinks fit, to make good:-

(a) Such default.



- (b) In the event of the contract being wholly determined, the balance of the work remaining to be completed thereunder.
9. Any excess of the items/ goods price, procured from any other supplier as the case may be, over the rate contract price appropriate to such default or balance shall be recoverable from the SELLER. Such recoveries shall not exceed 25 % of the value of the contract.”
10. **Quality.** The quality of the stores delivered according to the present Contract shall correspond to the specifications enumerated as per RFP and the samples kept at Quartermaster Section 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.
11. **Inspection Authority.** The inspection will be carried out by the Committee detailed for the purpose. The mode of inspection will be the user inspection.
12. **Warranty.** The following warranty will form part of the contract placed on the successful Bidder:-
- (a) The seller warrants that the items supplied under the contract conform to specifications prescribed and the samples kept in Quartermaster Section.
- (b) The seller warrants that the Track Suits supplied under the contract shall be free from all types of defects.
- (c) If the Track Suits are reported by the buyer to have defects and not conforming to the samples and specifications, the seller shall replace the items free of charge, within a maximum period of 15 days of notification of such defect.
13. **Payment Terms.** It will be mandatory for the Bidders to indicate their bank account numbers and other relevant e-payment details so that payments could be made through the ECS/EFT mechanism instead of payment through cheques, wherever feasible. A copy of the model mandate form prescribed by RBI is to be submitted by Bidders for receiving payments through ECS. The 100% payment will be made on delivery and acceptance by the user.
14. **Advance Payments.** No advance payment(s) will be made.
15. **Paying Authority.** The payment will be made on submission of the following documents along with the bills within 30 days from the date of receipt of bills by the school:-
- (i) Ink-signed copy of Commercial invoice / Seller’s bill.
- (ii) User Certificate (In duplicate) duly signed by the House Masters on behalf of the entire house.
- (iii) Details for electronic payment viz Account Holders Name, Bank Name, Branch name and address, Account Type, Account Number, IFSC Code, MICR Code etc (If these details are not incorporated in Supply Order/Contract deed.
- (iv) Receipt duly signed by the cadets and countersigned by the House Masters for the clothing items issued to them.
- (v) The bills for a particular garment/course will not be split. Class wise/ House wise consolidated bills will be forwarded on completion of the issue along with the User Certificate by the House Masters on behalf of the entire House with a signed list of cadets showing details of items issued.
- (vi) Proof copy of e-PBG.
16. In addition to the above conditions, the following special conditions will also form the part of the contract: -
- (a) The contractor will submit his monthly bills to the officer designated by the Principal, Sainik School Kalikiri on completion of the issue of Track Suits along with the nominal roll of cadets and receipt of Track Suit duly signed by the cadets and countersigned by the Administrative Officer.
- (b) The contractor will incur the cost of damage/provide a fresh replacement to any cadet in the event of loss/damage to the Track Suits.
- (c) Once the **Work Order** is placed, it will be the Vendors responsibility to supply the items/goods. Any additional cost incurred for supplying the required goods/items as per the contract agreement and for which the vendor has not bid at the time of submission of the final offer will be borne by the vendor.
- (d) Assessed rent or market rent whichever is higher as per government rates will be charged for the accommodation allotted to the contractor on the ground of minimum inescapable requirements. This will be subject to the condition that the accommodation in

question will not be required for other unauthorized purposes.

(e) The contractor will, in addition, pay for electricity, conservancy and furniture charges as per rates existing from time to time.

(f) The contractor will submit in writing the details of issues made on every issue day within 24 hours to the Administrative Officer.

(g) After two issues are made to a particular course, the contractor will submit a list of left-over cadets with reasons for the non-issue of the Track Suits.

(h) During the issue of the Track Suit to the cadets, should be packed in proper carry bags and will be in a presentable state.

(j) The contractor should lay out the Track Suits in **Clothing Store** for inspection by the Administrative Officer 24 hrs before the issue schedule. Besides Administrative Officer, any Staff designated by the Principal, Sainik School Kalikiri will demand 20% of the garments and other items before the supply of a complete lot of specified items for inspection to ensure the quality, material and pattern. **The Track Suits issue will be strictly made in the Houses only.**

(k) During the issue, the contractor along with his rep and size roll register (House wise) of the cadets being maintained by him, will be present to answer any query by the Committee/Cadets/ Officers.

(l) The Principal, Sainik School Kalikiri will be at liberty to introduce/withdraw any item from time to time keeping training requirements of the cadets or bring about changes in the pattern whenever deemed essential. Costing can be arrived at by mutual discussion.

(m) During the issue of Track Suits to the cadets, the contractor will not carry any type of additional issue of Track Suit, over and above the cadet's course/term wise entitlement without obtaining written permission from the contract operating agency and concurrence of the Principal, Sainik School Kalikiri in writing.

(n) During the issue, any item to be issued to a cadet in advance and not conforming to the issue schedule should only be done after obtaining written permission from the contract operating agency and concurrence of the Principal, Sainik School Kalikiri by the contractor. **The issue will strictly be made as per class wise clothing issue scheduled programme.**

17. The Principal will be at liberty to withhold payment of the disputed items of such bills till such disputes are finally settled.

18. The Contractor shall furnish the list at the end of each month and/or at the termination of each Batch of the school the total amount of payments outstanding against the Cadets.

19. (a) In case 20% or more of the items supplied are not meeting the specifications or the pattern as laid out by the board of officers, or the quality of Track Suit being produced by the contractor for the issue to the cadets is not in a presentable state/ in proper condition, it shall be taken as violation of the agreement and penalty clause shall be invoked under such circumstances.

(b) The Contractor shall not be entitled to any charges in respect of such articles as are not prepared and supplied to the satisfaction of the Principal and in such cases, the Contractor shall at his cost re-supply such articles so that they may be acceptable to the Principal.

20. (a) Any change in the specification shall always be recorded in the form of a letter, a copy of which will be provided to the contractor. No changes shall be made verbally.

(b) If during the currency of the Contract, the specification of any article or articles in the schedule to be supplied thereunder be changed, the Contractor shall continue to supply the said article or articles in accordance with the new specifications, at the rate to be mutually agreed to in writing at the time of such change, and in default of such agreement the contract in so far as it relates to the said article or articles in respect of which no agreement has been arrived at, shall stand rescinded but no such change shall affect the supply of any of the other articles under the contract and entitle the contractor to any compensation.

21. The fine imposed will be deducted from the Contractor's bills/Security Deposit. There will be no appeal on the fine imposed.

22. On the expiry or termination of this agreement, the Contractor shall submit his claims for all outstanding payments within one month from the date of such expiry of or on termination of the agreement and no claim preferred by the Contractor after the aforesaid period shall be entertained by the Principal, Sainik School Kalikiri.

23. The Contractor shall not transfer, assign or sublet either whole or any part of this agreement

without the previous consent in writing of the Principal, Sainik School Kalikiri. Any contractor whose tender has been rejected will not be involved/employed in the execution of this contract directly or indirectly. Any violation of this clause will be constituted as a breach of contract.

24. All items must be delivered by the contractor under their own arrangement.
25. The Principal, Sainik School Kalikiri shall have full right to delete any item given in **Appendix 'B'** without any notice before the contract agreement is signed but after the signing of the contract agreement notice of one month will be given for eliminating or reducing the items listed in Schedules 'A'.
26. The Sainik School Kalikiri shall provide the contractor accommodation only for the execution of the specified work within the Sainik School Kalikiri premises subject to the following conditions:-
  - (a) The rent for accommodation will be the prevailing rate being charged by the School. This, however, is subject to revision from time to time based on the orders on the subject.
  - (b) The contractor will be required to execute an agreement for allotment of accommodation, recovery of rent and allied charges as per prevailing Sainik School Kalikiri rules.
  - (c) No living accommodation will be provided for the residence purpose of the contractor or his staff within the Sainik School Kalikiri premises.
  - (d) The Contractor shall also pay electricity, conservancy and water charges as may be assessed in respect of the said accommodation.
  - (e) The Contractor shall pay the aforesaid Sainik School Kalikiri bills on or before the 5th of the following month.
  - (f) The Contractor shall not start any other business/work and will restrict his activities to the Track Suit Contract within the premises allotted to him by the Sainik School Kalikiri without prior written permission of the Principal.
  - (g) It is to be ensured by the contractor that his employees are not residing in the shop allotted for storing Track Suits.
  - (j) The Contractor shall not make any additions/alterations to the premises made available to him under this agreement without the written permission of the Principal.
  - (k) The Contractor shall be responsible and shall make good all damage that may be caused to the premises and other fixtures, fittings and equipment being the property of the Sainik School Kalikiri.
  - (l) The Contractor shall provide at his own cost the furniture, fittings and other equipment, required by him towards execution of the contract smoothly.
27. Either party may terminate this agreement at any time by giving to the other party three months notice in writing, of his intention to do so. The Principal, Sainik School Kalikiri shall, however, have the right to terminate this agreement without any notice and without being liable to any compensation whatsoever to the Contractor in the following situations:-
  - (a) If the Contractor commits a breach of any of the terms and conditions of this agreement,  

or
  - (b) If the Contractor becomes insolvent or goes into liquidation.
28. In case the agreement is terminated by the Principal, Sainik School Kalikiri without any notice as aforesaid, the Contractor shall be responsible to make good to the Principal any loss that may be caused or that may be incurred by the Principal in having the work done by another Contractor.
29. The rights and obligations of the Principal will be exercised or discharged on his behalf by the Administrative Officer, Sainik School Kalikiri or any other officer nominated by him.
30. **Apportionment of Quantity** - If the L-1 vendor failed to supply order quantity within the stipulated time and may not be capable to supply the entire requisite quantity, the opportunity will be given to L-2, L-3, and so on for the balance quantity at L-1 rates. Even if there was no prior decision to split the quantities and it will be discovered that the quantity to be ordered is far more than what L-1 alone can supply, the order may be distributed as above among L-2, L-3, etc. at the L-1 rate.

**PART - V: EVALUATION CRITERIA & PRICE BID ISSUES**

<b>Criteria</b>	<b>Weightage</b>	<b>Break-up of Weightage</b>	<b>Documents</b>
Past experience of the firm with similar requirements	20	20 marks for the last three supply orders of Track Suits (Contract order not less than the value of 5 lakh each)	All supply orders
Financial strength of the vendor	20	10 lakh and above will carry 20 marks	All statements signed by CA
Authorised OEM Certificate	10	OEM certificate - 10 marks	Govt approved OEM documents
Sample as per specifications mentioned	50	<b>Based on the marks awarded by the evaluation committee after checking the sample provided by the vendor</b>	

**Note:- Price Bid of Bidders whose total marks in Technical Bid is 70 or more, will only be Opened & Processed further.**

1. The RFP is being issued with no financial commitment and Sainik School Kalikiri reserves the right to change or vary any part thereof at any stage. This Sainik School Kalikiri also reserves the right to withdraw the RFP, should it become necessary at any stage.

Yours faithfully,

**FORMAT OF TECHNICAL BID**  
**SUPPLY OF TRACK SUITS FOR CADETS ON PARENT EXPENSES**

The Technical Bid Format is given below and Bidders are required to fill this up correctly with full details.

<b><u>Ser No</u></b>	<b><u>Particulars</u></b>	<b><u>Specificat ionn of Items offered</u></b>	<b><u>Compli ance is to RFP Specific ation whethe r Yes/No</u></b>	<b><u>In case of Non-complian ce, deviatio n from RFP to specified in unambig uous terms</u></b>
1.	Should be capable of supplying required items to approximately <b>620 cadets</b> at any given time.			
2.	<b>Minimum 3 years experience</b> in supply of Track Suits. Successfully completion Certificate issued by reputed firms/organization/Govt Dept.			
3.	Supporting documents regarding minimum yearly turnover of the firm for Rs 20.00 Lakhs duly verified by CA for past three years.			
4.	Documentary Proof of similar work undertaken in Central/State Govt, Training Establishments, Hospitals, Police Establishments, any Defence Training Institute ( <b>Such as Contract Agreement and Supply/Work Order</b> ).			
5.	A copy of GST and Tin registration etc along with Tax Clearance Certificate.			
6.	Balance Sheet for past three years to establish financial capacity.			
7.	Willingness to invest/install the eqpt/machinery reqd for repairing/alteration of Track Suits in the allotted premises if required. Also, will pay the rental charges for the building, water supply and electric supply as per existing norms of the school.			
8.	Certificate of confirmation of the acceptance of the standard conditions of the Request for Proposal mentioned in Part III & IV of RFP, 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 Sainik School Kalikiri. Failure to do so may result in the rejection of the bid submitted by the bidder.			

Company Seal

Authorized Signatory of

Company

**Place.** \_\_\_\_\_

**Date.** \_\_\_\_\_

**Appx 'B' (Ref Para 25 of Part IV of RFP)**

<b><u>Ser No</u></b>	<b><u>Description of Item</u></b>	<b><u>Number of pieces required / Year (Approximately)</u></b>
(a)	Track Suit Size from 30 to 44	650

**BOQ FOR SUPPLY OF TRACK SUITS**

<b><u>Ser No</u></b>	<b><u>Description of Item</u></b>	<b><u>Price / Unit in Rs.</u></b>
(a)	Track Suit Size from 30 to 44	

\* All the rates should be inclusive of all taxes and transportation charges.

\* The bidder should provide the items as per the requirement of the cadets and the invoice will be produced for the same.