



## सैनिक स्कूल अम्बिकापुर

मेण्ड्राकलां, जिला – सरगुजा, (छत्तीसगढ़), पिन कोड – 497001

ईमेल – [sainikschoolambikapur@rediffmail.com](mailto:sainikschoolambikapur@rediffmail.com)

दूरभाष – 7747032999

### निविदा प्रपत्र श्रेणी – आपूर्ति

### दवाई (MEDICINE) की आपूर्ति

संचालन अवधि : निविदा अनुबंध से एक वर्ष तक

निविदा जमा करने की अंतिम तिथि – 12 जुलाई 2022

समय – 1100 बजे तक

निविदा खुलने की तिथि – 12 जुलाई 2022

समय – 1130 बजे तक

अमानत राशि डिमाण्ड ड्राफ्ट : रूपये 12,000 / –

**टिप्पणी.** निविदा प्रपत्र की कुल पृष्ठ संख्या 22 है ।

निविदा कर्ता के हस्ताक्षर एवं फर्म की सीलमुद्रा

## INSTRUCTIONS TO THE BIDDERS

1. On behalf of Principal, Sainik School Ambikapur, sealed bids are invited from Bidders for supply of **MEDICINES** at Sainik School Ambikapur, Mendra Kalan, District – Surguja, Chhattisgarh. The bids will be **received upto 1100 hrs on 12 Jul 2022**. The bids will be opened **at Sainik School Ambikapur, Mendra Kalan, District Surguja at 1130 hrs on 12 Jul 2022**.
2. Please super scribe the “**MEDICINES**” on the sealed cover to avoid the bids being declared invalid.
3. The address and contact numbers for seeking clarification regarding this RFP are given below :-
  - (a) **Queries to be addressed to.** The Principal, Sainik School Ambikapur, Mendra Kalan, Dist-Surguja (C.G.) PIN-497001.
  - (b) **Name/designation of the contact personnel.** Administrative Officer, Sainik School Ambikapur.
  - (c) **Telephone numbers of the contact personnel.** Contact Number 7747032999, email id-sainikschoolambikapur@rediffmail.com
4. This RFP is divided into five parts as follows:-
  - (a) **Part I** - Contains General Information and Instructions for the Bidders about the RFP such as the time, place of submission and opening of tenders, Validity period of tenders, etc.
  - (b) **Part II** –Contains essential details of the items/services required, such as the Schedule of Requirements (SOR), Technical Specifications, Delivery Period, Mode of Delivery and Consignee details.
  - (c) **Part III** –Contains Standard Conditions of RFP, which will form part of the Contract with the successful Bidder.
  - (d) **Part IV** –Contains Special Conditions applicable to this RFP and which will also form part of the contract with the successful Bidder.
  - (e) **Part V** –Contains Evaluation Criteria and Format for Price Bids.
5. This RFP is being issued with no financial commitment and the School reserves the right to change or vary any part at any stage. The School also reserves the right to withdraw the **RFP AND REJECT ANY TENDER**, should it become necessary at any stage.
6. Please return this letter along with the complete RFP duly signed as attached.
7. I/We am/are in possession of a complete set of RFP issued by you, and have understood and agree to abide by the above instructions as well as those contained in the contract forms. The attached RFP forms duly completed and signed are submitted herewith.

निविदा कर्ता के हस्ताक्षर एवं फर्म की सीलमुद्रा

## SUPPLY OF MEDICINES

प्रति,

प्राचार्य  
सैनिक स्कूल अम्बिकापुर  
मेण्ड्राकलां, जिला – सरगुजा  
छत्तीसगढ़ – 497001

महोदय,

1. मैं, ..... (निविदाकर्ता का नाम) आत्मज  
श्री ..... (निविदाकर्ता के पिता का नाम) .....  
..... (फर्म का नाम) का  
प्रोप्राइटर/साझेदार (जो लागू न हो उसे काट दें) हूँ जो .....  
..... (फर्म का पता) पते पर स्थित है। मैं सैनिक  
स्कूल अम्बिकापुर में **MEDICINES** हेतु निविदा में भागीदारी कर रहा/रही हूँ।

2. मैं निविदा प्रपत्र में उल्लेखित सभी नियम व शर्तें स्वीकार करता/करती हूँ एवं पूर्णरूप से भरे हुए नीचे  
दिए गए निर्धारित दस्तावेजों को नियमानुसार जमा कर रहा/रही हूँ :-

Ser	Document	Remark (Yes/No)
(a)	Bid Security Declaration (Appendix "A")	
(b)	Bidder's Profile (Appendix "B")	
(c)	Undertaking/Declaration (Appendix "C")	
(d)	Prescribed Affidavit duly notarized (Appendix "D")	
(e)	Details of the Representative (Appendix "E")	
(f)	PART I – General Information	
(g)	PART II– Essential Details of Items/Services	
(h)	PART III – Standard Conditions of RFP	
(j)	PART IV – Special Conditions of RF	
(k)	PART V – Evaluation criteria & price bid issues	
(l)	Terms & Conditions	
(m)	Certificate	
(n)	Demand Draft of EMD	
(p)	Aadhar Card of the Bidder	
(q)	PAN Card of the Bidder	
(r)	Certificate of Establishment/Registration of Firm	
(s)	Valid GST registration of the firm (If applicable)	
(t)	Copies of ITRs for last two years	
(u)	Cancelled Bank Cheque/Mandate form issued by the Bank	
(v)	Experience Certificate (If any)	
(w)	Authorisation for attending bid opening event	
(x)	Evaluation criteria and Price Bids (Appendix ' F')	

निविदा कर्ता के हस्ताक्षर एवं फर्म की सीलमुद्रा

## **PART I – GENERAL INFORMATION**

1. **Last Date and Time for Depositing the Bids is 12 Jul 2022 by 1100 hrs.** The sealed Bids, should be deposited 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 Tender Box marked as “**BID FOR SUPPLY OF MEDICINES**” or sent by registered post at the address given above so as to reach by the due date and time. Late tenders will not be considered. No responsibility will be taken for postal delay or nondelivery/non-receipt of Bid documents.
3. **Time and date for opening of Bids. 12 Jul 2022 at 1130 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 Tender Box.** Manoj Pandey Block, Sainik School Ambikapur, Mendra Kalan, Dist-Surguja (Chhattisgarh) PIN-497001. Only Bids that are found in the tender box will be opened on the day of opening.
5. **Place of opening of the Bids.** Manoj Pandey Block, Administrative Block, Sainik School Ambikapur, Distt - Ambikapur -497001. The Bidders may depute their representatives, duly authorized in writing, to attend the opening of Bids on the due date and time.
6. **The cost of the Tender document.** The vendor/firm can download the Tender form enclosed in this RFP from Sainik School Ambikapur website [www.sainikschoolambikapur.org.in](http://www.sainikschoolambikapur.org.in) or CPPP website.
7. **Forwarding of Bids.** One sealed envelope containing **duly filled RFP** and it should be subscribed as “**TENDER FOR SUPPLY OF MEDICINES**” on top of it, is to be dropped in Tender Box placed in School Campus. (Format for Bid Security Declaration has been attached as **Appendix 'A'**).
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 14 (fourteen) days prior to the date of opening of the Bids. Copies of the query and clarification by the purchaser will be sent to all prospective bidders who have received the bidding documents.
9. **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.
10. **Validity of Bids.** The Bids should remain valid till 180 days from the last date of submission of the Bids.
11. **Modification and Withdrawal of Bids.** A bidder may modify or withdraw his bid after submission provided that the written notice of modification or withdrawal is received by the customer prior to deadline prescribed for submission of bids. A withdrawal notice may be sent by mail but it should be followed by a signed confirmation copy to be sent by post and such signed confirmation should reach the purchaser not later than the deadline for submission of bids or else the bid shall be rejected. 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.
12. **Earnest Money Deposit:** Bidders are required to submit DD Earnest Money Deposit (EMD) in favour of the **The Principal, Sainik School Ambikapur** for an amount of **₹ 12,000.00/- (Rupees Twelve Thousand only )** along with their bids in the form of an Account Payee Demand Draft, Fixed Deposit Receipt, Banker's Cheque or Bank Guarantee from any of the public sector banks or a private sector bank

authorized to conduct government business *payable in the name of Principal, Sainik School Ambikapur*. EMD is to remain valid for a period of sixty days beyond the final bid validity period. EMD of the unsuccessful bidders will be returned to them at the earliest after expiry of the final bid validity and latest on or before the 60<sup>th</sup> day after the award of the contract. The Bid Security of the successful bidder would be returned, without any interest whatsoever, after the receipt of Performance Security from them as called for in the contract. EMD is not required to be submitted by those Bidders who are registered with the Central Purchase Organization (e.g. DGS&D), National Small Industries Corporation (NSIC) or any Department of MoD or MoD itself. The EMD will be forfeited if the bidder withdraws or amends, impairs or derogates from the tender in any respect within the validity period of their tender.

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



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

1. **Schedule of Requirements.** List of items / services required is attached as **Appendix-'F'**. The contract is valid for the period of one year from the date of signing of contract agreement, which may be extended by the competent authority as per the provisions and performance of bidder/contractor.
2. Bidder is required to submit essential details in respect of their firms/ company (Bidder's Profile) as per **Appendix 'B'** of this RFP for capacity and capability evaluation.
3. **Delivery Period.** Items are required to be delivered to the Sainik School Ambikapur in full quantity as requested by the school administration. Please note that Contract can be cancelled unilaterally by the Buyer in case items are not received within the contracted delivery period. Extension of contracted delivery period will be at the sole discretion of the Buyer, with applicability of LD clause.
4. The contractor shall be responsible to deliver genuine and valid **MEDICINES** to the School.
5. **Consignee Details.** Cadets Mess, Sainik School Ambikapur, Mendra Kalan, Distt - Ambikapur - 497001.



### **PART III - STANDARD CONDITIONS OF RFP**

1. Bidder is required to give confirmation of their acceptance of the Standard Conditions of the Request for Proposal mentioned in succeeding paragraphs which will automatically be considered as part of the Contract concluded with the successful Bidder (i.e. Contractor in the Contract) as selected by the Customer. Failure to do so may result in rejection of the Bid submitted by the Bidder.
2. **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.
3. **Effective Date of the Contract.** The contract shall come into effect from 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.
4. **Arbitration:** That in the event of any dispute or differences arising under the contract so executed and which could not be resolved through mutual discussions. In such circumstances, the customer and contractor may agree for arbitration. Principal Sainik School Ambikapur will appoint arbitrator or a cell of arbitration on his behalf to resolve the disputes. The decision of arbitrator taken after due consideration of factors brought out by both parties shall be final and binding. The venue of the arbitration shall be at the discretion of the arbitrator, Subject as aforesaid, the Arbitration Act and the rules there-under, the statutory modification thereof, for the time being in force, shall be deemed to apply to the arbitration proceedings under this condition.
5. **Penalty for use of Undue influence.** The Contractor 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 disfavor to any person in relation to the present Contract or any other Contract with the Government of India. Any breach of the aforesaid undertaking by the Contractor or any one employed by him or acting on his behalf (*whether with or without the knowledge of the Contractor*) or the commission of any offers by the Contractor 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 Customer 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 Customer 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 Customer or to any other person in a position to influence any officer/employee of the Customer for showing any favour in relation to this or any other contract, shall render the Contractor to such liability/penalty as the Customer may deem proper, including but not limited to termination of the contract, **imposition of penal damages, forfeiture of the Performance Security/Bank Guarantee and refund of the amounts paid by the Buyer.**
6. **Agents/Agency Commission.** The contractor confirms and declares to the Customer in writing that the Contractor is the original manufacturer of the stores/provider of the services/supply referred to in this Contract and has not engaged any individual or firm, whether Indian or foreign whatsoever, to intercede, facilitate or in any way to recommend to the Government of India or any of its functionaries, whether officially or unofficially, to the award of the contract to the Contractor; 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 Contractor agrees that if it is established at any time to the satisfaction of the Customer that the present declaration is in any way incorrect or if at a later stage it is discovered by the Customer that the Contractor 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 Contractor will be liable to refund that amount to the Customer. The Contractor will also be debarred from entering into any supply Contract with the Government of India for a minimum period of five years. The Customer will also have a right to consider cancellation of the Contract either wholly or in part, without any entitlement or compensation to the Contractor who shall in such an event be liable to refund all payments made by the Customer in terms of the Contract along with interest at the rate of 2% per annum above **LIBOR rate**. The Buyer will also have the right to recover any such amount from any contracts concluded earlier with the Government of India.

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

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

9. **Liquidated Damages.** In the event of the Seller's failure to submit the Bonds, Guarantees and Documents, supply the stores/goods and conduct trials, installation of equipment, training, etc as specified in this contract, the Buyer may, at his discretion, withhold any payment until the completion of the contract. The BUYER may also deduct from the SELLER as agreed, liquidated damages to the sum of 0.5% of the contract price of the delayed/undelivered stores/services mentioned above for every week of delay or part of a week, subject to the maximum value of the Liquidated Damages being not higher than 10% of the value of delayed stores.

10. **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 one week beyond stipulated time.
- (b) The Seller is declared bankrupt or becomes insolvent.
- (c) The delivery of material is delayed due to causes of Force Majeure for more than one week.
- (d) The Buyer has noticed that the Contractor has utilized the services/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.
- (f) The contractor fails to supply the desired standard of item/items even after three written reminders.
- (g) If the Contractor fails to deliver the items as per approved specification/ quality and tries to supply substitute/substandard items.
- (h) The Contractor uses illegal means to influence or bribe the staff dealing with the contract.
- (j) If there is more than five written complaints against the contractor by any parent/student and the adm offr/principal find its genuine and valid enough against the interest of the school, the contract shall liable to be terminated.

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 or registered pre-paid mail/airmail, addressed to the last known address of the party to whom it is sent.

12. **Transfer and Sub-letting.** The Contractor 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 present Contract shall be changed or Modified in any way (including this provision) either in whole or in part except Present Contract 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.** Contractor will charge GST as per the existing policy of Gol.

(a) If Bidder desires to ask for 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.

(b) 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 on account of such tax will be entreated after the opening of tenders.

(c) If a Bidder chooses to quote a price inclusive of GST and does not confirm 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.

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

(e) Any change in any GST value 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 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.

**PART IV –SPECIAL CONDITIONS OF RFP**

1. The Bidder is required to give confirmation of their acceptance of Special Conditions of the RFP mentioned in succeeding paras which will automatically be considered as part of the Contract concluded with the successful Bidder (i.e. Contractor in the Contract) as selected by the Customer. Also every page of this RFP will be signed by the bidder and deposited alongwith the bid documents. Failure to do so may result in rejection of Bid submitted by the Bidder.
2. Successful bidders are to deposit ₹ 12,000/- (Rupees Twelve Thousand only) as security deposit money in form of Demand Draft in favour of Principal, Sainik School Ambikapur.
3. In case the contractor or the school (either of the party) wishes to close the business, either of the party must give at least three month advance notice or must pay rebate for the period.
4. In case of any complaint of indiscipline or due to any administrative reason the said contract will be terminated without any advance notice by the School Administration.
5. Successful bidders is to submit a stamp paper of value Rs 100/- and sign the agreement document within seven days from the date of finalization of the tender allotment.
6. **Performance Guarantee.** The Bidder will be required to furnish a Performance Guarantee through a demand draft in favour of Principal, Sainik School Ambikapur 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 3% 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.
7. **Tolerance Clause.** To take care of any change in the requirement during the period starting from issue of RFP till placement of the contract, Buyer reserves the right to \_\_\_% plus/minus increase or decrease the quantity of the required goods upto that limit without any change in the terms & conditions and prices quoted by the Seller. While awarding the contract, the quantity ordered can be increased or decreased by the Buyer within this tolerance limit.
8. **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 Seller shall in no event exceed the lowest prices at which the Seller sells the stores or offer to sell stores of identical description to any persons/Organisation including the purchaser or any department of the Central government or any Department of state government or any statutory undertaking the central or state government as the case may be during the period till performance of all supply Orders placed during the currency of the rate contract is completed.
  - (b) If at any time, during the said period the Seller reduces the sale price, sells or offer to sell such stores to any person/organisation including the Buyer or any Deptt, of central Govt. or any Department of the State Government or any Statutory undertaking of the Central or state Government as the case may be at a price lower than the price chargeable under the 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 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 lower than the prices charged for normal replacement.

(iii) Sale of goods such as drugs which have expiry dates.

(iv) 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 Govt. Depts, including their undertakings excluding joint sector companies and/or private parties and bodies.

9. **Payment Terms.** It will be mandatory for the Bidders to indicate their bank account numbers and other relevant e-payment details after finalization of the tender so that payments could be made through ECS/NEFT/RTGS mechanism instead of payment through cheque wherever feasible. The payment will be made as per the following terms on production of the requisite documents :-

- (a) On monthly basis the contractor will submit the bills.
- (b) The supplier/vendor have to submit their PAN details, Cancelled Cheque and NEFT details for making of payments through ECS/NEFT mechanism instead of payment through cheque by The Principal Sainik School Ambikapur.

10. **Advance Payment.** No Advance payments will be made to the contractor.

11. **Risk & Expense clause.**

(a) Should the stores or any installment thereof not be delivered within the time or times specified in the contract documents, or if defective delivery is made in respect of the stores or any installment thereof, the Buyer shall after granting the Seller 45 days to cure the breach, be at liberty, without prejudice to the right to recover liquidated damages as a remedy for breach of contract, to declare the contract as cancelled either wholly or to the extent of such default.

(b) 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, to cancel the contract wholly or to the extent of such default.

(c) In case of a material breach that was not remedied within 45 days, the BUYER shall, having given the right of first refusal to the 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 thereunder.

(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 \_\_\_\_% of the value of the contract.”

12. **Force Majeure.** Should any Force Majeure circumstances arise, each of the contracting party shall be excused for the non-fulfillment or for the delayed fulfillment of any of its Contractual obligations, if the affected party within 07 days of its occurrence informs the other party in writing. Force Majeure shall mean fires, floods, natural disasters or 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 effects thereof on the performance of its obligations under this contract.

13. **Warning Clause.** In case any complaint is received from users, the following penalty will be imposed :-

(a)	First Complaint	Verbal Warning
(b)	Second & Third complain	Written Warning
(c)	Fourth & Fifth Complaint	Right to termination of Contract after hearing the concerned party.

14. **Transportation.** The contractor is responsible for transport for the delivery of goods to the Consignee's premises. The term Contract means acquiring all types of goods, such as stores as well as all types of services including packing, unpacking, preservation, transportation, loading, unloading, insurance, delivery, special services if any, consultancy and systems. Any claims arising out the accident of transport, damage to public or private property or any injury or death shall be the responsibility of the supplier and the Sainik School Ambikapur as such shall not be a party to it.

15. **Inspection Authority.** The Inspection will be carried out by **Administrative Officer, Sainik School Ambikapur, or any other representative designated by him.** The mode of Inspection will be Departmental Inspection / User Inspection / Joint Inspection /Self-certification.

16. **Claim.** The following claims clause will form part of the contract placed on the successful bidder :-

- The quality claims for defects/damages in quality noticed during inspection shall be presented within 24 hours of completion of inspection and acceptance of goods and will be submitted to the Contractor.
- The Contractor is to settle the claims for defected/damaged quantity and deficiency in quality of the stores within 48 hours.
- The Contractor shall collect the defective/damaged or rejected items from the location nominated by the Buyer and deliver the replaced goods at the same location under Contractor's own arrangement.
- The quality claims will be raised solely by the Buyer and without any certification/ countersignature by the Co stationed in India.
- Any claims arising out the accident of transport, damage to public or private property or any injury or death shall be the responsibility of the supplier and **Sainik School Ambikapur** as such shall not be a party to it.

17. The contractor shall be responsible to deliver genuine and valid **MEDICINES** to the School. Any further information required can be obtained on application on any working day between 1500 hrs to 1700 hrs from the Sainik School Ambikapur, Vill – Mendrakala, District – Surguja, Chhattisgarh PIN Code - 497001.

18. The Officer operating the contract will be the Administrative Officer on behalf of Principal, Sainik School Ambikapur, Vill – Mendrakala, District – Surguja, Chhattisgarh - 497001.

19. **Any communication from buyer through SMS/e-mail from authorized mobile/ e-mail id will also be treated as an official communication.**

## **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 are found to be fulfilling all the eligibility and qualifying requirements of the RFP.

(b) The Lowest Bid will be decided upon the lowest price quoted by the particular Bidder as per the Price Format given at Para 2 below. The consideration of taxes and duties in evaluation process will be as follows:

(i) In cases 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) In cases where both foreign and indigenous Bidders are competing, following criteria would be followed –

(aa) In case of foreign Bidders, the basic cost (CIF) quoted by them would be the basis for the purpose of comparison of various tenders.

(ab) In case of indigenous Bidders, excise duty on fully formed equipment would be offloaded.

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

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

(d) 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.

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

2. **Price Bid Format.** Bidders are required to fill Price Bid (**Appendix “F”**) correctly with full details, sign with firms stamp on all pages of commercial bid.

**Note 1:** Incompletely filled form will be rejected out rightly.

**Note 2:** The Principal Sainik School Ambikapur reserves to reject any applications without assigning any reason for following reasons:-

- (a) **If bids found calculated grossly wrong.**
- (b) **Over writings/cuttings or unclear figures/words.**
- (c) **Commercial bids without firm’s representatives signature.**
- (d) **Missing documents as asked in RFP.**

**TERMS & CONDITIONS FOR SUPPLY OF MEDICINES AT SAINIK SCHOOL AMBIKAPUR**

1. Successful Bidders Bidder will be required to furnish a Performance Guarantee through a demand draft in favour of Principal, Sainik School Ambikapur 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 3% 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.
2. In case the contractor or the school (either of the party) wishes to close the business, either of the party must give at least three month advance notice or must pay rebate for the period based on the rebate paid last year.
3. In case of any complaint of indiscipline or due to any administrative reason the contract will be terminated without any advance notice by the School Administration.
4. Successful bidders is to submit a stamp paper of value Rs 100/- and sign the agreement document within seven days.
5. MSME/other registered firms exempted from deposition of EMD with the tender documents must attach **Bid Securing Declaration Form** as per format.
6. The bidders are requested to fill all other miscellaneous certificates attached with this RFP duly signed and vetted by them.

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**CERTIFICATE**

I have read and understood the above terms and conditions and agreed to abide by them.

Signature of Contractor with stamp

Name : \_\_\_\_\_

Address : \_\_\_\_\_

Date : \_\_\_\_\_

**In the presence of Witness**

**WITNESS – 1**

Signature \_\_\_\_\_

Name \_\_\_\_\_

Address \_\_\_\_\_

AADHAR No. \_\_\_\_\_

**WITNESS – 2**

Signature \_\_\_\_\_

Name \_\_\_\_\_

Address \_\_\_\_\_

AADHAR No. \_\_\_\_\_

निविदा कर्ता के हस्ताक्षर एवं फर्म की सीलमुद्रा

**CERTIFICATE TO BE SUBMITTED BY BIDDER**

This is to certify that \_\_\_\_\_ is my official mobile number and \_\_\_\_\_ is my official e-mail id. Any communication done by the buyer on these above said mobile number through buyer official mobile/e-mail will be treated as an official communication. Buyer reserves the rights to produce these communications during legal proceedings as a form of legal communication from buyer.

\_\_\_\_\_  
(Name in Block letter)

\_\_\_\_\_  
(Capacity i.e. Proprietor/Partner with stamp)



निविदा कर्ता के हस्ताक्षर एवं फर्म की सीलमुद्रा



**BID SECURING DECLARATION FORM**

I/We, the undersigned , declare that

I/We understand that, according to your conditions, bids must be supported by a Bid Securing Declaration.

I/We accept that I/We may be disqualified from bidding for any contract with you for a period for one year from the date of notification if I am/We are in a breach of any obligation under the bid conditions , because I/We

- (a) have withdrawn/modified/amended , impairs or derogates from the tender, my /our bid during the period of bid validity specified in the form of Bid or
- (b) having been notified of the acceptance of our Bid by the purchaser during the period of bid validity (i) fail or reuse to execute the contract , if required or (ii) fail or re-use to furnish the Performance Security, in accordance with the instructions to Bidders.

I/We understand this Bid Securing Declaration shall cease to be valid if I am/we are not the successful Bidder, upon the earlier of (i) the receipt of your notification of the name of the successful Bidder or (ii) thirty days after the expiration of the validity of my/our Bid.

Signed : (Insert signature of person whose name capacity are shown)  
(Insert legal capacity of person signing the Bid Securing In the capacity of Declaration)

Name : (insert complete name of person signing the Bid Securing Declaration)

Duly authorized to sign the bid for an on half of insert complete name of Bidder)

Dated on \_\_\_\_\_ days of \_\_\_\_\_ (insert date of signing)

Corporate Seal (Where appropriate)

(Note : In case of joint Venture, the Bid Securing Declaration must be in the name of all partners to the Joint Venture that submits the bid)

## निविदा कर्ता का विवरण प्रपत्र (BIDDER'S PROFILE)

- |   |  |
|---|--|
| <p>1. निविदा कर्ता का पूरा नाम : .....</p> <p>2. निविदा कर्ता के पिता का पूरा नाम : .....</p> <p>3. फर्म का पूरा नाम : .....</p> <p>4. निविदा कर्ता के निवास/फर्म का पूर्ण पता : .....</p> <p>5. फर्म का दूरभाष नं. : .....</p> <p>6. निविदा कर्ता का व्यक्तिगत मोबाईल नं. : .....</p> <p>7. ई-मेल पता (यदि हो तो) : .....</p> <p>8. निविदा प्रपत्र प्राप्त करने का माध्यम : स्कूल कार्यालय / स्कूल वेबसाईट</p> <p>9. जी.एस.टी. (GST) पंजीयन नम्बर (यदि लागू हो तो) : .....</p> <p>10. पैन (PAN) कार्ड नम्बर : .....</p> <p>11. आधार (AADHAR) नम्बर : .....</p> <p>12. Nature of Company : Proprietary/ Pvt Ltd/ PSU/ Partnership/Others</p> <p>13. Nature of Business : Trader/ Dealer/ Supplier/ Processor/ Sole selling or Authorised Agent</p> <p>14. Details of Registration : NSIC/ SSI/ MSME/ Other Govt Departments</p> <p>15. सक्षम अधिकारी द्वारा जारी जीवित व्यवसाय स्थापना पंजीयन प्रमाण पत्र नम्बर (Certificate of Establishment/ Registration) : (क) प्रमाण पत्र नम्बर .....<br/>(ख) वैधता अवधि ..... से ..... तक</p> <p>16. निविदा कर्ता/फर्म के बैंक का विवरण : (क) बैंक का नाम .....<br/>(ख) खाता क्रमांक .....<br/>(ग) आइ.एफ.एस.सी (IFSC) कोड .....</p> <p>17. <u>अमानत राशि (EMD) व निविदा प्रपत्र मूल्य का विवरण :-</u></p> | <p>Recent<br/>Passport<br/>Photo of the<br/>Bidder</p> |
|---|--|

### अमानत राशि का विवरण

- (क) जारी कर्ता बैंक का नाम : .....
- (ख) राशि रूपये : .....
- (ग) डिमांड ड्राफ्ट/रसीद क्र. : .....
- (घ) दिनांक : .....

**अन्डरटेकिंग एवं घोषणाएँ (UNDERTAKING & DECLARATIONS)**

मैं, ..... (निविदाकर्ता का नाम) आत्मज  
 श्री ..... (निविदाकर्ता के पिता का नाम) .....  
 ..... (फर्म का नाम), सैनिक स्कूल  
 अम्बिकापुर में **MEDICINES** की आपूर्ति हेतु निविदा में भागीदारी हेतु निम्नांकित अन्डरटेकिंग एवं घोषणाएँ  
 करता/करती हूँ :-

1. I/ We have read, understood and agree with all the terms and conditions, specifications included in the tender documents & offer to execute the work at the rates quoted by us in the tender form.
2. If I/ We fail to enter into the agreement & commence the supply/provisioning of the services in time, the EMD/SD deposited by us will stand forfeited by the school administration.
3. No addition / deletion / corrections have been made in the downloaded tender document being submitted and it is identical to the tender document appearing on the website.
4. All the information, Documents, Photocopies of the Documents/ Certificates enclosed along with the Tender offer are correct.
5. If anything is found false and/or incorrect and/or reveals any suppression of fact at any time, Sainik School Ambikapur reserves the right to debar our tender offer/ cancel the LOA/ Purchase/ work order if issued and forfeit the EMD/ SD/ Bill amount pending with the school in addition, Sainik School Ambikapur may debar the contractor from participation in its future tenders. Sainik School Ambikapur can also take legal action against the firm/bidder.
6. I/We hereby declare that NONE of the near relative(s) of mine as well as of the Proprietor/Partner/Directors is/are employed in any capacity in Sainik School Ambikapur.
7. I/We shall also intimate the name of the person (s), who is/are working with us in any capacity or is/are subsequently employed by us and who is near relative to any officials in the Sainik School Ambikapur. Note:- The terms "Near Relatives " means Wife /Husband /Parents / Grand Parents / Children / Grand Children/ Brothers/ Sisters/ Uncles/ Aunts/ Cousins & their corresponding in-laws.
8. I/We am/are aware that any breach of this condition shall result in immediate termination of the contract/cancellation of the existing contract (s) and also forfeiting of my /our security deposit held with Sainik School Ambikapur.
9. I/We hereby declare that my/our firm has/have not been blacklisted/debarred for taking part in tender anywhere. I/We am/are aware that any breach of this condition would result in immediate termination of contract/cancellation of the existing contract/contracts and also forfeiting of my/our security deposit.
10. The Sainik School Ambikapur administration reserves the right to accept or reject one, more than one or all the tenders in part or wholly without assigning any reason. Sainik School Ambikapur administration also reserves the right to terminate the contract at any time giving one months' notice in writing without assigning any reason.

I/We hereby declare that in our tender bid there is no addition / deletion / corrections have been made in the downloaded tender document being submitted and it is identical to the tender document appearing on the website.

निविदा कर्ता के हस्ताक्षर एवं फर्म की सीलमुद्रा

**शपथ-पत्र का प्रारूप**

(रू 20 के स्टाम्प पेपर पर नोटरी द्वारा सत्यापित किया हुआ)

मैं ..... आत्मज ..... उम्र.....  
निवासी ..... निम्नानुसार शपथ पूर्वक कथन करता हूँ कि -  
1. यह कि मेरी फर्म/कंपनी जिसका पूरा नाम ..... है,  
तथा (पता) ..... में  
स्थित है। मेरी फर्म को **MEDICINES** के व्यापार संबंधित व्यवसाय करने का सर्टिफिकेट प्राप्त है।

2. मेरे फर्म/कंपनी का जीएसटी टीन नं. .... है या मेरे फर्म/कंपनी की वार्षिक आय रुपये 20 लाख से कम है, जिसके कारण मेरा फर्म/कंपनी जीएसटी के दायरे में नहीं आता है। ( जो लागू ना हो उसे काट दें )

3. यह कि मैं/मेरी फर्म किसी भी विभाग में आज दिनांक तक काली सूचीबद्ध (Black listed) नहीं है। मेरे द्वारा प्रस्तुत किया गया कोई भी दस्तावेज/जानकारी असत्य नहीं है। मैं ठेका मिलने पर उसे उपकिराये (Sublet) पर नहीं करूँगा।

4. मैं, दर सूची में दी गयी समस्त वस्तुओं की आपूर्ति करने में सक्षम हूँ तथा आपूर्ति करने का अधिकार मैं किसी अन्य फर्म को हस्तान्तरित नहीं करूँगा।

5. मैं निर्धारित समय के अन्दर त्वरित व सामान देने में सक्षम हूँ। यदि मेरे द्वारा गलत या उपयोग विहीन सामग्री प्रदाय की जाती है तो स्कूल द्वारा दिया गया निर्णय मुझे मान्य होगा।

6. यह कि स्कूल द्वारा दी गई समस्त विशेष व सामान्य नियम-शर्त का मेरे द्वारा भली भाँति पठन कर लिया गया है एवं समझ लिया गया है। मुझे समस्त विशेष व सामान्य नियम-शर्तें मान्य हैं एवं निविदा कर्ता/फर्म पर बंधनकारी है।

7. यह है कि मेरे विरुद्ध थाना अभिलेख में कोई भी आपराधिक प्रकरण/शिकायत दर्ज नहीं है।

8. मुझे ज्ञात है कि मेरे द्वारा प्रस्तुत निविदा में यदि किसी भी प्रकार की दस्तावेजों/जानकारी में कमी होगी या फर्म द्वारा प्रस्तुत किया गया कोई भी दस्तावेज/जानकारी असत्य होगी एवं नियत तिथि व समय के पश्चात् मेरी निविदा स्कूल को प्राप्त होती है या स्कूल द्वारा निविदा प्रपत्र के साथ उपलब्ध कराये गये समस्त विशेष एवं सामान्य नियम-शर्तें, दिशा-निर्देश का यदि मैंने पालन नहीं किया है तो मेरे द्वारा प्रस्तुत निविदा स्वतः ही निरस्त मानी जायेगी एवं स्कूल प्रशासन का कोई भी निर्णय मुझे मान्य होगा एवं फर्म पर बंधनकारी होगा।

उपर्युक्त जानकारी मेरे पूर्ण ज्ञान व विश्वास के अनुसार सत्य व सही है।

दिनांक :-

सत्यापन

हस्ताक्षर शपथकर्ता

यह कि मैं शपथकर्ता, उपरोक्तानुसार शपथ पत्र आज दिनांक को बिना किसी दबाव के एवं पूर्ण होश-हवास में हस्ताक्षर कर सत्यापित कर रहा हूँ।

हस्ताक्षर सत्यापनकर्ता

निविदा कर्ता के हस्ताक्षर एवं फर्म की सीलमुद्रा

## निविदा खुलने के समय प्रतिनिधि की उपस्थिति का प्राधिकार पत्र

1. मैं ..... आत्मज ..... ने सैनिक स्कूल अम्बिकापुर, मेण्ड्राकलां में ..... (कार्य/सेवा का प्रकार) हेतु निविदा भरा है। निविदा सूचना के अनुसार निविदा पेटी दिनांक ..... 2022 को सुबह 1130 बजे सैनिक स्कूल अम्बिकापुर, मेण्ड्राकलां में खोली जाएगी।

2. मेरी अनुपस्थिति में उपरोक्त निविदा के खुलने के समय उपस्थित होने के लिए मैं नीचे दिए गए प्रतिनिधियों को अधिकृत करता हूँ :-

प्रतिनिधियों का विवरण	प्रतिनिधि - I	प्रतिनिधि - II
प्रतिनिधि के नाम		
प्रतिनिधि के पिता का नाम		
वैध फोटो परियच पत्र नम्बर आधार कार्ड/पेन कार्ड/ड्रायविंग लायसेंस		
प्रतिनिधि के हस्ताक्षर		

3. दोनों प्रतिनिधि के वैध फोटो परियच पत्रों की प्रतिलिपि संलग्न है।

4. दोनों प्रतिनिधि में से केवल एक प्रतिनिधि ही एक ही समय पर उक्त निविदा प्रक्रिया में सम्मिलित हो सकते हैं।

निविदाकर्ता के हस्ताक्षर

**नोट.** निर्धारित प्रपत्र में अधिकृत न किए जाने की स्थिति में निविदा खुलने के समय प्रवेश नहीं दिया जाएगा।

निविदा कर्ता के हस्ताक्षर एवं फर्म की सीलमुद्रा



सैनिक स्कूल अम्बिकापुर (छ.ग.)  
(रक्षा मंत्रालय द्वारा संचालित)

टेलीफोन – 07774–261609, फ़ैक्स– 07774–261630, ईमेल – [sainikschoolambikapur@rediffmail.com](mailto:sainikschoolambikapur@rediffmail.com)

## दवाई (MEDICINE) की आपूर्ति हेतु दर सूची (RATE LIST)

SI No.	Name of Medicine (दवाई का नाम)	Remarks	Percentage discount (छूट प्रतिशत)
01.	समस्त प्रकार की ब्राण्डेड दवाईयाँ (No Generic Medicines)	<b>All Branded Medicine Companies</b> (समस्त ब्राण्डेड दवाई कम्पनियाँ)	.....%
02.	पशु चिकित्सा की समस्त प्रकार की ब्राण्डेड दवाईयाँ	<b>All Branded Medicine Companies</b> (समस्त ब्राण्डेड दवाई कम्पनियाँ)	.....%

### टीप :-

1. स्कूल प्रशासन द्वारा आदेशित सामान की आपूर्ति ठेकेदार को समय पर करनी होगी, अन्यथा उक्त सामान स्कूल प्रशासन खुले बाजार से खरीदने के लिये स्वतंत्र होगा। मूल्य में अंतर पाए जाने पर अंतर की राशि ठेकेदार से वसूल की जाएगी।
2. ठेकेदार को सामग्री की गुणवत्ता संचालन अवधि तक बनाये रखना होगा। यदि प्रदाय की गई सामान की गुणवत्ता खराब होती है या गलत सामान प्रदाय की जाती है तो उसको वापस लेने की जिम्मेदारी ठेकेदार की होगी।

