

# SSP – RFP – PROCUREMENT OF DEEP FREEZER FOR CADETS' MESS

Cost of Tender Form – Rs.100/-

## REQUEST FOR PROPOSAL

BY

SAINIK SCHOOL PURULIA, DIST PURULIA – 723101`

FOR

## PROCUREMENT OF DEEP FREEZER FOR CADETS' MESS

1. Bids in sealed cover are invited for Procurement of Deep Freezer for Cadets' Mess at Sainik School Purulia. Please super scribe the above mentioned Title and the date of opening of the Bids on the sealed cover to avoid the Bid being declared invalid.
2. The address and contact numbers for sending Bids or seeking clarifications regarding this RFP are given below –
  - a. Bids/queries to be addressed to : **THE PRINCIPAL, SAINIK SCHOOL PURULIA**
  - b. Postal address for sending the Bids : **PO: SAINIK SCHOOL, DT – PURULIA (W.B)**
  - c. Name/designation of the contact personnel: **PRINCIPAL, SAINIK SCHOOL PURULIA**
  - d. Telephone numbers of the contact personnel : **03252-202 004**
  - e. e-mail ids of contact personnel : **sspurulia1962@gmail.com**
3. This RFP is divided into five Parts as follows:
  - a. Part I – Contains General Information and Instructions for the Bidders about the RFP such as the time, place of submission and opening of tenders, Validity period of tenders, etc.
  - b. Part II – Contains essential details of the items/services required, such as the Schedule of Requirements (SOR), Technical Specifications, 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.
4. This RFP is being issued with no financial commitment and the Buyer reserves the right to change or vary any part thereof at any stage. Buyer also reserves the right to withdraw the RFP, should it become necessary at any stage.

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Date

Signature of the Bidder

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## Part I – General information

### **1. Last date and time for depositing the Bids:**

**08 May 2017 AT 1000 HRS**

The sealed Bids should be deposited/reach by the due date and time. The responsibility to ensure this lies with the Bidder.

### **2. Manner of depositing the Bids:**

Sealed Bids should be either dropped in the Tender Box marked as **TENDER BOX** 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 non-delivery/non-receipt of Bid documents. Bids sent by FAX or e-mail will not be considered.

### **3. Time and date for opening of Bids:**

**1100 HRS ON 08 May 2017**

(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:**

**OFFICE CORRIDOR, SAINIK SCHOOL PURULIA**

Only those Bids that are found in the tender box will be opened. Bids dropped/deposited in the wrong places will be rendered invalid.

### **5. Place of opening of the Bids:**

**VISITORS ROOM, SAINIK SCHOOL PURULIA**

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

### **6. Single Bid system:**

Bid will be opened on the time and date mentioned above.

**7. Forwarding of Bids** – Bids should be forwarded by Bidders under their original memo / letter pad inter alia furnishing details like TIN number, VAT/CST number, Bank address with EFT Account if applicable, etc and complete postal & e-mail address of their office.

**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 02 (two) 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.

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**9. Modification and Withdrawal of Bids:** A bidder may modify or withdraw his bid after submission provided that the written notice of modification or withdrawal is received by the Buyer prior to deadline prescribed for submission of bids. A withdrawal notice may be sent by fax but it should be followed by a signed confirmation copy to be sent by post and such signed confirmation should reach the purchaser not later than the deadline for submission of bids. No bid shall be modified after the deadline for submission of bids. No bid may be withdrawn in the interval between the deadline for submission of bids and expiration of the period of bid validity specified. Withdrawal of a bid during this period will result in Bidder's forfeiture of bid security.

**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 Bid, 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 **30 Aug 2017**.

**14. Earnest Money Deposit:-** Bidders are required to submit Earnest Money Deposit (EMD) for amount as indicated below against each items along with their bids:

ITEM	Specification of Item to be offered	EMD
Procurement of Deep Freezer for Cadets' Mess	As mentioned in RFP (Price Bid Format of Page -12)	Nil

1. The EMD, if any, to be submitted in the form of an Account Payee Demand Draft, drawn in favour of Principal, Sainik School Purulia (payable at Purulia) along with Technical Bid..

2. EMD of the unsuccessful bidders will be returned to them at the earliest upon finalisation of the contract. The bid security of the unsuccessful bidders would be returned, without any interest whatsoever, after the receipt of the 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 Organisation (e.g. DGS&D), National Small Industries Corporation (NSIC) or any Department of MoD or MoD itself.

3. 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 REQUIRED

1. **Schedule of Requirements** – List of items / services required is as follows:

**Name/Type of item/services/description of stores Qty required**  
PROCUREMENT OF DEEP FREEZER FOR CADETS' MESS

Ser No	Description of Item	Unit	Rate (Rs)
1	Deep Freezer <b><u>Specification</u></b> Capacity 500 ltrs Star Rating 5 Stabiliser Free Operation Metal top with lock and key facility. Frost Free ISO certified company Minimum 1 year warranty	Ea	
	Taxes if any		
	Any other charges		
	Total		

\* Supplier will mandatorily provide **Free service** for 1 year after installation.

2. **Technical Details:** The bids must be accompanied by the following: -

- Functional characteristics of items contracted
- Specifications/drawings, as applicable
- Technical details with technical parameters
- Details training/on-job training for the staff.
- Details of installation/ commissioning
- Details of Factory Acceptance trials (FAT),
- Details of technical documentation
- Nature of assistance required after completion of warranty
- Details of pre-site/ equipment inspection
- Any other details, as considered necessary

3. **Single Bid System** - Bidders are required to furnish clause by clause compliance of specifications bringing out clearly the deviations from specification, if any. The Bidders are advised to submit the compliance statement.

4. **Completion Period** –

Completion period for supply of items would be **30 DAYS** from the effective date of placement of Supply Order. 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.

5. **Terms for Delivery and Transportation** – Delivery and Transportation of items will be the sole responsibility of the bidder under his/her own cost.

Date

Signature of the Bidder

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**6. Consignee details –**

**THE PRINCIPAL  
SAINIK SCHOOL PURULIA  
PO: SAINIK SCHOOL  
DT: PURULIA (W.B) 723101  
Nearest Railway Station – PURULIA  
Nearest Air Port – RANCHI  
TEL – 03252 – 202004  
Email – sspurulia1962@gmail.com  
Website – www.sainikschoolpurulia.com**

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Date

Signature of the Bidder

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

The Bidder is required to give confirmation of their acceptance of the Standard Conditions of the Request for Proposal mentioned below which will automatically be considered as part of the Contract concluded with the successful Bidder (i.e. 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, may be resolved through arbitration. The standard clause of arbitration is as per Forms DPM-7, DPM-8 and DPM-9 (Available in MoD website and can be provided on request).

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 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 any one employed by him or acting on his behalf (whether with or without the knowledge of the Seller) or the commission of any offers by the Seller or anyone employed by him or acting on his behalf, as defined in Chapter IX of the Indian Penal Code, 1860 or the Prevention of Corruption Act, 1986 or any other Act enacted for the prevention of corruption shall entitle the Buyer to cancel the 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 176 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.

5. **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

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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 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 supply Contract with the Government of India for a minimum period of five years. The Buyer will also have a right to consider cancellation of the Contract either wholly or in part, without any entitlement or compensation to the 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 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.

6. **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.

7. **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.

8. **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.

9. **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 ( **02 months**) 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 ( **02 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.

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

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**11. 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.

**12. 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.

**13. Taxes and Duties :** All taxes, duties, levies and charges which are to be paid for the delivery of goods, including advance samples, shall be paid by the supplier under the present contract and the rate shall be inclusive all taxes.

**14. Risk & Expense clause –**

- a. Should the stores or any installment thereof not be delivered with the time or time specified in the contract documents, or it defective delivery is made in respect of the stores or any installment thereof, the Buyer shall after granting the Supplier 45 days to cure the breach, be at liberty, without prejudice to the right to recover liquidated damages as a remedy for breach of contract, to declare the contract as cancelled either wholly or to the extent of such default.
- b. Should the stores or any installment thereof not perform in accordance with the specifications / parameters provided by the SUPPLIER during the check proof tests to be one in the BUYER's country, the BUYER shall be at liberty, without prejudice to any other remedies for breach of contract, to cancel the contract wholly or to the extent of such default.
- c. In case of a material breach that was not remedied within 45 days, the BUYER shall, having given the right of first refusal to the SUPPLIER be at liberty to purchase, manufacture, or procure from any other source as he things 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 SUPPLIER..”

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Date

Signature of the Bidder



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15. Rs.100/- (Rupees One Hundred only) towards the cost of the tender form to be submitted in the form of an Account Payee Demand Draft, drawn in favour of Principal, Sainik School Purulia (payable at Purulia) along with Bid.
16. All the forms are to be downloaded from the school website only.
17. Each pages of the RFP is to be stamped and signed by the bidder.
18. Rate is to be filled up in the RFP only in the format specified.
19. Items are to be delivered within stipulated period of the placement of Supply Order. In case of non-delivery of item within the stipulated period, the Buyer, at his discretion may implement LD clause or may cancel the tender as deemed suitable.

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Date

Signature of the Bidder

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### **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. Performance Bank Guarantee (In Case of Indigenous seller)** : The Bidder will be required to furnish a Performance Guarantee 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 10% of the contract value within 30 days of signing of this contract. Performance Bank Guarantee will be valid up to 60 days beyond the date of warranty.

**2. 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 **10%** plus/minus increase or decrease the quantity of the required goods up to that limit without any change in the terms & conditions and prices quoted by the Seller. While awarding the contract, the quantity ordered can be increased or decreased by the Buyer within this tolerance limit.

**3. Payment Terms for Indigenous Sellers** - It will be mandatory for the Bidders to indicate their bank account numbers and other relevant e- payment details. The payment will be made as per the following terms, on production of the requisite documents:

**100% payment after one month of successful delivery of items, fitment and functioning.**

**3. Advance Payments**: No advance payment(s) will be made.

**4. Paying Authority**:

a. Indigenous Sellers: (Name and address, contact details). The payment of bills will be made on submission of the following documents by the Seller to the Paying Authority along with the bill:

- i. Ink-signed copy of contingent bill / Seller's bill.
- ii. Ink-signed copy of Commercial invoice / Seller's bill.
- iii. Copy of Supply Order.
- iv. CRVs in duplicate.

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Date

Signature of the Bidder

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### **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, both technically and commercially.
  - b. The Bids forwarded by the Bidders will be evaluated by the Buyer with reference to the technical characteristics of the equipment/work as mentioned in the RFP. The compliance of Technical Bids would be determined on the basis of the parameters specified in the RFP. The Price Bids of only those Bidders will be opened whose Technical Bids would clear the technical evaluation.
  - c. The Lowest Bid will be decided upon the lowest price quoted by the particular Bidder as per the Price Format given at Para 2 below. All taxes and duties (including those for which exemption certificates are issued) quoted by the Bidders will be considered. The ultimate cost to the Buyer would be the deciding factor for ranking of Bids.
  - d. The Bidders are required to spell out the rates of Customs duty, Excise duty, VAT, Service Tax, etc in unambiguous terms; otherwise their offers will be loaded with the maximum rates of duties and taxes for the purpose of comparison of prices. If reimbursement of Customs duty / Excise Duty / VAT is intended as extra, over the quoted prices, the Bidder must specifically say so. In the absence of any such stipulation it will be presumed that the prices quoted are firm and final and no claim on account of such duties will be entrained after the opening of 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.
  - e. 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.
  - f. 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.

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Date

Signature of the Bidder

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2. **Price Bid Format:** The Price Bid Format is placed below and Bidders are required to fill this up correctly with full details:

Ser No	Description of Item	Unit	Rate (Rs)
1	Deep Freezer <b>Specification</b> Capacity 500 ltrs Star Rating 5 Stabiliser Free Operation Metal top with lock and key facility. Frost Free ISO certified company Minimum 1 year warranty	Ea	
	Taxes if any		
	Any other charges		
	Total		

\* Supplier will mandatorily provide **Free service** for 1 year after installation.

Date

Signature of the Bidder

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**INFORMATION ABOUT THE BIDDER**

<b>Name of the firm/individual</b>	
<b>Address (Registered office in case of Ltd. Concern)</b>	
<b>Telephone/Mobile No</b>	
<b>Email ID</b>	
<b>Names and address of your Bankers stating the name in which the Account tands with.(s)</b>	
<b>A/C No</b>	
<b>Type of Account</b>	
<b>IFSC Code</b>	
<b>MICR Code</b>	
<b>Are you on the list of approved contractor of any other authority? If so, give complete details</b>	
<b>What is your financial solvency</b>	
<b>Capital investment in business</b>	
<b>PAN Number</b>	
<b>VAT No</b>	
<b>CST Registration No</b>	
<b>Earnest Money Details</b>	Amount – Rs _____ DD Ser No - _____ Drawn On - _____

Seal

Signature of the bidder

Date

Signature of the Bidder

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**DECLARATION TO BE MADE BY THE BIDDER**

1. I/We \_\_\_\_\_  
do hereby declared that the entries made in this application form are true to the best of my/our knowledge.
2. All subsequent changes in the constitution or working of firm, affecting the accuracy of the answers now should be promptly communicated to the Principal, Sainik School Purulia (WB) in writing).
3. I/We clearly understand that if it should be found that I/we have given a false certificate or that I/we fail to notify the fact of my/our subsequent amalgamation with another contractor or firm, my/our bid will be rejected and contract that I/we may be holding at any time is liable to be rescinded and security deposit be forfeited.
4. I/We also undertake that I/We will accept payment of bills if any by ECS/NEFT/Account Payee Cheques and no demand whatsoever will be made for payment through Cash/Self/Bearer cheques.
5. I/We hereby certify that I/we have read all the clauses mentioned in the RFP documents (Part I to Part V) and have understood and I/we will comply with all the clauses without any ambiguity.
6. I also certify that I shall take the complete responsibility of the place and items provided to me.

Seal

Signature of the bidder

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Date

Signature of the Bidder