

REQUEST FOR PROPOSAL (RFP)
SUPPLY OF MILK, PANEER & BUTTER TO
SAINIK SCHOOL GOPALGANJ

1. Sealed tenders are invited for **SUPPLY OF MILK, PANEER & BUTTER** to Sainik School, Gopalganj (Bihar). "**Tender For SUPPLY OF MILK, PANEER & BUTTER**" is to be clearly written on top of the sealed envelope that contains the tender document. Sealed Tenders are to be addressed to the Principal, Sainik School Gopalganj and not to any officer by name.

2. The address and contact numbers for sending Bid or seeking clarifications regarding this RFP are given below: -

(a) Bids/queries to be addressed to : **The Principal, Sainik School,
Gopalganj**

(b) Postal address for sending the Bids : **The Principal, Sainik School,
Gopalganj, Post- Hathwa
District- Gopalganj. 841436**

(c) Contact number for clarifications, if any, should be made by contacting Quarter Master Section. Interested / eligible firms desirous of undertaking site-inspection with regard to execution of the contact may visit the school on any working day between 0900 h to 1300 h upto three working days prior to bid closing date. : **06150-231681/232446**

(d) e-mail ids of contact personnel : **ssgopalganj@rediffmail.com
ss-gopalganj-bih@nic.in**

(e) Fax number : **06150-231681/232446**

(g) Schedule/other details of the tender are give below :-

S No	Contract Details	Date	Remarks
(a)	Date of issue of Contract and Availability/Tender	08Jan 2019	On School web site (www.ssgopalganj.in) & e-CPPP www.eprocure.gov.in/epublish/app
(c)	Last date of submission of Tender Documents	23 Jan 2019 1700 hrs	-
(d)	Mode of submission	-	Offline/Drop in tender box placed at this school
(e)	Date and place of opening of tender	24 Jan 2019 1000hrs	School Main Hall
(f)	Envelop must contain the heading on top " Tender for supply of MILK, PANEER AND BUTTER "		

3. You are to sign and date both the tender and terms and conditions and duly stamp them along with signature, name and address on all pages of the bid documents. The name, address and signature of the witness are also to be completed in the bid. You are not to make any alternation or addition to any of the documents connected with the tenders. To take care of any change in the requirement during the contract period, the contract concluding authority reserves the right to 25% plus/minus increase or decrease in the requirement without any change in the terms & conditions and prices quoted by the firm.

4. Your offer is to remain valid for a minimum period of 90 days from the date of Bid opening. Earnest money deposit **Rs.50,000/- (Rupees Fifty Thousand only)** shall be paid in favour of the Principal, Sainik School, Gopalganj in the form of an Account Payee Demand Draft payable at State Bank of India, Sainik School, Gopalganj Narainia, Mirganj, Branch (Code No.9212).

5. This RFP is divided into five Parts as follows: -

- (a) Part I -Contains General Information and Instructions of RFP
- (b) Part II -Essential details of the items/services.
- (c) Part III-Standard Conditions of RFP,
- (d) Part IV-Special Conditions applicable to this RFP
- (e) Part V -Evaluation Criteria and Format for Price Bids.

6. 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.

7. The approval or rejection of tenders rests with the Principal, Sainik School, Gopalganj who reserves the right of rejecting any tender in whole or in part without cause assigned. The lowest tender will not necessarily be accepted.

8. Please return this letter duly signed along with the complete Tender documents.

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I/We/am/are in possession of complete set of tender documents/forms issued by you and have understood and agree to abide by the above terms and conditions as well as those contained in the contract forms. The attached tender form duly completed and signed is submitted herewith.

Station : _____

Date : _____

Signature of Tenderer(s)_____

(Name & Address in full and Capacity)
(i.e. Proprietor/Partner/Authorised
Attorney etc.)

Telephone No.

(RUBBER STAMP)

PART I – GENERAL INFORMATION

Sealed tenders are invited for **SUPPLY OF MILK, PANEER & BUTTER** to Sainik School, Gopalganj (Bihar). Firms fulfilling the conditions and capable to undertake above supplies may submit bid form with the requisite documents such as Earnest Money Deposit, Service Tax Registration Certificate etc. Tender is to be kept in sealed cover super scribing **TENDER FOR SUPPLY OF MILK, PANEER & BUTTER TO SAINIK SCHOOL GOPALGANJ**".

Last date and time for depositing the Bids. The last date for depositing of Tender will be on **23 Jan 2019 1700 hrs**. The sealed Tenders should be deposited / reach by the due date and time. The responsibility to ensure that the bids are reached school lies with the Bidder.

1. **Manner of depositing the Bids.** Sealed Bids should be either dropped in the Tender Box at the school or sent by registered post at the address given above so as to reach by the due date and time. When a Tender is sent by post, this cover will be enclosed in a second strong cover. The outer cover will not bear any indication of the contents. It may be noted that quotation submitted without sealed cover may be summarily rejected. 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 (unless they have been specifically called for by these modes due to urgency).

2. **Time and date for opening of Bids.** Bids will be opened on **24 Jan 2019 at 1000hrs** and analysed by a board of Officers suitably nominated at Main Hall of the school. 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.

3. **Location of the Tender Box.** The tender box will be located at Sainik School, Gopalganj. Only those Bids that are found in the tender box will be opened.

4. **Place of opening of the Bids.** Tenders will be opened in the Conference Hall at Sainik School, Gopalganj. 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.

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

7. **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 07 (seven) 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.
8. **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.
9. **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.
10. **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.
11. **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.
12. **Validity of Bids.** The Bids should remain valid for a period of 90 days from the last date of submission of the Bids.
13. **Earnest Money Deposit.** Bidders are required to submit Earnest Money Deposit (EMD) for an amount of **Rs.50,000/- (Rupees Fifty Thousand only)** along with their bids. Earnest Money Deposit shall be paid in favour of the Principal, Sainik School, Gopalganj in the form of an Account Payee Demand Draft payable at State Bank of India, Sainik School, Gopalganj Narainia, Mirganj, Branch (Code No.9212). 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 30th 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). 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.

14. **Cost of tender documents.** Rs 300/-.
15. **Standard conditions of Contract (SCOC).** The bidder is required to accept our standard conditions of contract. In addition standard clauses regarding agents/agency commission, penalty for use of undue influence, access to books of account, non-disclosure of contract documents, arbitration and laws would be incorporated in the contract. Failure to do so may result in rejection of the bid submitted by the bidder.
16. **Submission of Quotes.** Firms are requested to submit quotes on comprehensive basis with requisite technical, financial and statutory specification on scope of work during the contract whilst meeting specified parameters on original letter pad with TIN/PAN/GST/Registration number of firm.
17. **Past Experience.** Past experience if any, in providing contract to major organizations including Educational institutions is to be substantiated with a certificate issued by the organization.
18. **Contact Person.** Telephone / Cell /FAX numbers are to be clearly endorsed in the application along with the particulars of the Proprietor and Authorised Person to be contacted for official correspondence.
19. **Parallel Contract.** The contract concluding authority reserves the right to distribute /apportionment of total requirement between the firms in case it is considered that L1 is not able to meet requirement in full with the same terms and conditions and at L1 rate.
20. The Principal, Sainik School, Gopalganj shall have the right to accept or reject tender bids without assigning any reason.

Station : _____

Date : _____

Signature of Tenderer(s) _____
 (Name & Address in full and Capacity)
 (i.e. Proprietor/Partner/Authorised
 Attorney etc.)
 Telephone No.
(RUBBER STAMP)

PART II – ESSENTIAL DETAILS OF ITEMS/SERVICES REQUIRED

1. **Schedule of Requirements** – List of items to be required on daily basis/supply order basis as follows:-

LIST FOR SUPPLY OF MILK, PANEER & BUTTER

S No.	Name of the Item	Unit	Quantity Required	Frequency of delivery
(a)	Milk	Ltr	112 Ltr	Daily
(b)	Paneer	Kg	8 Kg	Monday, Wednesday & Friday
(c)	Butter	Kg	6 Kg	Monday & Friday

Note:

(a) All the items supplied by the successful tenderer should be of Agmark/FSSAI approved/certified and neatly packed. The packing should clearly mention the date of packaging and expiry date. Milk to be supplied by the firm daily between 05AM TO 06AM, Butter and Paneer are to be supply as per supply order.

Note : (b) The contract will remain in sleep mode from May 2019 to Jun 2019 (for 50 days) and Oct 2019 to Nov 2019 (for 20 days) due to summer and winter vacation respectively of school and children not present in school.

2. **Technical Details:** As mentioned above Para 1 of Part II.

Requirement of training/on-job training

Training is required to be given by the contractor to the staff of the school on the operation of the operation of Item / system.

Requirement of installation/commissioning

NA

Requirement of Technical documentation

All the technical documentation is required to be submitted by the contractor to the school.

Nature of assistance required after completion of warranty

The contractor shall specify the nature of assistance required after completion of warranty.

Requirement of pre-site/equipment inspection

Pre-site /equipment inspection will be carried out.

3. **Single Bid System** - In respect of one bid system, Bidders are required to furnish clause by clause compliance of specifications bringing out clearly the deviations from specification, if any.

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4. **Delivery Period**. Delivery period for supply of items would be as per the supply order issued from time to time from the effective date of contract and the penalty will be levied at 0.5% of the order value for each day of delay. Extension of contracted delivery period will be at the sole discretion of the Buyer, with applicability of LD clause.

5. **Stage Payment Terms**. The payment should be made on receipt of 100% delivery of the items as per supply order. All the invoices / bills shall be supported by necessary documents and submitted in duplicate for the certification of authorized official of the unit/firm. The rates are inclusive of all taxes, transportation, packing charges etc. The payment will be in the cycle of one week or fortnight as agreed by both the parties in the agreement.

6. **Performance Bank Guarantee**. You are required to furnish 5% of the order value in the form of Bank Guarantee obtained from Nationalised/Scheduled Bank towards Performance Security. The Bank Guarantee shall remain valid for a period of 60 days beyond the date of completion of all the contractual obligations of supply, installation and commissioning of the said item.

7. **Warranty**. One year warranty for the item/System and a warranty certificate should also be provided, if fails to provide warranty services during the warranty period, the costs for making good of the equipment shall be recovered from the performance security, if applicable.

8. **Transport**: The contractor is responsible for transport for the delivery of goods to the Consignee's premises as mentioned under their own arrangement. 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 school as such shall not be a party to it.

9. **PENALTY CLAUSE**

(a) If the performance of the contractor is not found to be satisfactory, up to maximum of 10% of the bill amount shall be deducted and in case of continued poor performance contract will be terminated after giving written notice.

(b) The contractor is liable for payment of penalty at the discretion of the school up to a maximum of Rs. 1,000/- (Rupees one thousand only) per instance for poor services, In case any shortcoming or inferior quality is noticed, the same will be purchased from the market and bill amount will be recovered from the bill of contractor. In case it happens on more than two occasions in a month, a penalty of Rs. 1000/- (Rupees One Thousand only) will be recovered for each such occasion in addition.

Station: _____

Signature of Tenderer(s) _____

Date: _____

Name & Address in full and Capacity

(i.e, Proprietor/Partner/Authorised Attorney etc)
Telephone No.
(RUBBER STAMP)

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 as selected by the User. 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 for 12 months / until the completion of the obligations of the parties under the contract. The services and performance of the contract agency 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.

4. **Penalty for use of Undue influence:** The Firm / Agency undertakes that it 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 User or otherwise in obtaining the Contracts or forbearing to do or for having done or forborne to do any act in relation to the obtaining or executing 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 firm / agency or any one employed by it or acting on its behalf (whether with or without the knowledge of the said firm / agency) or the commission of any offence by the bidder 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 User to cancel the contract and all or any other contracts with the bidder / bidders and recover from the bidder the amount of any loss arising from such cancellation. A decision of the User or his nominee to the effect that breach of the undertaking had been committed shall be final and binding on the bidder (s). Giving or offering of any gift, bribe or inducement or any attempt at any such act on behalf of the bidder towards any officer/employee of the User or to any other person in a position to influence any officer/employee of the User for showing any favour in relation to this or any other contract, shall render the bidder to such liability / penalty as the User 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 User.

5. **Agents / Agency Commission.** The bidder confirms and declares to the User that the bidder is the original 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 its functionaries, whether officially or unofficially, to the award of the contract to the bidder; 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 bidder agrees that if it is established at any time to the satisfaction of the User that the present declaration is in any way incorrect or if at a later stage it is discovered by the User that the bidder has engaged any such individual/firm, and paid or intended to pay an amount, gift, reward, fees, commission or consideration to such person, party, firm or institution, whether before or after the signing of this contract, the bidder will be liable to refund that amount to the User. The bidder will also be debarred from entering into any Services Contract with the Government of India for a minimum period of five years. The User will also have a right to consider cancellation of the Contract either wholly or in part, without any entitlement or compensation to the bidder who shall in such an event be liable to refund all payments made by the User in terms of the Contract along with interest at the rate of 2% per annum above LIBOR rate. The User will also have the right to recover any such amount from any contracts concluded earlier with GOI.

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

7. Non-disclosure of Contract documents. Except with the written consent of the User / Bidder, other party shall not disclose the contract or any provision, specification, or information thereof to any third party.

8. Liquidated Damages. In the event of the contractor'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 Supply / Work Order, Buyer may, at this discretion, withhold any payment until the completion of the Supply / Work Order. The Buyer may also deduct from the Seller as agreed, Liquidated Damages to the sum of 0.5% of the Supply Order 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. Liability for Damage. If the contractor or employees shall injure or destroy any part of the Govt property in which they may be working or if any damage shall happen to the work while in progress the contractor shall upon receipt of a notice in writing in that behalf make the same good at his own expense.

10. Quality Management. The contractor shall attend to any complaints received in connection with the services immediately. Any failure will attract penalty.

11. Inspection / Audit of the Services. Periodic quality inspection will be carried out by Contract Operating Authority to ensure the set standard are in practice. Similarly

Service providers are to carry out their routine inspections to ensure the set standards are in practice. The customer feedback (complaints or request) would be dealt immediately up to the set standards and satisfaction of the customer. Corrective action plan to be made on each customer feedback report to ensure similar complaints does not exist in future.

12. Termination of Contract. The User shall have the right to terminate this Contract in part or in full in any of the following cases:-

- (a)** The services provided are delayed for causes not attributable to **Force Majeure for more than one month after** commencement of the said services.
- (b)** The Bidder is declared **bankrupt or becomes insolvent.**
- (c)** The User has noticed that the Bidder has utilized the services of any Indian/Foreign agent in getting this contract and paid any commission to such individual/company etc.
- (d)** As per **decision of the Arbitration Tribunal.**
- (e)** On account of any default on part of the contractor.

13. 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.

14. Transfer and Sub-letting. The Bidder 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.

15. Patents and other Industrial Property Rights. NOT APPLICABLE.

16. Amendments. No provision of present Contract shall be changed or modified in any way (including this provision) either in whole or in part except by an instrument in writing made after the date of this Contract and signed on behalf of both the parties and which expressly states to amend the present Contract.

17. Taxes and Duties (a) General

- (a) If Bidder desires to ask for excise duty or Sales Tax / 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 Duty/Tax is intended as extra over the quoted prices, the Bidder must specifically say so. In the absence of any such stipulation it will be presumed that the prices quoted are firm and final and no claim on account of such duty/tax will be entreated after the opening of tenders.
- (c) If a Bidder chooses to quote a price inclusive of any duty/tax and does not confirm inclusive of such duty/tax so included is firm and final, he should clearly

indicate the rate of such duty/tax and quantum of such duty/tax included in the price. Failure to do so may result in ignoring of such offers summarily.

(d) If a Bidder is exempted from payment of any duty/tax upto any value of supplies from them, he should clearly state that no such duty/tax 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 Duty/tax, it should be brought out clearly. Stipulations like, the said duty/tax was presently not applicable but the same will be charged if it becomes liveable later on, will not be accepted unless in such cases it is clearly stated by a Bidder that such duty/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 duty/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 duty/tax upward/downward as a result of any statutory variation in excise taking place within contract terms shall be allowed to the extent of actual quantum of such duty/tax paid by the supplier. Similarly, in case of downward revision in any duty/tax, the actual quantum of reduction of such duty/tax shall be reimbursed to the Buyer by the Seller. All such adjustments shall include all reliefs, exemptions, rebates, concession etc. If any obtained by the Seller.

18. Goods and Services Tax (GST)

(a) GST will be paid to the Seller at the rate applicable based on description, HSN/SAC code and the relevant schedule of CGST Act.

(b) In pursuance will Section 171 (i) of CGST Act, an undertaking is to be effected by the seller declaring that “ Any reduction in rate of tax on any supply of goods or services or the benefit of input tax credit (ITC) shall be passed on to the recipient by way of commensurate reduction in prices”. Further, in case it is detected by the government that any ITC has accrued to the seller as a result of migrating to GST, after receiving the consideration / reimbursement for this supplies, the seller is mandated to refund the same accordingly to the Paying Authority, giving details and particulars of the transactions.

(c) Unless otherwise specifically agreed to in terms of the contract, the Buyer shall not be liable for any claim on account of fresh imposition and/or increase of GST on raw materials and / or components used directly in the manufacture of the contracted stores taking place during the pendency of the contract.

Station: _____

Signature of Tenderer(s) _____

Date: _____

Name & Address in full and Capacity
(i.e, Proprietor/Partner/Authorised Attorney etc)

(RUBBER STAMP)

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 Bidder in the Contract) as selected by the User. Failure to do so may result in rejection of Bid submitted by the Bidder.

1. **Delivery Period.** Supplies will be made in time and date stipulated without causing any delay.

2. **Stage Payment Terms.**

(a) All payments will be made to the contractor on fortnightly basis after deducting the income tax as per Govt rules.

(b) The rates are inclusive of all taxes, transportation, packing charges etc. Nothing shall be paid over and above these unit rates and shall remain firm.

3. **Security Deposit:** Successful bidder is required to deposit a Demand Draft of **Rs.1,40,000/- (Rupees One Lakh forty thousand only)** obtained in favour of the Principal, Sainik School Gopalganj from any Nationalised / Scheduled Bank towards Performance Security for 12 months + 60 days. The Security Deposit shall remain valid for a period 60 days beyond the date of completion of all the obligations of supply of the material as per the contract. The deposit will be liable to be forfeited at the time of the breach or non-performance of the contract by the contractor of any clauses thereof on the part of the contractor.

4. **Payment Terms for indigenous Bidder:** It will be mandatory for the Bidders to indicate their bank account numbers and other relevant e-payment details so that payment could be made through ECS/EFT mechanism instead of payment of through cheques, wherever feasible. No advance payment will be made. The payment will be made on the basis of satisfactory certificate by the User.

5. **Paying Authority**

(a) Indigenous Bidder : (Name and address, contact details). The payment of bills will be made on submission of the following documents by the Bidder / Contractor to the paying authority along with the bill:

- (i) Ink-signed copy of contingent bill/Bidder's bill.
- (ii) Ink-signed copy of Commercial invoice / Bidder's bill.
- (iii) Copy of Contract
- (iv) Claim for statutory and other levies to be supported with requisite documents / proof of payment such as excise duty challan, customs duty clearance certificate, Octroi receipt, proof of payment for EPF/ESIC contribution with nominal roll of beneficiaries, etc as applicable.
- (v) Exemption certificate for excise duty/Customs duty.
- (vi) Guarantee/Warranty certificate.

- (vii) Performance Bank Guarantee/Indemnity bond where applicable.
 - (viii) Details for electronic payment viz Account holder's name, Bank name, Branch name and address, Account type, Account number, IFSC code, MICR code, PAN etc (if these details are not incorporated in contract).
 - (ix) Any other document/certificate that may be provided for the work order /contract.
 - (x) Satisfactory Certificate.
 - (xi) Photocopy of PBG.
- (Note:** From the above list, the document that may be required depending upon the peculiarities of the Services being undertaken, may be included in RFP).

6. Fall clause. The following fall clause will form part of the contract placed on successful bidder.

(a) The price charged for the service provided under the contract by the contractor shall in no event exceed the lowest prices at high the Bidder bids the services or offer to provide services of identical description to any persons/ organization including the User 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 contracts placed during the currency o the rate contract is completed.

(b) If at any time, during the said period the Bidder reduces the rates of services provide such services to any person/organization including the user or any dept, of central govt. or any department of the State Govt or any statutory under taking of the central or state government as the case may be at a rate lower than the chargeable under the contract, the firm shall forthwith notify such reduction to the User the existing or previous rate contracts as also under any previous services entered into with the central or state govt. depts, including their undertaking excluding joint sector companies and / or private parties and bodies.

(d) Risk & Expense. The customer will have the right to make good any short fall in the services of the contractor at his risk and cost by hiring and purchasing material from outside agency, in addition to deduction of penalty mentioned above from the monthly bill of the firm from the PBG submitted by the firm.

(e) The customer shall be entitled to deduct from the pending bills of the contractor all such sums of money as may be claimed by the govt. in terms of herein mentioned a clauses of the agreement. Any sum of money not covered by the amount of said bill shall be liable to be deducted for the PBG of the contract.

Station : Signature of Tenderer(s)_____

Date : _____
 Name & Address in full and capacity
 (i.e Proprietor/Partner/Authorized Attorney etc.,)

(RUBBER STAMP)

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 Lowest Bid will be decided upon the lowest price quoted by the particular Bidder as per the Price format given at enclosure 1. The consideration of taxes and duties in evaluation process will be as follows.
- (c) In cases where only indigenous Bidders are competing, all taxes and duties (including those for which exemption certificate 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, GST, 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 / GST is intended a 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 tenderers. 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/GST duty upto any value of supplies from them, they should clearly state that no excise duty will be charged by them upto the limit of exemption which they may have. If any concession is available in regard to rate/quantum of customs duty / Excise duty / GST 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, heir 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 the Bidders. The same logic applies to customs duty and GST also.

Station :
Date :

Signature of Tenderer(s) _____
Name & Address in full and capacity

SAFETY CLAUSE

1. The Sainik School Gopalganj authorities shall not be responsible for any injury /casualty or loss of life that may take place during the delivery of contracted work/service and any compensation or expenditure towards treatment for such injury/casualty shall be the sole responsibility of the CONTRACTOR.

2. The Contractor/Vendor is to ensure adequate safeguards for personnel when employed on work where risk to human health/injury is involved. The contractor / vendor is to comply with the following conditions regarding "Labour Welfare and Safety":-

- (a) The contractor is to ensure that the workers are adequately equipped with safety gear/equipment that is necessitated by the nature of the work involved.
- (b) It is to be ensured that labourers employed on work on a high structure, where risk of accident exists, are secured to a strong point with a long rope acting as safety belt / life line. Where no suitable strong points exist, one may be specifically constructed / fabricated prior to commencement of work.
- (c) Contractor is to be fully conversant with the procedure for timely administration of First Aid in case of accidents. He is also to be aware of hospitals/medical units close the work site, and take immediate action in case of any accident.
- (d) School authorities are to be informed by the contractor immediately in the eventuality of any accident taking place.
- (e) Compensation to the family on account of injury of any labourer employed by the contractor/vendor will be the sole liability of the contractor / vendor.
- (f) The contractor shall ensure that the labour employed by the contractor abides by all security regulations imposed by the school and does not in any manner compromise security of School property/area.
- (g) The contractor will render proof of police verification of character and antecedents of his employees proposed to be employed inside School premises.

Station : Signature of Tenderer(s)_____

Date : _____
Name & Address in full and capacity
(i.e Proprietor/Partner/Authorized Attorney etc.,)

(RUBBER STAMP)

PRICE BID FORMAT**PRESCRIBED FORM OF SCHEDULE OF RATE FOR SUBMITTING TENDERS**

1. I hereby quote to supply **SUPPLY OF MILK, PANEER & BUTTER** for the period **From 01 Feb 2019 to 31 Jan 2020** as specified in the underwritten schedule in the manner in which and within the same prescribed at the rates given below. The quotation furnished in the schedule is subject to the condition set forth in the tender note and tender form received by me.

2. I hereby enclosed a Bank draft bearing No. _____, dated _____ for **Rs.50,000/- (Rupees Fifty Thousand only)** towards deposit as Earnest Money and agree to have it forfeited to the School in case of my failure to undertake the contract for the items accepted by the Principal, Sainik School Gopalganj.

3 In case of my tender being accepted, and I/We coming into an agreement with Adm Officer, Sainik School, Gopalganj. I/We hereby agree and promise to pay an amount of **Rs.1,40,000/- (Rupees One lakh forty thousand only)** as Security Deposit in the form of SBI demand draft/Performance Bank Guarantee drawn in favour of the Principal, Sainik School, Gopalganj within first 10 days of the contract agreement for the purpose of faithful performance of the contract agreement. I/We also agree to have our Security Deposit forfeited to Sainik School, Gopalganj in case of:

(a) My/Our failure to undertake the contract for the items accepted by Adm Officer, Sainik School, Gopalganj.

(b) For unfaithful performance of the contract agreement under any clause as specified in the contract agreement.

4. I/We also agree to the fact that my/our Security Deposit shall be returned to me/us without any interest only after the end of the contract agreement period subject to faithfully performing the agreement by me/us and subject to submission of No Demand Certificate (NDC).

Supply of Milk, Paneer & Butter

Rate tendered for delivery at Sainik School premises.

MILK, PANEER & BUTTER

S.No.	Name of the Item	Accounting Unit	Quoted Rate (in Rupees) Rates Includes GST/Taxes, Transport, Labour charges. Loading & unloading charges etc in all respects
01	Milk	Ltr	
02	Paneer	Kg	
03	Butter	Kg	

5. Quality

- (a) **Milk**. 01 Liter packing (certified brand), fresh and pure without any unpleasant odour.
- (b) **Paneer**. 100/200/500 Grams packing (certified brand) fresh and pure without any unpleasant odour.
- (c) **Butter**. 100/200/500 Grams packing (certified brand) fresh and pure without any unpleasant odour.
- (d) The rates are quoted including all taxes, transport and delivery at Sainik School, Gopalganj, Post Hathuwa ,Dist Gopalganj.
- (e) Supplies will be made in time and date stipulated without causing any delay.
- (f) Income tax deductions & payment may be made as per the Government Rules issued from time to time.
- (g) Photo copies of GST/Tin number, PAN number, Bank Account Number and other relevant E payment details like IFSC code No, Bank Name, Bank code (MICR) etc are enclosed herewith.

Station: _____

Signature of Tenderer(s) _____

Date: _____

 Name & Address in full and Capacity
 (i.e, Proprietor/Partner/Authorised Attorney etc)
 Telephone No.

(RUBBER STAMP)

To reach the Principal, Sainik School, Gopalganj on 23 Jan 2019 at 1700 hrs

The Principal
Sainik School
GOPALGANJ (AP)

Sir,

1. I _____ S/O _____ of _____ (Village/Town) having accepted the terms and conditions hereby tender for the supply of items listed in schedule enclosed to the Tender Form for “**SUPPLY OF MILK, PANEER & BUTTER**” to Sainik School Gopalganj for the period as shown against each of them in sealed cover superscribed.

(a) SUPPLY OF MILK, PANEER & BUTTER (From 01 Feb 2019 to 31 Jan 2020 both days inclusive).

Station: _____

Signature of Tenderer(s) _____

Date: _____

Name & Address in full and Capacity
(i.e, Proprietor/Partner/Authorised Attorney etc)
Telephone No. _____

(RUBBER STAMP)

NOTE: The sealed cover is to be addressed to the Principal, Sainik School Gopalganj, Gopalganj district –841436 and send either by Registered Post or dropped in the Tender Box kept near Principal, Office on or before 23 Jan 2019 at 1700 hrs.

TERMS AND CONDITIONS - TENDERS

1. The contract will be valid for the period commencing from “**01 Feb 2019 to 31 Jan 2020 (for SUPPLY OF MILK, PANEER & BUTTER)** from the date of commencement of Agreement. If required the period of contract can be extended at the same rates to a maximum of three months duration by Adm Officer, Sainik School Gopalganj.
 - (a) The contractor shall deliver the supplies/services at their expense in such time and place to such representative and at the Ration Stand or at any other specified place within the school premises as per the specifications at the rates given in the schedule attached to this contract.
 - (b) The Adm Officer, Sainik School Gopalganj may authorize such officer/officers as he may wish to operate the contract on his behalf and the contractor and his agents will accept and carry out instructions given by the officer (or his representatives) in connection with the contract as if those were issued by the Adm Officer, Sainik School Gopalganj.
 - (c) The Adm Officer, Sainik School Gopalganj or his authorized representative to whom the supplies/services are to be delivered in the contract may reject the supplies/services in whole or in part, if the supplies are not in accordance with the contract agreement in their opinion.
 - (d) The contractor shall not charge or be paid for such supplies/services rejected as above and such supplies/services shall be replaced by him at once at his expense.
 - (e) The contractor shall neither claim nor be entitled to payment for any damage that rejected supplies may suffer from cutting, tearing or any other harm incidental to a full examination and test of such supplies/services.
 - (f) The Adm Officer, Sainik School Gopalganj shall in the event of rejection of supplies be entitled to demand replacement at the contractor’s own cost of such supplies of the quantity required or in the event of the latter’s failing, declining, neglecting or delaying to comply with any demand or rejection or otherwise not executing the same in accordance with the terms of the contract. The Adm Officer, Sainik School Gopalganj or the officer operating the contract shall be at liberty (without prejudice or compensation against loss and inconvenience caused by such breach or non compliance of the contract) to purchase the tinned items in lieu or purchase the items locally if available to procure or to arrange from Government stores, or otherwise at the contractor’s own risk and expense, supplies/services as may have been rejected or that the contractor may have failed, neglected, declined or delayed to supply such authorized substitutes thereof as are specified in the schedule thereof and the excess cost so incurred in purchasing, procuring (together with all incidental charges) in excess of the contract price shall be recovered from him on demand.

(g) All money or compensation payable by the contractor to the Sainik School Gopalganj under the terms of the contract may be deducted from his Security Deposit or from any sums which may be due or may become due to him by the school under the contract.

(h) All stores items should be in net weight excluding packing materials ie Jute Bags/Plastic bags, if any, and accordingly bill to be submitted with net weight only. Otherwise, the bill will be amended accordingly on the net weight only by the school authorities.

(j) The rates should be quoted including all charges ie Transport, Loading & Unloading charges for Labour, GST/ Taxes etc and the supply is to be made at Sainik School, Gopalganj, Hathuwa, Dist- Gopalganj 841436.

(k) Packing material delivered along with the supplies is the property of Adm Officer, Sainik School Gopalganj and the contractor shall not claim either the material or compensation for the packing material in any form.

(l) The Fresh Ration/Service shall be free from any immature grains, insects or any other type of foreign material which is unfit for human consumption, failing which, the unfit materials would be replaced by Contractor at his expense.

(m) The Fresh Ration supplied shall be dry, crisp and fully fit for human consumption.

(n) Supplies are to be made in time and date stipulated without causing any delay.

(o) The School reserves its right to buy any of the above mentioned Fresh items specified in the Tender Form from the CSD, Army Depots, State Civil Supply Depots/Market or from the Mills.

2. In the event of the security deposit being reduced by reasons of any non compliance of the contract, the contractor shall within ten days from the date of being called upon to do so make good the amount required to complete the security deposit.

3. The Adm Officer, Sainik School Gopalganj may rescind the contract for the following reasons:-

(a) If the contractor assigns or sublets this contract without the Adm Officer's written approval or if the contractor attempted to do so.

(b) If the contractor or any of his agents or his servants are guilty of fraud in respect of the contract, directly or indirectly give or promise to give or offer any bribe, gift, loan, reward or advantage, pecuniary or otherwise to any officer or persons in employment of the school.

(c) If the contractor declines, neglects or delays to comply with any demand or requisition or in any other way fails to perform or serve any condition of the contract.

(d) In case of recession, the Adm Officer, Sainik School Gopalganj shall be entitled to recover from the contractor, on demand, any extra expense he may put to in obtaining supplies/services hereby agreed to be supplied from elsewhere in any manner mentioned in clause 1 (f) hereof for the remainder of the period for which this contract was entered into without prejudice to any other remedy he may have.

4. Notwithstanding anything herein before contained, the Adm Officer, Sainik School Gopalganj may recover from the contractor as compensation, such sums as he considered reasonable, if he fails to observe or perform any condition of the contract.

5. The contractor agrees to the Sainik School Gopalganj authorized representative exploring markets in the area in which contractor may obtain or procure supplies to meet demand under this contract either for the purpose of obtaining records or resources or of purchasing any commodity for the purpose of building up reserves as may be considered necessary and any control which the Adm Officer, Sainik School Gopalganj may wish to introduce during the currency of the contract.

6. The contractor shall be liable to payment of rent for any building/house, if and when occupied by him in the course of contract at the rate to be fixed by the Adm Officer, Sainik School Gopalganj.

7. No payment will be made in advance for any supplies / services under this contract.

8. If during the currency of the contract, specification of any article or articles be changed the contractor shall continue to supply the said article/articles in accordance with the new specifications at the rate to be mutually agreed to in writing at the time of such changes by the Adm Officer, Sainik School Gopalganj.

9. The contractor shall submit 01st and 16th of each month to the Adm Officer, Sainik School Gopalganj one bill in duplicate in English for all services/supplies accepted during the previous fortnight. Charges for these bills always be entered at the same rates as are shown in the schedule of the contract as pertains to it.

10. The contractor shall oblige his servants and agents to conform to any reasonable instructions to ensure their punctuality in attendance or service, cleanliness and respectful behavior that may be given to the Adm Officer, Sainik School Gopalganj or his representatives.

11. The contractor's security or any balance thereof remaining at the end of the contract shall not be returned to him until his accounts have been finally audited and settled and until he has executed the usual "No Demand Certificate". Security Deposit shall be returned to the contractor without any interest only at the end of the contract period after obtaining "No Demand Certificate" from the contractor.

12. During the term of the contract the Adm Officer, Sainik School Gopalganj at his discretion cancel, substitute or change of the menu, any one or more of the items covered by the schedule of the supplies and make alternative arrangements for its/their supply or procurement without assigning any reason, after giving the contractor seven days notice thereof.

13. In the event of any decrease/increase in the school strength and consequently in demand of supplies the contractor shall not be entitled to any compensation.
14. Notwithstanding anything to the contrary herein contained the contract may be terminated by the Adm Officer, Sainik School Gopalganj by giving the contractor a fortnight (14 days) notice in advance without assigning any reason and without the contractor being entitled for any compensation on this account.
15. By virtue of the contractor' position as a contractor he fully understands that he and his employees and representatives are not to divulge any information in respect of this school that may come to their knowledge regarding strength, composition, location or rates of supply etc., to any unauthorized persons/persons.
16. The contractor acknowledges that he has made himself fully acquainted with all the conditions and circumstances under which the services required under this contract will have to be made or furnished and with all the terms, clauses, conditions, specifications and other detail of the contract and he shall not plead ignorance of any of these as an excuse in case of complaints against or rejection of services, tendered by him or with a view whether to ask for enhancement of any rates agreed to in the contract or to evade any of the obligation under the contract.
17. All questions relating to the execution of the terms of the agreement and all disputes and differences which shall arise during the progress of work under this agreement or any other matter arising out of or relating to this agreement on the work to be done, or payment or with regard to construction, meaning and affect of this agreement or any part thereof shall be referred to the sole arbitration of the **Principal, Sainik School Gopalganj** whose decision shall be final conclusive and binding upon the parties at the agreement.
18. The period of this contract shall be from **“From 01 Feb 2019 to 31 Jan 2020 (for SUPPLY OF MILK, PANEER & BUTTER)** from the date of commencement of Agreement” extendable to 03 months at the discretion of the Adm Officer, Sainik School Gopalganj in which case the contractor will be served one month notice for extension of the same or to the date of last payment whichever is earlier unless it is terminated earlier. In the event of the state of emergency declared during the currency of the contract this contract may if so required in writing by the Adm Officer, Sainik School Gopalganj within 10 days before expiry of the contract period, continue to be in force up to a date of 61 days after the date originally fixed for the termination of the contract.
19. All supplies or items must be laid out properly in front of ration stand or any other specified place within the school premises for inspection before acceptance.
20. Prior approval of the Principal must be obtained for supply of the items not tendered.

21. The Adm Officer and persons authorized by the Adm Officer, Sainik School Gopalganj will be the authorized representatives for the purpose of receipt, inspection, acceptance and accounting covered by this contract. All indents and supply orders must however, be signed by the Adm Officer, Sainik School Gopalganj. The supply should be made to the authorized representative of the Adm Officer, Sainik School Gopalganj at the ration stand of the Sainik School Gopalganj or any other specified premises within the school campus free of transport and labour charges.

22. Items not tendered in the tender form will not be accepted.

23. Principal, Sainik School Gopalganj is empowered to suspend any type or all types of business with the tenderer or with any of or all of its partners for a duration of one year.

(a) If the contractor assigns or sublets this contract without the Adm Officer's written approval or if the contractor attempted to do so.

(b) If the contractor or any of his agents or his servants are guilty of fraud in respect of the contract, directly or indirectly give or promise to give or offer any bribe, fit, loan, reward or advantage, pecuniary or otherwise to any officer or persons in employment of the school.

(c) If the contractor declines, neglects or delays to comply with any demand or requisition or in any other way fails to perform or serve any condition of the contract.

(d) If the contractor resorts to illegal or immoral practices during the course of execution of the contract agreement.

(e) If the contractor resorts to lending money to any of the staff members or to any person within the campus.

(f) If in the larger interest of Sainik School Gopalganj the continuation of the contractor is undesirable and unwarranted.

24. The successful tenderer will execute an agreement in favour of Adm Officer, Sainik School Gopalganj on court fee non judicial stamp of appropriate denomination incorporating the above and such other terms and may be prescribed by Adm Officer, Sainik School Gopalganj. Income tax deductions will be made as per Govt. rules from the contractor's bills.

25. As per Govt Policy, the suppliers/Vendors should submit the information like Bank A/c No. and other E-Payment details like IFSC Code No. Bank Name, Address, Bank Code (MICR), copy of PAN Number etc., while applying the tender.

27. The sealed tenders will be opened on 24 Jan 2019 at 1000 hrs in the office premises of Sainik School Gopalganj in the presence of those tenderers' who are present.

Station: _____

Signature of Tenderer(s) _____

Date: _____

Name & Address in full and Capacity
(i.e, Proprietor/Partner/Authorised Attorney etc)
Telephone No.

(RUBBER STAMP)

LIST OF TENDER DOCUMENTS

The following tender documents should be attached with Tender duly signed by the bidder, failing which tender bid may be treated as rejected :-

- (a) Demand Draft for EMD S.No. _____ dated _____ for Rs. _____/- in favour of the Principal, Sainik School Gopalganj payable at Gopalganj (OR) latest Exemption for EMD as per Govt. rules.
- (b) Tender form to be signed by the bidder wherever required with stamp and date.
- (c) PAN Card photocopy duly self attested.
- (d) GST Number (copy to be attached)
- (e) Bank Details for RTGS/NEFT: Cancelled Bank Cheque (OR) Mandate Form issued by Bank with Bank A/c No. & Name of the A/c holder, IFSC Code No, Bank Name & Branch address, MICR Code etc.
- (f) Income Tax Return of last one year (vendor should be income tax payee).
- (g) Tender Fee.
- (h) Food license from the competent govt authority.

Station : _____

Date : _____

Signature of Tenderer(s) _____
 (Firm Name & Address with Rubber Stamp)
 MobileNo. _____
 Land Phone No. _____

RUBBER STAMP)

PART II – ESSENTIAL DETAILS OF ITEMS/SERVICES REQUIRED

2. **Schedule of Requirements** – List of items to be required on daily basis/supply order basis as follows:-

LIST FOR SUPPLY OF MILK, PANEER & BUTTER

S No.	Name of the Item	Unit	Required per day (in Kgs/Ltr)
(a)	Milk	Ltr	90 Ltr
(b)	Paneer	Kg	5 Kg
(c)	Butter	Kg	9 Kg

Note:

(a) All the items supplied by the successful tenderer should be of Agmark/FSSAI approved/certified and neatly packed. The packing should clearly mention the date of packaging and expiry date. Milk to be supplied by the firm daily between 05AM TO 06AM, Butter and Paneer are to be supply as per supply order.

Note : (b) The contract will remain in sleep mode from May 2019 to Jun 2019 (for 50 days) and Oct 2019 to Nov 2019 (for 20 days) due to summer and winter vacation respectively of school and children not present in school.

3. **Technical Details:** As mentioned above Para 1 of Part II.

Requirement of training/on-job training

Training is required to be given by the contractor to the staff of the school on the operation of the operation of Item / system.

Requirement of installation/commissioning

NA

Requirement of Technical documentation

All the technical documentation is required to be submitted by the contractor to the school.

Nature of assistance required after completion of warranty

The contractor shall specify the nature of assistance required after completion of warranty.

Requirement of pre-site/equipment inspection

Pre-site /equipment inspection will be carried out.

7. **Single Bid System** - In respect of one bid system, Bidders are required to furnish clause by clause compliance of specifications bringing out clearly the deviations from specification, if any.