

REQUEST FOR PROPOSAL (RFP) FOR SUPPLY OF DRY RATION REQUEST FOR PROPOSAL (RFP) No (RFP) NO.SSGJ/2001/1/QM DATED 02 DEC 2019

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Sainik School Gopalganj
PO :- Hathwa
Distt: Gopalganj (Bihar)
Pin – 841 436

No. SSGJ/2001/ QM/19

Dec 2019

M/s. _____

REQUEST FOR PROPOSAL (RFP) SUPPLY OF DRY RATIONS TO SAINIK SCHOOL GOPALGANJ FOR THE PERIOD FROM 01 FEB 2020 TO 31 JAN 2021

INSTRUCTIONS TO BIDDERS

Sir,

1. On behalf of the President of India, the sealed bids are invited from bidders for supply of **Dry Ration** as mentioned in Part II of RFP for period from **01 Feb 2020 to 31 Jan 2021**. The bids will be **received upto 1600 hrs on 01 Jan 2020**. The bids will be opened at **Main Hall of the School at 1030 hrs on 02 Jan 2020**.

2. Please super scribe the "**TENDER FOR SUPPLY OF DRY RATION**" and RFP number on the sealed cover to avoid the bids being declared invalid.

3. This RFP is to be submitted for Technical Bid duly every page signed & stamped by the vendor as token of acceptance of terms and conditions mentioned in the RFP.

4. The address and contact numbers for sending Bids or seeking clarification regarding this RFP are given below:-

(a) **Bids/queries to be addressed to**. The Principal, Sainik School Gopalganj.
Post-Hathwa, Dist-Gopalganj, Pin-841436

(b) **Name/designation of the contact personnel**. Adm Officer, Sainik School
Gopalganj

(c) **Telephone numbers of the contact personnel**. 06150-259113
E-mail ids – ss-gopalganj-bih@nic.in

5. 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.

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. The Buyer also reserves the right to withdraw the **RFP AND REJECT ANY TENDER**, should it become necessary at any stage.

7. Please return this letter along with the complete RFP duly signed as attached.

Yours faithfully,

Sd/x-x-x-x-
(Z Hasan)
Sqn Ldr
Adm Officer
for Principal

8. 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.

Date: 2019

Signature of Tenderer

(Name in Block letter)
(Capacity i.e. Proprietor/Partner with stamp)

PART I – GENERAL INFORMATION

1. **Last Date and Time for Depositing the Bids: 01 Jan 2020 by 1600 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 envelope containing the following three sealed envelopes should be dropped in Tender Box marked as “**TENDER FOR SUPPLY OF DRY RATION**”:-

- (a) Technical Bids - envelope to be Subscribed as “TECHNICAL BID”
- (b) Commercial Bids. - envelope to be Subscribed as “COMMERCIAL BID”
- (c) Earnest Money Deposit (EMD) - envelope to be Subscribed as “EMD”

(Late tenders will not be considered. Bids sent by mail, fax or e-mail will not be considered.)

3. (a) **Time and date for opening of Technical Bids** : 02 Jan 2020 at 1030 hrs

(b) **Time and date for opening of Commercial Bids** : 03 Jan 2020 at 1030 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:** Sainik School Gopalganj, Post-Hathwa, Dist-Gopalganj-841436. Tender Box will be marked as “**TENDER FOR SUPPLY OF DRY RATION AT SAINIK SCHOOL GOPALGANJ**”. Only those Bids that are found in the tender box will be opened.

5. **Place of opening of the Bids:** Conference Hall, Sainik School Gopalganj, Post-Hathwa, Dist-Gopalganj-841436. 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 purchase this Tender document from Sainik School Gopalganj, Post-Hathwa, Dist-Gopalganj-841436 at the cost of Rs 100/- or by Demand Draft of Rs 100/- in favour of **The Principal, Sainik School Gopalganj , SBI Narainia, Mirganj, Branch Code -9212..** Vendor can use downloaded Tender documents free of cost.
7. **Two-Bid System.** Two-Bid system has been adopted and only the **Technical Bid** would be opened on the time and date mentioned above. Date of opening of the Commercial Bid will be intimated after acceptance of the Technical Bids. **Commercial Bids** of only those firms will be opened, whose Technical Bids are found compliant/suitable after Technical evaluation is done by the Buyer.
8. **Forwarding of Bids.** Three sealed envelopes containing (a) **Technical Bid**, (b) **Commercial Bid** and (c) **EMD** should be subscribed as “**Technical Bid**”, “**Commercial Bid**” and “**EMD**” respectively on top of it. Commercial Bid in prescribed format placed at **Appendix B** of this RFP is to be duly stamped and authorized signature on it. All these three envelopes are to be placed in an envelope subscribed as “**TENDER FOR SUPPLY OF DRY RATION**” top of it and sealed properly is to be dropped in Tender Box placed near the Reception Centre. The tender box will be subscribed as “**TENDER FOR SUPPLY OF DRY RATION**”.
9. **Procedure.** 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.
10. **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 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.
11. **Clarification regarding contents of the Bids:** During evaluation and Comparison of bids, the Customer 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.
12. **Rejection of Bids:**
- (a) 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.
 - (b) Prices quoted unreasonably higher or lower from LPP/prevaling market rates will be rejected out rightly.
13. **Validity of Bids:** The Bids should remain valid till 180 days from the last date of submission of the Bids.
15. **Earnest Money Deposit:** Bidders are required to submit Earnest Money Deposit (EMD) in favour of the **The Principal, Sainik School Gopalganj , SBI Narainia, Mirganj, Branch Code -9212** for an amount of **Rs. 3,10,000.00 (Rupees Three Lakh Ten Thousand only)** along with their bids in the form of an *Account Payee Demand Draft/ Fixed Deposit Receipt/Banker’s Cheque/Bank Guarantee from any of the Public Sector Bank or Private Bank authorized to conduct government business.* 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 60th day after the award of the contract.

The Bid Security of the successful bidder would be returned, without any interest what so ever, after the receipt of performance security. **Performance Security will be 10% of the total cost of the contract value.** EMD is not required to be submitted by those Bidders who are registered with the National Small Industries Corporation (NSIC) and MSME. 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. EMD should be kept separately inside the envelope alongwith quotation in main envelope. **Bids shall not be considered, in case, the EMD is not submitted along with the Technical Bid.**

16. Price must be quoted on F.O.R at Sainik School Gopalganj, Destination basis by road inclusive of Packing, Forwarding, Freight Charge, Transit Insurance and any other charges as applicable. The consignee for the contract is Adm Officer, Sainik School Gopalganj.

17. The approval or rejection to tenders(s) rests with Competent Financial Authority* (CFA) as applicable, who reserves to himself the right of rejecting any tender in whole or in part of any item in whole or in part in respect of any or all the delivery points shown in the schedule of requirements in Part II or RFP without cause assigned.

18. Any further information required on application can be obtained on any working day between 10 AM to 04 PM addressed to **Sainik School Gopalganj , Post-Hathwa, Dist-Gopalganj (Bihar)-841436**

19. The Officer(s) operating the contract will be indicated in the supply order/ AT Note.

20. These instructions on "Invitation of Bid" are to be signed by you and returned along with your bids.

PART II – ESSENTIAL DETAILS OF ITEMS/SERVICES REQUIRED

1. **Schedule of Requirements:** The contract is with effect **from 01 Feb 2020 to 31 Jan 2021** which may be extended by the competent authority as per the provisions enshrined in DPM/GFR. List of items required placed as **Appendix 'B'** to this RFP.

2. **Specifications:** All items will be pre-packaged ISI/Agmark and with FSSAI certification (as applicable).

3. Vendors are required to submit essential details in respect of their firms/company as per **Appendix 'A'** of this RFP for technical evaluation.

4. **Delivery Period:** Items are required to be delivered at **Sainik School Gopalganj premises at Cadet's Mess**, in full quantity, as requested in written together with challan in duplicate and bill is to be submitted in triplicate duly affixed of revenue stamp within seven days of delivery of items. Items are to be delivered by 0800 hrs on the required dates on receipt of confirmed order. No delay will be accepted at any cost beyond the stipulated date/time as given in the supply order. It is informed that the user has right to cancel the Contract unilaterally in case items are not received within the contracted delivery period and as per prescribed quality specifications. Extension of contracted delivery period will be at the sole discretion of the Customer, with applicability of LD clause.

5. **Supply will be made over the period of one year in staggered form as per staggered supply order.**

6. **Consignee Premises Details:** Sainik School Gopalganj Premises at Cadet's Mess.

7. The total quantity required in the schedule (Appendix 'B') is an approximation only. Certain items may not be required at all in case of non-availability of funds or the requirement. No claim for any compensation on this account will be admissible.

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 **01 Feb 2020** or 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 two days prior from the effective date of 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 Gopalganj 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 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 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 Bank Guarantee and refund of the amounts paid by the Buyer.**

6. **Agents/Agency Commission**: The contractor confirms and declares to the Customer that the Contractor is the original manufacturer of the stores/provider of the services referred to in this Contract and has not engaged any individual or firm, whether Indian or foreign whatsoever, to intercede, facilitate or in any way to recommend to the Government of India or any of 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 Contractor failure to submit the stores, supply the stores/goods as specified in this contract, the Customer may, at his discretion, withhold any payment until the completion of the contract. The Customer may also deduct from the Contractor as agreed, liquidated damages to the sum of 0.5% of the contract price of the delayed/undelivered stores/services mentioned above for every day of delay or part of a day, 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 contractor.

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 FAX/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. **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.

14. **Taxes and Duties:-**

(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 GST 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 GST and does not confirm inclusive of GST so included is firm and final, he should clearly indicate the rate of GST and quantum of GST included in the price. Failure to do so may result ignoring of such offers summarily.

(d) If a Bidder is exempted from payment of GST up to any value of supplies from them, he should clearly state that no 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 GST, it should be brought out clearly. Stipulations like, the said GST 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 GST 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 GST which is normally applicable on the item in question for the purpose of comparing their prices with other Bidders.

(e) Any change in GST 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 GST paid by the supplier. Similarly, in case of downward revision in GST, the actual quantum of reduction of GST shall be reimbursed to the Customer by the Contractor. 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. Failure to do so may result in rejection of Bid submitted by the Bidder.

2. **Performance Guarantee**. The Bidder will be required 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 award of contract. Performance Bank Guarantee should be valid upto to 60 days beyond the date of warranty. The specimen of PGB is given in form DPM-15 (Available in MoD website and can be provided on request).

3. **Option Clause**: The contract shall have an option Clause, wherein the Buyer can exercise an option to procure an additional 50% of the original contracted quantity in accordance with the same terms & conditions of the present contract. This will be applicable within the currency of contract. The bidder is to confirm the acceptance of the same for inclusion in the contract. It will be entirely the discretion of the buyer to exercise the option.

4. **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 25% 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.

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

- (a) The items will be delivered on a Delivery Challan and Bills/invoices submitted in duplicate.
- (b) Upon receipt of the items and producing of all supported documents by the contractor, payment will be made by the School by cheque.
- (c) It is mandatory to the supplier/vendor to submit their PAN details, Cancelled Cheque and NEFT details for making of payments through ECS/EFT mechanism instead of payment through cheque by The Principal Sainik School Gopalganj, Hathwa, Gopalganj (Bihar)-841436.

6. **Advance Payment. No Advance payments will be made.**

7. **Paying Authority.** The process of bills of successful tender will be made by the Principal Sainik School Gopalganj and payment will be made by Budget head of Dietary Charges of Sainik School Gopalganj. Bills to be submitted by the vendor within seven days of supply.

8. **Payment Terms.** 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/NEFT mechanism instead of payment through cheques whenever feasible. The payment of bills will be made on submission of the following documents by the service provider to the Paying Authority along with the bill:-

- (a) Ink signed copy of Service provider's bill.
- (b) Ink signed copy of Commercial invoice/Service provider's bill.
- (c) Copy of Supply Order/Contract/Contract with U.O number and date of IFA's concurrence where required delegation of power's.
- (d) Details for electronic payment viz Account holder's name Bank name, Branch name address, Account type, Account number, IFSC code, MICR code (if these details are not incorporated in supply order/contract)
- (h) Any other document/Certificate that may be provided for in the Supply Order/ Contract.
- (j) Payment will be made against each staggered supply order within 15 days of supply of items as per actual supply received and against invoice submitted by the supplier.**

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

- (a) The price charged for services under the contract by the Customer shall in no event exceed the lowest prices at which the Customer sells the services or offer to sell stores of identical description to any persons/Organisation including the purchaser or any department of 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 Customer reduces the price, sells or offer to sell such services to any person/organization including the Contractor, any Dept, of central Govt. or any Department of the State Government or any Statutory undertaking of the Central or state Government as the case may be at a price lower than the price chargeable under the contract, 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.

10. **Risk & Expense Clause:** Should the stores thereof not be delivered/carried out within the time or times specified in the contract documents, or if defective delivery is made in respect of the stores, the Buyer shall after granting the Seller 24 (Twenty four) hours 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.

a) Should the stores 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.

b) In case of a material breach that was not remedied within 24 (Twenty four) hours, the BUYER shall, having given the right of first refusal to the SELLER be at liberty to purchase or procure from any other source as he thinks fit, other stores of the same or similar description to make good:-

i. Such default.

ii. In the event of the contract being wholly determined the balance of the stores remaining to be delivered there under.

c) Any excess of the purchase price 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. 100% recovery will be made from SELLER.

11. **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.

12. **Specification:** The seller guarantees to meet the specifications as per Part-II of RFP.

13. **Warning Clause :** In case any complaint is received from users, the following penalty will be imposed in addition to deduction of amount equivalent to deficiency in manpower deployment/material supplied:-

- | | |
|------------------------------|---|
| (a) First Complaint | - Verbal Warning |
| (b) Second & Third complaint | - Written Warning |
| (c) Fourth & Fifth Complaint | - Deduction of ¼ amount of the monthly bill. |
| | - Issue of show Cause notice and right of |
| (d) Sixth Complaint | 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 as mentioned in Part II 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 Sainik School Gopalganj as such shall not be a party to it.

15. **Quality:** The quality of the contracted items delivered according to the present Contract shall correspond to the conditions and standards valid for the deliveries of the same stores for specifications enumerated as per RFP and shall also include therein modification to the stores suggested by the Buyer. Such modifications will be mutually agreed to.

16. **Quality Assurance:** The goods supplied under the contract should conform to the standards, quality and specifications as mentioned in Part-II of this RFP. The item should be of the fresh, conforming to the current production standard and having 100% defined life at the time of delivery.

17. **Inspection Authority:** The Inspection will be carried out by **Principal, Sainik School Gopalganj, or any officer designated by Principal, Sainik School Gopalganj.** The mode of Inspection will be Departmental Inspection / User Inspection / Joint Inspection /Self-certification.

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

(a) The claims may be presented either on quantity of the stores, where the quantity does not correspond to the quantity shown in the Packing List/Insufficiency in packing, or on quality of the stores, where quality does not correspond to the quality mentioned in the contract.

(b) The quantity claims for deficiency of quantity (if any), shall be delivered at consignee premises within 24 hours days under own arrangement of the contractor.

(c) The quality claims for defects/damages or deficiencies 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.

(d) The Contractor is to settle the claims for defected/damaged quantity and deficiency in quality of the stores within 48 hours.

(e) 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.

(f) The quality claims will be raised solely by the Buyer and without any certification/ countersignature by the Contractor's representative stationed in India.

(g) 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 Gopalganj** as such shall not be a party to it.

19. Any further information required can be obtained on application on any working day between 1400 hrs to 1630 hrs from the Sainik School Gopalganj, Hathwa, Gopalganj-841436.

20. The Officer operating the contract will be the Sainik School Gopalganj, Hathwa, Gopalganj-841436.

21. Items are required to be delivered at Sainik School Gopalganj, Hathwa, Gopalganj-841436 premises at Cadet's Mess, Sainik School Gopalganj in full quantity, as requested on supply order alongwith items bill/ challan in triplicate duly affixed with revenue stamp. Items are to be delivered by the time mentioned in supply order on the required dates on receipt of confirmed order.

22. Any communication from buyer through SMS/e-mail from authorized mobile/ e-mail id will also be treated as an official communication (details will be intimated supply order)

23. Supply will be made over the period of one year in staggered form as per staggered supply order.

24. At the time of supply the shelf life of each item must be minimum 45 days

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 tenderer who will emerge as L-1 in overall lowest rates of total required quantity as mentioned in Appendix 'B' will be considered for award of contract as per the Price Format given in Appendix B.**

(c) The Bidders are required to spell out the rates of GST etc in unambiguous terms only while submission of bills at the time of delivery. If a Bidder is exempted from payment of GST duty up to 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 GST, it should be brought out clearly. No GST should be included while submission of commercial bids.

(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 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 Format (**Appendix B**) correctly with full details, sign with firms stamp on all pages of commercial bid.

Note 1: Incompletely filled form will be rejected outrightly.

Note 2: Vendors are requested to carry out calculations in commercial bid form carefully. The Principal , Sainik School Gopalganj reserves the right to amend/correct any wrongly calculated totals.

Note 3: It is mandatory to fill the cost of each and every item in price bid format. If the rates of any item remain unfilled then the price bid will be rejected.

Note 4: The Principal Sainik School Gopalganj 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 representatives signature.

Thanking you,

Sd/x-x-x-x-x
(Z Hasan)
Sqn Ldr
Adm Officer
for Principal

DETAILS OF VENDOR

1.	Name of Firm	
2.	Office Address <i>(Attach photo of office front side with signed and stamped overleaf)</i>	
	Office Telephone Number/s	
	Fax Number	
	e-mail	
3.	GST No (Attach documents)	
4.	<u>Nature of Company</u>	(Please Tick (√) where applicable) (a) Proprietary (b) Pvt Ltd (c) PSU (d) Ex Servicemen Unit (e) Partnership (f) Others
5.	Give Name, residential address with telephone of proprietor for Proprietary OR Give Name, designation, residential address of Chief Executive or Managing Director for Pvt Ltd OR Give Name, address, Telephone no with partnership deed (if partnership firm).	
6.	<u>Nature of Business</u>	(Please Tick (√) where applicable) (a) Trader (b) Dealer (c) Supplier (d) Processor (e) Manufacturing (f) Sole selling or Authorised Agent

7.	Details of Registration <i>(Attach proof of valid registration)</i> (a) NSIC/ SSI (b) MSME (c) Sainik School Gopalganj & Other Defence (c) Departments (d) Other Govt Departments	(Tick (√) Yes/No & give details if YES) (Yes / No) (Yes / No) (Yes / No) (Yes / No) (Yes / No)
8.	If yes, give the following details :- (a) Department registered with (b) Date of registration and validity (c) Category of Services for which Registered User Satisfaction (d) Performance Certificate (if any)	
9.	Please mention and attach FSSAI Certificate for providing Dry Ration	
10.	Have You Got ISO Certification, If yes give details <i>(attach copy of certification)</i>	

10. Following documents, duly self attested, will be essentially attached for qualifying/ consideration of bid :-

- (a) GST Number.
- (b) PAN Card & Aadhar Card of the owner/proprietor.
- (c) PAN Card of the firm
- (d) IT returns of previous year 2017-18, 2018-19 & 2019-20 (As applicable).
- (e) Registration letter as per para 7, if held

APPENDIX-B

(Refer para 8, Part-I, para 1, Part-II and para 1 (b) & 2, Part V of RFP)

**COMMERCIAL BIDS FOR DRY RATIONS FOR THE PERIOD FROM
01 FEB 2020 TO 31 JAN 2021 FOR SAINIK SCHOOL GOPALGANJ**

I, (Name) _____ proprietor /owner/director of _____
_____ hereby offer the following rates for the under mentioned item:-

- Note :** (a) GST as applicable and notified by Government of India from time to time will be charged on submission of bills only.
(b) All items to be quoted here must be pre-packed ISI/Agmark and with FSSAI certification.
(c) Quantities mentioned under Column "Quantity required (Approx) (Per Kg)" will be demanded on requirement basis and not in single order.

Ser	Items	Brand Name of Items	Rate per Pc/ Kg (In Rs)	Quantity required (Approx) (Per Kg)	Total Amount (In Rs) (Bx C) = D	Total Amount (in Words) (E)
		(A)	(B)	(C)	(D)	
1	ATTA (WHEAT FLOUR)			28000 Kgs		
2	RICE SONA MANSRUI			28000 Kgs		
3	RICE BASMATI			500 Kgs		
4	MAIDA			16000 Kgs		
5	SUGAR			14000 Kgs		
6	BESAN FLOUR(GRAM FLOUR)			1000 Kgs		
7	REFINED OIL (REPUTED BRAND)			15000 Ltrs		
8	MUSTARD OIL (REPUTED BRAND)			1500 Ltrs		
9	BAKERY DALDA			500 Kgs		
10	DALDA (REPUTED BRAND)			100 Kgs		
11	GHEE (REPUTED BRAND)			130 Kgs		
12	ARHAR DAL			3000 Kgs		
13	MOONG DAL			2000 Kgs		
14	MASOOR DAL			2000 Kgs		
15	CHANNA DAL			2000 Kgs		
16	RAJMA			500 Kgs		
17	GREEN PEASE (DRY)			1000 Kgs		
18	BLACK CHANA			750 Kgs		
19	WHITE CHANA (KABLI CHANA)			1200 Kgs		
20	URAD WHOLE			100 Kgs		
21	PEANUT (MUNGFALI)			1000 Kgs		
22	SUJI (WHEAT RAWA)			700 Kgs		
23	POHA (CHIURA)			1200 Kgs		

Ser	Items	Brand Name of Items	Rate per Pc/ Kg (In Rs)	Quantity required (Approx) (Per Kg)	Total Amount (In Rs) (Bx C) = D	Total Amount (in Words) (E)
		(A)	(B)	(C)	(D)	
24	NOODLES			500 Kgs		
25	HEALTH AND NUTRITION DRINK			600 Kgs		
26	PICKLE (MIX)			750 Kgs		
27	SOYABEAN (MEALMAKER)			450 Kgs		
28	SALT			2000 Kgs		
29	GULAB JAMUN POWDER			600 Kgs		
30	CUSTARD POWDER			150 Kgs		
31	ARRAROOT (CORN FLOUR)			250 Kgs		
32	CHANNA SATTU			200 Kgs		
33	PAPAD			140 Kgs		
34	TOMATO SAUCE			1000 Kgs		
35	RED CHILLI SAUCE			150 Ltrs		
36	SOYA SAUCE			115 Ltrs		
37	VINEGAR			150 Ltrs		
38	GREEN CHILLI SAUCE			150 Ltrs		
39	YEAST			100 Kgs		
40	MILK POWDER			100 Kgs		
41	BAKING POWDER			30 Kgs		
42	AMONIYA POWDER			10 Kgs		
43	VANILLA POWDER			30 Kgs		
44	ESSENCE 50 ML			20 Bottle		
45	CHERRY			10 Kgs		
46	ICING SUGAR			80 Kgs		
47	JAM (MIX FRUIT, MANGO, ORANGE)			700 Kgs		
48	BLACK CHOCOLATE			30 Kgs		
49	GULAB JAL			12 Ltrs		
50	KEWADA WATER			12 Ltrs		
51	FOOD COLOUR			500 Gram		

Ser	Items	Brand Name of Items	Rate per Pc/ Kg (In Rs)	Quantity required (Approx) (Per Kg)	Total Amount (In Rs) (Bx C) = D	Total Amount (in Words) (E)
52	ALMODNS			05 Kgs		
53	CASHEWNUT WHOLE			20 Kgs		
54	RAISINS (KISMIS)			20 Kgs		
55	DRY COCONUT POWDER			20 Kgs		
56	MAGEJ BEEJ			10 Kgs		
57	TAMARIND (IMALI)			100 Kgs		
58	AMCHUR POWDER			10 Kgs		
59	VERMICILI (SEMIYA) 1 KGS			500 Kgs		
60	HING			05 Kgs		
61	GLUCON D POWDER 1 KG			500 Kgs		
62	ROOHAFZA 1KG			50 Kgs		
63	TEA (REPUTED BRAND)			300 Kgs		
64	COFFEE 200GM			100 Bottle		
65	BLACK SALT			10 Kgs		
66	BISCUIT			2288 Kgs		
67	DALIYA (PORIDGE)			400 Kgs		
68	TURMERIC POWDER (HALDI POWDER)			400 Kgs		
69	RED CHILLI POWDER			225 Kgs		
70	CORIANDER POWDER (DHANIYA POWDER)			260 Kgs		
71	CUMIN POWDER (JEERA POWDER)			170 Kgs		
72	BLACK PEPPER POWDER (GOL MARICH POWDER)			50 Kgs		
73	RED CHILLI WHOLE			35 Kgs		
74	CUMIN SEEDS (JEERA WHOLE)			125 Kgs		
75	BLACK CARDAMOM (BADI ELAICHI)			20 Kgs		
76	CHHOTI ELAICHI			10 Kgs		
77	SINNAMON STICK (DAL CHINNI)			10 Kgs		
78	SAHJIRA			10 Kgs		
79	STAR ANIS			15 Kgs		
80	CLOVES (LAUNG)			10 Kgs		
81	MACE			10 Kgs		
82	NUTMUG (JAIFAL)			5 Kgs		
83	MUSTARD WHOLE			20 Kgs		
84	GARAM MASALA POWDER			100 Kgs		

Ser	Items	Brand Name of Items	Rate per Pc/ Kg (In Rs)	Quantity required (Approx) (Per Kg)	Total Amount (In Rs) (Bx C) = D	Total Amount (in Words) (E)
		(A)	(B)	(C)	(D)	
85	CHANNA MASALA			30 Kgs		
86	CHHOLA MASALA			20 Kgs		
87	CHAT MASALA			10 Kgs		
88	BIRYANI MASALA			20 Kgs		
89	CHICKEN MASALA			30 Kgs		
90	MEAT MASALA			10 Kgs		
91	FISH CURRY MASALA			10 Kgs		
92	SAMBER MASALA			10 Kgs		
93	PAV BHAJI MASALA			10 Kgs		
94	PANEER BUTTER MASALA			5 Kgs		
95	KASMIRI MIRCH			60 Kgs		
96	KASTURI METHI			30 Kgs		
97	TEJPATTA			10 Kgs		
98	HYDRO POWDER 100 GM			2 Kgs		
99	AJWAIN			5 Kgs		
100	FRESH CREAM			126 Ltrs		
101	PHOOL MAKHNA			10 Kgs		
102	TETRA PACK MILK			800 Ltrs		
103	SAABUDANA			100 Kgs		
104	DRY GINGER			5 Kgs		

Signature _____

Date:
Station:

Firms Stamp

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.

Date:

2019

**Signature of
Tenderer**

**(Name in Block letter)
(Capacity i.e. Proprietor/Partner with
stamp)**

CHECK LIST

Please go through the check list before submitting the Bids :-

1. Sealed bids envelope marked as “**TENDER FOR SUPPLY OF DRY RATION**” should contain following three sealed envelopes :-

- | | | | |
|-----|-----------------------------|-----------------------------------|------------------|
| (d) | Technical Bids | - envelope to be
Subscribed as | “TECHNICAL BID” |
| (e) | Earnest Money Deposit (EMD) | - envelope to be
Subscribed as | “EMD” |
| (b) | Commercial Bids. | - envelope to be
Subscribed as | “COMMERCIAL BID” |

2. Please ensure details to be filled in **Appendix ‘A’** is complete in all respect and following documents, duly self attested, are attached and placed in “**TECHNICAL BID**” envelope :-

- (a) Demand Draft for EMD S.No _____ dated _____ for Rs _____ or latest Exemption for EMD as per Govt Rules.
- (b) GST Number.
- (c) PAN Card & Aadhar Card of the owner/proprietor.
- (d) PAN Card of the firm
- (e) IT return of Previous year 2017-18, 2018-19 & 2019-20 (as applicable)
- (f) Bank details : Cancelled Bank Cheque (OR) Mandate form issued by Bank with Bank Account No & date of the A/c Holder, UFSC Code, Bank Name Branch, Address, MICR Code etc.
- (g) GST Return for last one year having minimum returned filed of Rs 10 Lakhs (as applicable).
- (h) **FSSAI Certificate** for providing Dry Ration (as applicable).

3. Please sign all the pages of the RFP duly stamped for submission of **Technical Bid**. However, **Appendix ‘B’** of this RFP is to be submitted for **Commercial Bid**.

4. The service provider shall submit the following certificates that the firm has never been Black-Listed by any Govt/Semi-Govt/PSU/Pvt Organization.

5. Price Bid for “COMMERCIAL BID” has been properly filled duly signed and stamped.

6. All the envelopes are properly sealed.

Important Dates

- | | | | |
|---|--|---|-------------------------|
| ⇒ | Last date for Submission of Bid | : | 01 Jan 2020 by 1600 hrs |
| ⇒ | Time and date for opening of Technical Bids | : | 02 Jan 2020 by 1030 hrs |
| ⇒ | Time and date for opening of Commercial Bids | : | 03 Jan 2020 by 1030 hrs |

