

REQUEST FOR PROPOSAL (RFP)
FOR SUPPLY OF CHICKEN, MUTTON, FISH & EGG
RFP NO.SSGJ/2001/1/QM DATED 09 DEC 2019

Tele: 06150-259114
Web Site : www.ssgopalganj.in
E-Mail : ss-gopalganj-bih@nic.in

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

No. SSGJ/2001/ QM/19

12 Dec 2019

REQUEST FOR PROPOSAL (RFP) SUPPLY OF FRESH CHICKEN, MUTTON, FISH & EGG 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 **Fresh Chicken, Mutton, Fish & Egg** 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 1130 hrs on 02 Jan 2020**.
2. Please super scribe the “**TENDER FOR SUPPLY OF FRESH CHICKEN, MUTTON, FISH & EGG**” 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 FRESH CHICKEN, MUTTON, FISH & EGG**”:-

- (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 1130 hrs

(b) **Time and date for opening of Commercial Bids** : 03 Jan 2020 at 1130 hrs

(If due to any exigency, the due date for opening of the Bids is declared a closed holiday, the Bids will be opened on the next working day at the same time or on any other day/time, as intimated by the Buyer).

4. **Location of the Tender Box:** Sainik School Gopalganj, Post-Hathwa, Dist-Gopalganj-841436. Tender Box will be marked as “**TENDER FOR SUPPLY OF FRESH CHICKEN, MUTTON, FISH & EGG TO SAINIK SCHOOL GOPALGANJ**”. Only those Bids that are found in the tender box will be opened.

5. **Place of opening of the Bids:** Main 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 , payable at 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 authorised signature on it. All these three envelopes are to be placed in an envelope subscribed as “**TENDER FOR SUPPLY OF FRESH CHICKEN, MUTTON, FISH & EGG**” 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 FRESH CHICKEN, MUTTON, FISH & EGG**”.
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/prevailing market rates will be rejected outrightly.
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, payable at SBI Narainia, Branch Code -9212** for an amount of **Rs. 1,45,000.00 (Rupees One Lakh Forty Five 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.

21. **Contact Person** Telephone /Cell/Fax numbers are to clearly endorsed in the application along with the particulars of the Proprietor and authorized person to be contacted for official correspondence.

PART II – ESSENTIAL DETAILS OF ITEMS/SERVICES REQUIRED

1. **Schedule of Requirements:** List of items required is as follows: Name/Type of item/services/description of stores Qty required. **To supply the following fresh provisions to Sainik School Gopalganj premises against contract by the firm for a the period of 01 Year from 01 Feb 2020 to 31 Jan 2021 (Rates to be quoted per denomination).**

<u>Sl.</u>	<u>Items</u>	<u>A/u</u>	<u>Approx Quantity Required per week (in Kgs/Nos)</u>	<u>Approx Quantity Required in fortnightly (in Kgs/Nos)</u>	<u>Total Quantity Required for one year (Approx in Kgs/ Nos)</u>
1	Chicken (Hen) dressed w/o neck & liver (not more than 2 Kgs of hen)	Kgs	240 (Thrice a week)	-	10320
2	Fish Katla size 1 Kg to 3 Kg without head (Local)	Kgs	-	80	1760
3	Mutton fresh & best quality of goat (Khassi)	Kgs	-	80	1760
4	Egg	Nos	1600 (Twice a week)	-	68800

Note: The above mentioned requirements are anticipatory and no minimum drawal is guaranteed.

2. **Terms and conditions of contract:-**

(a) Items are to be supplied against the Supply Order issued by this School and to be delivered to consignee (Sainik School Gopalganj premises) under contractor's own arrangement and as per delivery schedule specified in Supply Order 12 hours to two days Provisions will be demanded to supply on Sunday / Govt. holidays also.

(b) Quality of the fresh provisions should be the best available in the market. If the quality of fresh provisions not up to the standard, the same will be rejected and you are required to replace the provisions within two hours, failing which items will be purchased by this School on risk and expenses basis at market rate against your expenses.

(c) The items are to be supplied with delivery challan on the basis of supply / purchase order issued by this office on each occasion.

(d) If any difficulties occurred in normal supply, such as demanded items are not available locally, the matter to be intimated to this office well in advance.

(e) Bills are to be submitted in duplicate on completion of all the obligations of supply of the material as per the contract (After fifteen day or two week) for payment.

(f) Payment will be made on monthly basis through ECS/EFT.

(g) No request for change of rates will be accepted unless levy of additional taxes by the Govt.

(h) **The fresh provisions will be supplied by the firm should be covered in the hygienic packing material of good quality without any extra cost.**

(j) Eggs to be supplied in Egg tray.

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 day **(01)** after the schedule date of delivery.

(d) The delivery of material is delayed due to causes for Force Majeure by **more than 03 days** provided Force Majeure clause is included in contract.

(e) 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 completion of contract. 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 2 (Two) 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 2 (Two) 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 Para 15 of Part-IV 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 | - Issue of show Cause notice and Deduction of ¼ amount of the monthly bill. |
| (d) Sixth Complaint | - Issue of show Cause notice and right of 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**: Quality of items supplied to be best available in the market and also as per laid down ASC specification as enumerated below:-

- (a) **Eggs Fresh**: - Eggs shall be fresh, of good average size, and 12 eggs should not weight less than 600 gms. Individual eggs weighting less than 48 gms should not be accepted. Eggs shell, should be sound, unbroken, with no cracks, smashed eggs should be discarded. Eggs should be free from foreign material, stain, other visual discoloration or sticking excreta. Eggs selected should be roundest and of biggest girth compared to length. Eggs should be of fowls or ducks only and no other eggs should be accepted.
- (b) **Fish Fresh (Katla)**:- Fish should be fresh, sound and wholesome and in all respect fit for human consumption. Fish tendered should be of approved variety only. Fish to be received in whole with tail, fins & guts without head. Generally fish fresh only to be tendered. However during the closed and off seasons (May to Aug) fish frozen may be tendered and received.

- (c) **Mutton-** Mutton should be fresh & best quality of goat (Khassi), well formed, of proper tender maturity. Mutton shall be those available in all season. Mutton shall be freshly gathered, cleaned in all respect and fit for human consumption. They should also be free from discoloration, injury, damage or sign of improper storage, handling and transportation which may render them a poor look as to the freshness.
- (d) **Chicken :-** Chicken should be fresh and without neck & liver, well formed and matured. The fresh chicken should be free from insects infestation, blemishes or damaged by diseases. It should also be free from discoloration, injury, damage or sign of improper storage, handling and transportation rendering it poor organoleptic appeal.

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 in supply order/ contract agreement)**

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 of supply item must be minimum 08 hours.

25. **Warranty**- The fresh provisions should be supplied well within the expiry date.

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 out rightly.

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

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/e-mail 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)**

APPENDIX-A

(Refer para 3, Part-II of RFP)

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.	<i>Give Name, residential address with telephone of proprietor for Proprietary</i> OR <i>Give Name, designation, residential address of Chief Executive or Managing Director for Pvt Ltd</i> OR <i>Give Name, address, Telephone no with partnership deed (if partnership firm).</i>	
6.	<u>Nature of Business</u>	(Please Tick (√) where applicable) (a) Trader (b) Dealer (c) Supplier (d) Processor (e) 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 Fresh Chicken, Mutton, Fish & Egg (If applicable)	
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 SUPPLY OF FRESH CHICKEN, MUTTON, FISH AND EGG FOR THE PERIOD FROM 01 FEB 2020 TO 31 JAN 2021 AT SAINIK SCHOOL GOPALGANJ

1. I (Name) _____ proprietor/owner/ director of _____ hereby quote to **SUPPLY OF FRESH CHICKEN, MUTTON, FISH AND EGG** for the period **From 01 Feb 2020 to 31 Jan 2021** 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.1,45,000/- (Rupees one lakh forty five thousand only)** towards deposit as EMD Money.

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 10% of total value 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).

FRESH CHICKEN, MUTTON, FISH AND EGG PRICE OF:

Note: GST as applicable and notified by Government of India from time to time will charged on submission of bills only.

Sl.	Items	A/U	Quoted Rate Per Kgs/Nos Including packing, freight and loading & unloading charges etc.	Total Quantity Required (Approx Kgs)	Total Amount (In Rupees) (d) x (e) = (f)
(a)	(b)	(c)	(d)	(e)	(f)
1	Chicken (Hen) dressed w/o neck & liver (not more than 2 Kgs of hen)	Kgs		10320	
2	Fish Katla size 1 Kg to 3 Kg without head(Local)	Kgs		1760	
3	Mutton fresh & best quality of goat (Khassi)	Kgs		1760	
4	Egg	Nos		68800	

5. Supplies will be made in time and date stipulated without causing any delay.

Station: _____
Date: _____

Signature of Tenderer(s) _____

Name & Address in full and Capacity
(i.e, Proprietor/Partner/Owner) **(Rubber Stamp)**

CHECK LIST

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

1. Sealed bids envelope marked as “**TENDER FOR SUPPLY OF FRESH CHICKEN, MUTTON, FISH AND EGG**” 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).

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 1130 hrs |
| ⇒ Time and date for opening of Commercial Bids | : | 03 Jan 2020 by 1130 hrs |

