

SSPN/QM/311/TDR-02/2020-21

2020

To,

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**REQUEST FOR PROPOSAL (RFP)/ INVITATION OF BIDS (IOB) FOR  
SUPPLY OF NON VEG RATION (SINGLE BID)  
AT SAINIK SCHOOL PUNGLWA (NAGALAND)**

1. The Principal, Sainik School Punlwa, hereinafter referred to as Buyer, is interested in Procurement of Non Veg Ration for the FY 2020-21 for Sainik School Punlwa. All Bids are to be submitted by hand as per RFP.

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

(a) Bids/ queries to be addressed to: Principal, Sainik School Punlwa

**Postal address for sending the Bids:**

Sainik School Punlwa  
Punlwa BPO  
Medziphema SO  
Dist – Peren (Nagaland)  
PIN – 797106

(b) Name/ designation of the contact person: Lt Cdr T Khongsai, Admin Officer

(c) Telephone numbers of the Contact Personnel: 03839-2626004/9402988732

(d) e-mail id of Contact Personnel: **sainikpunlwaqm@gmail.com**

(e) Fax number 03839-262010

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

(a) **Part I** - Contains General Information and Instructions for the Bidders about the RFP such as the time, place of submission and opening of tenders, Validity period of tenders, etc.

(b) **Part II** - Contains essential details of the items/ services required, such as the Schedule of Requirements (SOR), Technical Specifications, Delivery Period, Mode of Delivery and Consignee details.

(c) **Part III** - Contains Standard Conditions of invitation of Bids (IOB), which will form part of the Contract with the successful Bidder.

(d) **Part IV** - Contains Special Conditions applicable to this IOB and which will also form part of the contract with the successful Bidder.

(e) **Part V** - Contains Evaluation Criteria and Format for Price Bids.

4. This RFP/ IOB is being issued with no financial commitment and the Buyer reserves the right to change or vary any part thereof at any stage. Buyer also reserves the right to withdraw the IOB, should it become necessary at any stage.
5. The approval and rejection of tenders rests with the Principal Sainik School Punglwa who reserves the right of rejecting any Tender in whole or in part without cause assigned. The lowest Tender will not necessarily be accepted.
6. Please return this letter duly signed along with the complete Tender Documents.

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

Station: \_\_\_\_\_

Signature of Tenderer(s) \_\_\_\_\_  
(Name & Address in full and Capacity)  
(i.e. Proprietor/ Partner/ Authorised Attorney etc.)

Date: \_\_\_\_\_  
Stamp)

Telephone No. (Rubber

## PART I - GENERAL INFORMATION

1. **Critical Date.** The critical dates with respect to the tender are as follows:-

<b>CRITICAL DATE SHEET</b>			
<b>Ser</b>	<b>Item</b>	<b>Date</b>	<b>Time</b>
(a)	Published Date	27 Feb 2020 (P day)	0900 hrs
(b)	Bid Documents Download	'P' day	0900 hrs
(c)	Clarification Start	'P' day	0900 hrs
(d)	Bid Submission Start	'P' day	0900 hrs
(e)	Clarification End Date	'P' day + 10	1700 hrs
(f)	Bid Submission End	'P' day + 20, 18 Mar 2020	1600 hrs
(g)	Bid Opening Date	'P' day + 21, 19 Mar 2020	1200hrs
Note :- 'P' Day is Date of Publishing (P Day – 27 Feb 2020)			

2. **Manner of Depositing the Bids.** Sealed Bid should be dropped in the Tender Box kept at the office of the Administrative Officer prior to bid submission end date, duly marked with Tender ID along with a covering letter under company letter head. Late Tenders will not be considered.
3. **Time and Date for Opening of Bids.** 1200 hrs on 'P' day + 21, i.e. 19 Mar 2020 (If due to any exigency, the due date for opening of the Bids is declared a closed holiday, the Bids will be opened on the next working day at the same time or on any other day/ time, as intimated by the Buyer).
4. **Location of the Tender Box.** Office of the Adm Officer, Sainik School Punglwa, Nagaland. Only those Bids that are found in the tender box will be opened. Bids dropped in the wrong Tender Box will be rendered invalid.
5. **Place of Opening of the Bids.** ADM Block, Sainik School Punglwa. The Bidders may depute their representatives, duly authorised in writing, to attend the opening of Bids on the due date and time. Rates and important commercial/ technical clauses quoted by all Bidders will be read out in the presence of the representatives of all the Bidders. This event will not be postponed due to non-presence of your representative.
6. **Forwarding of Bids.** Bids should be forwarded by Bidders under their original memo / letter pad inter alia furnishing details like TIN number, GST number, Bank address with EFT Account if applicable, etc and complete postal & e-mail address of their office.
7. **Clarification regarding Contents of the RFP.** A prospective bidder who requires clarification regarding the contents of the bidding documents shall notify to the Buyer in writing about the clarifications sought not later than 14 (Fourteen) days prior to the date of opening of the Bids. Copies of the query and clarification by the purchaser will be uploaded as corrigendum for all prospective bidders who have received the bidding documents.
8. **Modification and Withdrawal of Bids.** A bidder may modify or withdraw his bid after submission provided that the written notice of modification or withdrawal is received by the Buyer prior to deadline prescribed for submission of bids. A withdrawal notice may be sent by fax but it should be followed by a signed confirmation copy to be sent by post and such signed confirmation should reach the purchaser not later than the deadline for submission of bids. No bid shall be modified after the deadline for submission of bids. No bid may be withdrawn in the interval between the deadline for submission of bids and expiration of the period of bid validity specified. Withdrawal of a bid during this period will result in Bidder's forfeiture of bid security/ EMD.

9. **Clarification regarding contents of the Bids.** The detailed instructions, Terms and Conditions, for bidders are placed at **Appx B**. During evaluation and comparison of bids, the Buyer may, at its discretion, ask the bidder for clarification of his bid. The request for clarification will be given in writing and no change in prices or substance of the bid will be sought, offered or permitted.

10. **Rejection of Bids.** Canvassing by you in any form, unsolicited letter and post-tender correction may invoke summary rejection and forfeiture of EMD. Conditional tenders will not be accepted.

11. **Validity of bids.** The Bids should remain valid for **120 days** from the date of opening of tenders from the last date of submission of the Bids.

12. **Earnest Money Deposit.** Bidders are required to submit Earnest Money Deposit (EMD) for amount of **₹ 65,000.00/- (Rupees Sixty Five Thousand only)** in favour of Principal, Sainik school Punglwa along with their bids. The EMD may be submitted in the form of an Account Payee Demand Draft, Fixed Deposit Receipt, Banker's Cheque or Bank Guarantee as per **(Appx C)** from any of the public sector banks or a private sector bank authorized to conduct government business (viz SBI only) as per Form DPM-16. (Available in MoD website). Demand draft & Banker's cheque should be drawn in favour of "Principal, Sainik School Punglwa". EMD is to remain valid for a period of forty-five 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 30th day after the award of the contract. The Bid Security of the successful bidder would be returned, without any interest whatsoever, after the receipt of Performance Security from them as called for in the contract. EMD is not required to be submitted by those Bidders who are registered with the Central Purchase Organisation (e.g. DGS&D), National Small Industries Corporation (NSIC), DGQA or similar procurement organisations of Ministries of the Government of India for the same item/range of products, goods or services for which the tenders have been issued. Firms registered with Units/Establishments of Army, Air Force, Navy or DRDO Labs which do not qualify to be part of Central Purchase Organisations will not be exempted from EMD. The bidder is required to attach the copy of proof for exemption of EMD with their technical offer. The EMD will be forfeited if the bidder withdraws or amends, impairs or derogates from the tender in any respect within the validity period of their tender.

13. **Tender Fee.** Tender fee is set at **Rs. 1000.00 (Rupees One Thousand only)**. If any bidder downloads the tender document from the website, then the bidder must submit cost of tender document by demand draft obtained in favour of the Principal, Sainik School Punglwa from any Nationalised / Scheduled Bank along with submission of bids.

14. **Manner for obtaining the Tender Set.** The tender documents are available for download at **www.sainikpunglwa.nic.in**, the interested firm may download the documents and submit the same along with required tender fees.

15. **Parallel Contract.** The contract concluding authority reserves the right to distribute /apportionment of total requirement between the firms in case it is considered that L1 is not able to meet requirement in full with the same terms and conditions and at L1 rate.

Station: \_\_\_\_\_

Signature of Tenderer(s) \_\_\_\_\_  
(Name & Address in full and Capacity)  
(i.e. Proprietor/ Partner/ Authorised Attorney etc.)

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

Telephone No. (RUBBER STAMP)

## **PART II - ESSENTIAL DETAILS OF ITEMS/ SERVICES REQUIRED**

1. **Schedule of Requirements.** List of items /services required is as per **Appendix 'A'**.
2. **Terms and Conditions.** Terms and Conditions as placed at **Appendix 'B'**.
3. **Requirement of pre-site/ equipment inspection.** Vendors are advised to visit the site at Sainik School Punglwa, Nagaland before submitting the bid.
4. **Delivery Period.** Delivery period for supply of items would be as per the supply order issued from time to time from the effective date of contract and the penalty will be levied at 0.5% of the order value for each day of delay. Extension of contracted delivery period will be at the sole discretion of the Buyer, with applicability of LD clause.

5. **Consignee Details.**

Sainik School Punglwa  
Punglwa BPO  
Medziphema SO  
Dist – Peren (Nagaland)  
PIN – 797106

6. The Vendors are required to attach the following documents along with the Bids:-
- (a) Certificate of firm's registration for GST, sale tax, service tax, excise, TIN and GSTN Registration Certificate.
  - (b) PAN No (Enclosed copy of PAN card duly stamped).
  - (c) Existing infrastructure for execution (Attach details and references).
  - (d) Vendor to specify broad description of each item quoted for and furnishes relevant documents of the same.
  - (e) NEFT/ ECS form.

Station: \_\_\_\_\_

Signature of Tenderer(s) \_\_\_\_\_  
(Name & Address in full and Capacity)  
(i.e. Proprietor/Partner/Authorised Attorney etc.)

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

Telephone No. (Rubber Stamp)

### PART III - STANDARD CONDITIONS OF RFP

**THE BIDDER IS REQUIRED TO GIVE CONFIRMATION OF THEIR ACCEPTANCE OF THE STANDARD CONDITIONS OF THE REQUEST FOR PROPOSAL MENTIONED BELOW WHICH WILL AUTOMATICALLY BE CONSIDERED AS PART OF THE CONTRACT CONCLUDED WITH THE SUCCESSFUL BIDDER (I.E. SELLER IN THE CONTRACT) AS SELECTED BY THE BUYER. FAILURE TO DO SO MAY RESULT IN REJECTION OF THE BID SUBMITTED BY THE BIDDER.**

1. **Law.** The Contract shall be considered and made in accordance with the laws of the Republic of India. The contract shall be governed by and interpreted in accordance with the laws of the Republic of India.

2. **Effective Date of the Contract.** The contract shall come into effect on the date of signatures of both the parties on the contract (Effective Date) and shall remain valid until the completion of the obligations of the parties under the contract. The deliveries and supplies and performance of the services shall commence from the effective date of the contract.

3. **Arbitration.** All disputes or differences arising out of or in connection with the Contract shall be settled by bilateral discussions. Any dispute, disagreement or question arising out of or relating to the Contract or relating to construction or performance, which cannot be settled amicably, may be resolved through arbitration. The standard clause of arbitration is as per Forms DPM-7, DPM-8 and DPM-9 (Available in MoD website).

4. **Penalty for use of Undue Influence.** The Seller undertakes that he has not given, offered or promised to give, directly or indirectly, any gift, consideration, reward, commission, fees, brokerage or inducement to any person in service of the Buyer or otherwise in procuring the Contracts or forbearing to do or for having done or forborne to do "any act in relation to the obtaining or execution of the present Contract or any other Contract with the Government of India for showing or forbearing to show favour or disfavour to any person in relation to the present Contract or any other Contract with the Government of India. Any breach of the aforesaid undertaking by the Seller or any one employed by him or acting on his behalf (whether with or without the knowledge of the Seller) or the commission of any offers by the Seller or anyone employed by-him or acting on his behalf, as defined in Chapter IX of the Indian Penal Code; 1860 or the Prevention of Corruption Act, 1986 or any other Act enacted for the prevention of corruption shall entitle the Buyer to cancel the contract and all or any other contracts with the Seller and recover from the Seller the amount of any loss arising from such cancellation. A decision of the Buyer or his nominee to the effect that a breach of the undertaking had been committed shall be final and binding on the Seller. Giving or offering of any gift, bribe or inducement or any attempt at any such act on behalf of the Seller towards any officer/employee of the Buyer or to any other person in a position to Influence any officer/ employee of the Buyer for showing any favour in relation to this or any other contract, shall render the Seller to such liability/ penalty as the Buyer may deem proper, including but not limited to termination of the contract, imposition of penal damages, forfeiture of the Bank Guarantee and refund of the amounts paid by the Buyer.

5. **Agents / Agency Commission.** The Seller confirms and declares to the Buyer that the Seller is the original manufacturer of the stores/ provider of the services referred to in this Contract and has not engaged any individual or firm, whether Indian or foreign whatsoever, to intercede, facilitate or in any way to recommend to the Government of India or any of its functionaries, whether officially or unofficially, to the award of the contract to the Seller; nor has any amount been paid, promised or intended to be paid to any such individual or firm in respect of any such intercession, facilitation or recommendation. The Seller agrees that if it is established at any time to the satisfaction of the Buyer that the present declaration is in any way incorrect or if at a later stage it is discovered by the Buyer that the Seller has engaged any such individual/firm, and paid or intended to pay any amount, gift, reward, fees, commission or consideration to such person, party, firm or institution, whether before or after the signing of this contract, the Seller will be liable to

refund that amount to the Buyer. The Seller will also be debarred from entering into any supply Contract with the Government of India for a minimum period of five years. The Buyer will also have a right to consider cancellation of the Contract either wholly or in part, without any entitlement or compensation to the Seller who shall in such an event be liable to refund all payments made by the Buyer in terms of the Contract along with interest at the rate of 2% per annum above LIBOR rate. The Buyer will also have the right to recover any such amount from any contracts concluded earlier with the Government of India.

6. **Access to Books of Accounts.** In case it is found to the satisfaction of the Buyer that the Seller has engaged an Agent or paid commission or Influenced any person to obtain the contract as described in clauses relating to Agents/Agency Commission and penalty for use of undue Influence, the Seller, on a specific request of the Buyer, shall provide necessary Information/inspection of the relevant financial documents/Information.

7. **Non-Disclosure of Contract Documents.** Except with the written consent of the Buyer/Seller, other party shall not disclose the contract or any provision, specification, plan, design, pattern, sample or Information thereof to any third party. The vendor will certify that all military Information and data available to him as a part of the project will remain the exclusive property of Principal, Sainik School Punglwa and will not be disclosed to any person not authorized by Principal, Sainik School Punglwa. Failure to comply with this clause will make the vendor liable to action as per law. Non Disclosure agreement is attached as **Appendix 'D'**.

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

9. **Method of Payment of Liquidated Damages.** The amount charged as liquidated damages would be deducted by the Customer from the amount due for payment to you. If the amount of such LD exceeds the payments due to you, you shall within 30 (thirty) days make payment to the Customer in FULL & FINAL settlement of claims less the value of the bank guarantee if encashed.

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 three months after the scheduled date of delivery.
- (b) The Seller is declared bankrupt or becomes insolvent.
- (c) The delivery of material is delayed due to causes of Force Majeure by more than six months provided Force Majeure clause is included in contract.
- (d) The Buyer has noticed that the Seller has utilized the services of any Indian/Foreign agent in getting this contract and paid any commission to such individual/company etc.
- (e) As-per decision of the Arbitration Tribunal.

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 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 Seller has no right to give, bargain, sell, assign or sublet or otherwise dispose of the Contract or any part thereof, as well as to give or to let a third party take benefit or advantage of the present Contract or any part thereof.

13. **Patents-and other Industrial Property Rights.** The prices stated in the present Contract shall be deemed to include all amounts payable for the use of patents, copyrights, registered charges, trademarks and payments for any other industrial property rights. The Seller shall indemnify the Buyer against all claims from a third party at any time on account of the Infringement of any or all the rights mentioned in the previous paragraphs, whether such claims arise in respect of manufacture or use. The Seller shall be responsible for the completion of the supplies including spares, tools, technical literature and training aggregates irrespective of the fact of Infringement of the supplies, irrespective of the fact of Infringement of any or all the rights mentioned above.

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

15. **Taxes and Duties**

(a) If Bidder desires to ask for GST, the same must be specifically stated. In the absence of any such stipulation, it will be presumed that the prices include all such charges and no claim for the same will be entertained.

(b) If reimbursement of any Duty/Tax is intended as extra over the quoted prices, the Bidder must specifically say so. In the absence of any such stipulation it will be presumed that the prices quoted are firm and final and no claim on account of such duty/tax will be entrained after the opening of tenders.

(c) If a Bidder chooses to quote a price inclusive of any duty/tax and does not confirm inclusive of such duty/tax so included is firm and final, he should clearly indicate the rate of such duty/tax and quantum of such duty/tax included in the price. Failure to do so may result in ignoring of such offers summarily.

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

(e) Any change in any duty/ tax upward/ downward as a result of any statutory variation in excise taking place within contract terms shall be allowed to the extent of actual quantum of such duty/tax paid by the supplier. Similarly, in case of downward revision in any duty/ tax, the actual quantum of reduction of such duty/tax shall be reimbursed to the Buyer by the Seller. All such adjustments shall include all relieves, exemptions, rebates, concession etc. if any obtained by the Seller.

Station: \_\_\_\_\_

Signature of Tenderer(s)\_\_\_\_\_

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

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

Telephone No. (Rubber Stamp)



## PART IV - SPECIAL CONDITIONS OF RFP

**THE BIDDER IS REQUIRED TO GIVE CONFIRMATION OF THEIR ACCEPTANCE OF SPECIAL CONDITIONS OF THE RFP MENTIONED BELOW WHICH WILL AUTOMATICALLY BE CONSIDERED AS PART OF THE CONTRACT CONCLUDED WITH THE SUCCESSFUL BIDDER (I.E. SELLER IN THE CONTRACT) AS SELECTED BY THE BUYER. FAILURE TO DO SO MAY RESULT IN REJECTION OF BID SUBMITTED BY THE BIDDER.**

1. **Delivery Period.** Supplies will be made in time and date stipulated without causing any delay. Please note that Contract can be cancelled unilaterally by the Buyer in case items are not received within the contracted delivery period. Extension of contracted delivery period will be at the sole discretion of the Buyer, with applicability of LD clause.

2. **Stage Payment Terms.**

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

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

3. **Security Deposit.** Successful bidder is required to deposit an amount of 5% of the total work order in the form of Demand Draft obtained in favour of the Principal, Sainik School Punglwa from any Nationalised / Scheduled Bank towards Performance Security for 12 months + 60 days. The Security Deposit shall remain valid for a period 60 days beyond the date of completion of all the obligations of supply of the material as per the contract. The deposit will be liable to be forfeited at the time of the breach or nonperformance of the contract by the contractor of any clauses thereof on the part of the contractor.

4. **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, wherever feasible. No advance payment will be made. The payment will be made on the basis of satisfactory certificate by the User.

5. **Paying Authority.** Payment will be made by the Principal Sainik School Punglwa. The payment of bills will be made on submission of the following documents by the Seller to the Paying Authority along with the-bill:-

(a) Ink-signed copy of contingent bill/ Seller's bill.

(b) Ink-signed copy of Commercial invoice/ Seller's bill.

(c) Copy of Supply Order/ Contract Agreement

(d) CRVs in duplicate.

(e) Delivery certificate, Acceptance Certificate.

(f) Bank guarantee for advance, if any.

(g) Guarantee / Warranty certificate (if relevant).

(h) Performance Bank guarantee/ Indemnity bond where applicable.

(j) Details for electronic payment viz Account holder's name, Bank name, Branch

name and address, Account type, Account number, IFSC code, MICR code (if these details are not incorporated in supply order/contract).

(k) Any other documents / certificate that may be provided for in the Supply Order Contract.

(l) User Acceptance,

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

(a) The price charged for the stores supplied under the contract by the Seller shall in no event exceed the lowest prices at which the Seller sells the stores or offer to sell stores of identical description to any persons/ Organization including the purchaser or any department of the Central government or any Department of state government or any statutory undertaking the central or state government as the case may be during the period till performance of all supply Orders placed during the currency of the rate contract is completed.

(b) If at any time, during the said period, the Seller reduces the sale price, sells or offer to sell such stores to any person / organization including the Buyer or any Deptt, of central Govt. or any Department of the State Government or any Statutory undertaking of the Central or state Government as the case may be at a price lower than the price chargeable under the contract, they will forthwith notify such reduction or sale or offer of sale to the Director general of Supplies & Disposals and the price payable under the contract for the stores of such reduction of sale or offer of the sale shall stand correspondingly reduced. The above stipulation will, however, not apply to:-

(i) Exports by the Seller.

(ii) Sale of goods as original equipment at price lower than the prices charged for normal replacement.

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

(iv) Sale of goods at lower price on or after the date of completion of sale/ placement of the order of goods by the authority concerned under the existing or previous Rate Contracts as also under any previous contracts entered into with the Central or State Govt. Depts, including their undertakings excluding joint sector companies and/or private parties and bodies.

(c) The Seller shall furnish the following certificate to the Paying Authority along with each bill for payment for supplies made against the Rate contract – “We certify that there has been no reduction in sale price of the stores of description identical to the stores supplied to the Government under the contract here in and such stores have not been offered/sold by me/us to any person/ Organization including the purchaser or any department of Central Government” or any Department of a state Government or any Statutory Undertaking of the Central or state Government as the case may be upto the date of bill/the date of completion of supplies against all supply orders placed during the currency of the Rate Contract at price lower than the price charged to the government under the contract except for quantity of stores categories under sub-clauses (i), (ii), (iii) and (iv) of sub-para (b) above details of which are given below.....”

8. **Risk & Expense clause.**

(a) Should the stores or any installment thereof not be delivered, within the time, or

times specified in the contract documents, or if defective delivery is made in respect of the stores or any installment thereof, the Buyer shall after granting the Seller 45 days to cure the breach, be at liberty, without prejudice to the right to recover liquidated damages as a remedy for breach of contract, to declare the contract cancelled either wholly or to the extent of such default.

(b) Should the stores or any installment thereof not perform in accordance with the specifications / parameters provided by the SELLER during, the check proof .tests, to be done in the BUYER'S country, the BUYER shall be at liberty, without prejudice to any other remedies for breach of contract, to cancel the contract .wholly or to the extent of such default.

(c) In case of a material breach that was not remedied within 45 days, the. BUYER shall, having given the right of first refusal to the SELLER be at liberty to purchase, manufacture, or procure from any other source as he thinks fit, other stores of the same or similar-description to make good:-

(i) Such default.

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

(d) Any excess of the purchase price, cost of manufacturer, or value of any stores procured from any other supplier as the case may be, over the contract price appropriate to such default or balance shall be recoverable from the SELLER. Such recoveries shall not exceed 10% of the value of the contract."

Station: \_\_\_\_\_

etc.)

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

Signature of Tenderer(s) \_\_\_\_\_  
(Name & Address in full and Capacity)  
(i.e. Proprietor/Partner/Authorised Attorney

Telephone No. (RUBBER STAMP)

## **PART V - EVALUATION CRITERIA & PRICE BID ISSUES**

1. **Evaluation Criteria.** The broad guidelines for evaluation of Bids will be as follows:-
  - (a) Only those Bids will be evaluated which are found to be fulfilling all the eligibility and qualifying requirements of the RFP, both technically and commercially.
  - (b) In respect of Two-Bid system, the technical Bids forwarded by the Bidders will be evaluated by the Customer with reference to the technical characteristics of the equipment/items and terms & conditions as mentioned in the RFP. The compliance of Technical Bids would be determined on the basis of the parameters specified in the RFP. The Price Bids of only those Bidders will be opened whose Technical Bids would clear the technical evaluation
  - (c) The Lowest Bid will be decided upon the lowest price quoted by the particular Bidder as per the Commercial-Bid format given at **App 'A'** to this tender enquiry / RFP. All columns of the Commercial Bids shall be filled in by the bidder and no column should be left blank failing which his bid will be rejected. All taxes and duties (including those for which exemption certificates are issued) quoted by the Bidders will be considered. The ultimate cost to the Customer would be the deciding factor for ranking of Bids.
  - (d) No document is required to be attached with the commercial bid. Bidders are advised to quote the prices keeping the bye-laws in vogue concerning with the present tender. Unreasonably inflated or deflated bids may be avoided. Cutting/alteration made in the tender shall render it invalid. The Principal Sainik School Punglwa reserves the absolute right to reject the tender without assigning reason whatsoever it may be.
  - (e) If there is a discrepancy between the unit price and the total price that is obtained by multiplying the unit price and quantity including standard taxes applicable as on date issued by the Govt., the unit price will prevail and the total price will be corrected accordingly. If there is a discrepancy between words and figures, the amount in words will prevail for calculation of price.
  - (f) The Lowest Acceptable Bid will be considered further for placement of contract after complete clarification and price negotiations as decided by the Buyer.
2. **Price Bid Format.** The Commercial bid format is provided at **App 'A'** along with this tender document at **[www.sainikschoolpunglwa.nic.in](http://www.sainikschoolpunglwa.nic.in)**. Bidders are advised to quote their offer in the permitted column.
3. **Please ensure that this is your best and final offer.**

Your faithfully,

**Enclosures:** As above

**SAINIK SCHOOL PUNGLWA (NAGALAND)**  
**TENDER SCHEDULE: NON-VEG ITEMS**

**1. MEAT FRESH (PORK):-**

(a) The meat shall be the product of healthy, well nourished stock which has been passed as fit for slaughter by any Veterinary Officer/Veterinary Field Assistant/contract operating Officer. All animals tendered will conform to specification for livestock. If the dressed carcass of animals containing thirty three and half percent bones such carcass shall be rejected. The udder will be removed from the carcass before issue.

b. The meat shall be inspected and passed by Officer Operating the contract or his representative before issue to the School. The animals shall be slaughtered and dressed in remises maintained in hygienic conditions. All dressed meat shall be subject to inspection at any time by the local medical contract/Veterinary Officer/Medical Officer. Any carcass or part of it considered by any of them as unfit for consumption even though the animals have been passed fit for slaughter shall be removed immediately by contractor(s) from the butchery at their own expense.

c. In all respects the officer operating the contract shall be the final authority for acceptance or rejection of meat supplied by contractor.

d. Each carcass shall be cut through the middle of the knee and hoof joints and head removed for jhatka approximately half of the neck together with flesh skin and tissues.

e. The spleen shall not be removed when the carcass until it has been inspected.

g. Animals falling under any of the under mentioned categories shall not be slaughtered or purchased for slaughter:-

(i) Pigs below 8 months and above Three years

(iii) Pigs (Castrated or interred) below 1 yr.

**2. POULTRY DRESSED (CHICKEN BROILER) QUALITY:-**

(a) Poultry live shall be healthy and well nourished

(b) The live Birds shall be of the following age and weight:-

SI No	ITEM	AGE IN WEEKS	LIVE WEIGHT IN Kgs	
(i)	Chicken Broiler	6-10	1.5	2.5

3 **INSPECTION:** The inspection of all items supplied will be carried out by a BOO and only their items which are approved by the BOO will be accepted. The rejected items will be brought from the market at the cost of the vendor/contractor.

<b>SI No.</b>	<b>ITEM</b>	<b>APPROX QTY</b>	<b>UNIT</b>	<b>RATE IN ₹ PER 100 KG/NOS</b>
1	Cut Meat Pork	1000	Kg	
2	Chicken Dressed`	10000	Kg	
3	Mutton Dressed	800	Kg	
4	Fish (Roe)	400	Kg	
5	Fish (Katla)	400	Kg	
6	Fish (Pankaj)	2400	Kg	

Date.....

**Authorised Signature  
and Stamp**

**TERMS & CONDITIONS**

1. The contract will be valid for the period commencing from **"From 01 May 2020 to 30 Apr 2021"** (for Supply of Non Veg Ration) from the date of commencement of Agreement. If required the period of contract can be extended at the same rates to a maximum of three months duration by Adm Officer, Sainik School Punglwa.
2. The contractor shall provide Supplies at their own expenses without any advance from the school in such time and place and /or at the School Campus as per the items listed in Appendix to this contract.
3. The Administrative Officer, Sainik School Punglwa may authorise such Officer/ Officers as he may wish to operate the contract on his behalf and the contractor and his agents will accept and carry out instructions given by the Officer or representatives in connection with the contract as if those were issued by the Administrative Officer, Sainik School Punglwa.
4. The Administrative Officer, Sainik School Punglwa or their authorised representative may reject the supplies/Services in whole or in part thereof if the supplies are not in respect or in accordance with the contract in their opinion.
5. The contractor shall not charge or be paid for such supplies rejected as above and such supplies shall be replaced by him at once at his expense.
6. The contractor shall neither claim nor be entitled to payment for any damage that rejected supplies may suffer from cutting, tearing, damage or any other harm incidental during conveyance to a full examination and test of such supplies.
7. The Administrative Officer, Sainik School, Punglwa shall in the event of rejection of supplies be entitled to demand replacement at the contractor's own cost of such supplies of the quantity required or in the event of the latter's failing, declining, neglecting or delaying to comply with any demand or rejection or otherwise not executing the same in accordance with the terms of the contract. The Administrative Officer, Sainik School, Punglwa or the officer operating the contract shall be at liberty (without Prejudice or compensation against loss and inconvenience caused by such breach or non-compliance of the contract) to purchase the items locally if available to procure or to arrange from Govt stores or otherwise at the contractor's own risk and expenses. supplies as may have been rejected or that the contractor may have failed, neglected, declined or delayed to such authorised substitutes thereof as are specified in the schedule thereof and excess cost so incurred in purchasing, procuring (together with all incidental charges) in excess of the contract price shall be recovered from him on demand.
8. All money or compensation payable by the contractor to Sainik School Punglwa under the terms of the contract may be deducted from his security deposit or from any sums, which may be due or may become due to him by the school under the contract.
9. In the event of the security deposit/ Bank guarantee being reduced by reasons of any non-compliance of the contract, the Contractor shall within ten days from the date of being called upon to do so, make good the amount required to complete the security deposit.
10. The Administrative Officer, Sainik School Punglwa may rescind the contract for the following reasons:-
  - (a) If the Contractor assigns or sublets this contract without the Administrative Officer's written approval or if the Contractor attempted to do so.

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

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

(d) In case of recession, the Administrative Officer, Sainik School Punglwa shall be entitled to recover from the contractor on demand any extra expense he may put to in obtaining supplies hereby agreed to be supplied from elsewhere in any manner mentioned in clause 3(f) hereof for the remainder of the period for which this contract was entered into without prejudice to any other remedy he may have.

(e) If the Supplies are not as per the specification given in the schedule to this contract.

11. Notwithstanding anything herein before contained, the Administrative Officer, Sainik School Punglwa may recover from the Contractor as compensation, such sums as he considers reasonable, if he fails to observe or perform any condition of the contract.

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

13. The contractor shall be liable to payment of rent for any building/ house, if and when occupies by him in the course of contract at the rate to be fixed by the Administrative Officer, Sainik School Punglwa.

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

15. If during the currency of the contract, specification or quantity of any article or articles were changed, the contractor shall continue to supply the said article/ articles in accordance with the new specifications / quantity at the rate to be mutually agreed to in writing at the time of such change by the Administrative Officer, Sainik School Punglwa.

16. The contractor shall submit Bills to the Administrative Officer, Sainik School Punglwa in Triplicate in English for all Supplies/Services accepted during the previous month within the first week of current month. Charges for these Bills will always be entered at the same rates as are shown in the schedule attached as Appendix of the contract pertaining to it.

17. The contractor's Security or any balance thereof remaining at the end of the contract shall not be returned to him until his accounts have been finally audited and settled and until he has executed the "No Demand certificate".

18. In the event of any decrease/increase in the school strength and consequently in demand or supplies, the contractor shall comply with the demand at the same rate as per rate schedule attached as Appendix of this contract and shall not be entitled to any compensation.

19. All payments due to the contractor under this contract will be made by cheque/ECR credit to ' \_\_\_\_\_ represented by \_\_\_\_\_ after receipt of items and submission of bills after deducting the applicable Income Tax per Govt rules.



20. Notwithstanding anything to the contrary herein contained, the contract may be terminated by the Administrative Officer, Sainik School, Punglwa by giving the contractor any notice in advance without assigning any reason and without the contractor being entitled for any compensation on this account.
21. By virtue of the Contractor's position as a Contractor, he fully understands that he and his employees and representatives are not to divulge any information in respect of this School that may come to their knowledge regarding strength, composition, location or rates of etc to any unauthorised person/persons.
22. The contractor acknowledges that he has made himself fully acquainted with all the conditions and circumstances under which the supplies required under this contract will have to be made or furnished and with all the terms, clauses, conditions, specifications and other details of the contract and he shall not plead ignorance of any of these as an excuse in case of complaints against or rejection of supplies delivered by him or with a view whether to asking for enhancement of any rates agreed to in the contract or to evading any of the obligation under the contract.
23. All queries relating to the execution of the terms of this agreement and all disputes and differences which shall arise during the progress of work under this agreement or any other matter arising out of or relating to this agreement on the work to be done , or payment or with regard to construction, meaning and effect of this agreement or any part thereof shall be referred to the sole arbitration of the Principal , Sainik School Punglwa whose decision shall be final, conclusive and binding upon the parties at this agreement.
24. The period of contract will be from 01 May 2020 – 31 Apr 2021, extendable in case the need arises by the School upto a period of three months at the discretion of the Administrative Officer, and due approval of the Principal, Sainik School, Punglwa.
25. For any emergent requirement of items on any particular day and at particular time apart from normal, the contractor will have to provide the same at contracted rates.
26. Service tax will be either paid by the contractor and receipt of the same deposited to the Administrative Officer Sainik School, Punglwa or deducted at source.
27. The successful tenderer will execute an agreement in favour of Adm Officer, Sainik School Punglwa on court fee non judicial stamp of appropriate denomination incorporating the above and such other terms and may be prescribed by Adm Officer, Sainik School Punglwa. Income tax deductions will be made as per Govt. rules from the contractor's bills.
28. As per Govt Policy, the suppliers/Vendors should submit the information like Bank A/c No. and other E-Payment details like IFSC Code No. Bank Name, Address, Bank Code (MICR), copy of PAN Number etc., while applying the tender.
29. The sealed tenders will be opened on 18 Feb 20 at 1200 hrs in the office premises of Sainik School Punglwa in the presence of those tenderers who are present.

**BG FORM FOR EARNEST MONEY DEPOSIT**

To,

\_\_\_\_\_  
\_\_\_\_\_

WHEREAS \_\_\_\_\_(Name of Bidder) (hereinafter called "the Bidder" has submitted its Bid dated \_\_\_\_\_ (Date) for the execution of (Name of Contract)\_\_\_\_\_ (hereinafter called "the Bid") in favour of \_\_\_\_\_hereinafter called the "Buyer";

KNOW ALL MEN by these presents that we, \_\_\_\_\_(name of the issuing Bank), a body corporate constituted under the \_\_\_\_\_having its Head Office at \_\_\_\_\_amongst others a branch/office at \_\_\_\_\_ (hereinafter called "the Bank" are bound unto the employer for the sum of Rs \_\_\_\_\_(Rupees \_\_\_\_\_only) for which payment well and truly to be made to the said Employer, the Bank binds itself, its successors and assigns by these presents;

THE CONDITION of this obligation is:

If the bidder withdraws or amends their offer of empanelment before finalization of empanelment by the employer, We undertake to pay to the Employer up to the above amount upon receipt of his first written demand without the Employer having to substantiate his demand, provided that in his demand the Employer will note that the amount claimed by him is due to him owing to the occurrence the above condition.

Notwithstanding anything contained herein

(a) Our liability under this Bank Guarantee shall not exceed Rs. \_\_\_\_\_ (Rupees \_\_\_\_\_only)

(b) This Bank Guarantee is valid up to \_\_\_\_\_ and

(c) We are liable to pay the guaranteed amount or any part thereof under this Bank Guarantee only and only if you serve upon us a written claim or demand on or before \_\_\_\_\_ (mention period of guarantee as found under clause (b) above plus claim period)

Dated \_\_\_\_\_ day of \_\_\_\_\_ 20\_\_\_\_\_

(Signature of the authorized officer of the Bank)  
Name and designation of the officer Seal,  
Name & address of the Bank and address of the Branch

**NON DISCLOSURE OF CONTRACT DOCUMENTS**  
**(Article 22 of DPM 2009)**

Except with the written consent of the BUYER/ SELLER, other party shall not disclose the contract or any, specification, plan, design, pattern, sample or information thereof to any third party.

Company Seal

(Authorised signatory of Company)

Date: 2020