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

SSPN/QM/311/TDR-02/2024-25

Apr 2024

M/s. \_\_\_\_\_

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**REQUEST FOR PROPOSAL (RFP) SUPPLY OF HORSE RATION TO  
SAINIK SCHOOL PUNGLWA FOR THE PERIOD FROM  
01 JUN 2024 – 31 MAY 2025**

**INSTRUCTIONS TO BIDDERS**

Sir,

1. On behalf of the President of India, the sealed bids are invited from bidders for supply of **Horse Ration** as mentioned in Part II of RFP for period from **01 Jun 2024 to 31 May 2025**. The bids will be **received upto 1100hrs on 26 Apr 24**. The bids will be opened in Public at **1200hrs on 26 Apr 24**.

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

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

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

- |     |  |  |
|-----|--|--|
| (a) | <b><u>Bids/queries to be addressed to:</u></b>           | The Principal, Sainik School Punglwa.<br>Punglwa BPO, Medziphema SO,<br>Dist – Peren; Nagaland<br>Pin - 797106 |
| (b) | <b><u>Name/designation of the contact personnel</u></b>  | : Adm Officer<br>Sainik School Punglwa   |
| (c) | <b><u>Telephone numbers of the contact personnel</u></b> | : 03839-262002<br>9402988732/988754669   |
|     | E-mail ids   | : <a href="mailto:sspunglwa@sainikschoolsociety.in">sspunglwa@sainikschoolsociety.in</a>                       |

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-  
(Sudhir Kumar)  
Lt Col  
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: 2024

\_\_\_\_\_  
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:** **26 Apr 2024 by 11.00 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 two sealed envelopes should be dropped in Tender Box marked as “**TENDER FOR SUPPLY OF HORSE RATION**”:-
  - (a) Technical Bids - envelope to be Subscribed as “**TECHNICAL BID**”
  - (b) Commercial Bids. - envelope to be Subscribed as “**COMMERCIAL BID**”
  - (c) Bid security declaration certificate as ‘EMD’ – attached along with Technical Bid**(Late tenders will not be considered. Bids sent by mail, fax or e-mail will not be considered.)**
- (b) **Time and date for opening of Commercial Bids :** **26 Apr 2024 at 1200hrs**

*(If due to any exigency, the due date for opening of the Bids is declared a closed holiday, the Bids will be opened on the next working day at the same time or on any other day/time, as intimated by the Buyer).*
3. **Location of the Tender Box:** Adm Block, Sainik School Punglwa, Punglwa BPO, Medziphema SO, Pin – 797106, Dist - Peren. Tender Box will be marked as “**TENDER FOR SUPPLY OF HORSE RATION AT SAINIK SCHOOL PUNGLWA**”. Only those Bids that are found in the tender box will be opened.
4. **Place of opening of the Bids:** Adm Block, Sainik School Punglwa, Punglwa BPO, Medziphema SO, Pin – 797106, Dist-Peren. The Bidders may depute their representatives, duly authorized in writing, to attend the opening of Bids on the due date and time.
5. **The cost of the Tender document.** The vendor/firm can purchase this Tender document from Sainik School Punglwa, Punglwa BPO, Medziphema SO, Pin – 797106, Dist-Peren at the cost of Rs 100/- in favour of **The Principal, Sainik School Punglwa, SBI Medziphema, Branch Code - 6759**. Vendor can use downloaded Tender documents free of cost.
6. **Two-Bid System.** Two-Bid system has been adopted and only the **Technical Bid** would be opened on the time and date mentioned above. Opening of the Commercial Bid will be done 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.
7. **Forwarding of Bids.** Three sealed envelopes containing (a) **Technical Bid**, (b) **Commercial Bid** and (c) **EMD (Bid Securing Declaration)** Certificate along with their bids as per **Appendix –C**) should subscribed as “**Technical Bid**”, “**Commercial Bid**” 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 is to be placed in an envelope subscribed as “**TENDER FOR SUPPLY OF HORSE RATION**” top of it and sealed properly is to be dropped in Tender Box placed near the Reception Centre. The tender box will be subscribed as “**TENDER FOR SUPPLY OF HORSE RATION**”.
8. **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.
9. **Modification and Withdrawal of Bids:** A bidder may modify or withdraw his bid after submission provided that the written notice of modification or withdrawal is received by the 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.

10. **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.

11. **Rejection of Bids:**

(a) Canvassing by the Bidder in any form, unsolicited letter and post tender correction may invoke summary rejection with forfeiture of EMD. Conditional tenders will be rejected.

(b) Prices quoted unreasonably higher or lower from LPP/prevaling marketrates will be rejected out rightly.

12. **Validity of Bids:** The Bids should remain valid till 180 days from the last date of submission of the Bids.

13. **Earnest Money Deposit:** Bidders are required to submit Earnest Money Deposit (EMD) for amount of **Rs 10,000.00/- (Rupees Ten Thousand only)** in favour of **Principal, Sainik School Punglwa, SBI Medziphema, Branch Code - 6759** along with their technical bids, **“Bid Securing Declaration”** Certificate along with their bids as per **Appendix –C** attached to this RFP (Refer Para 4 of Office Memorandum No F.9/4/2020-PPD dated 12 Nov 2020 Govt of India, Min of Def, Department of Expenditure Procurement Policy Division). **If the bidders don't submit the “Bid securing Declaration” Certificate then it will lead to disqualification. Any violation of the clauses of Bids will lead to disqualification of firm in participation any other bids of the organization for one year.**

14. Price must be quoted on F.O.R at Sainik School Punglwa, 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 Punglwa.

15. 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.

16. Any further information required on application can be obtained on any working day between 09 AM to 03 PM addressed to **Sainik School Punglwa, Punglwa BPO, Medziphema SO, Dist – Peren, Pin – 797106, Nagaland.**

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

18. These instructions on “Invitation of Bid” are to be signed by you and returned along with your bids.

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

1. **Schedule of Requirements:** The contract is with effect **from 01 Jun 2024 to 31 May 2025** which may be extended by the competent authority as per the provisions enshrined in DPM/GFR. List of items required placed as **Appendix ‘B’** to this RFP.

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

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

4. **Delivery Period:** Items are required to be delivered at **Sainik School Punglwa premises at Horse Stable**, 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 1400 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 Punglwa 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 their 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 Jun 2024** 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 Punglwa 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 offence by the Contractor or anyone employed by him or acting on his behalf, as defined in Chapter IX of the Indian Penal Code, 1860 or the Prevention of Corruption Act, 1986 or any other Act enacted for the prevention of corruption shall entitle the Customer to cancel the contract and all or any other contracts with the Seller and recover from the Seller the amount of any loss arising from such cancellation. A decision of the Customer or his nominee to the effect that a breach of the undertaking had been committed shall be final and binding on the Seller. Giving or offering of any gift, bribe or inducement or any attempt at any such act on behalf of the Seller towards any officer/employee of the Customer or to any other person in a position to influence any officer/employee of the Customer for showing any favour in relation to this or any other contract, shall render the Contractor to such liability/penalty as the Customer may deem proper, including but not limited to termination of the contract, **imposition of penal damages, forfeiture of the Bank Guarantee and refund of the amounts paid by the Buyer.**

6. **Agents/Agency Commission:** The contractor confirms and declares to the Customer that the Contractor is the original manufacturer of the stores/provider of the services referred to in this Contract and has not engaged any individual or firm, whether Indian or foreign whatsoever, to intercede, facilitate or in any way to recommend to the Government of India or any of its functionaries, whether officially or unofficially, to the award of the contract to the Contractor; nor has any amount been paid, promised or intended to be paid to any such individual or firm in respect of any such intercession, facilitation or recommendation. The Contractor agrees that if it is established at any time to the satisfaction of the Customer that the present declaration is in any way incorrect or if at a later stage it is discovered by the Customer that the Contractor has engaged any such individual/firm, and paid or intended to pay any amount, gift, reward, fees, commission or consideration to such person, party, firm or institution, whether before or after the signing of this contract, the Contractor will be liable to refund that amount to the Customer. The Contractor will also be debarred from entering into any supply Contract with the Government of India for a minimum period of five years. The Customer will also have a right to consider cancellation of the Contract either wholly or in part, without any entitlement or compensation to the Contractor who shall in such an event be liable to refund all payments made by the Customer in terms of the Contract along with interest at the rate of 2% per annum above **LIBOR rate**. The Buyer will also have the right to recover any such amount from any contracts concluded

earlier with the Government of India.

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

8. **Non-Disclosure of Contract Documents:** Except with the written consent of the Customer/Contractor, other party shall not disclose the contract or any provision, specification, plan, design, pattern, sample or information thereof to any third party.

9. **Liquidated Damages:** In the event of the Contractor failure to submit the stores, supply the stores/goods as specified in this contract, the Customer may, at his discretion, withhold any payment until the completion of the contract. The Customer may also deduct from the Contractor as agreed, liquidated damages to the sum of 0.5% of the contract price of the delayed/undelivered stores/services mentioned above for every day of delay or part of a day, subject to the maximum value of the Liquidated Damages being not higher than 10% of the value of delayed stores.

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

- (a) The delivery of the material is delayed for causes not attributable to Force Majeure for more than one week beyond stipulated time.
- (b) The Seller is declared bankrupt or becomes insolvent.
- (c) The delivery of material is delayed due to causes of Force Majeure for more than one week.
- (d) The Buyer has noticed that the Contractor has utilized the services 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.
- (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 entertained 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.** Tenderer whose tender is accepted has to furnish the Security Deposit by way of Account Payee Demand Draft or Fixed Deposit Receipt from a Commercial bank or Bank Guarantee from a Commercial bank **for a sum equal to 3% of contract value within 15 days of receipt of the confirmed order (Refer Para 3 of the Office Memorandum No F. 9/4/2020-PPD dated 12 Nov 2020, Govt of India, Min of Fin, Department of Expenditure, Procurement Policy Division, 512 Lok Nayak Bhawan, New Delhi) . Security Deposit amount should be valid up to 60 days beyond the date of completion of contractual obligations.** The Security Deposit will be returned to the contractor on successful completion of all his obligations under the contract. In case the term of the contract is extended at mutual consents, the tenderer must get revalidated, if not already valid. The specimen of PBG 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 Punglwa, Nagaland.

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 Punglwa and payment will be made by Budget head of Dietary Charges of Sainik School Punglwa. 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 SupplyOrder/ Contract.

**(j) Payment will be made against each staggered supply order within 15 days of supply of items as per actual supply received and against invoice submitted by the supplier.**

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

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

(b) If at any time, during the said period the Customer reduces the price, sells or offer to sell such services to any person/organization including the Contractor, any Dept, of central Govt. or any Department of the State Government or any Statutory undertaking of the Central or state Government as the case may be at a price lower than the price chargeable under the contract, the shall forthwith notify such reduction or sale or offer of sale to the Director general of Supplies & Disposals and the price payable under the contract for the stores of such reduction of sale or offer of the sale shall stand correspondingly reduced.

10. **Risk & Expense Clause**: Should the stores thereof not be delivered/carried out within the time or times specified in the contract documents, or if defective delivery is made in respect of the stores, the Buyer shall after granting the Seller 24 (Twenty four) hours to cure the breach, be at liberty, without prejudice to the right to recover liquidated damages as a remedy for breach of contract, to declare the contract as cancelled either wholly or to the extent of such default.

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

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

i. Such default.

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

c) Any excess of the purchase price or value of any stores procured from any other supplier as the case may be, over the contract price appropriate to such default or balance shall be recoverable from the SELLER. 100% recovery will be made from SELLER.

11. **Force Majeure**: Should any Force Majeure circumstances arise, each of the contracting party shall be excused for the non-fulfillment or for the delayed fulfillment of any of its Contractual obligations, if the affected party within 07 days of its occurrence informs the other party in writing. Force Majeure shall mean fires, floods, natural disasters or other acts, that are unanticipated or unforeseeable, and not brought about at the instance of the party claiming to be affected by such event, or which, if anticipated or foreseeable, could not be avoided or provided for, and which has caused the non-performance or delay in performance, such as war, turmoil, strikes, sabotage, explosions, quarantine restriction beyond the control of either party. A party claiming Force Majeure shall exercise reasonable diligence to seek to overcome the Force Majeure event and to mitigate the effects thereof on the performance of its obligations under this contract.

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

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

- |                              |  |
|------------------------------|--|
| (a) First Complaint          | - Verbal Warning   |
| (b) Second & Third complaint | - Written Warning  |
| (c) Fourth & Fifth Complaint | - Deduction of ¼ amount of the monthly bill.   |
| (d) Sixth Complaint          | - Issue of show Cause notice and right of termination<br>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 Punglwa as such shall not be a party to it.

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

16. **Quality Assurance:** The goods supplied under the contract should conform to the standards, quality and specifications as mentioned in Part-II of this RFP. The item should be of the NON-VEG, 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 Punglwa, or any officer designated by Principal, Sainik School Punglwa.** 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 Punglwa** as such shall not be a party to it.

19. Any further information required can be obtained on application on any working day between 1300 hrs to 1500 hrs from the Sainik School Punglwa, Peren, Nagaland – 797106.

20. The Officer operating the contract will be the Sainik School Punglwa, Peren, Nagaland – 797106.

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

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

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

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

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

1. **Evaluation Criteria** - The broad guidelines for evaluation of Bids will be as follows:-

(a) Only those Bids will be evaluated which are found to be fulfilling all the eligibility and qualifying requirements of the RFP.

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

(c) The Bidders are required to spell out the rates of GST etc in unambiguous terms only. 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. GST should be quoted in columns mentioned 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 Punglwa 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 Punglwa 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  
(Sudhir kumar)  
Lt Col  
Adm Officer  
for Principal

**DETAILS OF VENDOR**

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

7.	<b>Details of Registration</b> <i>(Attach proof of valid registration)</i>  (a) NSIC/ SSI  (b) MSME  (c) Sainik School Punglwa & Other Defence Departments  (c) Departments  (d) Other Govt Departments	(Tick (√) <b>Yes/No</b> & give details if YES)  (Yes / No)  (Yes / No)  (Yes / No)  (Yes / No)  (Yes / No)
8.	<b>If yes, give the following details :-</b>  (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 HORSE RATION Ration	
10.	Have You Got ISO Certification, If yes give details <i>(attach copy of certification)</i>	

10. Following documents, duly self attested, will be essentially attached for qualifying/consideration of bid :-
- GST Number.
  - PAN Card & Aadhar Card of the owner/proprietor.
  - PAN Card of the firm
  - IT returns of previous year 2018-19, 2019-20 & 2020-21 (As applicable).
  - Registration letter as per para 7, if held
  - Bank Details : Cancelled Bank Cheque (OR) mandate form issued by bank
  - GST Return for last one year having minimum returned filed of Rs 10 Lakhs (as applicable)
  - FSSAI Certificate for providing Horse Ration (as applicable)**
  - “Bid Securing Declaration”** Certificate attached along with their bids as per **Appendix –C**

**APPENDIX-B**

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

**COMMERCIAL BIDS FOR HORSE RATIONS FOR THE PERIOD  
FROM 01 JUN 2024 TO 31 MAY 2025 FOR SAINIK SCHOOL  
PUNGLWA**

I, (Name) \_\_\_\_\_ proprietor /owner/director of \_\_\_\_\_

\_\_\_\_\_ hereby offer the following rates for the under mentioned item:-

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

1. Quote your lowest possible rate for each of the items listed above. The rate must include all taxes, charges, transportation, etc.

2. The orders will be placed on quarterly basis where the quantity of demand may vary in different quarters. All items should be supplied at Sainik School, Punglwa Campus at the vendor's expenditure.

Sl No.	Item	Approx Qty (in Kg)	Rate Rs (per Kg) (Inclusive of all taxes)
1.	Gram Crushed	2500	
2.	Wheat Bran	4000	
3.	Barley	3000	
4.	Salt	150	
5.	Jaggery	200	

Signature \_\_\_\_\_

Date:  
Station:

Firms Stamp

**APPENDIX - C**

*(Refer Para 14 of Part-I of RFP)*

**BID SECURING DECLARATION CERTIFICATE**

Tender No: \_\_\_\_\_

Dated : \_\_\_\_\_

To (Insert complete name and address of the purchaser) I/ We. The undersigned, declare that:

I/We understand that, according to your conditions, bids must be supported by a BidSecuring Declaration.

I/We accept that I/We may be disqualified from bidding for any contract with you for a period of one year from the date of notification if I am /we are in a breach of any obligation under the bid conditions , because I/ We

(a) Have withdrawn/modified/ amended, impairs or derogates from the tender , my/ our Bid during the period of bid validity specified in the form of Bid; or

(b) Having been notified of the acceptance of our Bid by the purchaser during the period of bid validity (i) fail or reuse to execute the contract, if required, or (ii) fail or refuse to furnish the performance Security, in accordance with the Instructions to Bidders.

I/We understand this Bid Securing Declaration shall cease to be valid if I am/ we are not the successful Bidder, upon the earlier of (i) the receipt of your notification of the name of the successful Bidder; or (ii) thirty days after the expiration of the validity of my/our Bid.

Signed: \_\_\_\_\_  
are shown)

(Insert signature of person whose name and capacity

In the Capacity of  
Declaration)

(insert legal capacity of person signing the Bid Securing

Duly authorized to sign the bid for an on behalf of (insert complete name of Bidder)

Date on \_\_\_\_\_ day of \_\_\_\_\_ (insert date signing)

Corporate Seal (where appropriate)

**(Note : In case of a joint Venture, the Bid Securing Declaration must be in the name of all partners to the joint Venture that submits the bid)**



**CERTIFICATE TO BE SUBMITTED BY**  
**BIDDER**

This is to certify that \_\_\_\_\_ is my official mobile number and \_\_\_\_\_ is my official e-mail id. Any Communication done by the buyer on these above said mobile number through buyer official mobile/e-mail will be treated as an official communication. Buyer reserves the rights to produce these communications during legal proceedings as a form of legal communication from buyer.

Date:

2024

\_\_\_\_\_  
Signature of  
Tenderer

\_\_\_\_\_  
(Name in Block letter)  
(Capacity i.e. Proprietor/Partner  
withstamp)

## CHECK LIST

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

1. Sealed bids envelope marked as “**TENDER FOR SUPPLY OF HORSE RATION**”

should contain following two sealed envelopes :-

(a)	Technical Bids	- <i>envelope to be Subscribed as</i>	“TECHNICAL BID”
(b)	Commercial Bids.	- <i>envelope to be Subscribed as</i>	“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) “**Bid Securing Declaration**” Certificate attached along with their bids as per **Appendix –C**.
- (b) GST Number.
- (c) PAN Card & Aadhar Card of the owner/proprietor.
- (d) PAN Card of the firm
- (e) IT return of Previous year 2021-22, 2022-23 and 2023-24 (as applicable).
- (f) Bank details : Cancelled Bank Cheque (OR) Mandate form issued by Bank with Bank Account No & date of the A/c Holder, UFSC Code, Bank Name Branch, Address, MICR Code etc.
- (g) GST Return for last one year having minimum returned filed of Rs 10 Lakhs(as applicable).
- (h) **FSSAI Certificate** for providing Horse Ration (as applicable).

3. Please sign all the pages of the RFP duly stamped for submission of **Technical Bid**. However, **Appendix ‘B’ & Appendix-‘C’** 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** : **26 Apr 2024 by 1100hrs**
- ⇒ **Time and date for opening of Technical Bids** : **26 Apr 2024 by 1200hrs**
- ⇒ **Time and date for opening of Commercial Bids** :