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Sainik School Nalanda
 Village- Nanand
 PO - Pawapuri
 Dist - Nalanda
 Bihar - 803 115

SSNL/3007/Non-Veg/2022/01

20 May 2022

M/s

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(Name of the Firm)

REQUEST FOR PROPOSAL (RFP) FOR FINALIZATION OF RATE CONTRACT FOR SUPPLY OF FRESH CHICKEN, MUTTON, FISH & EGGS TO SAINIK SCHOOL NALANDA FOR THE PERIOD FROM 01 JUL 2022 TO 30 JUN 2023

The Bids under Open Tender Enquiry are invited by SAINIK SCHOOL NALANDA for and on behalf of the President of India for Supply of Fresh Chicken, Mutton, Fish & Eggs to Sainik School Nalanda for the period from 01 Jul 2022 to 30 Jun 2023. The RFP reference number is SSNL/3007/Non-Veg/2022/01 dated 20 May 2022. It can be viewed and downloaded from Central Public Procurement Portal (CPPP) website www.eprocure.gov.in

1. Bids in sealed cover are invited for finalization of Rate Contract for providing **Supply of Fresh Chicken, Mutton, Fish & Eggs to Sainik School Nalanda for the Period From 01 Jul 2022 to 30 Jun 2023** as listed in Part-II of this RFP. Please super scribe the above-mentioned Title and our letter reference on the sealed cover to avoid the Bid being misplaced.

2. **Pre-bid conference.** The Pre Bid conference for this RFP would be held at Sainik School Nalanda at **1100 hrs on 31 May 2022** to discuss and firm up the technical specifications of items against this RFP. The prospective bidders are requested to attend the Pre-Bid meeting. Bidders participating in the Pre Bid Meeting may authorize their dealers/distributors to submit bids with the authorization certificate issued by the bidders participated in the Pre Bid Meeting. During the Pre-Bid Meeting, the school will present in front of the bidder requirement of the school. The technical specifications given with respect to Supply of Fresh Chicken, Mutton, Fish & Eggs will be discussed. Any suggestion/deviation/modification/amendment in the already issued Technical Specifications of the items, provided by the bidders will be analyzed by the school, and if required, will be incorporated in the Technical Bid against this RFP. The incorporation of such amendments will be published through Corrigendum to RFP on CPPP, if required. **The bidders / firms participating in the Pre Bid Meeting will only be allowed to participate further in the tender process. The bids of the firms/ bidders who have not participated in the pre bid will be summarily rejected.**

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

(a)	RFP download website address-	www.eprocure.gov.in
(b)	Bids/ queries to be addressed to-	The Principal, Sainik School Nalanda, Village- Nanand, PO- Pawapuri, Distt- Nalanda, Bihar - 803115
(c)	Postal address for correspondence-	Same as Para 3(b) above
(d)	Name/ designation of the contact person-	Administrative Officer Sainik School Nalanda Village - Nanand, PO - Pawapuri Dist - Nalanda, Bihar - 803115
(e)	Telephone number of the contact person -	6201750249
(f)	E-mail address of the buyer	ssnl12oct2003@gmail.com

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4. 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. which will be part of the contract.
- (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 of contract 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.

5. **This RFP is being issued with no financial commitment. Principal, Sainik School Nalanda, the buyer reserves the right to change and vary any part thereof at any stage. Principal, Sainik School Nalanda also reserves the right to withdraw the RFP without giving any justification and intimation, if it becomes necessary at any stage.**

PART I- GENERAL INFORMATION

1. **Last Date and Time for Depositing the Bids** - 13 Jun 2022 by 1000h.

2. **Eligibility Criteria and Conditions for Submitting Bids.** The following are the minimum eligibility criteria and conditions for the firm/bidders to participate in the bidding process for **“Supply of Fresh Chicken, Mutton, Fish & Eggs to Sainik School Nalanda for the period from 01 Jul 2022 to 30 Jun 2023. The bidder is required to submit the following documents/ certificates/ licences alongwith the Technical Bid:-**

- (a) GST registration Certificate of the firm.
- (b) PAN Card & Aadhar Card of the owner/ proprietor/ firm.
- (c) Copies of ITRs submitted for the last year.
- (d) Bank Details: Cancelled Bank Cheque (OR) mandate form issued by the bank.
- (e) Certificate of Experience starting from the year 2016 onwards for providing/ supplying Fresh Chicken, Mutton, Fish & Eggs to any educational school/ state or Central Govt Depts/ any PSU bodies. SO/ PO copies/ copy of contract agreement to be submitted.
- (f) Latest audited Financial Statements/ Balance Sheet of the firm for the last one year showing annual financial turnover.
- (g) Complete form consisting detail of the vendors/ firm as mentioned in the **Appendix ‘A’**
- (h) A declaration to the effect that the bidder has not been banned from dealing/ blacklisted by any of the organization at any point of time and no criminal/ civil case is pending against the said bidder.
- (j) An undertaking signed by the authorised signatory of the firm stating that all the terms and conditions given in the RFP and other documents as part of RFP for providing services to Sainik School Nalanda are acceptable.
- (k) All the supporting documents are to be submitted alongwith the technical bid by the bidder. All these documents should be self-attested by the authorized signatory of the firm.
- (l) FSSAI Certificate for providing Fresh Chicken, Mutton, Fish & Eggs (as applicable)

3. **Manner of Depositing the Bids.** Bids should be submitted by Bidders under their original memo / letter pad inter alia furnishing details like GST, Bank details (account number, IFSC/ MICR code and address) for Electronic Fund Transfer, etc with complete postal & e-mail address of their office. The manual sealed Bids (both Technical and

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Commercial) should be either dropped in the RFP Box kept at the Main Gate of Sainik School Nalanda or sent by Registered Post/ Speed Post to the Principal Sainik School Nalanda so as to reach to him by the due date and time. The responsibility to ensure this lies with the Bidder. The bids must be deposited/ sent in the following manner:-

- (a) **Both Technical and Commercial Bids are to be sealed in separate envelopes and both these envelopes are to be sealed in single large envelope.**
- (b) **EMD should be attached along with the Technical Bid in the sealed envelope and not with the Commercial Bid.**
- (c) The envelopes should be clearly marked as **Technical or Commercial Bid** with date of opening and description of item.
- (d) The responsibility to ensure adherence to the above terms and conditions lies with the Bidder.
- (e) Late bids will not be considered. No responsibility will be taken for postal delay or non delivery/ non-receipt of Bid documents. Bids sent by FAX or e-mail will not be considered.
- (f) The bid envelopes should be clearly marked as **"BIDS FOR FINALISATION OF RATE CONTRACT FOR SUPPLY OF FRESH CHICKEN, MUTTON, FISH & EGGS TO SAINIK SCHOOL NALANDA FOR THE PERIOD FROM 01 JUL 2022 TO 30 JUN 2023"**.

4. **Two Bid System.** The bids are to be provided on Two Bid System i.e. Technical bids consisting of all technical details along with commercial terms and conditions in a separate envelope and Financial bid indicating item-wise price for the items mentioned in the technical bid and all other commercial terms and conditions.

- (a) The sealed technical bids will be opened on the time and date mentioned above.
- (b) Date of opening of the Commercial Bids will be intimated after acceptance of the Technical Bids to only those firms who have qualified for the technical bid either telephonically or through email.
- (c) Commercial Bids of only those bidders/firms will be opened, whose Technical Bids are found compliant/suitable after Technical evaluation is done by the Buyer.
- (d) The price bids of qualifying firms will be opened after approval of the TEC recommendations by CFA after due verifications of the credibility and capacity of the firm.

5. **Location of the RFP Box.** **At Main Gate, Sainik School Nalanda.** Only those Bids that are found in the RFP box or received by registered/speed post will be opened. Bids dropped in the wrong RFP Box will be rendered invalid.

6. **Place of Opening of the Bids.** **Administrative Block, Sainik School Nalanda.** The Bidders may depute their representatives, duly authorized in writing, to attend the opening of Bids on the due date and time. The bid opening date will not be postponed on the ground of non-presence of representative of bidders. Representative of bidders attending bid opening should be in possession of authority letter issued on the letter head of the firm duly signed and stamped. In case of non-production of authority letter, they would not be allowed to participate in the bid opening. The bidder/ his representative can represent only one firm.

7. **Time and Date for Opening of Technical Bids.** **13 Jun 2022 at 1200h.**

8. **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 03 (Three) days prior to the date of opening of the Bids. Copies of the query and clarification by the purchaser will be sent only to the bidders who have sought clarification on this RFP.

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 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, which is 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 last date and time 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).

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10. **Clarification Regarding Contents of the Bids.** During evaluation and comparison of bids, the Buyer may, at its discretion, ask the bidder for clarification of his bid. The request for clarification will be given in writing and no change in prices or substance of the bid will be bought, offered or permitted. Post-bid clarification on the initiative of the bidder will not be entertained.
11. **Rejection of Bids.** Canvassing by the Bidder in any form, unsolicited letter and post-bid correction will invoke summary rejection with forfeiture of EMD. Conditional bids will not be accepted and rejected without giving any reason.
12. **Unwillingness to Quote.** Bidders unwilling to quote should ensure that intimation to this effect reaches before the due date and time of opening of the Bid, failing which the defaulting Bidder may be de-listed for the given range of items as mentioned in this RFP.
13. **Validity of Bids.** The Bids must remain valid for a period of 90 days from the last date of submission of the Bids.
14. **Earnest Money Deposit (EMD).** **Bidders are required to submit Earnest Money Deposit (EMD) for an amount of Rs 50,000/- (Rupees Fifty Thousand Only) 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 issued by any of the public sector bank or a private sector bank authorized to conduct government business (viz ICICI Bank Ltd/ Axis Bank Ltd/ HDFC Bank Ltd only) as per Form DPM-13. (Available on MoD website and can be provided on request). **EMD should be in favour of Principal Sainik School Nalanda. EMD is to remain valid for a period of forty-five days beyond the final bid validity period i.e. total 135 days from the last date of submission of bids.** EMD of the unsuccessful bidders will be returned to them without any interest 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, only after the receipt of Performance Bank Guarantee from them as called for in the contract. **Bidders who are registered with the Central Purchase Organization (e.g. DGS&D), National Small Industries Corporation (NSIC), Ministry of Defence for the same items/ range of products, goods or services for which the RFP has been issued are exempted from submission of EMD. The bidders claiming exemption of EMD are to submit the copy of certificate/ proof for exemption of EMD alongwith their Technical Bids. Firms registered with Sainik Schools/ Units/ Establishments of Army, Air Force, Navy will not be exempted from submission of EMD. The EMD will be forfeited, if the bidder withdraws or amends or impairs or derogates from the bid process in any respect within the validity period of their bid.**
15. Bidders should take into account any corrigendum published on the CPPP website (www.eprocure.gov.in) with respect to this RFP before submitting their bids.
16. **Periodicity of RC.** The RC will be concluded for a period of one year, which will remain valid from **01 Jul 2022 to 30 Jun 2023.**
17. **Extension of RC.** Principal Sainik School Nalanda has the right to extend the existing rate contracts with same terms, conditions etc. for a maximum period of 03 months, either monthly or wholly, with the consent of the rate contract holders. The notice for extension of RC will be issued 30 days prior to the expiry of RC. The suppliers are to give their consent for willingness/ unwillingness for extension of RC within 10 days from the issue to such notice. If any suppliers fail to submit the consent, it will be presumed that he is unwilling for extension of RC. The extension of RC will be communicated to RC holder in writing. Mere issue of notice for seeking RC holders' consent is not to be considered as grant of extension of RC.
18. **Special Conditions Applicable for Rate Contract.** Some conditions of rate contract differ from the usual conditions applicable for other contracts. Some such important special conditions of rate contract are as follows:-
- RC is in the nature of standing offer and a legal contract comes into being only when a supply order is placed by the Principal, Sainik School Nalanda or his authorised representative.
 - In the Schedule of Requirement, no quantity is mentioned; only the anticipated drawal is mentioned without any commitment.
 - The purchaser reserves the right to conclude more than one rate contract for the same item.

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- (d) The purchaser as well as the supplier may withdraw the rate contract by serving suitable notice to each other. The prescribed notice period is thirty days.
- (e) The purchaser has the option to renegotiate the price with the rate contract holder(s).
- (f) In case of emergency, the purchaser may purchase the same item through ad-hoc contract with a new supplier.
- (g) The rate contract will be guided by "Fall Clause".

19. **Every page of the RFP should be signed and rubber stamped by the bidder. It should also be signed wherever there is overwriting and cutting.**

20. Bidders are to go through the RFP advertisement and the RFP document carefully to understand the documents required to be submitted as part of the bid. Please note the number of covers in which the bid documents have to be submitted, the number of documents- including the names and contents of each of the document that need to be submitted. Any deviations from these may lead to rejection of the bid(s).

PART II- ESSENTIAL DETAILS

1. **SCHEDULE OF REQUIREMENT.** The contract is for one year with effect from **01 Jul 2022 to 30 Jun 2023.** Weekly/ Fortnightly/ Monthly schedule of Fresh Chicken, Mutton, Fish & Eggs is given below (Rates to be quoted per denomination). List of items required placed as **Appendix 'B'** to this RFP and as well as given below

S No	Items	Acct Uuit	Approx Quantity Required per week (in Kgs/ Nos)	Quantity Required fortnightly (Approx) (in Kgs/ Nos)	Total Quantity Required for one year (Approx in Kgs/ Nos)
a	Chicken (Hen) dressed w/o neck & liver (weight of the chicken should not be more than 2 Kg)	Kgs	180 (Thrice a week)	360	7,000
b	Fish Katla size 1 Kg to 3 Kg without head (Local)	Kgs		60 (Once in two Months)	300
c	Mutton fresh & best quality of goat (Khassi)	Kgs		80 (Once two Months)	400
d	Eggs	Nos	1,600 (Twice a week)	3,200	62,000

Note: Certain items may not be required at all in case of non-availability of funds or the requirement. No claim for any compensation on this account will be admissible. The above mentioned requirements are anticipatory and no minimum drawl is guaranteed.

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

3. **Two-Bid System.** Bidders are required to furnish clause by clause compliance of specifications bringing out clearly the deviations from specifications, if any. The bidders are to submit the Technical Compliance statement in the format attached as **Appendix 'C'** to this RFP as part of the Technical Bids alongwith required documents/ certificates.

4. **Contract Operationalisation Period.** **The contract shall come into effect from 01 Jul 2022 and will be valid till 30 Jun 2023, unless otherwise terminated before.** The contract can be cancelled unilaterally by the Principal, Sainik School Nalanda in case of supply/ services of the items are not satisfactory and are not received within the contracted delivery period. Extension of contracted delivery period will be at the sole discretion of the Principal, Sainik School Nalanda, with applicability of Liquidity Damage (LD) clause.

5. **Terms of Delivery.**

- (a) All the items are to be supplied against the Supply Order issued by this school and to be delivered to consignee (Sainik School Nalanda premises) under contractor's own arrangement and as per delivery

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schedule specified in the Supply Order with 12 hours to two days Provisions. Supply of articles demanded have to be supplied on Sunday/ Govt. holidays also.

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

(c) The items are to be supplied with delivery challan on the basis of supply / purchase order issued by this office on each occasion. If any difficulties occurred in normal supply, such as demanded items are not available locally, the matter to be intimated to this office well in advance.

(d) Bills are to be submitted in duplicate on completion of all the obligations of supply of the material as per the contract (After fifteen day or two week) for payment. Payment will be made on monthly basis through ECS/ NEFT.

(e) No request for change of rates will be accepted unless levy of additional taxes by the Govt. The fresh provisions will be supplied by the firm should be covered in the hygienic packing material of good quality without any extra cost.

(f) Eggs to be supplied in Egg tray. The contractor will not claim for the return of the Eggs trays.

6. **Delivery Period.** Items are required to be delivered at Sainik School Nalanda premises at Cadet's Mess, in full quantity, as requested in written together with challan in duplicate and bill is to be submitted in triplicate duly affixed of revenue stamp within seven days of delivery of items. Items are to be delivered **by 0800h** 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.

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

8. **Consignee Details.** Cadet's Mess, Sainik School Nalanda, Vill- Nanand, PO- Pawapuri, District- Nalanda, Bihar- 803 115.

PART III – STANDARD CONDITIONS OF RFP

The Bidders are 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. Service Provider 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 supply order.

3. **Arbitration.** Except as otherwise provided elsewhere in the contract, if any dispute, difference, question or disagreement or matter whatsoever, shall before/ after completion or abandonment of work or during extended period, hereafter arises between the parties, as to the meaning, operation or effect of the contract or out of or relating to the contract or breach thereof, shall be referred to a Sole Arbitrator to be appointed by the Principal, Sainik School Nalanda at the time of the dispute. The award given by the arbitrator so appointed shall be binding on the parties. It will not be open to the parties to challenge the jurisdiction of the arbitrator after the award has been made.

(a) If the arbitrator to whom the matter is originally referred dies or refuses to act or resigns/ withdraws for any reason from the position of arbitration, it shall be lawful for the Principal, Sainik School Nalanda to appoint another to act as Arbitrator in the manner aforesaid. Such person shall be entitled to proceed with reference

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from the stage at which it was left by his predecessor, if both the parties consent to this effect failing which the arbitrator shall be entitled to proceed de-novo.

- (b) It is a term of the contract that the party invoking arbitration shall specify all disputes to be referred to arbitration at the time of the invocation of arbitration under the clause.
- (c) It is a term of the contract that the cost of arbitration shall be borne by both the parties equally.
- (d) The venue of arbitration shall be at Bihar Sharif (Nalanda, Bihar).
- (e) Subject as aforesaid the provisions of the Arbitration and Conciliation Act 1996 and any statutory modifications or re-enactment thereof rules made there under and for the time being in force shall apply to the arbitration proceedings under this clause.

4. **Penalty for use of Undue Influence.** The Service Provider 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 dispatch 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 Service Provider or any one employed by him or acting on his behalf (whether with or without the knowledge of the Service Provider) or the commission of any offers by the Service Provider 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 Service Provider and recover from the Service Provider 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 Service Provider. **Giving or offering of any gift, bribe or inducement or any attempt at any such act on behalf of the Service Provider 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 Service Provider 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 Service Provider confirms and declares to the Buyer that the Service Provider 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 un-officially, to the award of the contract to the Service Provider; 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 Service Provider 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 Service Provider 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 Service Provider will be liable to refund that amount to the Buyer. The Service Provider 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 Service Provider 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 Service Provider 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 Service Provider, 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/ Service Provider, other party shall not disclose the contract or any provision, specification, plan, design, pattern, sample or information thereof to any third party.

8. **Liquidated Damages.** In the event of the Service Provider's failure to submit the Bonds, Guarantees and Documents, provide the services or supply the stores/ goods and conduct trials, installation of

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equipment, training, etc as specified in this contract, the Buyer may, at his discretion, withhold any payment until the completion of the contract. The BUYER may also deduct from the SERVICE PROVIDER 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. **Termination of Contract.** The Buyer (Principal, Sainik School Nalanda) shall have the right to terminate the Contract in part or in full in any of the following cases:-

- (a) By giving the supplier a notice 30 days in advance without assigning any reason whatsoever.
- (b) The supplier is declared bankrupt or becomes insolvent.
- (c) The supplier utilising the services of any Indian/ Foreign agent in getting this contract paying any commission to such individual/ company, etc.
- (d) As per decision of the Arbitration Tribunal.
- (e) If the supplier assigns or sublets this contract or if the contractor attempted to do so.
- (f) If the supplier or any of his representative or his employees are guilty of fraud in respect of the contract, directly or indirectly give or promise to give or offer any bribe, gift, loan reward or advantage, pecuniary or otherwise to any Officers or Persons in employment of the school.
- (g) If the supplier declines, neglects or delays to comply with any demand or requisition or in any other way fails to perform or fulfill any condition of the contract.
- (h) In case of recession, the Principal, Sainik School Nalanda shall be entitled to recover from the supplier, on demand, any extra expense, he may put to in obtaining supplies/ services hereby agreed to be supplied/ provisioned from elsewhere in any manner.
- (j) **In case of 5 or more Risk and Expense are carried out in a month for a particular item against the contractor due to non-supply of the same.**

10. **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 e-mail/ airmail, addressed to the last known address of the party to whom it is sent.

11. **Transfer and Sub-letting.** The Service Provider 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. However the contractor is required to submit on a stamp paper mentioning the name and details of a person to whom he assigning the duties of signing of bills and ensuring smooth running of contract naming him as **POWER OF ATTORNEY HOLDER**.

12. **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 Service Provider 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 Service Provider 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.

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 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.** As applicable as per GST Act 2017.

- (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.

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

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

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

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

(f) It is desirable that the rates quoted should be both in words and figures, strictly as per the price bid format given in Part V of this RFP. The rate of GST should be separately stated. The all-inclusive rates will not be accepted. Bidders are to quote their rates only in the schedule of items given by the school. The rates quoted on the individual firm's letter head or any other paper other than schedule of items will not be considered.

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

1. **Security Deposit.** The Bidder (i.e. Service Provider in the Contract) will be required to furnish a Security Deposit/ Performance Bank Guarantee (PBG) by way of Bank Guarantee through a public sector bank or a private sector bank authorized to conduct government business (ICICI Bank Ltd/ Axis Bank Ltd or HDFC Bank Ltd) for a **sum equal to 03% of contract value within 30 days of signing of contract.** Security Deposit/ Performance Bank Guarantee should be valid up to 60 days beyond the date of validity of contract period. The bidder (i.e. Service Provider in the Contract) will also be required to extend the Security Deposit/ Performance Bank Guarantee for the suitable corresponding period, if the contract validity period is extended by buyer. The specimen of PBG is given in Form DPM-15 (Available on MoD website and can be provided on request).

(a) All compensation or other sums of money payable by the service provider to the School and the recoveries to be made under terms of this contract may be deducted from his Security Deposit or from any sums which may be due/ may become due to the service provider or any account whatsoever and in the event of his security deposit being reduced by reasons of any such deduction the service provider shall within 10 (ten) days make good in the form of a bank draft any sum or sums which may have been deducted from his Security Deposit, or any part thereof.

(b) The Service Provider's PBG/ Security Deposit or any balance thereof remaining at the end of the contract shall not be returned to him until his accounts have been finally audited and settled and until he has executed the usual "No Demand Certificate".

(c) No interest shall be payable by the school for sums deposited as Security Deposit.

(d) The Security Deposit shall be refunded after the expiry of the defect liability period of 2 (two) months as stipulated in the contract and after the work is over to the full satisfaction of the Principal or his representative or within 15 (fifteen) days from the date of issue of a "No Dues Certificate", whichever is later.

(Ajay Chand)
Maj
Administrative Officer
For and on behalf of President of India

Signature and Stamp of the vendor

(e) **Forfeiture of Security Deposit.** In case, the school is obliged to make any recoveries on any account from the Security Deposit of the service provider, the service provider shall be obliged to make good the Security Deposit amount within a period of 15 (Fifteen) days after the receipt of information in this regard, failing which the service provider shall have to pay an interest of 12 percent per annum for the period of delay in making good the Security Deposit. In case the contractor expresses his inability to run the contract or the contract is terminated due terms mentioned in Para 9 (j) of Part- III.

(f) **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.

2. **Tolerance Clause.** To take care of any change in the requirement during the period starting from issue of RFP till signing of the contract, Buyer reserves the right to increase or decrease the approximate quantity of the required goods/ services without any change in the terms & conditions and prices quoted by the Service Provider. While signing the firm contract agreement, the quantity ordered can be increased or decreased by the Buyer within a tolerance limit of 25% plus/ minus.

3. **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. A copy of the model mandate form prescribed by RBI to be submitted by Bidders for receiving payments through ECS (as per Form DPM-11) is to be submitted by bidders. A copy of ECS form is placed at **Appendix 'D' to this RFP.** 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)
- (e) Any other document/ Certificate that may be provided for in the Supply Order/ Contract.
- (f) 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.
- (g) TDS shall be deducted from all payments made to the service provider as per rules and regulations in force and in accordance with the Income Tax Act prevailing from time to time.

4. **Advance Payments.** **No advance payment(s) will be made.**

5. **Paying Authority.** **Administrative Officer, Sainik School Nalanda.** The payment of bills will be made on submission of the following documents by the Service Provider to the Paying Authority along with the Performa Invoice/ Bill:-

- (a) Ink-signed copy of Service Provider's bill/ commercial invoice in duplicate.
- (b) Copy of Supply Order/Contract/Contract with U.O number and date of IFA's concurrence where required delegation of power's.
- (c) Any other document/ Certificate that may be provided for in the Supply Order/ Contract.
- (d) 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.

6. **Fall Clause.** The following Fall Clause will form part of the contract placed on successful Bidder

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Maj
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(a) The price charged for the stores supplied under the contract by the Service Provider shall in no event exceed the lowest prices at which the Service Provider sells the stores or offer to sell stores of identical description to any persons/ Organisation 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 period of the contract the Service Provider reduces the sale price, sells or offer to sell such stores to any person/ Organisation including the Buyer or 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 Service Provider shall forthwith notify such reduction or sale or offer of sale to the buyer and the price payable under the contract for the stores of such reduction of sale or offer of the sale shall stand correspondingly reduced.

(c) The Service Provider shall furnish the following certificate to the Paying Authority along with each bill for payment for supplies made against the Rate contract:-

"I/ 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 herein 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 up to 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".

7. **Risk & Expense clause**

(a) Should the stores thereof not be delivered/ carried out within the time or times specified in the contract documents, or if defective delivery is made in respect of the stores, the Buyer shall after granting the Seller 2 (Two) hours to cure the breach, be at liberty, without prejudice to the right to recover liquidated damages as a remedy for breach of contract, to declare the contract as cancelled either wholly or to the extent of such default.

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

(c) In case of a material breach that was not remedied within **2 (Two) hours**, the BUYER shall, having given the right of first refusal to the SELLER be at liberty to purchase or procure from any other source as he thinks fit, other stores of the same or similar description to make good:-

(i) Such default.

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

(d) 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.

8. **Force Majeure Clause.** 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.

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(Ajay Chand)
Maj
Administrative Officer
For and on behalf of President of India

9. **Quality & Specification.** 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. The seller guarantees to meet the specifications as mentioned below.

(a) **Eggs Fresh.** Eggs shall be fresh, of good average size, and 12 eggs should not weight less than 600 gms. Individual eggs weighting less than 48 gms should not be accepted. Eggs shell, should be sound, unbroken, with no cracks, smashed eggs should be discarded. Eggs should be free from foreign material, stain, other visual discoloration or sticking excreta. Eggs selected should be roundest and of biggest girth compared to length. Eggs should be of fowls or ducks only and no other eggs should be accepted.

(b) **Fish Fresh (Katla).** Fish should be fresh, sound and wholesome and in all respect fit for human consumption. Fish tendered should be of approved variety only. Fish to be received in whole with tail, fins & guts without head. Generally fish fresh only to be tendered. However during the closed and off seasons (May to Aug) fish frozen may be tendered and received.

(c) **Mutton.** Mutton should be fresh & best quality of goat (Khassi), well formed, of proper tender maturity. Mutton shall be those available in all season. Mutton shall be freshly gathered, cleaned in all respect and fit for human consumption. They should also be free from discoloration, injury, damage or sine of improper storage, handling and transportation which may render them a poor look as to the freshness.

(d) **Chicken .** Chicken should be fresh and **without neck & liver, well formed and matured.** The fresh chicken should be free from insects' infestation, blemishes or damaged by dieses. It should also be free from discoloration, injury, damage or sign of improper storage, handling and transportation rendering it poor organolaptic appeal.

10. **Quality Assurance.** **At the time the shelf life of each of supply item must be minimum 08 hours. The fresh provisions should be supplied well within the expiry date.** The goods supplied under the contract should conform to the standards, quality and specifications as mentioned in Part-II of this RFP. The item should be of the fresh, conforming to the current production standard and having 100% defined life at the time of delivery.

11. **Inspection Agency.** The Principal, Sainik School Nalanda or his representative will be the inspection agency.

(a) The Principal, Sainik School Nalanda or his authorised representative to whom the supplies/ services are to be delivered in the contract may reject the supplies/ services in whole or in the part, or if the supplies/ services are not in respect or in accordance with the contract in their opinion.

(b) The Service Provider shall not charge or be paid for such supplies/ services rejected as above and such supplies/ services shall be replaced by him at once at his expense.

(c) The Service Provider shall neither claim nor be entitled to payment for any damage that rejected supplies/ services may suffer from cutting, tearing or any other harm incidental to a full examinations and tests of such supplies/ services.

(d) The Principal, Sainik School Nalanda shall in the event of rejection of supplies/ services be entitled to demand replacement at the Service Provider's own cost of such supplies /services 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 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 arrange the services or purchase the items in lieu or purchase the items locally if available to procure or to arrange from the Government Store or otherwise at the contractor's own risk and expense supplies/services as may have been rejected or that the contractor may have failed, neglected, declined or delayed to supply such authorised substitutes thereof as are specified in the schedule thereof and excess cost so incurred in purchasing/ procuring/ arranging (together with all incidental charges) in excess of the contract price shall be recovered from the Service Provider on demand.

12. **Manpower for Unloading of Stuff.** The service provider shall ensure that sufficient manpower is deployed for unloading of the items from the vehicle and carrying it to the designated store in the Cadets Mess.

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13. **Interpretation of Contract Documents.** Several documents forming the contract are to be taken as mutually explanatory. Should there be any discrepancy, inconsistency, error or commission in the contract, the matter may be referred to the Principal or his representative who shall give his decision and issue to the service provider instructions directing in what manner the work is to be carried out. The decision of the Principal or his representative shall be final and conclusive and the Service Provider shall carry out work in accordance with this decision.
14. All material and services shall satisfy the high standards befitting the reputation of the school.
15. Any neglect or failure on the part of the service provider in obtaining necessary and reliable information upon the foregoing or any other matters affecting the contract shall not relieve him from any risks or liabilities or the entire responsibility from completion of the work at the scheduled rate and time in strict accordance with the contract document.
16. It is expected that should the Service Provider have any doubt as to the meaning of any portion of the contract document he shall set forth the particulars thereof in writing to the school before signing the contract. The school shall provide such clarification as may be necessary in writing to the service provider. Such clarification as provided by the school shall form a part of the contract document.
17. No verbal agreement or inference from conversation with any Officer or Employee of the school before, during or after the execution of the agreement, shall in any way affect or modify any of the terms/ obligations contained herein.
18. The Service Provider shall be responsible for the proper behavior of all the staff, employed directly or indirectly, and shall exercise a proper degree of control over them and in particular and without prejudice to the said generality, the service provider shall be bound to prohibit and prevent any employees from trespassing/ acting in anyway detrimental or prejudicial to the interest of the community or of the properties. The service provider shall be responsible thereof and relieve the school of all consequent claims or actions for damages or injury or on any the other grounds whatsoever. The decision of the Principal or his representative on any matter arising under this clause shall be final.
19. **Sub-Letting of Works.** No part of the contract nor any share or interest therein shall in any manner or degree be transferred, assigned or sublet by the service provider directly or indirectly to any person, firm or whosoever.
20. **Release of Information.** The service provider shall not communicate or use in advertising, publicity, sales releases or in any other medium, photographs, or other reproduction of the work under this contract.
21. **Completion of Contract.** Unless otherwise terminated under the provisions of any other relevant clause, or extension of contract is granted by the school under the relevant clause of the contract, this contract shall be deemed to have been completed at the expiry of the contract validity period.
22. **Completion Certificate/ No Dues Certificate.** When the service provider fulfills his obligations under the contract, he shall be eligible to apply for a Completion/ No Dues Certificate in respect of the work. The Principal or his representative shall normally issue to the service provider the completion certificate within 1 (one) month of receiving an application from him to the effect that the work has been completed in accordance with and as set out in the contract. The service provider, after obtaining the completion certificate, is eligible to present the final bill under the terms of the contract.
23. **Accident or Injury to Workman.** The School shall not be liable for any damage or compensation payable in respect of or in consequence of any accident or injury to any workman or other person in the employment of the service provider or any sub-service provider. The service provider shall indemnify and keep the school indemnified against all such damage and compensation whatsoever in respect or in relation thereto.
24. **Damage to School Property.** The service provider shall be responsible for making good to the satisfaction of the Principal or his representative any loss or damage to any structures and properties within the school premises. If such loss or damage is due to fault and/ or the negligence or willful acts or omission of the service provider, his employees, agents, representatives or sub-service providers, he shall make good the loss as assessed by the Principal or his representative.
25. **Claims.** The following Claims clause will form part of the contract placed on the 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.

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Maj
Administrative Officer
For and on behalf of President of India

(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 Nalanda as such shall not be a party to it.

26. Every page of the RFP should be signed (full signature) and rubber stamped by the Bidder. It should also be signed wherever there is overwriting and cutting. All the Appendices of the RFP will be completed neatly in English language only; If Appendices along with the RFP are found incomplete, the bid will not be considered.

28. The other terms and conditions of the RFP, which will be part of the contract agreement, are as follows:-

(a) The Principal, Sainik School Nalanda may authorize such Officer/ Officers as he may wish to operate the contract on his behalf and the Service Provider and his agent will accept and carry out instructions given by the officers (or his representatives) in connections with the contract as if those were issued by the Administrative Officer, Sainik School Nalanda.

(b) Notwithstanding anything herein before contained, the Principal, Sainik School Nalanda may recover from the Service Provider as compensation, such sums as he considers reasonable, if he fails to observe or perform any condition of the contract.

(c) The Service Provider agrees to the Sainik School Nalanda authorised representative exploring markets in the area in which the Service Provider may obtain or procure/ provide supplies/ services to meet demand under this contract either for the purpose of obtaining records or resources or of purchasing any commodity (food items/ raw material/ rations) for the purpose of building of reserves as may be considered necessary and any control which the Administrative Officer, Sainik School Nalanda may wish to introduce during the currency of the contract.

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

(e) The Service Provider shall oblige his servants and agents to conform to any reasonable instructions to ensure their punctuality in attendance or service, cleanliness and respectful behaviour that may be given to the Administrative Officer, Sainik School Nalanda or his representatives.

(f) During the term of contract, the Principal, Sainik School Nalanda at his discretion may cancel, substitute or change any one or more of the items covered by the schedule of the supplies/ services and make alternative arrangements for its/ their supply/ services or procurement without assigning any reason or after giving the supplier seven days notice thereof.

(g) By virtue of the Service Provider's position as a contract operating person, he fully understands that he and his employees and representatives are not to divulge any information in respect of this school that may come to their knowledge regarding strength, composition, location or rates of supply, etc to any un-authorized person/ persons.

29. **Bidders are to submit the RFP Compliance Sheet placed at Appendix- 'C' to this RFP, duly filled and signed with their rubber stamp.** The legible copies of all documents/ certificates required as per this RFP are to be

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For and on behalf of President of India

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submitted along with the RFP compliance sheet. In case of any doubt, the bidder will be asked to produce original document/ certificate for verification. The buyer has the right to verify the documents/ certificate submitted by bidders through concerned authorities. The Financial Bid is to be submitted exactly as per the price bid format given at Part- V of this RFP. No other format will be accepted.

30. All questions 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 Nalanda whose decision shall be final, conclusive and binding upon the parties at this agreement.

31. The bidder (Service Provider in the contract) shall be solely responsible for any damages or loss of public property due to negligence of their employees or other staff and the damage shall be made good at his own cost.

32. The bidder acknowledges that he has made himself fully acquainted with all the conditions and circumstances under which the supply/ services 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. He shall not plead ignorant of any of these clauses and conditions as an excuse in case of complaints against or rejection of services/ supplies tendered by him or with a view there to making for enhancement of any rates agreed to in the contract or to evade any of the obligations under the contract.

33. If any document attached by the bidder found to be fake/ bogus/ tempered, that bidder and his Firm/ Corporation/ Society will be banned from dealing for minimum one year by the Principal, Sainik School Nalanda.

34. The bidder (Service Provider in contract) will bear the penalty for violation of any of the clause of this RFP as decided by the Board of Officers detailed by the Principal, Sainik School Nalanda or his representatives.

35. The contract agreement will come into execution once it is signed by both the parties i.e. the seller on the one part and the Administrative Officer, Sainik School Nalanda on the other part.

36. **Jurisdiction.** The contract shall be governed by and constructed according to the laws in force in India. The service provider shall hereby submit to the jurisdiction of the Courts situated at Bihar Sharif for the purpose of actions and proceedings arising out of the contract and the courts at Bihar Sharif shall have the sole jurisdiction to hear and decide such actions and proceedings.

37. Issues, not specifically clarified in the contract, shall be settled with mutual consent between the service provider and the Principal, Sainik School Nalanda or his representative, without vitiating the basic premises of the contract.

38. All the terms and conditions enumerated in this RFP will form part of contract agreement.

PART V – EVALUATION CRITERIA & PRICE BID ISSUES

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

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

(b) **The tenderer who will emerge as L1 in overall lowest rates of total required quantity as mentioned in the Appendix 'F' will be considered for award of contract as per the Price Format given in the Appendix 'F'.**

(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 in the 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.

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For and on behalf of President of India

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(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:** The Price Bid Format is given below and Bidders are required to fill-up this correctly with full details. Bidders are required to fill Price Bid Format (**Appendix 'F'**) 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 Nalanda 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 Nalanda reserves the right to reject any applications for the following reasons:-

- (a) If the Bid is found calculated grossly wrong.
- (b) Over writings/ cuttings or unclear figures/ words.
- (c) Commercial Bid without signature of the representatives of the firm.

DECLARATION BY THE BIDDER

I/ We..... (name of the authorised representative of the firm) do hereby declare that the entire information given in the Bid is true & correct to the best of my knowledge, and I am accepting all the terms and conditions mentioned the RFP. In consideration of us being contractor, we hereby agree that we shall not withdraw, amend or attach any conditions to our tender submitted to the school authorities. In such cases, Principal, Sainik School Nalanda shall be entitled to forfeit our Earnest Money Deposit along with the tender and remove us from the school contract without prejudice to any other right or remedy by the school for such breach on our part.

PLACE:
DATE:

**SIGNATURE OF THE BIDDER /
AUTHORISED SIGNATORY WITH RUBBER STAMP**

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DETAILS OF VENDOR

1.	Name of the Firm	
2.	Office Address (Attach photo of office front side with signed and stamped overleaf)	
	Office Telephone Number(s)	
	E-mail address	
3.	GST No (Attach document)	
4.	Nature of Company	[Please Tick (√) where applicable]
		(a) Proprietary
		(b) Pvt Ltd
		(c) PSU
		(d) Ex Servicemen Unit
		(e) Partnership
5.	Give Name, Residential Address with Telephone no of Proprietor for Proprietary OR Give Name, Designation and Residential Address of Chief Executive or Managing Director for Pvt Ltd OR Give Name, Address with Telephone no with partnership deed (if partnership firm)	
6.	Nature of Business	[Please Tick (√) where applicable]
		(a) Trader
		(b) Dealer
		(c) Supplier
		(d) Processor
		(e) Manufacturing
7.	Please mention and attach FSSAI Certificate for providing Fresh Chicken, Egg, Mutton, Fish	
8.	Have You Got ISO Certification, If yes give details (attach copy of certification)	

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SCHEDULE OF REQUIREMENT FOR SUPPLY OF FRESH CHICKEN, MUTTON, FISH AND EGGS FOR THE PERIOD FROM 01 JUL 2022 TO 30 JUN 2023 FOR SAINIK SCHOOL NALANDA

S No	Items	Acct Uuit	Total quantity required (Approx) (in Kgs/ Nos)	Compliance (Yes/ No)	Deviation (if any)	Justification for Deviation
(a)	(b)	(c)	(d)	(e)	(f)	(g)
1	Chicken (Hen) dressed w/o neck & liver (weight of the chicken should not be more than 2 Kg)	Kgs	7,000			
2	Fish Katla size 1 Kg to 3 Kg without head (Local)	Kgs	300			
3	Mutton fresh & best quality of goat (Khassi)	Kgs	400			
4	Eggs	Nos	62,000			

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**TECHNICAL BID CUM RFP COMPLIANCE SHEET
(TO BE SUBMITTED ALONGWITH ALL REQUIRED DOCUMENTS)**

S No	Description	Compliance (Yes/ No)	Deviation (if any)	Justification for Deviation
1.	Complete RFP duly signed with rubber stamp on all pages submitted			
2.	Acceptance of all terms and condition of RFP and agreement for incorporation in contract			
3.	Both technical and commercial bids submitted in separate envelopes and both these envelopes are sealed in single large envelope.			
4.	Acceptance of Bid validity			
5.	Submission of EMD			
6.	Submission of EMD exemption certificate, if applicable			
7.	Confirmation regarding acceptance of all terms and conditions of corrigendum/s published with respect to this RFP, if any.			
8.	Acceptance for Contract Validity Period			
9.	Acceptance for Contract Extension, if any			
10.	Complete Form with details of the firm Appendix- 'A' .			
11.	Compliance to the Schedule of Requirement as per Appendix- 'B' .			
12.	Acceptance of all terms and conditions of Part-I of RFP which will be part of contract.			
13.	Acceptance of Technical Specification and terms and conditions of Part –II of RFP, which will be part of contract.			
14.	Acceptance of Standard conditions of RFP as given in Part-III of RFP, which will be part of contract			
15.	Acceptance of special conditions of RFP as given in Part-IV of RFP, which will be part of contract			
16.	Submission of GST registration number of the firm			
17.	Submission of Aadhar card and PAN card of Firm/ Owner / Proprietor.			
18.	Submission of Certificate of Experience starting from the year 2016 onwards for providing services to any educational School/state or Central Govt Depts/ any PSU bodies. SO/PO copies/copy of contract agreement to be submitted.			
19.	Submission of Latest audited Financial Statements/ Balance Sheet of the firm for the last one year.			
20.	Submission of Copy of ITR submitted for the last One year.			
21.	ECS mandate form as per Certificate as per Appendix- 'D'			
21.	Submission of Affidavit as per Appendix- 'E' to RFP.			
22.	Submission of an undertaking signed by the authorized signatory of the firm stating that all the terms and conditions given in the RFP and other documents as part of RFP for providing services to Sainik School Nalanda are acceptable.			
24.	Acceptance of Price Evaluation conditions as per Part-V of RFP			
25.	Submission of Commercial Bid as per Price Bid Format as given in Part-V of RFP, Appendix 'F'			
26.	Submission of all the supporting documents, duly self-attested alongwith the Technical Bid.			
27.	FSSAI Certificate/ license for providing (as applicable)			
28.	Certificate as per Appendix- 'G'			

Signature of Bidder with Rubber Stamp

Signature and Stamp of the vendor

(Ajay Chand)
Maj
Administrative Officer
For and on behalf of President of India

MODEL ECS MANDATE FORMAT
(FORM DPM-11)

Customer's option to receive payments through e-Payment (ECS/ EFT/ DIRECT CREDIT/ RTGS/ NEFT/
Other payment mechanism as approved by the RBI)

CREDIT CLEARING MECHANISM

1. Customer's name
2. Particulars of Bank Account

 - (a) Bank name
 - (b) Branch name
 - (c) Address of Bank
 - (d) Telephone numbers of the Bank
 - (e) IFS code of the Bank
 - (f) 9 Digit code number of Bank and Branch appearing on MICR cheque issued by the Bank
 - (g) Account Type (SB/ Current or Cash/ Credit)
 - (h) Ledger number
 - (j) Ledger Folio number
 - (k) Account number as appearing on Cheque Book

3. Please attach a blank cancelled cheque, or, photocopy of a cheque or front page of your savings bank passbook issued by your bank for verification of the above particulars.
4. Date of Effect

"I, hereby, declare that the particulars given above are correct and complete. If the transaction is delayed or not effected at all for reasons of incomplete or incorrect information, I would not hold the user institution responsible. I have read the option invitation letter and agree to discharge the responsibility expected of me as a participant under scheme."

(.....)
Date - Signature of Customer

Certified that the particulars furnished above are correct as per our records.

Bank's Stamp: (.....)
Date:
Signature of the Authorized Official from the Bank

Signature and Stamp of the vendor

(Ajay Chand)
Maj
Administrative Officer
For and on behalf of President of India

FORMAT OF AFFIDAVIT TO BE SUBMITTED BY THE BIDDER
(With Rs 10/- Stamp Paper and certified by the Notary Public)

Certified that I/We,.....

S/o or D/o..... Age..... years is/ are residing at (full Address)

.....

..... hereby declare the following with the best of my/our knowledge and belief that :-

1. My/ our company/ firm whose name is _____ is located at _____.
2. My/ our company/ firm is not blacklisted by any Government department/agency.
3. TIN of my/ our Company/ Firm is _____.
4. My/our company/ firm pays all taxes in time.
5. I/ we do not have any relative/ kin serving in Sainik School Nalanda.
6. I/we acknowledge that I/we have gone through the complete tender document issued for Tender for Supply of Fresh Chicken, Mutton, Fish And Eggs at Sainik School Nalanda and I/we agree with all the terms and conditions laid down in the tender form by the Sainik School Nalanda.

(Signature of the Deponent)

I/ we, certify that on this day _____ of _____, I/we verify the above mentioned declaration with my/ our conscience.

(Signature of Applicant)

Signature and Stamp of the vendor

(Ajay Chand)
Maj
Administrative Officer
For and on behalf of President of India

COMMERCIAL BID FOR SUPPLY OF FRESH CHICKEN, MUTTON, FISH AND EGGS FOR THE PERIOD FROM 01 JUL 2022 TO 30 JUN 2023 FOR SAINIK SCHOOL NALANDA**FRESH CHICKEN, MUTTON, FISH AND EGGS PRICE OF:****Note:** GST charges as applicable and notified by the Government of India.

S No	Items	Acct Uuit	Quoted Rate Per Kgs/Nos Including packing, freight and loading & unloading charges etc.	GST Charges	Total quantity required fortnightly (Approx) (in Kgs/ Nos)	Total Amount (In Rupees)
(a)	(b)	(c)	(d)	(e)	(f)	(g)= (d+e) x (f)
1	Chicken (Hen) dressed w/o neck & liver (weight of the chicken should not be more than 2 Kg)	Kgs			7,000	
2	Fish Katla size 1 Kg to 3 Kg without head (Local)	Kgs			300	
3	Mutton fresh & best quality of goat (Khassi)	Kgs			400	
4	Eggs	Nos			62,000	

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

Date :

(Signature of the Tenderer)

Place :

Name and Address in full and Capacity: :
(i.e, Proprietor/ Partner/ Owner):
(Rubber Stamp)**Signature and Stamp of the vendor**(Ajay Chand)
Maj
Administrative Officer
For and on behalf of President of India

CERTIFICATE TO BE SUBMITTED BY BIDDER

This is to certify thatis my official mobile number and is my official e-mail address. 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: 2022

(Signature of Tenderer)

(Name in Block letter)

(Capacity i.e. Proprietor/
Partner with stamp)

Signature and Stamp of the vendor

(Ajay Chand)
Maj
Administrative Officer
For and on behalf of President of India