

Note: A sum of Rs. 500/- (Rupees Five Hundred only) as Demand Draft is to be enclosed as cost of tender document

SAINIK SCHOOL KALIKIRI



TENDER DOCUMENT

SUPPLY OF FRESH CHICKEN

GARPTS ID: GEM/GARPTS/27012021/44LTD6GGTDN4

Cost of Tender form: Rs 500/-

Name of the Firm (Full Address) _____

Telephone/ Mobile No _____

Place _____

Date _____

REQUEST FOR PROPOSAL (RFP)

INVITATION OF TENDERS FOR SUPPLY OF CHICKEN AT SAINIK SCHOOL KALIKIRI
RFP NO. SSKAL/QM/3006/CHICKEN/2021 DATED 28 JAN 2021

1. Sealed tenders are invited from (**Two bid system**) the reputed and experienced firms for above said Tender. Bidder may also download the Bidding Documents from the website www.kalikirisainikschool.com and CPP Portal of Govt. Of India i.e. <https://eprocure.gov.in/epublish/app>. Bidders shall ensure that their Bids, complete in all respect should be uploaded online before the closing date and time as indicated in the critical date sheet above on CPP Portal <http://eprocure.gov.in/eprocure/app>. Please super scribe the above-mentioned Title and date of opening of the Bids on the sealed cover to avoid the BID being declared invalid.
2. The address and contact numbers for sending Bids or seeking clarifications regarding this RFP are given below: -
 - (a) Bids/ queries to be addressed to : Principal
Sainik School Kalikiri
Chittoor Dist (AP) – 517234
 - (b) Postal address for sending the Bids : Principal
Sainik School Kalikiri
Chittoor Dist (AP) – 517234
 - (c) Name/Designation of the contact personnel : Administrative Officer
Sainik School Kalikiri
Chittoor Dist (AP) – 517234
 - (d) Telephone number of the contact personnel : 0877-2500270
 - (e) E-Mail ids of contact personnel : tenders@kalikirisainikschool.com
 - (f) Fax number : 0877-2500271
3. This RFP is divided into five parts as follows:
 - (a) **Part I** - Contains General Information and Instructions for the bidders about the RFP such as the time, place of submission and opening of tenders, validity period of the tenders etc.
 - (b) **Part II** - Contains essential details of the items/services required, such as the Schedule of Requirements (SORs), Technical Specifications, Drawings, 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.

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4. **Submission of tender.** It is requested that bid document be filled correctly and all pages to be duly signed personally by the bidder or his authorised signatory along with company rubber stamp. The name of person signing each page must be written clearly. Tenders in sealed cover duly super-scribed in bold letters – '**Quotations for supply of Chicken at Sainik School Kalikiri**'.

5. **Acceptance of Part Contract.** NA.

6. 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.

7. 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. Buyer also reserves the right to withdraw the RFP, should it become necessary at any stage.

8. It is requested that the sealed quotation addressed to the **Principal, Sainik School Kalikiri, Chittoor Dist – 517 234** be either dropped in the Tender Box, located at the Administrative Office, or sent by **registered post** to the aforementioned address, duly super-scribed as mentioned at Para 4 above, so as to reach by the due date and time. **It may be noted that late receipt of bids views postal delay or any other reasons may render the bids invalid.**

9. Intending bidders are also advised to visit again CPP website www.eprocure.gov.in and School website www.kalikirisainikschool.com at least 3 days prior to closing date of submission of tenders for any corrigendum / addendum / amendment.

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PART I OF RFP**GENERAL INFORMATION AND INSTRUCTIONS**

1. **Last date and time for depositing the Bids.** Critical data sheet of dates in respect of tender is as follows:-

Ser	Event	Date	Time
(a)	Published Date	28 Jan 2021	1300 hrs
(b)	Bid Download	28 Jan 2021	1300 hrs
(c)	Clarification Start Date	28 Jan 2021	1500 hrs
(d)	Clarification End Date	01 Feb 2021	1700 hrs
(e)	Pre-Bid meeting	02 Feb 2021	1000 hrs
(f)	Bid Submission Start	04 Feb 2021	1000 hrs
(g)	Bid Submission Ends	17 Feb 2021	1700 hrs
(h)	Bid Opening Start	19 Feb 2021	1200 hrs

2. **Manner of depositing the Bids.** It is requested that bid document be filled correctly and all pages to be duly signed personally by the bidder or his authorised signatory along with company rubber stamp. The name of person signing each page must be written clearly. Tenders in sealed cover duly super-scribed in bold letters – ‘**Quotations for supply of Chicken at Sainik School Kalikiri**’ and Tender Enquiry reference, on a **two-bid system** i.e. Technical Bid (**Envelope No.1**) and Commercial Bids (**Envelope No.2**), which should also be duly super-scribed. The contents of the Envelopes are enumerated in the following paragraphs:

(a) **Envelope No. 1 (Technical Bid).** The Envelope ‘No. 1’, should contain the following documents:

- (i) Valid proof of Company/firm Registration, including certificate of renewal of registration wherever applicable. Registered bidders (DGS&D, DGQA, NSIC, OFB or any other central registration authority) must enclose a duly authenticated copy of proof of registration.
- (ii) Earnest money deposit is not required; however, bidders are requested to sign an undertaking as per **Appendix A**.
- (iii) Proof of execution of at least three contracts previously with any Sainik School/ Indian Army/ Navy/ Air Force/Government Institutions.
- (iv) **Tender Conditions Acceptance Certificate.** The bidder shall certify for acceptance of all the tender conditions of the RFP and furnish a certificate as per **Appendix ‘B’** to the RFP.
- (v) Detail of PAN/ TIN Number.
- (vi) GSTIN registration certificate of the firm if applicable.
- (vii) A sum of Rs. 500/- (Rupees Five Hundred only) as Demand Draft is to be enclosed as cost of tender document.
- (x) Original copy of Undertaking as per Format at **Appendix ‘C’** stating that the bidder has been never blacklisted by any Central/State/Govt. agency/No CBI/FEMA/Labour Law violation Cases Pending against the bidder.

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- (b) **Envelope No. 2 (Commercial Bids)**. To contain only commercial bids including the cost of the proposed item attached as **Appendix 'E'**.
3. **Time and date for opening of Bid. 19 Feb 2021 on 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.
4. **Location of the Tender Box. Reception at Administrative Office, Sainik School Kalikiri – 517 234.** Only those Bids dropped in the correct tender box will be opened. Bids dropped in the wrong tender Box will be rendered invalid.
5. **Place of opening of the Bids. Reception / Conference Hall at Administrative Office, Sainik School Kalikiri – 517 234.** The Bidders may attend or depute their representatives, duly authorized in writing, to attend opening of Bids on the due date and time. Rates and important commercial/technical clauses quoted by all Bidders will be read out in the presence of the representatives of all the Bidders. This event will not be postponed due to non-presence of your representative. Any postponement to the date of opening of the Bid will be intimated to all concerned bidders whose bids are received in time. Any change to the last submission date, if admissible to the Buyer, will also be informed to all concerned bidders and bidders are also requested to check school website www.kalikirisainikschool.com for information passed through school.
6. **Forwarding of Bids.** Bids should be forwarded by Bidders under their original memo / letter pad inter alia furnishing details like TIN number, GST/CST number, Bank address with NEFT Account if applicable, etc., and complete postal & e-mail address of their office.
7. **Clarification regarding contents of the RFP.** A prospective bidder who requires clarification regarding the contents of the bidding documents shall notify to the Buyer in writing about the clarifications sought not later than 07 days prior to the date of opening of bids. Copies of the query and clarification by the purchaser will be sent to all prospective bidders who have received the bidding documents. Further, during evaluation/comparison of bids, the Buyer may, at own 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.
8. **Modification and Withdrawal of Bids.** A bidder may modify or withdraw his bid after submission provided that the written notice for 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 confirmatory copy to be sent by post and such signed confirmation should reach the purchaser not later than the deadline for submission of bids. No bid shall be modified after the deadline for submission of bids. No bid may be withdrawn in the interval between the deadline for submission of bids and expiration of the period of bid validity specified. **Withdrawal of a bid during this period will result in Bidder's forfeiture of bid security/ EMD.**
9. **Rejection of Bids.** Canvassing by the Bidder in any form, unsolicited letter and post-tender correction may invokes summary rejection with forfeiture of EMD. Conditional tenders will be rejected.
10. **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 delisted for the given range of items as mentioned in this RFP.
11. **Validity of Bids:** The Bids should remain valid till **90 days from Tender opening date.**

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12. A sum of **Rs. 500/- (Rupees Five Hundred only)** as Demand Draft in favor of **The Principal, Sainik School, Kalikiri** from any of the public sector banks or a private sector bank authorized to conduct government business is to be enclosed as cost of tender document.
13. **Earnest Money Deposit.** No EMD required.

PART II OF RFP**ESSENTIAL DETAILS OF ITEMS/SERVICES**

1. **Scope of Work.** The minimum specified Scope of Work (SoW) to be undertaken by the bidder for '**Supply of Chicken at Sainik School Kalikiri**' and is to be performed as per the specifications and conditions mentioned in different parts of this document and further amendments, if any, issued in this regard and the Contract to be signed by the successful bidder, subsequently.
2. **Technical Details.**
 - (a) Technical specifications for the proposed supply of chicken is placed at **Appendix 'D' to Part II of RFP.**
 - (b) **Build, Prove, Demonstrate, Operate.** The successful bidder will be responsible for complete integration, (Integration to be done as per requirement of the user) **proving, demonstration of equipment, and operation of the entire functionalities / features.**
3. **Delivery Period.** Delivery of items would be on need basis. Please note that contract can be cancelled unilaterally by the Buyer in case the work is not received within the contracted delivery period. Extension of contracted delivery period will be at the sole discretion of the Buyer, within applicability of LD clause.
4. **Delivery Terms:**
 - (a) 'Supply of Chicken at Sainik School Kalikiri' as per SOR shall be at Sainik School, Kalikiri as per requirement of the school.
 - (b) The contractor shall make delivery of the items only during the working hours of a working day. A suitable representative should be available at site to deliver the items.
5. **Consignee Details.** Sainik School Kalikiri, Chittoor Dist. Through **Principal, Sainik School Kalikiri, Chittoor dist – 517 234.**

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PART III OF RFP**STANDARD CONDITIONS**

The Bidder is required to give confirmation of their acceptance of the Standard Conditions of the Request for Proposal mentioned below which will automatically be considered as part of the Contract concluded with the successful Bidder (i.e. Seller in the Contract) as selected by the Buyer. Failure to do so may result in rejection of the Bid submitted by the Bidder.

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

2. **Effective Date of the Contract.** The contract shall come into effect on the date on which supply order is placed (i.e, date of signing of supply order) and shall remain valid until the completion of the obligations of the parties under the contract. The deliveries and supplies and Performance of the services shall commence from the effective date of the contract.

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

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

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

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individual/firm, and paid or intended to pay any amount, gift, reward, fees, commission or consideration to such person, party, firm or institution, whether before or after the signing of this contract, the Seller will be liable to refund that amount to the Buyer. The Seller will also be debarred from entering into any supply Contract with the Government of India for a minimum period of five years. The Buyer will also have a right to consider cancellation of the Contract either wholly or in part, without any entitlement or compensation to the Seller who shall in such an event be liable to refund all payments made by the Buyer in terms of the Contract along with interest at the rate of 2% per annum above LIBOR rate. The Buyer will also have the right to recover any such amount from any contracts concluded earlier with the Government of India.

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

7. **Non-disclosure of Contract Documents.** Except with the written consent of the Buyer/Seller, other party shall not disclose the contract or any provision, specification, plan, design, pattern, sample or information thereof to any third party.

8. **Liquidated Damages.** In the event of the Seller's failure to submit the Bonds, Guarantees and Documents, supply the stores/goods and conduct trials, installation of equipment 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 SELLER as agreed, liquidated damages to the sum of 0.5% of the contract price of the delayed/undelivered stores/services mentioned above for every week of delay or part of a week, subject to the maximum value of the Liquidated Damages being not higher than 10% of the value of delayed stores/ services.

9. **Termination of Contract.** The Sainik School Kalikri reserves the right to terminate the contract without assigning any reason. Before termination of contract, Sainik School Kalikri will notify the service bidder giving a notice of 30 days. Also, 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 15 days after the scheduled date of delivery.
- (b) The Seller is declared bankrupt or becomes insolvent.
- (c) The delivery of material is delayed due to causes of Force Majeure, by more than three months, provided Force Majeure clause is included in contract.
- (d) The Buyer has noticed that the Seller has utilised 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.

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 pre-paid mail/airmail, addressed to the last known address of the party to whom it is sent.

11. **Transfer and Sub-letting.** The Seller has no right to give, bargain, sell, assign or sublet or otherwise dispose of the Contractor 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.

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 Seller shall indemnify the Buyer against all claims from a third party at any time on account of the infringement of any or all the rights mentioned in the previous paragraphs, whether such claims

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arise in respect of manufacture or use. The Seller shall be responsible for the completion of the supplies including spares, tools, technical literature and training aggregates irrespective of the fact of infringement of the supplies, irrespective of the fact of infringement of any or all the rights mentioned above.

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.**

(a) **General.**

(i) Bidders must indicate separately the relevant Taxes/Duties likely to be paid in connection with delivery of completed goods specified in RFP. In absence of this, the total cost quoted by them in their bids will be considered in the ranking of bids.

(ii) If a Bidder is exempted from payment of any duty / tax upto any value of supplies from them, he should clearly state that no such duty / tax 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 any Duty/tax, it should be brought out clearly. In such cases, relevant certificate will be issued by the Buyer later to enable the Seller to obtain exemptions from taxation authorities.

(iii) Any changes in levies, taxes and duties levied by Central / State / Local governments such as excise duty, GST, Service Tax, Octroi /entry tax, etc. on final product upward as a result of any statutory variation taking place within contract period shall be allowed reimbursement by the Buyer, to the extent of actual quantum of such duty/ tax paid by the Seller, Similarly, in case of downward revision in any such duty/ tax, the actual quantum of reduction of such duty/ tax shall be reimbursed to the Buyer by the Seller. All such adjustments shall include all reliefs, exemptions, rebates, concession etc., if any, obtained by the Seller. Section 64-A of Sales of Goods Act will be relevant in this situation.

(iv) Levies, taxes and duties levied by Central / State / Local governments such as excise duty, GST, Service Tax, Octroi /entry tax, etc. on final product will be paid by the Buyer on actuals, based on relevant documentary evidence. Taxes and duties on input items will not be paid by Buyer and they may not be indicated separately in the bids. Bidders are required to include the same in the pricing of their product.

(b) **Customs Duty.**

(i) For imported stores offered against forward delivery, the Bidder shall quote prices thereof exclusive of customs duty. The Bidder shall specify separately the C.I.F. prices and total amount of customs duty payable. They will also indicate correctly the rate of customs duty applicable along with Indian Customs Tariff Number. Customs duty as actually paid will be reimbursed on production of necessary documents i.e. (i) Triplicate copy of the bill of entry;

(ii) copy of bill of lading; a copy of foreign principal's invoice. However, if the Bidder imports the stores in question against his own commercial quota Import Licenses, he will also be required to submit in addition the triplicate copy of bills of entry etc., a certificate from his Internal Auditor on the bill itself, to the effect that the following items/quantity in the bill of entry related to the stores imported against Defence Buyer contract number.

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(iii) Subsequent to the reimbursement of customs duty, the Bidder will submit to the concerned Payment Authority a certificate to the effect that he has not obtained any refund of customs duty subsequent to the payment of duty to the Customs authority by him. In addition, he shall also submit to the Paying Authority concerned a certificate immediately after a period of three months from the date of payment of the duty to customs authorities to the effect that he has not applied for refund of the customs duty subsequent to the payment of duty to the customs authorities by him.

(iv) In case the Bidder obtains any refund of customs duty, subsequently to the payment of the same by him to the customs authorities and reimbursement of the customs duty to him by the Payment Authority, he should forthwith furnish the details of the refund obtained and afford full credit of the same to the Buyer.

(c) **Excise Duty.**

(i) Where the excise duty is payable on advalorem basis, the Bidder should submit along with the tender, the relevant form and the Manufacturer's price list showing the actual assessable value of the stores as approved by the Excise authorities.

(ii) Bidders should note that in case any refund of excise duty is granted to them by Excise authorities in respect of Stores supplied under the contract, they will pass on the credit to the Buyer immediately along with a certificate that the credit so passed on relates to the Excise Duty, originally paid for the stores supplied under the contract. In case of their failure to do so, within 10 days of the issue of the excise duty refund orders to them by the Excise Authorities the Buyer would be empowered to deduct a sum equivalent to the amount refunded by the Excise Authorities without any further reference to them from any of their outstanding bills against the contract or any other pending Government Contract and that no disputes on this account would be raised by them.

(iii) The Seller is also required to furnish to the Paying Authority the following certificates: -

(aa) Certificate with each bill to the effect that no refund has been obtained in respect of the reimbursement of excise duty made to the Seller during three months immediately preceding the date of the claim covered by the relevant bill.

(ab) Certificate as to whether refunds have been obtained or applied for by them or not in the preceding financial year after the annual Audit of their accounts also indicating details of such refunds/applications, if any.

(ac) A certificate along with the final payment bills of the Seller to the effect whether or not they have any pending appeal/protest for refund or partial refund of excise duties already reimbursed to the Seller by the Government pending with the Excise authorities and if so, the nature, the amount involved, and the position of such appeals.

(ad) An undertaking to the effect that in case it is detected by the Government that any refund from Excise Authority was obtained by the Seller after obtaining reimbursement from the Paying Authority, and if the same is not immediately refunded by the Seller to the Paying Authority giving details and particulars of the transactions, Paying Authority will have full authority to recover such amounts from the Seller's outstanding bills

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against that particular contract or any other pending Government contracts and that no dispute on this account would be raised by the Seller.

(iv) Unless otherwise specifically agreed to in terms of the contract, the Buyer shall not be liable for any claim on account of fresh imposition and/or increase of Excise Duty on raw materials and/or components used directly in the manufacture of the contracted stores taking place during the pendency of the contract.

(d) **Sales Tax / GST**

(i) If it is desired by the Bidder to ask for Sales tax / GST to be paid as extra, the same must be specifically stated. In the absence of any such stipulation in the bid, it will be presumed that the prices quoted by the Bidder are inclusive of sales tax and no liability of sales tax will be developed upon the Buyer.

(ii) On the Bids quoting sales tax extra, the rate and the nature of Sales Tax applicable at the time of supply should be shown separately. Sales tax will be paid to the Seller at the rate at which it is liable to be assessed or has actually been assessed provided the transaction of sale is legally liable to sales tax and the same is payable as per the terms of the contract.

(e) **Octroi Duty & Local Taxes**

(i) Normally, materials to be supplied to Government Departments against Government Contracts are exempted from levy of town duty, Octroi Duty, Terminal Tax and other levies of local bodies. The local Town/Municipal Body regulations at times, however, provide for such Exemption only on production of such exemption certificate from any authorised officer. Seller should ensure that stores ordered against contracts placed by this office are exempted from levy of Town Duty/Octroi Duty, Terminal Tax or other local taxes and duties. Wherever required, they should obtain the exemption certificate from the Buyer, to avoid payment of such local taxes or duties.

(ii) In case where the Municipality or other local body insists upon payment of these duties or taxes the same should be paid by the Seller to avoid delay in supplies and possible demurrage charges. The receipt obtained for such payment should be forwarded to the Buyer without delay together with a copy of the relevant act or by-laws/notifications of the Municipality of the local body concerned to enable him to take up the question of refund with the concerned bodies if admissible under the said acts or rules.

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PART IV OF RFP**SPECIAL CONDITIONS**

The Bidder is required to give confirmation of their acceptance of Special Conditions of the RFP mentioned below which will automatically be considered as part of the Contract concluded with the successful Bidder (i.e. Seller in the Contract) as selected by the Buyer. Failure to do so may result in rejection of Bid submitted by the Bidder.

1. **Performance Bank Guarantee.** Qualified vendors shall submit a Security deposit of **3 percent** of contract value vide FDR, in favour of the Principal, Sainik School Kalikiri within 30 working days of confirming vendor empanelment. If vendor is submitting the security deposit in the form of FDR, it should be valid for a period of 24 months from the date of empanelment.
2. **Option Clause.** NA.
3. **Repeat Order Clause.** NA.
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 50% plus/minus increase or decrease the quantity of the required goods up to 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. **Advance Payments.** **No advance payment (s) will be made.**
6. **Payment terms.** The payment will be made **Fortnight** through Administrative Officer on production of the requisite documents:
7. **Paying Authority. Principal, Sainik School Kalikiri.** The payment of bills will be arranged on submission of the following documents by the Seller to Administrative Officer, Sainik School Kalikiri along with the bill:
 - (a) Ink-signed copy of Commercial invoice / Seller's bill.
 - (b) Inspection note.
 - (c) Performance Bank guarantee / Indemnity bond, where applicable.
 - (d) Details for electronic payment viz., Account holder's name, Bank name, Branch name and address, Account type, Account number, IFSC code, MICR code (if these details are not incorporated in supply order/contract).
8. **Fall Clause.** The following *Fall clause* will form part of the contract placed on successful Bidder:-
 - (a) The price charged for the equipment supplied under the contract by the Seller shall in no event exceed the lowest prices at which the Seller sells the equipment or offer to sell equipment 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 of 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 contract is completed.
 - (b) If at any time, during the said period the Seller reduces the sale price, sells or offer to sell such equipment to any person/ organisation including the Buyer or any Department of Central Government 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

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price chargeable under the contract, they shall forthwith notify such reduction or sale or offer of sale to the Principal, Sainik School Kalikiri and the price payable under the contract for the equipment of such reduction of sale or offer of the sale shall stand correspondingly reduced.

9. **Risk & Expense Clause**

(a) Should the equipment or any instalment thereof not be delivered within the time or times specified in the contract documents, or if defective delivery is made in respect of the equipment or any instalment thereof, the Buyer shall after granting the Seller 45 days for rectification, 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 equipment or any instalment thereof not perform in accordance with the specifications / parameters provided by the SELLER during the check proof tests, the BUYER shall be at liberty, without prejudice to any other remedies for breach of contract, to cancel the contract wholly or to the extent of such default.

(c) In case of a material breach that was not remedied within 45 days, the BUYER shall, having given the right of first refusal to the SELLER be at liberty to purchase, 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 thereunder.

(d) Any excess of the purchase price, cost of manufacturer, or value of any stores procured from any other supplier as the case may be, over the contract price appropriate to such default or balance shall be recoverable from the SELLER.

10. **Force Majeure.**

(a) Neither party shall bear responsibility for the complete or partial non- performance of any of its obligations (except for failure to pay any sum which has become due on account of receipt of equipment under the provisions of the present contract), if the non-performance results from such Force Majeure circumstances as Flood, Fire, Earth Quake and other acts of God as well as War, Military operation, blockade, Acts or Actions of State Authorities or any other circumstances beyond the parties control, that have arisen after the conclusion of the present contract.

(b) In such circumstances the time stipulated for the performance of an obligation under the present contract is extended correspondingly for the period of time of action of these circumstances and their consequences.

(c) The party for which it becomes impossible to meet obligations under this contract due to Force Majeure conditions, is to notify in written form the other party of the beginning and cessation of the above circumstances immediately, but in any case not later than 10 (Ten) days from the moment of their beginning.

(d) Certificate of a Chamber of Commerce (Commerce and Industry) or other competent authority or organization of the respective country shall be a sufficient proof of commencement and cessation of the above circumstances.

(e) If the impossibility of complete or partial performance of an obligation lasts for more than 6 (six) months, either party hereto reserves the right to terminate the contract totally or partially upon giving prior written notice of 30 (thirty) days to the other party of the intention, to terminate without any liability other than reimbursement on the terms provided in the agreement for the equipment received.

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11. **Specification**. The following Specification clause will form part of the contract placed on successful Bidder:

“The Seller guarantees to meet the specifications as per Part-II of RFP and to incorporate the modifications to the existing design configuration to meet the specific requirement of the Buyer. All technical literature and drawings shall be amended as the modifications by the Seller before supply to the Buyer. The Seller, in consultation with the Buyer, may carry out technical upgradation / alterations in the design, drawings and specifications due to change in manufacturing procedures, indigenisation or obsolescence. This will, however, not in any way, adversely affect the end specifications of the equipment. Changes in technical details, drawings, repair and maintenance techniques along-with necessary tools as a result of upgradation/alterations will be provided to the Buyer free of cost within 15 days of affecting such upgradation/alterations.”

12. **Earliest Acceptable Year of Manufacture**. N/A.

13. **Transportation**. The item is to be delivered door delivery basis at **Sainik School Kalikiri, Kalikiri**.

14. **Packing and Marking Clause**. ‘The Seller shall provide packing and preservation of the items contracted so as to ensure their safety against damage in the conditions of transshipment, storage and weather hazards during transportation’.

15. **Quality**. The quality of the items delivered according to the present Contract shall correspond to the technical specifications enumerated as per RFP and shall also include therein modification to the equipment suggested by the Buyer. Such modifications will be mutually agreed to.

16. **Quality Assurance**. Seller would provide the Standard Acceptance Test Procedure (ATP) within one month of this date of contract. Buyer reserves the right to modify the ATP. Seller would be required to provide all test facilities at his premises for acceptance and inspection by Buyer. The details in this regard will be coordinated during the negotiation of the contract. The item should be of the latest manufacture, 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 Board appointed by **Principal, Sainik School Kalikiri**.

18. **Claims**. The following Claims clause will form part of the contract placed on successful Bidder:-

- (a) The claims may be presented either:
 - (i) On quantity of the items, where the quantity does not correspond to the quantity shown in the Packing List/Insufficiency in packing.
 - (ii) On quality of the items, where quality does not correspond to the quality mentioned in the contract.
- (b) The quantity claims for deficiency of quantity shall be presented within 45 days of acceptance of equipment. The quantity claim shall be submitted to the Seller as per Form DPM-22 (available in MoD website and can be given on request).
- (c) The quality claims for defects or deficiencies in quality noticed, shall be presented within 45 days of acceptance of equipment. Quality claims shall be presented for defects or deficiencies in quality noticed during warranty period earliest but not later than 45 days

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after expiry of the guarantee period. The quality claims shall be submitted to the Seller as per Form DPM-23 (available in MoD website and can be given on request).

(d) The description and quantity of the items are to be furnished to the Seller along with concrete reasons for making the claims. Copies of all the justifying documents shall be enclosed to the presented claim. The Seller will settle the claims within 45 days from the date of the receipt of the claim at the Seller's office, subject to acceptance of the claim by the Seller. In case no response is received during this period the claim will be deemed to have been accepted.

(e) The Seller shall collect the defective or rejected items from the location nominated by the Buyer and deliver at the same location under Seller's arrangement.

(f) Claims may also be settled by reduction of cost of items under claim from bonds submitted by the Seller or payment of claim amount by Seller through demand draft drawn on an Indian Bank, in favour of **Principal, Sainik School Kalikiri**.

(g) The quality claims will be raised solely by the Buyer and without any certification/countersignature by the Seller's representative.

20. **Warranty**. N/A.

21. **Product Support**. N/A

22. **Renewal and Extension of rate contract**: The rate contracts may be extended only due to some special reasons, for a maximum period of three months with same terms and conditions with the consent of the rate contract holders. The period of such extension generally will not be more than three months. Also, while extending the existing rate contract, it will be ensured that the price trend is not lower.

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PART V OF RFP**EVALUATION CRITERIA AND FORMAT OF PRICE BIDS**

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.
 - (b) The Bids forwarded by the Bidders will be evaluated by the Buyer with reference to the technical characteristics of the items as mentioned in the RFP. The compliance of Technical Bids would be determined on the basis of the parameters specified in the RFP.
 - (c) **Determination of L1**: After qualifying Technical bid, L1 will be determined based on the lowest acceptable commercial Bid for '**Supply of Chicken at Sainik School Kalikiri for FY 2021-22**'.
 - (d) **Price Bid Format**: The Price Bid format is placed at **Appendix 'E' to RFP**. Bidders are required to fill it up correctly with full details stating separately each component viz., basic price, customs duty, excise duty, GST / CST, and other charges, if any, as per price bid. In cases where indigenous Bidders are competing, L1 bidder will be determined by including levies, taxes and duties levied by Central / State / Local governments such as excise duty, GST, Service tax, Octroi / entry tax, etc., on final product, as quoted by bidders.
 - (e) 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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Appendix 'A'**EMD DECLARATION CERTIFICATE**

It is certified that I/we withdraw or modify Bid during the period of validity, or if I/we are awarded the contract and I/we fail to sign the contract, or to submit a performance security before the deadline defined in the request for bids document, I/we will be suspended for the period of time specified in the request for bids document from being eligible to submit Bids for contracts with the entity that invited the Bids.

Date :

Signature of Tenderer

Signature of the Tenderer with Seal

(To be signed & returned with the bid)

CERTIFICATE / UNDERTAKING BY THE BIDDER

1. It is certified that we, _____ (the company, consortium) have read and completely understood the entire Tender documents and its appendices along-with Annexure. Accordingly, we fully agree with all the terms and conditions and we will abide by them. We are also totally familiar with the conditions under which the work is to be performed including service conditions, availability of labour and materials, and we will not approach our client for raising project cost, post issue of purchase order or during the course of the project.

2. Therefore, it is further certified that any additional cost incurred / required to complete the project at Sainik School, Kalikiri would be borne by us. It is our responsibility and onus to propose and include any, and, all items required for a complete work whether or not it is identified or mentioned in the tendering documents or its attachments or enclosures or annexure.

3. We also agree to the Schedule of Requirement (SoR) being a general guideline and further agree to the Customer reducing / increasing the SOR in the supply order based on the survey etc., during the TNC/PNC stage.

4. All prices are landed costs (at Sainik School, Kalikiri), inclusive of all taxes, duties, levies, freight etc., in Indian Rupees.

5. "I/ we hereby certify that I/we will be responsible for all the contractual obligations including uninterrupted supply, quality aspect replacement of items, installation, commissioning and duly handing over of the entire equipment/ system after trials /testing and warranty/guarantee obligations". "Also that my/our firm has not been blacklisted/debarred for further business by any of the central/state Govt. or PSU/reputed agencies/bodies and my/our business records are absolutely clean and in order" and that we/are the law abiding citizen/firm of this democratic nation "INDIA". And that we are not involved in any anti national / anti-social/ terrorism activity and no such case has been filed/pending against us in any of the law enforcing body of Govt. of India/ State Govt. / any foreign country etc. Further to this I/we are not involved in any cases related to financial irregularities/frauds etc., in India/abroad.

6. I/ we further certify that I/we have gone through each and every clause of the tender document and have clearly understood these clauses. Implications of these clauses on the tender being submitted to Principal, Sainik School Kalikiri including the costing of each individual items have also been clearly understood.

7. I/ we certify that we unconditionally agree to various terms and conditions given in the tender document and we have not quoted any commercial terms/conditions or any clause in our 'Q' bid (Commercial bid) which can affect the cost of items quoted by us. We have read & clearly understood all the clauses of tender document.

8. Details of my bank account are as follows: - (Please attach a cancelled cheque for verification and to ensure that the amount is credited to your correct bank account)

- (a) Name of the account :
- (b) Type of account :
- (c) Account No :
- (d) MICR No :
- (e) Bank Name :

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(f) Full Postal address of the Bank with pin code, Tele No, Fax No.:

9. Our/my contact details are as follows: -

(a) Name of the contact person :

(b) Designation :

(c) Tele No. with STD :

(d) Fax No. with STD :

(e) Mobile No. :

(f) Email ID :

10. Our/my income tax details are as follows: -

(a) IT PAN Card No. :

(b) IT Ward Circle :

(c) Full postal address of the income tax Officer where your income tax return is filled:

Sign_____

Name _____

Designation _____

Place_____

Company Rubber
Stamp/Seal

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CRIMINAL LIABILITY UNDERTAKING

I/we.....S/o
Resident of

.....

..... Do solemnly pledge and affirm: -

1. That I am the proprietor /partner/authorized signatory of
M/s.....
2. That M/s..... Name of
firm/agency) have neither been prosecuted nor declared defaulter by any Govt.
Agency nor proceedings in any nature by CBI/FEMA/Criminal/Income
Tax/VAT/Sales Tax/Labour Laws or any other statutory bodies including the
Court of Laws/ blacklisted is going on/contemplated and pending against the firm.

Name
&Signature.....
.....

(Seal of the participating Bidder Company)

Affirmation/Verification

Signature of the Tenderer with Seal

SPECIFICATIONS OF CHICKEN

S. No.	Name of the Item	Accounting Unit
1	Dressed Broiler Chicken Skinless (Refer to Annexure I for detailed specifications)	Kg

Signature of the Tenderer with Seal

COMMERCIAL BID FORMAT FOR "SUPPLY OF CHICKEN"
AT SAINIK SCHOOL KALIKIRI"

S. No.	Name of the Item	Accounting Unit	Price per Unit in Rs.
1	Dressed Broiler Chicken Skinless Fixed Price for full year or (Paise Excess/Less on the daily Newspaper in Chittoor market)	Kg	

*** All the rates should be inclusive of all taxes and transportation charges.**

Note:

1. Determination of L-1 will be done on total price of individual item or collective items as per the rate (including levies, taxes and duties levied by Central / State / Local governments such as excise duty, GST, Service Tax, Octroi /entry tax, etc., on final product of all items / requirements as mentioned above).
2. The vendor having maximum L1 items will be considered as L1 vendor for contract agreement.
3. The information is to be filled in carefully after studying the Tender Document and should tally with '**Technical Specifications**'.
4. The Commercial Bid Format is to be forwarded in writing on the format, which will be considered as the rate quoted.
5. Any information filled wrongly would result in the rejection of this bid and hence utmost care be taken while filling this format.

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SPECIFICATION: CHICKEN (BROILER) DRESSED**General**

1. The carcasses for Chicken (Broiler) Dressed shall be prepared from live healthy chicken (broiler) free from any disease between 6 to 8 weeks of age of either sex with the dressed bird weight (without giblets) weighing between 1.1 to 1.5 kg.

Quality Control

2. The quality control from selection of live birds, slaughter, processing of chicken (broiler), freezing, storage, transportation and on receipt at supply unit shall be strictly enforced and constantly monitored at all levels.

3. Examination of Birds. Ante-mortem and Post-mortem examination of chicken (broiler) will be carried out by a Veterinary Doctor/ Subject Expert and daily records of it shall be maintained. The live chicken (broiler) shall be healthy and free from any contagious or non-contagious disease, diarrhoea, injury and nasal discharge. If any pathological injury is observed during post- mortem examination, the entire carcass shall be rejected.

4. Processing Plant and Facilities. The basic requirement of an abattoir shall be those as given in BIS Spn No IS – 4393 : 1979 and FSS Act, 2006, regulation and amendments thereof as amended from time to time. The entire processing of Chicken (Broiler) Dressed Chilled and subsequent storage will be carried out in an integrated facility having FSSAI license. The manner of slaughter, processing and daily records of the dressing plant and facilities shall be subjected to inspection randomly or periodically or as and when desired by the competent authority. Technical and Hygiene inspection of plant shall be carried out on regular basis

5. During Transit. The transportation of Chicken (Broiler) Dressed Chilled carcasses from the processing plant/storage facility of the firm till Sup units shall be done in refrigerated vehicles.

6. On Receipt at Supply Unit. The Chicken (Broiler) Dressed Chilled carcasses on receipt at supply unit shall be subjected to inspection by Principal or their authorized representative(s).

Final Product

7. Quality of Final Product. Chicken (Broiler) Dressed Chilled carcass must not exhibit any degradation in quality as a result of spoilage due to microorganisms or autolysis. The appearance of chilled poultry carcass should be just alike to freshly slaughtered chicken (broiler) carcass and should be free from any injury, odours, undue pinkness or any other discoloration, barkness / dehydration. No hot spots or freezer burns shall be acceptable.

Miscellaneous

8. The **giblets (liver, heart and gizzard) will not be accepted with Chicken (Broiler) Dressed Chilled**. These will be disposed off separately by the supplier.

9. The product should not carry any traces of the residues of the enzymes / chemicals such as salts, etc / additives such as phosphates, etc / preservatives / antibiotics. However, the supplying plant has to analyse the finished product at least twice in a year for the residues of

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the antibiotics / pesticides / heavy metals which should be less than the maximum residue limits as per FSSAI and the records should be kept in the file for ready reference.

Mandatory Requirements Of FSSAI/BIS

10. All mandatory requirements of FSSAI/BIS, as amended from time to time, shall be complied with.

PROCESSING PLANT AND FACILITIES

Water Supply

11. The plant should have adequate potable water storage and dispensation capacity to supply potable water meeting the stipulated specification of chlorination and purification.

Ventilation

12. The plant should be well lit (both artificially and naturally), well ventilated, dust / fly / rodent / pest / bird proofed.

Hygiene

13. The premises/plant will be maintained in a hygienic condition which shall be open to inspection at any time by the competent authority. The code for hygienic practices for units for processing and handling of Chicken (broiler) Chilled and requirement in a plant producing Chicken (broiler) Dressed Chilled for the Defence Forces shall be in accordance with the provisions given at IS 14134 : 1994 as amended from time to time and Appendix 'B' / FSS Act 2006, regulations 2011 and amendments thereof.

14 To ensure the standard of hygiene in a factory, the following minimum requirements shall apply:-

(a) **Floors**. The floors should be concrete floor, hygienically designed for ease of maintenance of cleanliness and kept clean all times.

(b) **Lighting and Ventilation**. Adequate standards of lighting (natural and artificial) in working parts of the factory together with adequate ventilation and sufficient space for and protection from machinery.

(c) **Fly / Rodent / Pest / Bird Proofing**. Fly / rodent / pest / bird proofing of factory premises to the extent necessary to protect raw material during storage and processing and the manufactured products until it has been packed and the containers sealed. The records of the pest control carried out in the premises and the chemicals used with their MSDS sheets should be filed for ready reference.

(d) **Water-Supply**. An adequate supply of potable water in the factory and drinking water for the employees will be provided which shall be periodically tested and certified as free from injurious bacteria and other substances by a public health laboratory.

(e) **Disposal of Wastes**. An efficient drainage system must be provided with proper methods of disposal of waste water and other effluents. Provision must exist to eliminate dusts/fumes if any.

(f) **Conservancy**. A proper conservancy system adequately serviced with approved methods of disposal of human excreta.

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(g) Additional special hygiene precautions are necessary when waste products which are dangerous or likely to create conditions which are dangerous to health are produced at any stage during handling of raw materials or its manufacture.

(h) **Safety**. Adequate fencing of machinery shall be secured in the case of all types of machinery and its moving parts and the moving machinery shall be kept in a position which provides sufficient safeguard against any accident. Each factory must have first aid box with necessary minimum items.

3. **Workers.**

(a) So far as the health of the employees is concerned, they shall be periodically examined by Medical Officer and it should be ensured that no individual suffering from any communicable disease or any disability likely to result in contamination of the raw materials, implements, equipment or finished products, is employed.

(b) All the employees should be protected against communicable diseases with preventive inoculation / vaccination and shall be in accordance with the provisions given at IS 14134 : 1994 as amended from time to time and FSS Act 2006, regulations 2011 and amendments thereof.

(c) Provisions for personal hygiene of employees will include potable drinking water, washing facilities (Soap, basin or taps, nail brushes and towels) sanitary annexes and at least two sets of clean clothing for each employee for use only in the factory. All workers should wear head cap/gear, masks, hand gloves and boots/shoes in the working area and their nails should be trimmed properly. There should be a separate room for keeping the personal belongings and to change the clothes and for drying of wet clothes.