



# **SAINIK SCHOOL TILAIYA**

**PO – TILAIYA DAM, DISTT – KODERMA, PIN – 825413 (JHARKHAND)**

## **Invitation of Bids for “Rate Contract of Bread and Confectioneries”**

### **Request for Proposal (RFP) Tender Notice No: - [01/2022\(R\)](#)**

1. Bids in sealed cover are invited for **Rate Contract of Bread and Confectioneries**. Please superscribe the above mentioned Title, RFP number 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 RC/ Tender Document are given below -
  - (a) Bids/queries to be addressed to: **Principal**
  - (b) Postal address for sending the Bids: **Sainik School Tilaiya, PO- Tilaiya Dam  
Distt - Koderma,  
PIN - 825413(Jharkhand)**
  - (c) Name / designation of the contact personnel: **Administrative officer, Sainik School Tilaiya**
  - (d) Telephone numbers of the contact personnel: **06534 - 235048**
  - (e) E-mail ids of contact personnel: **[sainikschooltilaiya@gmail.com](mailto:sainikschooltilaiya@gmail.com)**
3. This RFP is divided into five Parts as follows:
  - (a) Part I – Contains General Information and Instructions for the Bidders about the RC / RFP such as the time, place of submission and opening of tenders, Validity period of tenders, etc.
  - (b) Part II – Contains essential details of the items / services required, such as the Schedule of Requirements (SOR), Technical Specifications, Delivery Period, Mode of Delivery and Consignee details.
  - (c) Part III – Contains Standard Conditions of RC / RFP, which will form part of the Contract with the successful Bidder.
  - (d) Part IV – Contains Special Conditions applicable to this RC/ Tender Document and which will also form part of the contract with the successful Bidder.
  - (e) Part V – Contains Evaluation Criteria and Format for Price Bids.
4. This RFP 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 RC / RFP, should it become necessary at any stage.

## **PART I – GENERAL INFORMATION**

1. **Last date and time for depositing the Bids:** **1030 hrs on 30 Jun 2022.**  
The Bid should be deposited/reach by the due date and time. The responsibility to ensure this lies with the Bidder.
2. **Manner of depositing the Bids:** Sealed Bids should be either dropped in the Tender Box marked as “**Sainik School Tilaiya Tender Box**” or sent by registered post at the address given above so as to reach by the due date and time. Late Tenders will not be considered. No responsibility will be taken for postal delay or non-delivery / non-receipt of Bid documents. Bids sent by the FAX or email will not be considered (unless they have been specifically called for by these modes due to urgency)
3. **Time and date for opening of Bids:** **1130 hrs on 30 Jun 2022**  
(If due to any exigency, the due date for opening of the Bids is declared a closed holiday, the Bids will be opened on the next working day at the same time or on any other day/time, as intimated by the Buyer).
4. **Location of the Tender Box:** **Office of the Administrative Officer,  
Sainik School Tilaiya, PO- Tilaiya Dam  
Dist - Koderma, PIN - 825413(Jharkhand)**
5. **Place of opening of the Bids:** **Conference Hall, Administrative Block  
Sainik School Tilaiya, PO- Tilaiya Dam  
Distt - Koderma, PIN - 825413(Jharkhand)**
6. The bidders may depute their representatives, duly authorized in writing, to attend the opening of bids on the due date and time. Rates and important Commercial / technical clauses quoted by all Bidders will be read out in the presence of the representatives of all the Bidders. This event will not be postponed due to non-presence of your representative.  
The Bidders have to fill up the RFP which also includes Appx ‘A’ to ‘D’ mentioning all the required information sought by the School and sign all the pages before submitting the RFP, failing which RFP may be treated as cancelled.
7. **Two-Bid system:** In case of the Two-bid system, only the Technical Bid would be opened on the time and date mentioned above. Date of opening of the Commercial Bid will be intimated after acceptance of the Technical Bids. Commercial Bids of only those firms will be opened, whose Technical Bids are found complaint / suitable after Technical evaluation is done by the Buyer.
8. **Forwarding of Bids:** Bids should be forwarded by Bidders under their original memo / letter pad inter alia furnishing all details mentioned in Appendix “A”.
9. **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 3 (three) days prior to the date of opening of the Bids. Copies of the query and clarification by the Buyer will be sent to all prospective bidders who have received the bidding documents.
10. **Modification and Withdrawal of Bids:** A bidder may modify or withdraw his bid after submission provided that the written notice of modification or withdrawal is received by the Buyer prior to deadline prescribed for submission of bids. A withdrawal notice may be sent by fax but it should be followed by a signed confirmation copy to be sent by post and such signed confirmation should reach the purchaser not later than the deadline for submission of bids. No bid shall be modified after the deadline for submission of bids. No bid may be withdrawn in the interval between the deadline for submission of bids and expiration of the period of bid validity specified. Withdrawal of a bid during this period will result in Bidder’s forfeiture of bid security.
11. **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 sought, offered or permitted. No post-bid clarification on the initiative of the bidder will be entertained.

12. **Rejection of Bids:** Canvassing by the Bidder in any form, unsolicited letter and post-tender correction may invoke summary rejection with forfeiture of EMD. Conditional tenders will be rejected.
13. **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.
14. **Validity of Bids:** The Bids should remain valid till **6 months (31 Dec 2022)** from the last date of submission of the Bids.
15. **Earnest Money Deposit:** Bidders are required to submit Earnest Money Deposit (EMD) for amount of **2,00,000/-** (One Lakh only, 10% of Appx value of the bid) in the form of DD only payable to Principal, Sainik School Tilaiya along with their bids. The EMD may be submitted in the form of account payee Demand Draft, Fixed Deposit Receipt, Banker's Cheque or Bank Guarantee from any of the public sector banks or a private sector bank authorized to conduct government business as per Form Defence Procurement Manual DPM -16. The EMD will be forfeited if the bidder withdraws or amends, impairs or derogates from the tender in any respect within the validity of their tender.
16. **Cost of Tender Form:** Tender Paper can be purchased from the School office on cash payment of Rs. **1000/- (non-refundable)** each on any working days between 0830 to 1400 hrs (except on Sundays & Holidays) from **09 Jun 2022 to 29 Jun 2022** or can be downloaded from CPP portal / school Website for which **DD of Rs 1000/-** payable to Principal Sainik School Tilaiya, SST Branch (Code 3502) is to be attached with Tender documents.
17. **Period of Contract:** The contract should remain valid w.e.f **01 Jul 2022 to 30 Apr 2023**.
18. **Filling of Tender Documents:** Filling of all the relevant points of tender documents is mandatory by the tenderer. All the pages of tender documents must be signed by the tenderer. Anything missing on the document part will be treated as cancel of complete tender document. Tenderer will not have any right to claim on the subject issue.
19. **Credential of Tenderer:** Tenderer is supposed to submit the all relevant credential document along with the tender form.

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

1. **Schedule of Requirements:** List of Items / services required is as follows:

### **“Rate Contract of Bread and Confectioneries”**

2. **Technical Details:**

- (a) Specifications: Attached as Appendix “B”.
- (b) Technical details with technical parameters: As mentioned at Appendix “B”.
- (c) Agreed Terms & Conditions: Bidders have to submit ATC duly fill up as per Appx ‘C’ along with Technical Bid.

3. **Two-Bid System:**

- (i) The Bidders are required to submit **two separate Bids** as given below:-

- (i) **Technical Bid.** Bidders are required to furnish clause by clause compliance of specifications bringing out clearly the deviations from specification, if any. The Bidders are advised to submit the compliance statement in the following format along with Technical Bid:-

Para 2 Part II of Tender specifications item-wise	Specification of item offered	Compliance to Tender specification – whether Yes / No	In case of noncompliance, deviation from Tender to be specified in unambiguous terms.
---------------------------------------------------	-------------------------------	-------------------------------------------------------	---------------------------------------------------------------------------------------

- (ii) **Commercial/ Price Bid.** Bidders are required to fill up the Price Bid Format as given at **Appendix “D”** correctly with full details.

4. **Samples:** Samples of each type of item must be submitted along with the Tender Document during the submission of Bids and the same will checked during technical evaluation.

5. **Delivery Period:** Delivery period for supply of items would be the subsequent day of placing of order and as per the supply order issued from time to time from the effective date of contract and the penalty will be levied at 0.5% of the order value for each day of delay. Please note that Contract can be cancelled unilaterally by the Buyer or risk purchase initiated in case items are not received within the contracted delivery period. Extension of contracted delivery period will be at the sole discretion of the Buyer, with applicability of LD clauses.

6. **Empty Container/ Packing Cases:** Empty container / packing cases will not be returned to the tenderer after supply of item under any circumstances. Rate of items will be considered along with its own container / packing cases.

7. **Consignee details:** **Principal,  
Sainik School Tilaiya,  
PO – Tilaiya Dam,  
Distt – Koderma,  
PIN – 825 413 (Jharkhand)**

### **PART III – STANDARD CONDITIONS OF RFP**

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

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

2. **Effective Date of the Contract:** The contract shall come into effect on the date of signatures of both the parties on the contract (Effective Date) and shall remain valid until the completion of the obligations of the parties under the contract or specified contract period whichever expires earlier. 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 in the Sub-Divisional Court of Koderma, Jharkhand, only. The standard clause of arbitration is as per Forms DPM-7, DPM-8 and DPM-9.

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 disfavor to any person in relation to the present Contract or any other Contract with the Government of India. Any breach of the aforesaid undertaking by the 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 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 Sellers failure to submit the Bonds, Guarantees and Documents, supply the products and conduct trials, installation of equipment, training etc. as specified in this contract, the buyer may, at his discretion, with hold 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 of the delayed /undelivered products 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 shall have the right to terminate this Contract in part or in full in any of the following cases:-

(a) The delivery of the goods / products is delayed for causes not attributable to Force Majeure, beyond the schedule date of delivery.

(b) The Seller is declared bankrupt or becomes insolvent.

(c) The delivery of goods / products is delayed due to causes of Force Majeure by more than **15 days** 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 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.

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 arise in respect of manufacture or use. The Seller shall be responsible for the completion of the supplies 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) If Bidder desires to ask for excise duty or 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.

(ii) If reimbursement of any Duty / Tax is intended as extra over the quoted prices, the Bidder must specifically say so. In the absence of any such stipulation it

will be presumed that the prices quoted are firm and final and no claim on account of such duty / tax will be entertained after the opening of tenders.

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

(iv) 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 him up to the limit of exemption which he may have. If any concession is available in regard to rate / quantum of any Duty/tax, it should be brought out clearly. Stipulations like, the said duty / tax was presently not applicable but the same will be charged if it becomes leviable later on, will not be accepted unless in such cases it is clearly stated by a Bidder that such duty/tax will not be charged by him even if the same becomes applicable later on. In respect of the Bidders, who fail to comply with this requirement, their quoted prices shall be loaded with the quantum of such duty/tax which is normally applicable on the item in question for the purpose of comparing their prices with other Bidders.

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

**(b) GST**

(i) If it is desired by the Bidder to ask for 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 GST and no liability of tax will be developed upon the Buyer.

(ii) On the Bids quoting GST extra, the rate and the nature of GST applicable at the time of supply should be shown separately. GST 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 GST and the same is payable as per the terms of the contract.

**(c) 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 products 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 demurrages charges. The receipt obtained for such payment should be forwarded to the Buyer without delay together with a copy of the relevant act or bylaws / 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.

## **PART IV – SPECIAL CONDITIONS OF RC/ TENDER DOCUMENT**

The Bidder is required to give confirmation of their acceptance of Special Conditions of the RC/ Tender Document 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 Guarantee.** Before signing of the Rate Contract, the successful Bidder will be required to furnish a **Performance Guarantee** by way of **Bank Guarantee** (From any nationalized Bank) for a sum equivalent to **10%** of the Total Contract value arrived at by multiplying the anticipated annual requirement with the price quoted by the Bidder (lowest quoted price) within 30 days of receipt of the confirmed order. Performance Bank Guarantee should be valid up to 60 days beyond the date of contract. The specimen of PBG is given in Form DPM-15. (Available on MoD website)
2. **Option Clause.** The contract will 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 this option or not.
3. **Repeat Order Clause.** The contract will have a Repeat Order Clause, wherein the Buyer can order upto 50% quantity of the items under the present contract within six months from the date of supply/successful completion of this contract, the cost, terms & conditions remaining the same. The Bidder is to confirm acceptance of this clause. It will be entirely the discretion of the Buyer to place the Repeat order or not.
4. **Tolerance Clause.** To take care of any change in the requirement during the period starting from issue of Tender document till placement of the contract, Buyer reserves the right to 25% plus/minus increase or decrease the quantity of the required products upto that limit without any change in the terms & conditions and prices quoted by the Seller. While awarding the contract, the quantity ordered can be increased or decreased by the Buyer within this tolerance limit.
5. **Payment Terms.** It will be mandatory for the Bidders to indicate their bank account numbers and other relevant e-payment details so that payments could be made through ECS/NEFT mechanism instead of payment through Cheques, wherever feasible. A copy of the model mandate form prescribed by RBI to be submitted by Bidders for receiving payments through ECS is at Form DPM-11(Available on MoD website). 100% payment will be made on delivery of items and acceptance by the user.
6. **Advance Payments:** No advance payment(s) will be made.
7. **Paying authority:** Principal, Sainik School Tilaiya will be the paying authority. The payment of bills will be made on submission of the following documents by the Seller to the Paying Authority along with the bill:
  - (i) Ink-signed copy of contingent bill / Seller's bill.
  - (ii) Ink-signed copy of Commercial invoice / Seller's bill.
  - (iii) Copy of Supply Order.
  - (iv) CRVs in duplicate if applicable
  - (v) Inspection note if applicable
  - (vi) Claim for statutory and other levies to be supported with requisite documents / proof of payment such as GST challan, Customs duty clearance certificate, Proof of payment for EPF/ESIC contribution with nominal roll of beneficiaries, etc as applicable.
  - (vii) Exemption certificate for Excise duty / Customs duty / GST, if applicable.
  - (viii) Bank guarantee for advance, if any.
  - (ix) Guarantee / Warranty certificate.
  - (x) Performance Bank guarantee / Indemnity bond where applicable.
  - (xi) DP extension letter with CFA's sanction where required under delegation of powers, indicating whether extension is with or without LD.
  - (xii) 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).



- (xiii) Any other document / certificate that may be provided for in the Supply Order / Contract.
  - (xiv) User Acceptance.
  - (xv) Xerox copy of PBG.
- (Note – From the above list, the document that may be required depends upon the peculiarities of the procurement being undertaken.)

8. **Parallel Rate Contract.** In case it is observed that a single supplier does not have enough capacity to cater to the entire demand of an item / product or where it is desirable to have a wider vendor base due to criticality of the items / products, it may become desirable to conclude parallel RCs with more than one firm. The Principal, Sainik School Tilaiya based on the merit of each case, may decide the number of firms to be awarded RC for an item / product in order to have a wider choice.

9. The Buyer reserves the right to have the contracted item / product through School Run Canteen (Canteen Stores Department), in case available, without entering into Parallel Rate Contract.

10. The Buyer has the option to renegotiate the price with the rate contract holders.

11. In case of emergency, the Buyer may have the contracted item / product through ad hoc contract with a new supplier.

13. The Buyer and the authorized users of the rate contract will be entitled to place supply orders up to the last day of the validity of the rate contract and, though supplies against such supply orders will be effected beyond the validity period of the rate contract and all such supplies will be guided by the terms and conditions of the rate contract.

14. **Fall Clause.** The following Fall clauses will form part of the contract on successful Bidder.

(a) The price charged for the item / product supplier under the contract by the Seller shall in no event exceed the lowest price at which the Seller sells the item / product or offer to sell item / product of identical description to any persons / organization including the purchaser or any department of the Central Government or any Department of State Government or any statutory undertaking the Central or State Government as the case may be during the period of till performance of all supply orders placed during the currency of the rate contract is completed.

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

- (i) Exports by the Seller.
- (ii) Sale of item / product as original equipment at price lower than the price charged for normal replacement.
- (iii) Sale of item / product which have expiry dates.
- (iv) Sales of item / product at lower price on or after the date of completion or sale / placement of the order of item / product by the authority concerned under the existing or previous Rate Contract as also under any previous contracts entered into with the Central or State Govt. Deptts, including their undertaking excluding joint sector companies and / or parties and bodies.

(c) The Seller shall furnish the following certificate to the Paying Authority along with each bill for payment for supplies made against the Rate Contract "We certify that there has

been no reduction in sale price of the item / product or description to the item / product suppliers of the Government under the contract herein and such stores have 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 the date may be upto the date of bill/the date of completion of supplies against all supply orders placed during the currency of the Rate contract at price lower than the price charged to the government under the contract except for quantity of stores categories under sub-clauses (a), (b) and (c) of sub- para (ii) above details of which are given below..."

15. **Risk & Expense clause.**

(i) Should the item / product or any installment thereof not be delivered within the time or times specified in the contract documents, or if defective delivery is made in respect of the item / product or any installment thereof, the Buyer shall after granting the Seller **03 days** to cure the breach, be at liberty, without prejudice to the right to recover liquidated damages as a remedy for breach of contract, to declare the contract as cancelled either wholly or to the extent of such default.

(b) Should the item / product or any installment thereof not be in accordance with the specifications / parameters agreed by the Seller, 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 item / product breach that was not remedied within **03 days**, the Buyer shall, having given the right of first refusal to the Seller be at liberty to have from any other source as he thinks fit, other item / product 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 item / product remaining to be delivered there under.

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

16. **Force Majeure clause.**

(i) Neither party shall bear responsibility for the complete or partial nonperformance of any of its obligations (except for failure to pay any sum which has become due on account of receipt of item / product 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 goods received.

17. **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 any modifications to the existing requirements to meet the specific requirement of the Buyer.

18. **Transportation.** The item / product shall be delivered by the seller at his own cost.

19. **Packing and Marking.** The following Packing and Marking clause will form part of the contract placed on successful Bidder;-

(i) The Seller shall provide packing and preservation of the item / product contracted so as to ensure their safety against damage in the conditions of land, sea and air transportation, transshipment, storage and weather hazards during transportation, subject to proper cargo handling. The seller shall ensure the packing of item / product containers should be sufficiently strong.

(b) The packing of the item / product shall conform to the requirements of specifications and standards in force.

20. **Quality.** The quality of the item / product delivered according to the present Contract shall correspond to the technical conditions and standards valid for the deliveries of the same item / product for in Seller's country or specifications enumerated as per RFP and shall also include therein modification to the item / product suggested by the Buyer. Such modifications will be mutually agreed to. The Seller confirms that the item / product to be supplied under this Contract shall be new / fresh.

21. **Quality Assurance.** The item should be fresh, conforming to the current production standard and specifications as specified in the contract.

22. **Inspection Authority.** The Inspection will be carried out by representative of Principal, Sainik School; Tilaiya at the Buyer's site at Seller's cost. The mode of Inspection will be Departmental Inspection / User Inspection / Joint Inspection / Self-certification. Item not conforming as per RFP, liable to be rejected.

23. Lowest rate quoted by the L1 Seller will be verified in accordance with local market rate/Bazar samity rate.

24. **Franking clause** – The following Franking clause will form part of the contract placed on successful Bidder –

**(a) Franking Clause in the case of Acceptance of Goods** “The fact that the item / product have been inspected after the delivery period and passed by the Inspecting Officer will not have the effect of keeping the contract alive. The item / product are being passed without prejudice to the rights of the Buyer under the terms and conditions of the contract”.

**(b) Franking Clause in the case of Rejection of Goods** “The fact that the item / product have been inspected after the delivery period and rejected by the Inspecting Officer will not bind the Buyer in any manner. The item / product are being rejected without prejudice to the rights of the Buyer under the terms and conditions of the contract.”

25. **Claims:** The following Claims clause will form part of the contract placed on successful Bidder –
- (a) The claims may be presented either: (a) on quantity of the item / product, where the quantity does not correspond to the quantity shown in the Packing List/Insufficiency in packing, or (b) on quality of the item / product, 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 completion of JRI and acceptance of item / product. 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 during the JRI shall be presented within 45 days of completion of JRI and acceptance of item / product. Quality claims shall be presented for defects or deficiencies in quality noticed during warranty period earliest but not later than 45 days 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 item / product is 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 item / product from the location nominated by the Buyer and delivers the replaced item / product at the same location under Seller's arrangement.
  - (f) Claims may also be settled by reduction of cost of item / product 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 Controller/Controller of Defence Accounts concerned.
  - (g) The quality claims will be raised solely by the Buyer and without any certification / countersignature by the Seller's representative stationed in India.
26. Maximum '**Educational Discount**' admissible in is to be mentioned in the offer.

## PART V – EVALUATION CRITERIA

1. **Evaluation Criteria.** The broad guidelines for evaluation of bids will be as follows:-
- (a) Only those bids will be evaluated which are found to be fulfilling all the eligibility and qualifying requirements of the RFP, both technically and commercially.
- (b) In respect of Two-Bid system, the technical Bids forwarded by the Bidders will be evaluated by the Buyer with reference to the technical characteristics of the item / product as mentioned in the RFP. The compliance of Technical Bids would be determined on the basis of the parameters specified in the RFP. The Commercial Bids of only those Bidders will be opened whose Technical Bids would clear the technical evaluation.
- (c) The Lowest Bid will be decided upon the lowest price quoted by the particular Bidder as per the price Format given at Appx 'B'. The consideration of taxes and duties in evaluation process will be as follows:
- (i) In cases where only indigenous Bidders are competing, all taxes and duties (including those for which exemption certificates are issued) quoted by the Bidders will be considered. The ultimate cost to the Buyer would be the deciding factor for ranking of Bids.
- (ii) In cases where both foreign and indigenous Bidders are competing, following criteria would be followed –
1. In case of foreign Bidders, the basic cost (CIF) quoted by them would be the basis for the purpose of comparison of various tenders.
  2. In case of indigenous Bidders, excise duty on fully formed equipment would be offloaded.
  3. Sales tax and other local levies, i.e. octroi, entry tax etc would be ignored in case of indigenous Bidders.
- (d) The Bidders are required to spell out the rates of Customs duty, Excise duty, GST, Service Tax, etc in unambiguous terms; otherwise their offers will be loaded with the maximum rates of duties and taxes for the purpose of comparison of prices.
- (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.**
- (f) 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 will have the right to award contracts to different Bidders for being lowest in particular items. 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.

- (g) A demand draft of BID Earnest money (EMD) amount **Rs 02 Lac** in favour of Principal "Sainik School Tilaiya".
- (h) Money receipt of the Tender Paper purchased must be enclosed if purchased from School or a **DD of 1000/-** will be attached if downloaded from the School website.
- (j) Attested copy of GST registration.
- (k) Copy of pan card and Aadhaar Card.
- (l) Income tax return certificate of last three Assessment years.
- (m) A copy of current GST returns.
- (n) A copy of CA Audit report includes assessment report, if audit is not applicable then a copy of self-attached assessment report.
- (p) Copy of Character certificate issued by Deputy Commissioner / superintendent of police office.
- (q) Affidavit for non-black listing / no legal litigations
- (r) Self-attested along with stamp at all pages of submitted document is mandatory
- (s) Technical bid and Financial bid separately sealed in two different envelope and both the envelopes should be deposited in one single sealed envelope. On qualifying in technical bid commercial bids will be opened.

.....Jun 22

Sd/-

(Anant Shrivastava)  
Sqn Ldr  
Adm Offr

**FORM TO BE COMPLETED BY THE TENDERER FOR SUPPLY OF ARTICLES TO SAINIK  
SCHOOL TILAIYA**

1. Name of the Firm/Individual: .....
2. Address: Head Office/Registered Office : .....
3. Branches : .....
4. (a) PAN No.....(b) GST No .....  
© AADHAAR No:.....
5. Telephone/Telex No/Fax/Mobile No : .....
6. E-mail ID .....for online supply order.
7. Is your firm registered under
  - (a) The Indian Companies Act 1918 : .....
  - The Companies Act 1956
  - (b) The Indian Partnership Act 1932 : .....
  - © The Indian Factories Act : .....
  - (d) Any other Act : .....
8. Name and Address of your bankers -.....  
stating the name in which account stands **(A/c No. & IFSC code of the Bank)**.
9. Are you in the Central/State Govt. list : .....
- of approved contractors if so give details
10. Are you financially solvent : .....
11. Articles in which the applicant usually deals .....  
and the length of the applicants experience in trade
12. **DECLARATION**

I/We.....  
(Give Name of Partners/properties or share holders in case of Firm) do hereby declare  
that the entries made in the application from are true to the best of my/our knowledge.

**NOTE:** All subsequent changes in the construction or working of firm, affecting the accuracy of  
the answers now given, should be promptly communicated to the school authority.

**(Signature of the Tenderer)**

**SPECIFICATION FOR RATE CONTRACT OF BREAD & CONFECTIONERIES**

<b>SI No</b>	<b>Name of items</b>	<b>Specification (Minimum Weight)</b>	<b>Denom</b>
1.	Bread Sliced	400 gms	Pkt
2.	Bread Sliced	800 gms	Pkt
3.	Paw	300 gms	Each
4.	Bun	90 gms	Each
5.	Cookies	235 gms	Pkt
6.	Sweet Bun	70 gms	Each
7.	Cream Bun	Standard Size	Each
8.	Cream Roll	Standard Size	Each
9.	Kulcha	Standard Size	Each

**\*\*** There will not be any change in quality as specified in the tender document, however tenderer wants to put the rate of any other brands of similar specification may quote in separate page on their letter head which may or may not be accepted as per the School requirement.

**Quality**

1. The Bread shall be baked in conventional form in manufacturing plant which is preferably HACCP/ ISO 22000 certified. The crust shall be free from blisters and shall be of uniform golden to light brown colour. The crust shall not be burnt and shall be free from soot and any foreign matter.
2. The loaf shall have a volume / mass ratio of not less than 2:5. The crumb shall have small pores uniformly distributed, throughout and with thin cell walls. It shall be free from non porous mass, splits and large holes, lumps of flour or salt or any other evidence of incomplete mixing or baking.
3. There shall be no hollow between the crust and the crumb.
4. The flavor shall be characteristics of fresh, well baked bread, free from bitterness or any other objectionable flavors or taste. The bread shall also be free from indications of rope or mould. Baking products received back from market shall not be recycled.
5. The bread shall be wrapped or packed in sliced form either in clean waxed paper or any other suitable food grade wrapper to preserve freshness. Packing may also be done in printed food grade poly bags which can be lightened with rubber band. The mass of each bread loaf shall be either 400 gms or 800 gms as per the provisions of the standard of weight and measures (Packaged commodities) Rules, 1977.
6. The following particulars shall be clearly and indelibly marked on each pack of bread on the outer side of the wrapper. Printing shall be done by using non toxic and non penetrating / non transferable ink:-
  - (a) Description of contents
  - (b) Name and address of manufacture.
  - (c) Trade name, if any
  - (d) Mass of the loaf when packed
  - (e) Any added ingredients such as preservative, emulsifiers, dough conditioners nutrients.
  - (f) Date of manufacture
  - (g) Best Before
  - (h) Symbol for veg food.

**(Signature of the Tenderer)**



**AGREED TERMS AND CONDITIONS**

**Important Notice**

(A) This questionnaire (ATC) duly filled-in the same word file must be submitted along with the offer, failing which your offer will be liable for rejection. This document received in any other form will not be accepted and can lead to rejection of offer.

(B) Each point must be confirmed / replied suitably.

(c) Bidder to note that the confirmation / acceptance / comments mentioned /agree by them in this ATC are final will supersede any contrary team indicated elsewhere in their quotation / tender documents.

S.No	Description / Tender Requirement	Vender's Reply
<b>Compliance to Technical Bid</b>		
1.	Confirm that the offer has been submitted strictly as per the tender required	
2.	Confirm that all pages of "Technical Specifications" have been submitted with the technical bid as a token of acceptance	
3.	Confirm that all the document related to "Technical Specification" have been submitted with the technical bid as a token of acceptance.	
4.	Confirm that there is no technical deviation and specification of offered product is same as per tender specification.	
<b>Compliance to commercial Bid</b>		
1.	Confirm that the quoted price are in Indian Rupees.	
2.	Confirm that the Price shall be FIRM and FIXED till complete execution of order and shall not be subject to variation on any account.	
3.	Confirm that your quotation is valid for acceptance up to 1 year from the opening date of this enquiry.	
4.	Confirm that packaging & transportation charges or any other charges should be included in Price Bid. The total price of all items put together will be considered for price evaluation.	
5.	Please confirm that your firm have not been banned or delisted by any Government or Quasi Government agencies or PSUs. This does not necessarily be the cause for disqualification. However if this declaration is not furnished the bid may be rejected as non responsive.	
6.	If your response to point no. 5 above "banned / Delisted By.....(Name of Co) and (ii) Validity of such delisting banning.	
7.	Confirm unconditional acceptance that any bidder making a false claim would have its contract terminated forthwith, if detected later.	
8.	Confirm whether you firm is registered with any of the following in order to avail the benefits/preference available vide Public Procurement Policy MSEs order, 2012. a) District Industries Centers (DIC) b) Khadi and Village Industries Commission (KVIC) c) Khadi and Village Industries Broad d) Coir Board e) National Small Industries Corporation (NSIC) f) Directorate of Handicraft and Handloom g) Any other body specified by Ministry of MSME If yes, then please mention with whom your firm is registered with as MSE and the Proof for the same may be attached <b>Note:-</b> Benefits /Preference available to Micro & Small Enterprises (MSEs) is applicable to " Producer/Manufacturer" of the tendered items only"	

**PRICE BID FOR RATE CONTRACT OF BREAD & CONFECTIONERIES**

SI No	Name of items	Specification (Minimum Weight)	Denom	Brand	Estimated Annual Requirement (packets)	Rate	GST	TOTAL
1.	Bread Sliced	400 gms	Pkt		36000			
2.	Bread Sliced	800 gms	Pkt		As per Requirement			
3.	Paw	300 gms	Each		3000			
4.	Bun	90 gms	Each		As per Requirement			
5.	Cookies	235 gms	Pkt		12500			
6.	Sweet Bun	70 gms	Each		31000			
7.	Cream Roll	Standard Size	Each		As per Requirement			
8.	Pizza Bread	Standard Size	Each		As per Requirement			
9.								

The quantity specified is as per average consumption of last year.

**\*\*** There will not be any change in quality as specified in the tender document, however tenderer wants to put the rate of any other brands of similar specification may quote in separate page on their letter head which may or may not be accepted as per the School requirement.

**Note**

(a) Tenderers interested in quoting more than one Brand of the above mentioned items may do so separately on their letter pads in the above format and attach it with their application. **Selection of Brand will be at the sole discretion of the Buyer.**

(b) **Additional qty / Free qty offered by the Company along with their denomination, is to be Supplied to the buyer.** Those qty will be supplied by the Seller free of cost to the School.

(c) **Containers / bags of the products are the buyer's property** and Seller will not claim for Those Containers / bags.

(d) **No change of brand quoted by the Seller will be accepted.** In lieu of any brand for any item will be submitted in separate letter head duly signed by the tenderer.

(e) **Selection of tender will be on the basis of quality and rate. All the vendors / tenderers have to submit the sample of all items otherwise candidature may likely to be cancelled. Sample of selected Seller will be retained by the Buyer if required.**

**CERTIFICATE**

Separate Price Bid:                      Attached                      /                      Not Attached

**(Signature of the Tenderer)**

1. \* **Strike out whichever is not applicable.**
2. **In case of tax exempted item, please attach copy of applicable Government order.**