



SAINIK SCHOOL GHORAKHAL

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No: SSGK/ QM / CHICKEN / 2021-22

Date _____

Cost of the form Rs. 500 /- paid vide SSGK MR No. / DD No. _____ dated _____

Earnest Money Rs 5,000 /- paid vide DD No. _____ dated _____

TENDER FORM FOR SUPPLY OF EGGS(HEN)

FROM 01 AUG 2021 TO 31 JUL 2022

(Any alteration / addition made in the tender form will make it null and void)

1. Sealed tenders are invited from agencies of good repute having sound financial background and experience, by 12:00 hrs on 12 Jul 2021, for supply of eggs-hen from 01 Aug 2021 to 31 Jul 2022. Late receipt of tenders will not be considered. Postal delay is at vendor's risk.

2. Tender forms would be available at school office on payment of **Rs 500/-** (non-refundable) by **SBI DEMAND DRAFT** in favour of PRINCIPAL, SAINIK SCHOOL GHORAKHAL, payable at Bhowali, (CODE NO. 1352), up to 1200 hrs on 12 Jul 2021. Earnest money of **Rs 5000/-** is to be paid by SBI Demand Draft, refundable on finalisation of tender, in favour of Principal Sainik School Ghorakhal, as mentioned above, is to be submitted along with filled-in tender form. In case the tender form is downloaded from the Internet, received by post, or by any other means, it shall accompany two separate demand drafts for **Rs 500/-** (non-refundable amount towards the cost of the form) and **Rs 5000 /-** (towards EMD). In case, cost of tender form, and /or EMD is not deposited, the tender will be summarily rejected and the draft accompanying the tender form shall be forfeited. Tenders will be opened at **1230 hrs on 12 Jul 2021** in presence of the bidders / authorised agents, in the School premises. **Principal reserves the right to accept or reject any or all tenders without assigning reasons there of.**

Part I – General Information

- Manner of Depositing the bids:** Sealed Bids should be either dropped in the Tender Box (Para IV) or send 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 FAX or E-mail will not be considered (unless they have been specifically called for by these modes due to urgency) Bidders are requested to quote their e-mail ID on their letter head for expeditious communication post opening for tender/RFP documents. The bid should be packed in envelope before putting in tender Box.
- Time and date for opening of Bids:** 12 Jul 2021 (1230 hrs) (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).
- Location of the Tender Box:** Guard Room, Main Gate No 02 ,Sainik School Ghorakhal only those Bids that are found in the tender box will be opened. Bids dropped in the wrong Tender Box will be rendered invalid.
- Place of opening of the Bids:** Reception Room ,next to Gate No. 02 of Sainik School Ghorakhal 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.

5. **Forwarding of Bids:** Bids should be forwarded by Bidders under their original memo/ letter pad inter alia furnishing the following details:-
 - (a) Complete postal and e-mail address and Fax/ Telephone No.
 - (b) GST number
 - (c) Bank Branch and address
 - (d) Name as it appears in the Bank Account
 - (e) Detail of Account number, Account Type IFSC, MICR code (Along with one cancelled cheque or photocopy of Bank Pass Book)
 - (f) PAN Number.
 - (g) Bank guarantee

6. **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 seven (07) days prior to the date of opening of the bids.. Copies of the query and clarification by the purchaser will be sent to all prospective bidders who have received the bidding documents.

7. **Modifications and Withdrawal of Bids:** A bidder may modify or withdraw his bid after submission provided that the Witten notice of modifications or withdrawal is received by the Buyer prior to deadline prescribed for submission of bids. A withdrawal notice may be sent by e-mail but it should be followed by a signed confirmation and 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.

8. **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.

9. **Validity fo Bids:** The Bids should remain valid till 90 days.

PART II- ESSENTIAL DETAILS OF ITEMS/SERVICES REQUIRED

1. **Delivery Period** : Delivery period for supply of items would be as per supply order placed. Please note that contract can be cancelled unilaterally by the Buyer in case items are not received within the contracted delivery period. Extension of contracted delivery period will be at the sole discretion of the Buyer, with applicability of LD clause.

2. **Terms of delivery:** It will be sole responsibility of seller's to deliver the items at Consignee Address given below within the delivery period as mentioned in the contract.

3. **Consignee Details:** Quarter Master, Sainik School Ghorakhal, Nainital

PART III- STANDARD CONDITIONS

The Bidder is required to give confirmation of their acceptance of the standards condition of the request for proposal mentioned below which will automatically be considered as part to the Contract concluded with the successful bidder (i.e. Seller in the Contract) as selected by the buyer. Failure to do so may result in rejection of the Bid submitted by the bidder.

1. **Law:** The contract shall be considered and made in accordance with the laws of the Republic of India. The contract shall be governed by and interpreted in accordance with the laws of the Republic of India.
2. **Effective date of the Contract:** The contract shall come into effect on the date of signatures of both the parties on the contract (Effective Date) and shall remain valid until the completion of the obligations of the parties under the contract. The deliveries and supplies and performance of the services shall commence from the effective date of the contract.
3. **Liquidated Damages:** In the event of the Seller's failure to submit the Bonds, Guarantees and Documents, Supply the stores/goods and conduct trials, installation of equipment training etc as specified in this contract, the Buyer may, at his discretion, withhold 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.
4. **Termination of Contract:** The Buyer shall have the right to terminate this contract in part or in full in any of the following cases:-
 - (i) 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.
 - (ii) The Seller is declared bankrupt or becomes insolvent.
 - (iii) The delivery of material is delayed due to causes of Force Majeure by more than (two months) provided Force Majeure clause is included in contract.
 - (iv) 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.
 - (v) As per decision of the Arbitration Tribunal.
5. **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 registered pre-paid mail/ e-mail, addressed to the last known address of the party to whom it is sent.
6. **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.
7. **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 other part thereof.
8. **Taxes and Duties:**
 - (i) **General**
 1. If Bidder desires to ask for excise duty or Sales Tax/ VAT/ 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.

2. 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.

3. 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.

4. 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 charge 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 liveable 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.

5. 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.

(ii) **Sales Tax/VAT/ GST:**

1. If it is desired by the Bidder to ask for Sales tax /VAT/GST and transportation to be paid

as extra, the same must be specifically stated. In the absence of any such stipulation in the bid, in the bid, it will be presumed that the prices quoted by the Bidder are inclusive of sales tax, transportation and no liability of sales tax will be developed upon the Buyer.

2. 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.

Part IV-Special conditions of RFP

The bidder is required to give confirmation of their acceptance of special conditions of the RFP mentioned below which will automatically be considered as part of the contract concluded with the successful bidder (i.e. Seller in the contract) as selected by the buyer. Failure to do so may result in rejection of bid submitted by the bidder

1. **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 and conditions of the present contract. This will be applicable within the currency of the 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.

2. **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 and 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.

3. **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 20 % plus /minus increase or decrease the quantity of the required goods upto that limit without any change in the terms and 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.

4. **Fall clause** : **The following fall clause will form part of the contract placed on successful bidder.**

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

(b) If at any time, during the said period the contractor reduces the sale price, sells or offer to sell such stores to any person/organisation including the purchaser 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 shall forthwith notify such reduction or sale or offer of sale to the Director general of Supplies & Disposals and the price payable under the contract for the stores of such reduction of sale or offer of the sale shall stand correspondingly reduce. The above stipulation will, however, not apply to:-

(i) Exports by the contractor.

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

(iii) Sale of goods such as drugs which have expiry dates R/C holder cannot reduce rates under pretext of fall clause in Drug and medicine contracts.

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

(c) The Seller shall furnish the following certificate to the Paying Authority along with each bill for payment for supplies made against the Rate contract- "We certify that there has been no reduction in sale piece of the stores of description identical to the stores supplied to the Government under the contract herein and such stores have not been offered/sold by me/us to

any person/organisation including the purchaser or any department of Central Government or any Department of a State Government or any Statutory Undertaking of the Central or state Government as the case may be upto the date of bill/the date of completion of supplies against all supply orders placed during the currency of the Rate contract at price lower than the price charged to the government under the contract except for quantity of stores categories under sub-clauses (a), (b) and (c) of sub-para (ii) above details of which are given below:

5. Risk & Expense clause

(a) Should the stores or any installment thereof not be delivered within the time or times specified in the contract document, or if defective delivery is made in respect of the stores or any installment thereof, the Buyer shall after granting the Seller 45 days to cure the breach, be at liberty, without prejudice to the right to recover liquidated damages as remedy for breach of contract, the declare the contract as cancelled either wholly or to the extent of such default.

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

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

(i) Such default

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

(d) Any excess of the purchase price, cost of manufacturer, or value of any sores procured form 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 hall not exceed 10% of the value of the contract."

6. Force Majeure Clause

(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 goods 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 preset 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 ten 10 (Ten) days form 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 of the terms provided in the agreement of the goods received.

7. Payment Terms: It will be mandatory for bidder to include their bank account numbers and other relevant e-payment details so that payment could be made through RTGS/NEFT etc wherever feasible.

8. Paying Authority : Administrative Officer, Sainik School Ghorakhal, Nainital 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 (As applicable)

(i) Ink- signed copy of Commercial Invoice/ Seller's bill

(ii) 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)

9. Earliest Acceptable Year of Manufacture: Latest produced item will only be accepted and Quality/ Life certificate will need to be enclosed.

10. Transportation: The stores shall be dispatched to the consignee by the supplier on his own arrangement.

11. Quality: The quality of the items delivered according to the present contract shall correspond to the conditions and standards valid for the deliveries of the same items for in Seller's country or specifications enumerated as per RFP and shall also include therein modification to the items suggested by the Buyer. Such modifications will be mutually agreed to.

12. Quality Assurance: The item should be of the latest produced product conforming to the current standard and having 100% defined life at the time of delivery.

13. Inspection Authority: Principal /Administrative officer, Sainik school Ghorakhal, Nainital is the inspecting agency.

14. Warranty: The seller warrants that the goods supplied under the contract confirm to sample selected by buyer.

Part V – Evaluation criteria & Price Bid Issues

1. Evaluation Criteria – The board guidelines for evaluation of Bids will be as follows:

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

(b) 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.

- (c) 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.
- (d) All taxes and levies including GST must be mentioned with their rates and value. No further correspondence on submitted quotations will be entertained after closing date of tender

2 TERMS AND CONDITIONS FOR SUPPLY OF EGGS (HEN)

- (a) The rates quoted should be for eggs(Hen) Grade I quality inclusive of all charges, all taxes including GST if any, for free delivery at the school site on stipulated date & time. The contract shall be for the period from 01 Aug 2021 to 31 Jul 2022. However, it will come in to effect from the date of actual issue of orders.
- (b) The firm must enclose copy of Pan Card/ GST registration and copy of Food safety certificate as applicable and attach along with the tender for documentary proof.. If the firm does not enclose the above mentioned copies of documents,, the tender will be rejected at the time of opening of tender. .
- (c) Incomplete, illegible and over written tenders are likely to be rejected by the board of officers. Also, it is not mandatory on the part of Principal, Sainik School Ghorakhal to award contract to the agency / firm quoting the lowest. The decision of the Principal is final in case of acceptance / rejection of any tender depending on merit / quality and the factors in the interest of the school.
- (d) The bidder is to note that once contract is finalised, after due negotiations of rates, has to deposit security amount @ Rs. 5% of the total cost in the form of DD, before the indent for supply is placed. In case the approved bidder fails to deposit security money by the due date, the EMD will stand forfeited and he would have no further claim of the contract and forfeited amount.
- (e) Only fresh, good quality and big size eggs- hen (with 2" dia and 65-70 gm in weight) will be accepted. Stale, broken and rotten eggs are not to be supplied. **For each stale egg supplied, a fine of charges equivalent to 15 fresh eggs and for each rotten egg supplied, a fine of charge equivalent to 30 fresh eggs will be levied.**
- (f) Eggs will be supplied as per the indent with in stipulated time mentioned in the indent form. Collection of indent form from the school is the responsibility of the supplier. Inferior and sub-standard quality of supply will not be accepted. Eggs supplied would be inspected before acceptance. **The School Medical Officer/Administrative Officer is authorised to reject the supply if he finds the supplied lot is unfit for human consumption. Substitute items if supplied, will not be accepted. Eggs supplied must be of fresh and latest stock ensuring highest of hygienic standards for which a certificate to that effect shall be furnished.**
- (g) Request for enhancement of rates of any items under any circumstances, will not be considered once the rates are finalised. Hence, the bidder is to quote rates accordingly, keeping the market forces factor in mind. The market standing of the contractor in terms of permanent shop, infrastructure, financial soundness, previous service to the school, etc., shall be verified before award of the contract.
- (h) Payment will be made by crossed cheque only, once in a month on submission of the corrected bill, with in a month from the date of the receipt of the corrected bill for the items actually received in good condition. Alternatively, the school would prefer to directly credit the amount to the agency's business account with State Bank of India, through core banking system 2% of TDS deduction from each payment will be made, as per rules of Income Tax. **No advance payment is permissible.-**

(i) In the event of short supply or failure of supply on the stipulated date and time or rejection of the supply, the school is at liberty to purchase the indented items from the local market without prejudice. The excess cost paid over and above the contract rate of such items locally purchased, inclusive of charges and departmental charges will be recoverable from amount due to be paid to the contractor by way of redemption of monthly bill or from the security deposit. In addition a penalty to the extent of Rs.100/- will be imposed for any day during the month if the Principal, Sainik School Ghorakhal is convinced that the failure in meeting the demand either in part or full is due to the carelessness or negligence of the supplier.

(j) All supplies will be subject to approval by the Principal, Sainik School, Ghorakhal or by a representative appointed by him before they are finally accepted / or any payment made. Supply will be delivered at school premises at the cost of the contractor and when needed and where applicable, will be checked and inspected. Damaged or inferior supply will have to be replaced by the contractor at his cost.

(k) Inability on the part of the contractor, to continue with the contract any time during the approved tenure will be liable to forfeiture of the entire security amount deposited with the school, without any notice and the contract shall be awarded to the next agency, with out any prejudice.

(l) The Principal, Sainik School Ghorakhal reserves the right to or not to demand any item / service, given in the tender.

(m) In case of any dispute, the decision of the Principal, Sainik School Ghorakhal shall be final which will be disposed of with in the Nainital court jurisdiction only.

(n) Rates should written in figure as well as in words.

(o) After the tendering procedure if any contractor would like to withdraw his tender, shown his inability to take up the contract after negotiation or in any reason not able to sign the agreement bond, the EMD deposited by the contractor will stand forfeited and he will have no further claim for the contract and forfeited amount.

(p) The sealed envelope of the tender paper of items will be stipulated with the category for which the tender is submitted i.e., '**TENDER FOR SUPPLY OF EGGS(HEN)** for the period from 01 Aug 2021 to 31 Jul 2022.

(o) An agreement bond is to be executed on a non-judicial paper of Rs.100/- value by the approved supplier/ contractor before placement of order.

4. **SPECIFICATIONS FOR EGGS(HEN) TO BE SUPPLIED**

SI.No.	Item	Appx Annual requirement	Rate per Egg. (to be quoted by the agency)
(a)	Eggs (Hen) Farm Fresh (Should weigh a minimum of 65 - 70 gms per number)	55000 Nos	Rs. _____each

5. The above mentioned details, terms and conditions have been read and understood by me/us and I/we express my /our acceptance towards them same.

Signature of the Bidder.

Name: _____

Address _____

Tel : _____

E-mail (if any) : _____

Name of Account Holder _____

Branch of Bank & Place _____

A/c Number: _____

IFSC CODE No _____

MICR NO. _____

Enclosed cancel cheque/ Pass book photo copy

Enclosed Demand Draft for

(a)Rs. 500/- towards cost , and / or

**(b) for Rs.5000/- as EMD along with
this Tender Form .**

(Tick / Strike out as applicable)

**ADM OFFICER
SAINIK SCHOOL GHORAKHAL**

Note: All pages are to be signed before dropping in tender box.