



Phone / फ़ोन&Fax /फैक्स : 08922-246150
E-mail : sainikschoolkorukonda@yahoo.co.in
Website : www.sainikschoolkorukonda.org



Sainik School Korukonda
सैनिकस्कूलकोरुकोण्डा
(under Ministry of Defence)
(अंडरमिनिस्ट्रीऑफ़डिफेन्स)
Dist. Vizianagaram (A.P)
डिस्ट : विजयनगरम
Pin : 535214

No.SSK/3033/2/QM/ Vol.XII/2023-24

17 Feb 2023

INVITATION OF CUSTOM ONLINE GEM BIDS TOWARDS SUPPLY OF FRESH EGGS AND DRESSED BROILER CHICKEN WITH SKIN W.E.F. 01 JUN 2023 TO 31 MAY 2024
REQUEST FOR PROPOSAL No.SSK/3033/2/QM/ Vol.XII/2023-24
DATED 17 FEB 2023

1. Interested firms as per fulfillment of all under mentioned terms and conditions may apply by online GeM Bidding for supply of Fresh Eggs and Dressed Broiler Chicken with skin to Sainik School, Korukonda, District - Vizianagaram Andhra Pradesh.

2. The address and contact numbers for seeking clarifications regarding RFP are given below: -

(a) Bids/queries to be addressed to : **The Principal, Sainik School, Korukonda**

(b) Postal address for sending the Bids : **The Principal, Sainik School, Korukonda**
Designation of the contact personnel : **Vizianagaram District**
A.P. 535214

(c) Contact number for clarifications, : 08922-246150
if any, may be contacting Quarter Master Section of this School on any working day between 0900 h to 1300 h and participate in pre-bid meeting as per Bid Document of GeM.

(d) e-mail ids of contact personnel : **sainikschoolkorukonda@yahoo.co.in**

(e) Fax number : **08922-246150**

3. This RFP is divided into five Parts as follows: -

- (a) Part I - Contains General Information
- (b) Part II - Essential details
- (c) Part III- Standard Conditions
- (d) Part IV- Special Conditions
- (e) Part V - Evaluation Criteria

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 RFP, should it become necessary at any stage.

5. The approval or rejection of tenders rests with the Principal, Sainik School, Korukonda who reserves the right of rejecting any tender in whole or in part without cause assigned. The lowest tender will not necessarily be accepted.

6. Acceptance of Terms and Conditions. The bidder shall clearly mention the following in their offer letter. The same is also reproduced at Appendix – 'A' to this RFP:-

“WE ACCEPT THE TERMS AND CONDITIONS MENTIONED IN THE TENDER ENQUIRY No.SSK/3033/2/QM/ Vol.XII/2023-24 dated 17 Feb 2023.

7. Bids shall be submitted online only at GeM Portal: <https://gem.gov.in>

(Abilash Balachandran)
Lt Cdr
Adm Officer
For Principal

PART I – GENERAL INFORMATION

(only relevant portion of the standard conditions have been reproduced below for the complete conditions you may logon to Ministry of Defence website)

1. **Last date and time for depositing the online Bids.** As mentioned in GeM Portal.
2. **Time and date for opening of Bids.** As given in GeM Portal. (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 or on any other day / time day / time, as intimated by the Buyer).
3. **Manner of depositing the Bids.** (GeM Procurement) Prices to be quoted and uploaded in the GeM Portal as per specification given in the RFP along with other important documents indicated. Late tenders will not be considered. No responsibility will be taken for any technical delay or not uploading of bids or Bid documents. Bids sent by fax or email will not be considered).
4. **Place of opening of online bids.** Sainik School Korukonda, District Vizianagaram, Andhra Pradesh.
5. **Two Bid System.** The Bid is completely auto-generated as per GeM Portal. The evaluation of bid based on requisite documents received online by the tenderer will be carried out by a board of officers. In case any bidder quoted the price bid / commercial rate details in the technical bid will summarily be rejected. Please note that Technical and Commercial Bids should be uploaded / quoted by the bidder separately.
6. **Forwarding of Bids.** Bids should be prepared, signed, scanned and uploaded by the bidders on their original memo / letter pad in the form of pdf. The copies of PAN No., TIN No., GST, MSME Certificate etc., bank details and other relevant enclosures as per RFP and are to be signed self-attested and scanned in PDF Format.
7. **Pre-Bid Conference.** As mentioned in GeM Portal. All bidders are to attend the Pre-bid conference without fail.
8. **Modification and withdrawal of Bids.** The Bidder may modify (resubmit) his bid on line after submission, as per the provisions available on the portal. No bid shall be modified after the deadline for submission of bids.
 - (a) If bidder desires to withdraw before bid submission closing date / time, he may do so online in the portal.
 - (b) No bid to be withdrawn in the interval between the deadline for submission of bids and expiry of the period of the specified bid validity.
9. **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.
10. **Validity of Bids.** The Bids should remain valid for a period of 90 days from the last date of submission of the Bids.
11. **Past Experience.** Past experience if any, in providing contract to major organizations including Armed Forces Establishments is to be substantiated with a certificate issued by the organization.

12. The Principal, Sainik School, Korukonda shall have the right to accept or reject tender bids without assigning any reason.

13. The Sainik School Korukonda authorities shall not be responsible for any injury / casualty or loss of life that may take place during the course of contracted work/service and any compensation or expenditure towards treatment for such injury/casualty shall be the sole responsibility of the CONTRACTOR.

14. The Contractor/Vendor is to ensure adequate safeguards for personnel when employed on work where risk to human health/injury is involved. The contractor / vendor is to comply with the following conditions regarding 'Labour Welfare and Safety:-

(a) The contractor is to ensure that the workers are adequately equipped with safety gear/equipment that is necessitated by the nature of the work involved.

(b) It is to be ensured that labourers employed on work on a high structure, where risk of accident exists, are secured to a strong point with a long rope acting as safety belt / life line. Where no suitable strong points exist, one may be specifically constructed / fabricated prior to commencement of work.

(c) Contractor is to be fully conversant with the procedure for timely administration of First Aid in case of accidents. He is also to be aware of hospitals/medical units close the work site, and take immediate action in case of any accident.

(d) School authorities are to be informed by the contractor immediately in the eventuality of any accident taking place.

(e) Compensation to the family on account of injury of any labourer employed by the contractor/vendor will be the sole liability of the contractor / vendor.

(f) The contractor shall ensure that the labour employed by the contractor abides by all security regulations imposed by the school and does not in any manner compromise security of School property/area.

(g) The contractor will render proof of police verification of character and antecedents of his employees proposed to be employed inside School premises.

15. The contract will be valid for the period commencing from **01 Jun 2023 to 31 May 2024 (for SUPPLY OF FRESH EGGS & DRESSED BROILER CHICKEN WITH SKIN)** from the date of commencement of Agreement. If required the period of contract may be extended at the same rates as per prevailing rules in GeM.

16. The contractor shall deliver the supplies/services at their expense in such time and place to such representative and at the Ration Stand or at any other specified place within the school premises as per the specifications at the rates given in the schedule attached to this contract.

17. The Adm Officer, Sainik School Korukonda may authorize such officer/officers as he may wish to operate the contract on his behalf and the contractor and his agents will accept and carry out instructions given by the officer (or his representatives) in connection with the contract as if those were issued by the Adm Officer, Sainik School Korukonda.

18. The Adm Officer, Sainik School Korukonda or his authorized representative to whom the supplies/services are to be delivered in the contract may reject the supplies/services in whole or in part, if the supplies are not in accordance with the contract agreement in their opinion.

19. The contractor shall not charge or be paid for such supplies/services rejected as above and such supplies/services shall be replaced by him at once at his expense.
20. The contractor shall neither claim nor be entitled to payment for any damage that rejected supplies may suffer from cutting, tearing or any other harm incidental to a full examination and test of such supplies/services.
21. The Adm Officer, Sainik School Korukonda shall in the event of rejection of supplies be entitled to demand replacement at the contractor's own cost of such supplies of the quantity required or in the event of the latter's failing, declining, neglecting or delaying to comply with any demand or rejection or otherwise not executing the same in accordance with the terms of the contract. The Adm Officer, Sainik School Korukonda or the officer operating the contract shall be at liberty (without prejudice or compensation against loss and inconvenience caused by such breach or non compliance of the contract) to purchase the tinned items in lieu or purchase the items locally if available to procure or to arrange from Government stores, or otherwise at the contractor's own risk and expense, supplies/services as may have been rejected or that the contractor may have failed, neglected, declined or delayed to supply such authorized substitutes thereof as are specified in the schedule thereof and the excess cost so incurred in purchasing, procuring (together with all incidental charges) in excess of the contract price shall be recovered from him on demand.
22. All money or compensation payable by the contractor to the Sainik School Korukonda under the terms of the contract may be deducted from his Security Deposit or from any sums which may be due or may become due to him by the school under the contract.
23. All stores items should be in net weight excluding packing materials ie jute bags / plastic bags, if any, and accordingly, the bill is to be submitted with net weight only. Otherwise, the bill will be amended accordingly on the net weight only by the school authorities.
24. The rates should be quoted including all charges ie Transport, Loading & Unloading charges for Labour, GST/ Taxes etc and the supply is to be made at Sainik School, Korukonda, Vizianagaram Dist.
25. Packing material delivered along with the supplies is the property of Sainik School Korukonda and the contractor shall not claim either the material or compensation for the packing material in any form.
26. The Fresh Eggs & Dressed Broiler Chicken with skin shall be free from any immature grains, insects or any other type of foreign material which is unfit for human consumption, failing which, the unfit materials would be replaced by Contractor at his expense.
27. The Fresh Eggs & Dressed Broiler Chicken with skin supplied shall be fresh and subject to inspection by the representative of Principal.
28. Supplies are to be made in time and date stipulated without causing any delay.
29. The Adm Officer, Sainik School Korukonda may rescind the contract for the following reasons:-
 - (a) If the contractor assigns or sublets this contract without the Adm Officer's written approval or if the contractor attempted to do so.
 - (b) If the contractor or any of his agents or his servants are guilty of fraud in respect of the contract, directly or indirectly give or promise to give or offer any bribe, gift, loan, reward or advantage, pecuniary or otherwise to any officer or persons in employment of the school.
 - (c) If the contractor declines, neglects or delays to comply with any demand or requisition or in any other way fails to perform or serve any condition of the contract.

(d) In case of recession, the Adm Officer, Sainik School Korukonda shall be entitled to recover from the contractor, on demand, any extra expense he may put to in obtaining supplies/services hereby agreed to be supplied from elsewhere in any manner.

30. Notwithstanding anything herein before contained, the Adm Officer, Sainik School Korukonda may recover from the contractor as compensation, such sums as he considered reasonable, if he fails to observe or perform any condition of the contract.

31. The contractor shall oblige his servants and agents to conform to any reasonable instructions to ensure their punctuality in attendance or service, cleanliness and respectful behavior that may be given to the School staff.

32. The contractor's security or any balance thereof remaining at the end of the contract shall not be returned to him until his accounts have been finally audited and settled and until he has executed the usual "No Demand Certificate". Security Deposit shall be returned to the contractor without any interest only at the end of the contract period after obtaining "No Demand Certificate" from the contractor.

33. In the event of any decrease/increase in the school strength and consequently in demand of supplies the contractor shall not be entitled to any compensation.

34. Notwithstanding anything to the contrary herein contained the contract may be terminated by the School authorities by giving the contractor a fortnight (14 days) notice in advance without assigning any reason and without the contractor being entitled for any compensation on this account.

35. By virtue of the contractor's position as a contractor he fully understands that he and his employees and representatives are not to divulge any information in respect of this school that may come to their knowledge regarding strength, composition, location or rates of supply etc., to any unauthorized persons/persons.

36. The contractor acknowledges that he has made himself fully acquainted with all the conditions and circumstances under which the services required under this contract will have to be made or furnished and with all the terms, clauses, conditions, specifications and other detail of the contract and he shall not plead ignorance of any of these as an excuse in case of complaints against or rejection of services, tendered by him or with a view whether to ask for enhancement of any rates agreed to in the contract or to evade any of the obligation under the contract.

37. All questions relating to the execution of the terms of the agreement and all disputes and differences which shall arise during the progress of work under this agreement or any other matter arising out of or relating to this agreement on the work to be done, or payment or with regard to construction, meaning and affect of this agreement or any part thereof shall be referred to the sole arbitration of the **Principal, Sainik School Korukonda** whose decision shall be final conclusive and binding upon the parties at the agreement.

38. All supplies or items must be laid out properly in front of ration stand or any other specified place as decided by the School Authorities within the school premises for inspection before acceptance.

39. The Adm Officer and persons authorized by him will be the authorized representatives for the purpose of receipt, inspection, acceptance and accounting covered by this contract. All indents and supply orders must however, be signed by the Adm Officer, Sainik School Korukonda. The supply should be made to the authorized representative of the Adm Officer, Sainik School Korukonda at the ration stand of the Sainik School Korukonda or any other specified premises within the school campus free of transport and labour charges.

40. Items not tendered in the tender form will not be accepted.
41. Principal, Sainik School Korukonda is empowered to suspend any type or all types of business in case of the following:-
- (a) If the contractor assigns or sublets this contract without the Adm Officer's written approval or if the contractor attempted to do so.
 - (b) If the contractor or any of his agents or his servants are guilty of fraud in respect of the contract, directly or indirectly give or promise to give or offer any bribe, fit, loan, reward or advantage, pecuniary or otherwise to any officer or persons in employment of the school.
 - (c) If the contractor declines, neglects or delays to comply with any demand or requisition or in any other way fails to perform or serve any condition of the contract.
 - (d) If the contractor resorts to illegal or immoral practices during the course of execution of the contract agreement.
 - (e) If the contractor resorts to lending money to any of the staff members or to any person within the campus.
 - (f) If in the larger interest of Sainik School Korukonda the continuation of the contractor is undesirable and unwarranted.
42. The successful tenderer will execute an agreement in favour of Adm Officer, Sainik School Korukonda on court fee non judicial stamp of appropriate denomination incorporating the above and such other terms and may be prescribed by Adm Officer, Sainik School Korukonda. Income tax deductions will be made as per Govt. rules from the contractor's bills.
43. On downloading of tender form (RFP), you are requested to read the all instructions given in the RFP thoroughly before uploading e-bids to avoid any mistakes / confusion for which no representation will be entertained. Clarification if any, be obtained from this office well in advance.
44. Manner of depositing Bids Bids are required to be submitted online in single stage two cover system as under:-
- (a) First Cover One pdf file consisting of following:-
 - (i) Scanned copy of the Acknowledgement of latest IT Return (2019-20, 2020-21 & 2021-22) including proof of turnover. Please note that turn over should be Rs.1 Crore in three said years.
 - (ii) Scanned copy of the undertaking by the Bidder of the existing and balance Contract Carrying Capacity.
 - (iii) Scanned copy of certificate of "Acceptance of Terms and Conditions of RFP".
 - (iv) Scanned copy of certificate regarding Possession of Contractor Forms".
 - (v) Scanned copy Instrument of payment of Earnest Money Deposit as applicable as per details given in Appendix-'A'.
 - (vi) Scanned copy of FSSAI Certificate for items being bid for / computerized receipt in case applied for.

(vii) Experience should be two years in the similar establishments / any Defence Organizations / State / Central Organisations.

(b) **Second Cover** It will contain the enclosed Schedule (Bills of Quantities (BoQ)). Vendor will download the enclosed Schedule (BoQ) and fill all the details in all relevant fields and upload the same. No modification to any fields of the schedule (BoQ) or file name is permissible. Bidder may upload price bid as per proforma given in this RFP. Any violation will render the bid invalid. Vendors may refer to the 'Instructions to Bidders for Online Submission of Bids' uploaded alongwith RFP for any clarification and query.

45. The under mentioned points should be strictly adhered to before giving a '**General Power of Attorney**' to any person for any act related to contacts:-

(a) The value of stamp paper required for execution of General Power of Attorney, as per current rates, i.e. Rs.100/- each.

(b) The stamp paper is valid until the same is cancelled.

(c) Particulars of witness and their signatures on the General Power of Attorney are required to be

(d) Registration Number of the stamp paper and date of affidavit with stamp is mandatory.

(e) Photographs of proprietor and attorney are required to be pasted on the pre-printed value portion of the stamp paper and stamp of the attesting authority should be partially on the photographs and partially on the pre-printed value of the stamp papers.

(f) The General Power of Attorney is to be attested in presence of magistrate first class / Notary / Registrar of documents and stamped and signed by the same.

(g) The stamp papers in continuation should be purchased by only one person and not by two different persons.

(h) The stamp should be duly authenticated with the signatures by the authorised person.

(j) Dairy No of Notary must be endorsed with stamp paper.

46. The sanctioning authority reserves the right to:-

(a) Extend invitation offer(s) to lowest tenderer value wise or item wise as deemed fit in the circumstances of the case.

(b) Any addition / deletion of any station / item and any amendment / cancellation and changes to the tender notice in whole or in part without assigning any reasons.

(c) Reject any tender in whole or in part in respect of any or all the delivery points shown in the schedule without cause assigned. The lowest tendered may not necessarily be accepted

(d) Remove their name (s) from the approved list in case.

(i) The formation of a ring / clique with other contractor comes to the notice.

(ii) Unfounded allegations are made orally or in writing against the staff responsible for conclusion of contracts.

47. **Fictitious Rates.** As mentioned in Para 70 of Gol, MoD letter No.PC/RAKSHA/63060/Q/ST-5/3633/D(QS) dated 26 Sep 2006, in case rates quoted are lower than 20% of Reasonable Rates, the same will be treated as fictitious and rejected by Panel of Officers. No relaxation must be given even if the rates are 20.01% below reasonable rates.

48. The Principal, Sainik School, Korukonda reserves to himself the right to any amendment, cancellation and changes to the tender notice in whole or in part without assigning any reasons.

49. Negotiations in case required and recommended by BOO will be carried out in electronic mode as per GeM only.

50. The details of vendor may be provided as per Appendix – 'B' of RFP.

51. The bidders are requested to submit the Performance Certification to be obtained from Clients as per Appendix – 'E' of RFP.

52. **Availability of Office of the Service Provider.** An office of the service provider must be located within 500 kms radius from this organisation. In this regard, participating bidder has to submit compulsory the proof of documentary evidence of MSME / GST.

PART II – ESSENTIAL DETAILS

(only relevant portion of the standard conditions have been reproduced below for the complete conditions you may logon to Ministry of Defence website)

1. Schedule of requirements and technical details of fresh eggs and dressed broiler chicken with skin.

Sl. No.	Name of the Item with specifications	Accounting Unit (in Good Quality)	Approx. Quantity Required per annum (in Kgs/Nos)
(a)	Fresh Eggs each weighing not less than 48 gms and Dozen eggs weighing not less than 600 gms.	Nos	1,50,000 Nos per annum (Required 7,500 Nos on fortnightly basis approx. as per supply orders from time to time)
(b)	Dressed Broiler Chicken with Skin (Age in weeks 06 to 08 and Live weight in Kgs minimum 1.2 maximum 2.0)	Kgs	9,000 Kgs per annum (Required on 50/55 Kgs approx. on Mon, Wed, Fri And Sunday as per the supply orders from time to time)

2. **Delivery Period.** Delivery period for supply of items would be as per the supply order issued from time to time w.e.f **01 Jun 2023 to 31 May 2024** from the effective date of contract and the penalty will be levied at 0.5% of the order value for each day of delay or as per GeM.

3. **Stage Payment Terms.** The payment will be made on receipt of 100% delivery of the items as per supply order at site and inspection. All payments will be made to the contractor on fortnightly basis after deducting the income tax as per Govt rules. No advance payment will be made by the school. All the invoices / bills shall be supported by necessary documents and submitted in duplicate for the certification of authorized official of the unit/firm. The rates should be quoted inclusive of all taxes, transportation, packing charges etc. Nothing shall be paid over and above these unit rates.

4. **Consignee Details.** The Principal, Sainik School Korukonda, Vizianagaram, Andhra Pradesh-535214, Andhra Pradesh.

5. **Delivery.** The items should be delivered at the ration store / place earmarked by the authorities of Sainik School Korukonda. All items physically to be handed over to the concerned staff of Sainik School Korukonda.

6. **Earnest Money Deposit.** Bidders are required to submit separate Earnest Money Deposit (EMD) @ 2% and e-PBG @ 3% in favour of the Principal Sainik School Korukonda, District Vizianagaram, Andhra Pradesh as per GeM. The School Current A/c details are as under:-

- | | | | |
|-----|----------------------|---|-------------------------|
| (a) | Name of the Bank | : | State Bank of India |
| (b) | Name of the Branch | : | Sainik School Korukonda |
| (c) | Branch Code | : | 02791 |
| (d) | Account No.(Current) | : | 11599411020 |
| (e) | IFSC Code | : | SBIN0002791 |

PART III – STANDARD CONDITIONS OF RFP

(only relevant portion of the standard conditions have been reproduced below for the complete conditions you may logon to Ministry of Defence website)

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 w.e.f. 01 Jun 2023 to 31 May 2024.
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.
4. **Penalty for use of Undue influence:** The Firm / Agency undertakes that it 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 User or otherwise in obtaining the Contracts or forbearing to do or for having done or forborne to do any act in relation to the obtaining or executing 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 firm / agency or any one employed by it or acting on its behalf (whether with or without the knowledge of the said firm / agency) or the commission of any offence by the bidder 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 User to cancel the contract and all or any other contracts with the bidder / bidders and recover from the bidder the amount of any loss arising from such cancellation. A decision of the User or his nominee to the effect that breach of the undertaking had been committed shall be final and binding on the bidder (s). Giving or offering of any gift, bribe or inducement or any attempt at any such act on behalf of the bidder towards any officer/employee of the User or to any other person in a position to influence any officer/employee of the User for showing any favour in relation to this or any other contract, shall render the bidder to such liability / penalty as the User 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 User.
5. **Agents / Agency Commission.** The bidder confirms and declares to the User that the bidder is the original 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 bidder; 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 bidder agrees that if it is established at any time to the satisfaction of the User that the present declaration is in any way incorrect or if at a later stage it is discovered by the User that the bidder 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 bidder will be liable to refund that amount to the User. The bidder will also be debarred from entering into any Services Contract with the Government of India for a minimum period of five years. The User will also have a right to consider cancellation of the Contract either wholly or in part, without any entitlement or compensation to the bidder who shall in such an event be liable to refund all payments made by the User in terms of the Contract along with interest at the rate of 2% per annum above LIBOR rate. The User will also have the right to recover any such amount from any contracts concluded earlier with GOI.

6. **Access to Books of Accounts.** In case it is found to the satisfaction of the User that the Bidder 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 Bidder, on a specific request of the User, shall provide necessary information/inspection of the relevant financial documents/information.

7. **Non-disclosure of Contract documents.** Except with the written consent of the User / Bidder, other party shall not disclose the contract or any provision, specification, or information thereof to any third party.

8. **Liquidated Damages.** In the event of the contractor'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 Supply / Work Order, Buyer may, at this discretion, withhold any payment until the completion of the Supply / Work Order. The Buyer may also deduct from the Seller as agreed, Liquidated Damages to the sum of 0.5% of the Supply Order 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 or as per prevailing GeM rules.

9. **Liability for Damage.** If the contractor or employees shall injure or destroy any part of the Govt property in which they may be working or if any damage shall happen to the work while in progress the contractor shall upon receipt of a notice in writing in that behalf make the same good at his own expense.

10. **Quality Management.** The contractor shall attend to any complaints received in connection with the services immediately. Any failure will attract.

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

(a) The services provided are delayed for causes not attributable to Force Majeure for more than one month after commencement of the said services.

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

(c) The User has noticed that the Bidder has utilized the services of any Indian/Foreign agent in getting this contract and paid any commission to such individual/company etc.

(d) As per decision of the Arbitration Tribunal.

(e) On account of any default on part of the contractor.

12. **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.

13. **Transfer and Sub-letting.** The Bidder 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.

14. 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.

15. Taxes and Duties. As per GeM Portal.

PART IV- SPECIAL CONDITIONS

(only relevant portion of the standard conditions have been reproduced below for the complete conditions you may logon to Ministry of Defence website)

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. The bidder will be required to furnish a Performance Guarantee in favour of Bank Guarantee through a public sector bank or a private sector bank authorized to conduct government business (ICICI Bank Ltd., Axis Bank Ltd or HDFC Bank Ltd.) for a sum equal to 3% of the contract value 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 in MoD website and can be provided on request).

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

3. Remittance of Payment. It will be mandatory for the Bidders to indicate their bank account numbers and other relevant e-payment details so that payment could be made through ECS/EFT mechanism instead of payment of through cheques, wherever feasible. On delivery of the items after inspection by the Duty Master of the day of Sainik School Korukonda or any other person(s) nominated by the School Authorities only that particular item will be accepted. In this regard, any deviation with regard to quality or quantity as per Supply Order, the item will be returned immediately and all expenses will be borne by the supplier. Payment will be remitted within ten days time on receipt of the item.

4. Paying Authority. The Payment Authority is Principal, Sainik School, Korukonda. The payment of bills will be made on submission of the following documents by the Bidder / Contractor to the paying authority along with the bill:

(a) Invoice raised in GeM

(b) Copy of Contract

(c) Details for electronic payment viz Account holder's name, Bank name, Branch name and address, Account type, Account number, IFSC code, MICR code etc.

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

(a) The price charged for the service provided under the contract by the contractor shall in no event exceed the lowest prices at high the Bidder bids the services or offer to provide services of identical description to any persons/ organization including the User or any department of the central government or any department of state government or any statutory undertaking the central or state government as the case may be during the period till performance of all contracts placed during the currency o the rate contract is completed.

(b) If at any time, during the said period the Bidder reduces the rates of services provide such services to any person/organization including the user or any dept, of central govt. or any department of the State Govt or any statutory under taking of the central or state government as the case may be at a rate lower than the chargeable under the contract, the firm shall forthwith notify such reduction to the User the existing or previous rate contracts as also under any previous services entered into with the central

or state govt. depts, including their undertaking excluding joint sector companies and / or private parties and bodies.

(c) Risk & Expense. The customer will have the right to make good any short fall in the services of the contractor at his risk and cost by hiring and purchasing clearing material from outside agency, in addition to deduction of penalty mentioned above from the monthly bill of the firm from the PBG submitted by the firm.

(d) The customer shall be entitled to deduct from the pending bills of the contractor all such sums of money as may be claimed by the govt. in terms of herein mentioned a clauses of the agreement. Any sum of money not covered by the amount of said bill shall be liable to be deducted for the PBG of the contract.

PART V – EVALUATION CRITERIA

(only relevant portion of the standard conditions have been reproduced below for the complete conditions you may logon to Ministry of Defence website)

1. Evaluation Criteria. The broad guidelines for evaluation of Bids will be as follows:
 - (a) Only those Bids will be evaluated which are found to be fulfilling all the eligibility and qualifying requirements of the RFP, both technically and commercially.
 - (b) The Buyer reserves the right to evaluate the offers received by using discounted cash flow method at a discounting rate of 10%.
 - (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. 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.
 - (c) Any other criteria as applicable to suit for particular case.
2. Price bid format: Enclosed at Appendix – 'A'.
3. Taxes and duties if any is required to be indicated separately for each.
4. The bidders are required to UPLOAD schedule of price bid in the form of pdf attached in online tender enquiry.
5. The bidders are required go through all the instruction given in the RFP carefully and also go through the detailed check list attached as per Appendix - 'C'.

Acceptance of Terms and Conditions (to be submitted on letter pad of the bidder)

“WE ACCEPT THE TERMS AND CONDITIONS MENTIONED IN THE TENDER ENQUIRY No.SSK/3033/2/QM/ Vol.XII/2023-24 dated 17 Feb 2023”.

APPENDIX – B

(Refer para 51 of Part-I of RFP)

DETAILS OF VENDOR

1	Name of Firm / Contractor	:	
2	Office Address (Attach photo of firm / individual)	:	
	Office Telephone Number / Mobile	:	
	Fax Number	:	
	e-mail	:	
3	GST No (Attach documents)	:	
4	Nature of Company	Please Tick (✓) where applicable)	
		(a) Proprietary	<input type="checkbox"/>
		(b) Pvt Ltd	<input type="checkbox"/>
		(c) PSU	<input type="checkbox"/>
		(d) Ex-Servicement Unit	<input type="checkbox"/>
		(e) Partnership	<input type="checkbox"/>
		(f) Others	<input type="checkbox"/>
			<input type="checkbox"/>
			<input type="checkbox"/>
5.	Give Name, residential address with telephone of proprietor for Proprietary OR Give Name, designation, residential address of Chief Executive or Managing Director for Pvt Ltd OR Give Name, address, Telephone No. with Partnership Deed (if partnership firm)		
6.	Nature of Business	Please Tick (✓) where applicable)	
		(a) Trader	<input type="checkbox"/>
		(b) Dealer	<input type="checkbox"/>
		(c) Supplier	<input type="checkbox"/>
		(d) Processor	<input type="checkbox"/>
		(e) Sole selling or Authorized Agent	<input type="checkbox"/>
			<input type="checkbox"/>

7.	<p>Details of Registration (Attach proof of valid registration)</p> <p>(a) NSIC / SSI</p> <p>(b) MSME</p> <p>(c) Sainik School _____ &</p> <p>(d) Other Defence Departments</p> <p>(e) Other Govt Departments</p>	<p>Please Tick (✓) Yes / No & Give details if YES</p> <p>Yes <input type="checkbox"/> / No <input type="checkbox"/></p> <p>Yes <input type="checkbox"/> / No <input type="checkbox"/></p> <p>Yes <input type="checkbox"/> / No <input type="checkbox"/></p> <p>Yes <input type="checkbox"/> / No <input type="checkbox"/></p> <p>Yes <input type="checkbox"/> / No <input type="checkbox"/></p>
8.	<p>If Yes, give the following details</p> <p>(a) Department registered with</p> <p>(b) Date of registration and validity</p> <p>(c) Category of Services for which registered</p> <p>(d) User Satisfaction performance Certificate (if any)</p>	
9.	<p>Have you Got ISO Certification, If yes give details (attach copy of certification)</p>	
10	<p>Documents required to be submitted</p>	<p>As mentioned vide Appendix C to this RFP.</p>

CHECK LIST

(please note that wherever applicable / required the bidder may prepare the following on the letter pad, duly signed and stamped and the same is to be uploaded in the technical details of GeM Portal. No manual transaction is acceptable and which will be summarily be rejected. All the required following documents are to be submitted without fail)

1. **First Cover** One pdf file consisting of following other than commercial / price bid details repeat **PRICE BID DETAILS MAY NOT BE ATTACHED IN TECHNICAL DETAILS:-**

- (i) Scanned copies of the IT Return (2019-20, 2020-21 & 2021-22) including proof of turnover. Please note that turn over should be Rs.1 Crore in three said years.
- (ii) Balance Sheet and Profit Loss Account (last 03 years– 2019-20, 2020-21 & 2021-22). Please note that turn over should be Rs.1 Crore in three said years.
- (ii) Scanned copy of the undertaking by the Bidder of the existing and balance Contract Carrying Capacity.
- (iii) Scanned copy of certificate of “Acceptance of Terms and Conditions of RFP”.
- (iv) Scanned copy of certificate regarding Possession of Contractor Forms”.
- (v) Scanned copy Instrument of payment of Earnest Money Deposit
- (vi) Scanned copy of FSSAI Certificate for items being bid for / computerized receipt in case applied for.
- (vii) Experience should be two years in the similar establishments / any other Defence / State / Central Organisations / Establishments.
- (viii) Copy of Bank Details.
- (ix) A copy of GST Certificate
- (x) A copy of PAN Card & Aadhaar Card of the owner / Proprietor / firm
- (xi) Firm / Organization Registration Letter / Certificate
- (xii) Brief profile of the Organization
- (xiii) ISO Certificate 9001:2015 or latest.
- (xiv) ISO certification 14001:2015 or latest (Optional, if available).
- (xv) Client list with work orders for last five years.
- (xvi) Office Location Certificate within 500 kms

2. **Second Cover** The bidders are requested to upload the Price Bid Details as per format furnished at Appendix – ‘D’ to this RFP. No overwritings / cuttings in the Price Bid will be accepted. Any violation will render the bid invalid.

PRICE BID FORMAT

SUPPLY OF FRESH EGGS AND DRESSED BROILER CHICKEN WITH SKIN

1. I hereby quote for supply of the above stated items for the period **From 01 Jun 2023 to 31 May 2024.**

2. I/We also agree to the fact that my/our Security Deposit shall be returned to me/us without any interest only after the end of the contract agreement period subject to faithfully performing the agreement by me/us and subject to submission of No Demand Certificate (NDC).

3. (a) **Fresh Eggs Schedule of Requirements** – Qty / Rate / services required is as follows : -

N o t e : A	SI.No.	Name of the Item with specifications	Accounting Unit (in Good Quality)	Approx. Quantity Required per annum (in Kgs/Nos)	Quoted Rate (in Rupees) Rates Includes GST/Taxes, Transport, Labour charges. Loading & unloading charges etc in all respects
P r o x i m a t	(i)	Fresh Eggs each weighing not less than 48 gms and Dozen eggs weighing not less than 600 gms.	Nos	1,50,000 Nos per annum (Required 7,500 Nos on fortnightly basis approx. as per supply orders from time to time)	Rs. _____/- each Egg
e	(ii)	<p><u>Quality of Fresh Eggs</u></p> <p>(a) The eggs shall be fresh hen eggs of good size. The weight of individual eggs will not be less than 48 grams and for 12 eggs not less than 600 gms.</p> <p>(b) The shell of the eggs will be sound and free from cracks, stain discoloration and adhering excreta/foreign matter. Cracked and dirty eggs may be discarded.</p> <p>(c) However, eggs having adhering excreta or extraneous matter but cleaned with water and dried may be accepted.</p> <p>(d) Supplies will be made in time and dates stipulated without causing any delay or inconvenience. The quantity should be supplied as per the requirement of the school without fail.</p>			

3 (b) Dressed Broiler Chicken with Skin should be supplied as per the following specifications:-

Sl. No.	Name of the Item with specifications	Accounting Unit (in Good Quality)	Approx. Quantity Required per annum (in Kgs/Nos)	Quoted Rate (in Rupees) Rates Includes GST/Taxes, Transport, Labour charges. Loading & unloading charges etc in all respects
(a)	Dressed Broiler Chicken with Skin (Age in weeks 06 to 08 and Live weight in Kgs minimum 1.2 maximum 2.0)	Kgs	9,000 Kgs per annum (Required on 50/55 Kgs approx. on Mon, Wed, Fri And Sunday as per the supply orders from time to time)	Rs. _____/- each Kg

Quality of Dressed Broiler Chicken with Skin

(a) Only live hen chicken free from any kind of diseases will be brought for inspection and the birds will be dressed by the contractor's employee in the School premises under the supervision of authorized representative of Adm Officer, Sainik School Korukonda.

(b) The poultry dressed (Chicken Broiler) will be the carcasses derived from slaughtered poultry live (broiler Chicken) which are strictly confirming to the specification as mentioned underneath. Please note that live birds will be dressed by the contractor's employee in the School premises under the supervision of authorized representative of Adm Officer, Sainik School Korukonda:-

Age in weeks	Live weight in Kgs	
	Minimum	Maximum Broiler
06 to 08	1.2	2.0

(c) The rates are quoted including all taxes, and the supply will be made at Sainik School, Korukonda, (Office premises / Boys Mess) Vizianagaram District.

(d) Supplies will be made in time and date stipulated without causing any delay.

(e) Income tax deductions & payment may be made as per the Government Rules issued from time to time.

(f) Photo copies of GST / Tin number, PAN number, Bank Account Number and other relevant E payment details like IFSC code No, Bank Name, Bank code (MICR) etc are enclosed herewith.

Note : Rates Includes GST/Taxes, Transport, Labour charges. Loading & unloading charges etc in all respects **should be given on the Letter Head Pad along with Seal and Stamp.**

APPENDIX – ‘E’

(Refer Para-51 of Part-I of RFP)

**GENERAL FORMAT FOR PERFORMANCE CERTIFICATION TO BE OBTAINED
FROM CLIENTS**

(TO BE UPLOADED IN GeM FROM TWO CLIENTS SERVED IN THE LAST THREE YEARS. AT LEAST ONE FROM THE EXISTING / ACTIVE CLIENT.)

1. Name of the client Organization :
2. Address :
3. Name and Designation of the Official furnishing this certification: Contact Number and Mail ID of the official furnishing this certification:
4. Period of the Contract :
5. Please tick numerical five marks being the maximum score:

SL No	Requirement	1	2	3	4	5	Remarks / Justification
1.	Is the service of the contract or is prompt / punctual and as required by the Administration?						
2.	Are the staff are skilful and well-mannered to the staff?						
3.	Is Compliance to Statutory obligations such as PF, ESI Remittance by security contract, prompt?						
4.	Were there any removals of any of the staff on the ground of indiscipline, negligence, criminal charges, mishap etc.?						
5.	Any record of accidents / mishap						
6.	Hygiene and proper cleanliness and COVID-19 followed & ensured without any serviced is ruption						
7.	Any complaints from staff regarding poor service						
8.	Whether the staff / Supervisor is proficient in their respective work						

1:Poor, 2:Average 3:Good 4:Satisfactory 5: Excellent

Note:- Service provider getting 2 or less than 2 will be technically disqualified and will not be considered for financial evaluation.

Do you e commend this contractor to our school: Yes / No

Signature: _____

Name: _____

Designation _____

Seal of the organization