

REQUEST FOR PROPOSAL (RFP) FOR SUPPLY OF MILK AND CURD

RFP No 12024/RDC-2021/5/Milk dated 29 Sep 2020

Tele: 26195672

Directorate General NCC
(Logistics Directorate)
Ministry of Defence
West Block IV
RK Puram, New Delhi

No. 12024/RDC-2021/5/Milk

29 Sep 2020

M/s. _____

**REQUEST FOR PROPOSAL (RFP) SUPPLY OF FRESH MILK & CURD
TO HQ DG NCC AT NEW DELHI FOR THE PERIOD FROM
10 DEC 2020 TO 31 JAN 2021 FOR NCC RDC CAMP-2021**

INSTRUCTIONS TO BIDDERS

Sir,

1. On behalf of the President of India, the sealed bids are invited from bidders for supply of **Fresh Milk** and **Curd** as mentioned in Part II of RFP for period from 10 Dec 2020 to 31 Jan 2021. The bids will be received upto 1500 hrs on 20 Oct 2020. The bids will be opened at Library Room of HQ DG NCC, West Block-IV, RK Puram at 1530 hrs on 20 Oct 2020.
2. Please superscribe the “**TENDER FOR SUPPLY OF FRESH MILK AND CURD**” and RFP number on the sealed cover to avoid the bids being declared invalid.
3. This RFP is to be submitted for Technical Bid duly every page signed & stamped by the vendor as token of acceptance of terms and conditions mentioned in the RFP.
4. The address and contact numbers for sending Bids or seeking clarification regarding this RFP are given below:-
 - (a) **Bids/queries to be addressed to.** AQMG (Coord), HQ DG NCC, RK Puram.
 - (b) **Name/designation of the contact personnel.** AQMG(Coord), HQ DG NCC, RK Puram.
 - (c) **Telephone numbers of the contact personnel.** AQMG (Coord), HQ DG NCC, RK Puram, 011-26195672.

5. This RFP is divided into five parts as follows:-

(a) **Part I** - Contains General Information and Instructions for the Bidders about the RFP such as the time, place of submission and opening of tenders, Validity period of tenders, etc.

(b) **Part II** – Contains essential details of the items/services required, such as the Schedule of Requirements (SOR), Technical Specifications, Delivery Period, Mode of Delivery and Consignee details.

(c) **Part III** – Contains Standard Conditions of RFP, which will form part of the Contract with the successful Bidder.

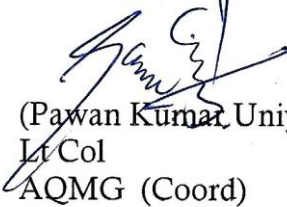
(d) **Part IV** – Contains Special Conditions applicable to this RFP and which will also form part of the contract with the successful Bidder.

(e) **Part V** – Contains Evaluation Criteria and Format for Price Bids.

6. 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. The Buyer also reserves the right to withdraw the **RFP AND REJECT ANY TENDER**, should it become necessary at any stage.

7. Please return this letter along with the complete RFP duly signed as attached.

Yours faithfully,


(Pawan Kumar Uniyal)
Lt Col
AQM (Coord)
for HQ DG NCC

8. I/We am/are in possession of a complete set of RFP issued by you, and have understood and agree to abide by the above instructions as well as those contained in the contract forms. The attached RFP forms duly completed and signed are submitted herewith.

Date: 2020

Signature of Tenderer

(Name in Block letter)
(Capacity i.e. Proprietor/Partner)

PART I – GENERAL INFORMATION

1. **Last Date and Time for Depositing the Bids:** **20 Oct 2020 by 1500 hrs.** The sealed Bids, should be deposited by the due date and time. The responsibility to ensure this lies with the Bidder.

2. **Manner of Depositing the Bids:** Sealed bids envelope containing the following three sealed envelopes should be dropped in Tender Box marked as **“TENDER FOR SUPPLY OF ITEMS/SERVICES DURING RDC-2021”**:-

- (a) Technical Bids - envelope to be Superscribed as **“TECHNICAL BID”**
 - (b) Commercial Bids. - envelope to be Superscribed as **“COMMERCIAL BID”**
 - (c) Earnest Money Deposit (EMD) - envelope to be Superscribed as **“EMD”**
- (Late tenders will not be considered. Bids sent by mail, fax or e-mail will not be considered.)***

3. (a) **Time and date for opening of Technical Bids** : **20 Oct 2020 at 1530 hrs**

(b) **Time and date for opening of Commercial Bids** : **03 Nov 2020 at 1500 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).

4. **Location of the Tender Box:** Near Reception Center, HQ DG NCC Office, West Block IV, New Delhi – 110066. Tender Box will be marked as **“TENDER FOR SUPPLY OF ITEMS/SERVICES DURING RDC-2021”**. Only those Bids that are found in the tender box will be opened.

5. **Place of opening of the Bids:** Library, HQ DG NCC Office, New Delhi-110066. The Bidders may depute their representatives, duly authorized in writing, to attend the opening of Bids on the due date and time.

6. **The cost of the Tender document.** The vendor/firm can purchase this Tender document from Lgs Dte, HQ DG NCC, West Block-IV, RK Puram at the cost of Rs 100/- or by Demand Draft of Rs 100/- in favour of DGNCC Public Fund. Vendor can use downloaded Tender documents free of cost.

7. **Two-Bid System.** Two-Bid system has been adopted and 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 compliant/suitable after Technical evaluation is done by the Buyer.

8. **Forwarding of Bids.** Three sealed envelopes containing (a) **Technical Bid**, (b) **Commercial Bid** and (c) **EMD** should subscribed as **“Technical Bid”**, **“Commercial Bid”** and **“EMD”** respectively on top of it. Commercial Bid in prescribed format placed at **Appendix B** and **Appendix C** of this RFP is to be duly stamped and authorised signature on it. All these three envelopes is to be placed in an envelope subscribed as **“TENDER FOR SUPPLY OF MILK AND CURD”** top of it and sealed properly is to be dropped in Tender Box placed near the Reception Centre. The tender box will be subscribed as **“TENDER FOR SUPPLY OF ITEMS/SERVICES DURING RDC-2021”**.

9. **Procedure.** 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.
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 customer 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 Customer 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:**
- (a) 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.
 - (b) Prices quoted unreasonably higher or lower from LPP/prevaling market rates will be rejected out rightly.
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 de-listed for the given range of items as mentioned in this RFP.
14. **Validity of Bids:** The Bids should remain valid till 180 days from the last date of submission of the Bids.
15. **Earnest Money Deposit:** Bidders are required to submit Earnest Money Deposit (EMD) in favour of the **DG NCC Public Fund, New Delhi** for an amount of **Rs. 12,000/- (Rupees twelve thousand only)** along with their bids in the form of an *Account Payee Demand Draft / Fixed Deposit Receipt / Banker's Cheque / Bank Guarantee from any of the Public Sector Bank or Private Bank authorized to conduct government business*. EMD is to remain valid for a period of sixty days beyond the final bid validity period. EMD of the unsuccessful bidders will be returned to them at the earliest after expiry of the final bid validity and latest on or before the 60th day after the award of the contract. The Bid Security of the successful bidder would be returned, without any interest what so ever, after the receipt of performance security. Performance Security will be 10% of the total cost of the contract value. EMD is not required to be submitted by those Bidders who are registered with the National Small Industries Corporation (NSIC) and MSME. The EMD will be forfeited if the bidder withdraws or amends impairs or derogates from the tender in any respect within the validity period of their tender. EMD should be kept separately inside the envelope alongwith quotation in main envelope. **Bids shall not be considered, in case, the EMD is not submitted along with the Technical Bid.**

16. Price must be quoted on F.O.R Destination basis by road inclusive of Packing, Forwarding, Freight Charge, Transit Insurance and any other charges as applicable. The consignee for the contract is DG NCC, HQ DG NCC.
17. The approval or rejection to tenders(s) rests with Competent Financial Authority* (CFA) as applicable, who reserves to himself the right of rejecting any tender in whole or in part of any item in whole or in part in respect of any or all the delivery points shown in the schedule of requirements in Part II or RFP without cause assigned.
18. Any further information required on application can be obtained on any working day between 10 AM to 04 PM addressed to AQMG Lgs (Coord), Logistics Directorate, HQ DG NCC.
19. The Officer(s) operating the contract will be indicated in the supply order/ AT Note.
20. These instructions on “Invitation of Bid” are to be signed by you and returned along with your bids.

PART II – ESSENTIAL DETAILS OF ITEMS/SERVICES REQUIRED

1. **Schedule of Requirements:** The contract is with effect from 10 Dec 2020 to 31 Jan 2021 which may be extended by the competent authority as per the provisions enshrined in DPM/GFR/JSG. Item required is as follows:-:-

**Full Cream Milk - 9100 litres (*Approximately*)
(*in Poly pack*)**

**Curd - 50 Kgs (*Approximately*)
(*in Poly pack*)**

2. **Specifications:** Milk & Curd supplied will have following specifications:-
- (a) Milk Fresh shall be derived exclusively from clean and wholesome, obtained from milk of cows or buffaloes or both and shall be free from any ingredient foreign to milk. The Milk fresh and curd shall be clean, pleasant and free from visible mould, objectionable taint or rancidity.
 - (b) No additives or preservatives should be used.
 - (c) Minimum storage life should be at least three days.
 - (d) Milk Fresh and curd should be AGMARK/ISI/FPO/MFPO/BSI/GoI approved specifications with FSSAI certification.
3. Vendors are required to submit essential details in respect of their firms/company as per **Appendix ‘A’** of this RFP for technical evaluation.

4. **Delivery Period:** Items are required to be delivered at HQ DG NCC Camp premises at Army Parade Road, Delhi Cantt in full quantity, as requested on written / verbal as case may be together with challan in duplicate and bill is to be submitted in triplicate duly affixed of revenue stamp within seven days of delivery of items. Items are to be delivered by 0800 hours on the required dates on receipt of confirmed order. No delay will be accepted at any cost beyond the stipulated date/time as given in the supply order. It is informed that the user has right to cancel the Contract unilaterally in case items are not received within the contracted delivery period and as per prescribed quality specifications. Extension of contracted delivery period will be at the sole discretion of the Customer, with applicability of LD clause.

5. **In view of instructions of Govt of India regarding COVID-19 Pandemic, Firm/Vendors will ensure that handling of items is carried out strictly wearing the gloves and masks.**

6. **Consignee Premises Details:** HQ DG NCC Camp Premises at Army Parade Road, Delhi Cantt-110010.

7. **Provision of Deep Freezer.** The vendor to provide one deep freezer in each cook house for storage of milk.

8. The total quantity required in the schedules (*Appendix 'B'* and *Appendix 'C'*) is an approximation only. Certain items may not be required at all in case of non-availability of funds or the requirement. No claim for any compensation on this account will be admissible.

PART III - STANDARD CONDITIONS OF RFP

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

2. **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.

3. **Effective Date of the Contract:** The contract shall come into effect from 10 Dec 2020 or 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 two days prior from the effective date of the contract.

4. **Arbitration:** That in the event of any dispute or differences arising under the contract so executed and which could not be resolved through mutual discussions. In such circumstances, the customer and contractor may agree for arbitration. DG NCC will appoint arbitrator or a cell of arbitration on his behalf to resolve the disputes. The decision of arbitrator taken after due consideration of factors brought out by both parties shall be final and binding. The venue of the arbitration shall be at the discretion of the arbitrator, Subject as aforesaid, the Arbitration Act and the rules there-under, the statutory modification thereof, for the time being in force, shall be deemed to apply to the arbitration proceedings under this condition.

5. **Penalty for use of Undue influence:** The Contractor 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 Contractor or any one employed by him or acting on his behalf (*whether with or without the knowledge of the Contractor*) or the commission of any offence by the Contractor 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 Customer 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 Customer 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 Customer or to any other person in a position to influence any officer/employee of the Customer for showing any favour in relation to this or any other contract, shall render the Contractor to such liability/penalty as the Customer 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.

6. **Agents/Agency Commission:** The contractor confirms and declares to the Customer that the Contractor 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 Contractor; 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 Contractor agrees that if it is established at any time to the satisfaction of the Customer that the present declaration is in any way incorrect or if at a later stage it is discovered by the Customer that the Contractor 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 Contractor will be liable to refund that amount to the Customer. The Contractor will also be debarred from entering into any supply Contract with the Government of India for a minimum period of five years. The Customer will also have a right to consider cancellation of the Contract either wholly or in part, without any entitlement or compensation to the Contractor who shall in such an event be liable to refund all payments made by the Customer 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.

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

8. **Non-Disclosure of Contract Documents:** Except with the written consent of the Customer/Contractor, other party shall not disclose the contract or any provision, specification, plan, design, pattern, sample or information thereof to any third party.

9. **Liquidated Damages:** In the event of the Contractor failure to submit the stores, supply the stores/goods as specified in this contract, the Customer may, at his discretion, withhold any payment until the completion of the contract. The Customer may also deduct from the Contractor as agreed, liquidated damages to the sum of 0.5% of the contract price of the delayed/undelivered stores/services mentioned above for every day of delay or part of a day, subject to the maximum value of the Liquidated Damages being not higher than 10% of the value of delayed stores.

10. **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 material is delayed for causes not attributable to Force Majeure for more than one week beyond stipulated time.

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

(c) The delivery of material is delayed due to causes of Force Majeure for more than one week.

(d) The Buyer has noticed that the Contractor has utilized the services\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.

(f) The contractor fails to supply the desired standard of item/items even after three written reminders.

(g) If the Contractor fails to deliver the items as per approved specification/quality and tries to supply substitute/substandard items.

(h) The Contractor uses illegal means to influence or bribe the staff dealing with the contractor.

11. **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.

12. **Transfer and Sub-letting:** The Contractor 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.

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 Present Contract 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) If Bidder desires to ask for GST extra, the same must be specifically stated. In the absence of any such stipulation, it will be presumed that the prices include all such charges and no claim for the same will be entertained.

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

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

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

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

PART IV – SPECIAL CONDITIONS OF RFP

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

2. **Performance Guarantee.** The Bidder will be required a Performance Guarantee by way of Bank Guarantee through a public sector bank or a private sector bank authorized to conduct government business (ICICI Bank Ltd., Axis Bank Ltd or HDFC Bank Ltd) for a sum equal to 10% of the contract value within 30 days award of contract. Performance Bank Guarantee should be valid upto to 60 days beyond the date of warranty. The specimen of PBG is given in form DPM-15 (Available in MoD website and can be provided on request).

3. **Option Clause:** The contract shall have an option Clause, wherein the Buyer can exercise an option to procure an additional 50% of the original contracted quantity in accordance with the same terms & conditions of the present contract. This will be applicable within the currency of contract. The bidder is to confirm the acceptance of the same for inclusion in the contract. It will be entirely the discretion of the buyer to exercise the option.

4. **Tolerance Clause:** To take care of any change in the requirement during the period starting from issue of RFP till placement of the contract, Buyer reserves the right to 25% plus/minus increase or decrease the quantity of the required goods 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 for Indigenous Sellers:** 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. The payment will be made as per the following terms, on production of the requisite documents:-

(a) The items will be delivered on a Delivery Challan and Bills/invoices submitted in duplicate.

(b) Upon receipt of the items and producing of all supported documents by the contractor, payment will be made by P&F Directorate office by cheque.

(c) It is mandatory to the supplier/vendor to submit their PAN details, Cancelled Cheque and NEFT details for making of payments through ECS/EFT mechanism instead of payment through cheque by the P&F Directorate, HQ DG NCC, RK Puram, New Delhi.

6. **Advance Payment.** No Advance payments will be made.

7. **Paying Authority.** The process of bills of successful tender will be made by the QM RDC-2021, HQ DG NCC Camp, Army Parade Road, Delhi Cantt-10 and payment will be made by Budget Section of P&F Dte, HQ DG NCC, West Block-4, RK Puram, New Delhi-66. Bills to be submitted by the vendor within seven days of supply.

8. **Payment Terms.** It will be mandatory for the Bidders to indicate their bank account numbers and other relevant e-payment details so that payment could be made through ECS/NEFT mechanism instead of payment through cheques whenever feasible. The payment of bills will be made on submission of the following documents by the service provider to the Paying Authority along with the bill:-

(a) Ink signed copy of Service provider's bill.

(b) Ink signed copy of Commercial invoice/Service provider's bill.

(c) Copy of Supply Order/Contract/Contract with U.O number and date of IFA's concurrence where required delegation of power's.

(d) Details for electronic payment viz Account holder's name Bank name, Branch name address, Account type, Account number, IFSC code, MICR code (if these details are not incorporated in supply order/contract)

(h) Any other document/Certificate that may be provided for in the Supply Order/Contract.

9. **Fall Clause:** The following fall clause will form part of the contract placed on successful Bidder:-

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

(b) If at any time, during the said period the Customer reduces the price, sells or offer to sell such services to any person/organization including the Contractor, any Dept, of central Govt. or any Department of the State Government or any Statutory undertaking of the Central or state Government as the case may be at a price lower than the price chargeable under the contract, the 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 reduced.

10. **Risk & Expense Clause:** In the event of the contractor unable to comply with the contractual obligations, DG NCC, at his discretion, will be free to make alternative arrangements at the risk and expenses of the contractor on the prevailing market rates. Expenses incurred on such risk and expense shall be debited from the payment accruing to the contractor in future/Performance Security. Risk & expense clause will be carried out in case of :-

(a) The delivery of the material is delayed for causes not attributable to Force Majeure for **more than three hours** beyond stipulated time.

(b) The delivery of material is delayed due to causes of Force Majeure for more than three hours.

11. **Force Majeure:** Should any Force Majeure circumstances arise, each of the contracting party shall be excused for the non-fulfillment or for the delayed fulfillment of any of its Contractual obligations, if the affected party within 07 days of its occurrence informs the other party in writing. Force Majeure shall mean fires, floods, natural disasters or other acts, that are unanticipated or unforeseeable, and not brought about at the instance of the party claiming to be affected by such event, or which, if anticipated or foreseeable, could not be avoided or provided for, and which has caused the non-performance or delay in performance, such as war, turmoil, strikes, sabotage, explosions, quarantine restriction beyond the control of either party. A party claiming Force Majeure shall exercise reasonable diligence to seek to overcome the Force Majeure event and to mitigate the effects thereof on the performance of its obligations under this contract.

12. **Specification:** The seller guarantees to meet the specifications as per para 2, Part-II of RFP.

13. **Warning Clause :** In case any complaint is received from users, the following penalty will be imposed in addition to deduction of amount equivalent to deficiency in manpower deployment/material supplied:-

- | | |
|------------------------------|---|
| (a) First Complaint | - Verbal Warning |
| (b) Second & Third complaint | - Written Warning |
| (c) Fourth & Fifth Complaint | - Deduction of ¼ amount of the monthly bill. |
| (d) Sixth Complaint | - Issue of show Cause notice and right of termination of Contract after hearing the concerned party |

14. **Transportation:** The contractor is responsible for transport for the delivery of goods to the Consignee's premises as mentioned in Part II under their own arrangement. The term Contract means acquiring all types of goods, such as stores as well as all types of services including packing, unpacking, preservation, transportation, loading, unloading, insurance, delivery, special services if any, consultancy and systems. Any claims arising out the accident of transport, damage to public or private property or any injury or death shall be the responsibility of the supplier and the HQ DG NCC as such shall not be a party to it.

15. **Quality:** The quality of the contracted items delivered according to the present Contract shall correspond to the conditions and standards valid for the deliveries of the same stores for specifications enumerated as per RFP and shall also include therein modification to the stores suggested by the Buyer. Such modifications will be mutually agreed to.

16. **Quality Assurance:** The goods supplied under the contract should conform to the standards, quality and specifications as mentioned in Part-II of this RFP. The item should be of the fresh, conforming to the current production standard and having 100% defined life at the time of delivery.

17. **Inspection Authority:** The inspection will be carried out by representative of the HQ DG NCC. On receipt at the consignee's premise, the item is to be checked for ascertaining the correctness of **quantity, quality and documents.**

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

(a) The claims may be presented either on quantity of the stores, where the quantity does not correspond to the quantity shown in the Packing List/Insufficiency in packing, or on quality of the stores, where quality does not correspond to the quality mentioned in the contract.

(b) The quantity claims for deficiency of quantity (if any), shall be delivered at consignee premises within 24 hours days under own arrangement of the contractor.

(c) The quality claims for defects/damages or deficiencies in quality noticed during inspection shall be presented within 24 hours of completion of inspection and acceptance of goods and will be submitted to the Contractor.

(d) The Contractor is to settle the claims for defected/damaged quantity and deficiency in quality of the stores within 48 hours.

(e) The Contractor shall collect the defective/damaged or rejected items from the location nominated by the Buyer and deliver the replaced goods at the same location under Contractor's own arrangement.

(f) The quality claims will be raised solely by the Buyer and without any certification/ countersignature by the Contractor's representative stationed in India.

(g) Any claims arising out the accident of transport, damage to public or private property or any injury or death shall be the responsibility of the supplier and HQ DG NCC as such shall not be a party to it.

19. Any further information required can be obtained on application on any working day between 1400 hrs to 1630 hrs from the Office of AQMG Coord, Logistics Dte, HQ DG NCC, New Delhi.

20. The Officer operating the contract will be the DG NCC, HQ DG NCC, New Delhi.

21. Items are required to be delivered at HQ DG NCC Camp premises at Army Parade Road, Delhi Cantt in full quantity, as requested on supply order alongwith items bill/ challan in triplicate duly affixed with revenue stamp. Items are to be delivered by the time mentioned in supply order on the required dates on receipt of confirmed order.

PART V – ELIGIBILITY AND EVALUATION CRITERIA & PRICE BID ISSUES

1. **Eligibility Criteria.** For technical evaluation of your bids, you are required to submit following certificates / documents in the envelope marked as :-

(a) **TECHNICAL BID.** (*This envelope should contain the following documents, duly self attested, in the same order*) :-

(i) A copy of RFP duly every page singed and stamped to be placed in this envelope.

(ii) Please ensure details to be filled in **Appendix 'A'** is complete in all respect.

(iii) Valid GST No. in the name of firm or in the name of proprietor of the firm in case of proprietary firm.

(iv) Firm/Vendor is to submit a copy of PAN Card & Aadhar Card of the firm/owner/ proprietor, as applicable.

(v) Undertaking that no criminal cases are pending against the proprietor/ firm/directors relating to previous service contracts.

(vi) The service provider shall submit the certificates that the firm has never been Black-Listed by any Govt/Semi-Govt/PSU/Pvt Organization.

(b) **EMD.** Please submit EMD in this envelope. If waiver for EMD is to be availed, please submit a copy of registration certificate/document showing your firm's registration with "**National Small Industries Corporation (NSIC)**" and "**MSME**" in this envelope.

(c) **COMMERCIAL BID.** Envelope marked as "**COMMERCIAL BID**" should contain duly completed Commercial Bid only.

2. **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,
- (b) **L-1 will be decided separately for Milk and Curd. For this purpose, Appendix 'B' and Appendix 'C' are required to be submitted accordingly. The tenderer who will emerge as L-1 on the basis of lowest rate will be considered for award of contract separately.**
- (c) The Bidders are required to spell out the rates of GST etc in unambiguous terms only while submission of bills at the time of delivery. If a Bidder is exempted from payment of GST duty up to any value of supplies from them, they should clearly state that no GST will be charged by them up to the limit of exemption which they may have. If any concession is available in regard to rate/quantum of GST, it should be brought out clearly. **No GST should be included while submission of commercial bids.**
- (d) If there is a discrepancy between the unit price and the total price that is obtained by multiplying the unit price and quantity, the unit price will prevail and the total price will be corrected. If there is a discrepancy between words and figures, the amount in words will prevail for calculation of price.
- (e) The Lowest Acceptable Bid will be considered further for a cement of contract/ Supply Order after complete clarification and price negotiations as decided by the Buyer. The Buyer also reserves the right to do Apportionment of Quantity, if it is convinced that Lowest Bidder is not in a position to supply full quantity in stipulated time.
3. **Price Bid Format:** The Price Bid Formats are given at **Appendix B & Appendix C** and Bidders are required to fill this up correctly with full details, sign with firm's stamp on it.

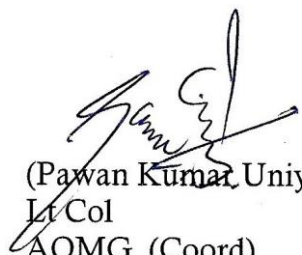
Note 1 : Incomplete filled form will be rejected outrightly.

Note 2 : Vendors are requested to carry out calculations in commercial bid form carefully. HQ DG NCC reserves the right to amend/correct any wrongly calculated totals.

Note 3 : DG NCC reserves to reject any applications without assigning any reason for following reasons:-

- (a) If bids found calculated grossly wrong.
(b) Over writings/cuttings or unclear figures/words.
(c) Commercial bids without firm representative's signature.

Thanking you,


(Pawan Kumar Uniyal)
Lt Col
AQMGM (Coord)
for HQ DG NCC

DETAILS OF VENDOR

1.	Name of Firm	
2.	Office Address <i>(Attach photo of office front side with signed and stamped overleaf)</i>	
	Office Telephone Number/s	
	Fax Number	
	e-mail	
3.	GST No (Attach documents)	
4.	<u>Nature of Company</u>	<p>(Please Tick (√) where applicable)</p> <p>(a) Proprietary</p> <p>(b) Pvt Ltd</p> <p>(c) PSU</p> <p>(d) Ex Servicemen Unit</p> <p>(e) Partnership</p> <p>(f) Others</p>
5.	<p><i>Give Name, residential address with telephone of proprietor for Proprietary</i></p> <p style="text-align: center;">OR</p> <p><i>Give Name, designation, residential address of Chief Executive or Managing Director for Pvt Ltd</i></p> <p style="text-align: center;">OR</p> <p><i>Give Name, address, Telephone no with partnership deed (if partnership firm).</i></p>	
6.	<u>Nature of Business</u>	<p>(Please Tick (√) where applicable)</p> <p>(a) Trader</p> <p>(b) Dealer</p> <p>(c) Supplier</p> <p>(d) Processor</p> <p>(e) Manufacturing</p> <p>(f) Sole selling or Authorised Agent</p>

7.	<p><u>Details of Registration</u></p> <p><i>(Attach proof of valid registration)</i></p> <p>(a) NSIC/ SSI</p> <p>(b) MSME</p>	<p>(Tick (√) Yes/No & give details if YES)</p> <p>(Yes / No)</p> <p>(Yes / No)</p>
8.	<p>Have You Got ISO Certification, If yes give details <i>(attach copy of certification)</i></p>	

APPENDIX-B

(Refer para 8, Part-I, para 1, Part-II and para 1 (b) & 2, Part V of RFP)

COMMERCIAL BIDS FOR FRESH MILK (POLY PACK) FOR THE PERIOD FROM 10 Dec 2020 TO 31 JAN 2021 FOR NCC RDC CAMP-2021

I, Name _____ of M/s _____

hereby offer the following rates for the under mentioned item:-

Name of Items	Rate per litre (In Rs.) in figures	Rate per litre (In Rs.) in words	Brand Name
Full Cream Milk (in Poly pack of one litre/ two litre/four litre) (Please specify rates of different packing separately) Quantity Required (Approx 9100 litres)			

Note : *Brand Name should be clearly spelt out in the bid. Bid will be rejected if found with incomplete / improper details.*

Signature _____

Date:

Station:

Firms Stamp

APPENDIX-C

(Refer para 8, Part-I, para 1, Part-II and para 1 (b) & 2, Part V of RFP)

**COMMERCIAL BIDS FOR FRESH CURD (POLY PACK) FOR THE PERIOD
FROM 10 Dec 2020 TO 31 JAN 2021 FOR NCC RDC CAMP-2021**

I, Name _____ of M/s _____

hereby offer the following rates for the under mentioned item:-

Name of Items	Rate per Kg (In Rs.) (in figures)	Rate per Kg (In Rs.) (in words)	Brand Name
Curd (in Poly pack) Quantity Required (Approx 50 Kgs)			

Note : (a) *Brand Name should be clearly spelt out in the bid. Bid will be rejected if found with incomplete / improper details.*

(b) *Quantities mentioned under Column “Quantity required (Approx) (Per Kg)” will be demanded on requirement basis and not in single order.*

Signature _____

Date:

Station:

Firms Stamp

CHECK LIST

Please go through the check list before submitting the Bids :-

1. Sealed bids envelope marked as “**TENDER FOR SUPPLY OF MILK AND CURD**” should contain following three sealed envelopes :-

- (a) Technical Bids - envelope to be Superscribed as “**TECHNICAL BID**”
- (b) Earnest Money Deposit (EMD) - envelope to be Superscribed as “**EMD**”
- (c) Commercial Bids. - envelope to be Superscribed as “**COMMERCIAL BID**”

2. Please ensure that above envelopes contains the following documents in same order as mentioned below :-

(a) **TECHNICAL BID.** (*This envelope should contain the following documents, duly self attested, in the same order*) :-

- (i) A copy of RFP duly every page signed and stamped to be placed in this envelope.
- (ii) Please ensure details to be filled in **Appendix ‘A’** is complete in all respect.
- (iii) Valid GST No. in the name of firm or in the name of proprietor of the firm in case of proprietary firm.
- (iv) Firm/Vendor is to submit a copy of PAN Card & Aadhar Card of the firm/owner/ proprietor, as applicable.
- (v) Undertaking that no criminal cases are pending against the proprietor/ firm/directors relating to previous service contracts.
- (vi) The service provider shall submit the certificates that the firm has never been Black-Listed by any Govt/Semi-Govt/PSU/Pvt Organization.
- (vii) Please submit Registration letter/s as per para 7 of **Appendix ‘A’**, if held.

(b) **EMD.** Please submit EMD in this envelope. If waiver for EMD is to be availed, please submit a copy of registration certificate/document showing your firm’s registration with “*National Small Industries Corporation (NSIC)*” and “*MSME*” in this envelope.

(c) **COMMERCIAL BID.** This envelope should contain duly completed Commercial Bid only.

Important Dates

- ⇒ **Last date for Submission of Bid** : **20 Oct 2020 by 1500 hrs**
- ⇒ **Time and date for opening of Technical Bids** : **20 Oct 2020 by 1530 hrs**
- ⇒ **Time and date for opening of Commercial Bids** : **03 Nov 2020 by 1500 hrs**