

Firms/Individuals downloading Tender from internet are required to submit tender cost of Rs. 100/- (Non-refundable) at INS India / SVY (N) before Tender Opening.

Tele: 08800197207

Reply should be addressed
to the Commanding Officer

INS India
Dara Shukoh Road
New Delhi -110 011

quoting No. 447/SVY(N)/BREAD/18-19

Mar 18

M/s. _____

**REQUEST FOR PROPOSAL FOR ANNUAL CONTRACT FOR SUPPLY OF BREAD WHITE
AT INS INDIA AT NEW DELHI FOR THE PERIOD OF 12 MONTHS
FROM THE DATE OF SIGNING OF CONTRACT**

INSTRUCTIONS TO BIDDERS FOR SUPPLY OF BREAD WHITE

Sir,

Sealed tender enquiries are invited for supply of Bread Fresh as mentioned in part II of this RFP. The instructions to bidders are as follows:-

1. Bids in sealed cover are invited for conclusion of contract for supply of **Bread White** for the period of 12 months from the date of signing of the contract listed in part II of this RFP. Please superscribe the above-mentioned Title, RFP number and date of opening of the bids on the sealed cover to avoid the bid being declared invalid.

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

- (a) Bids to be addressed to: **The Commanding Officer, INS India**
- (b) Postal address for sending the Bids: INS India, Dara Shukoh Road, New Delhi – 110011.
- (c) Name/designation of the contact Officer: The Officer-in-Charge, SVY(N)
- (d) Telephone numbers of the contact Officer: The Oi/C, SVY (N), 08800197207
- (e) E-mail ids of contact personnel/Mobile No.: NA
- (f) Fax number: 23010647

3. This RFP is divided into five parts as follows:

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

4. This RFP is being issued with no financial commitment and the Buyer reserves the right to change or vary any part there of at any stage. The Buyer also reserves the right to withdraw the **RFP AND REJECT ANY TENDER**, should it become necessary at any stage.

Part I – General information.

1. **Last date and time for depositing the Bids.** **04 Apr 18 by 1100 hrs.** The sealed Bids, should be deposited/reach by the due date and time. The responsibility to ensure this lies with the Bidder.
2. **Manner of depositing the Bids.** Sealed Bids should be either dropped in the Tender Box marked as “**TENDER FOR ANNUAL CONTRACT FOR SUPPLY OF BREAD WHITE**” or sent by registered post at the address given above so as to reach by the due date and time. Submission late tenders will not be considered. No responsibility will be taken for postal delay or non-delivery/non-receipt of Bid documents. Bids sent by FAX or e-mail will not be considered (unless they have been specifically called for by these modes due to urgency).
3. **Pre Bid Meeting:** The Bidders may depute their representatives, duly authorized in writing, to attend the pre bid meeting on **02 Apr 18 at 1100 hrs** at office of Officer-in-Charge, Station Victualling Yard, Opp. Yeswant Place Shopping Complex, Chankya Bagh, Chankya Puri, New Delhi – 110 021 for clarification of issues related to specification/scope of work and any other contents of this RFP.
4. **Time and date for opening of Bids.** **04 Apr 18 at 1530 hrs** (If due to any exigency, the due date for opening of the Bids is declared to be 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).
5. **Location of the Tender Box.** Main Gate, INS India, Dara Shukoh Road, New Delhi – 110011. Only those Bids that are found in the tender box will be opened. Bids dropped in the wrong Tender Box will be rendered invalid.
6. **Place of opening of the Bids.** Conference Hall, INS India, Dalhousie Road, New Delhi – 110 011. The Bidders may depute their representatives, duly authorised in writing, to attend the opening of Bids on the due date and time. Rates and relevant commercial 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.
7. **Two-Bid system:** Not applicable
8. **Forwarding of Bids.** Bids should be forwarded by Bidders under their original memo/letter pad inter alia furnishing details like GST number/VAT/CST number, Bank address with EFT Account if applicable, etc. and complete postal & e-mail address of their office. **Note: Bidders should invariably quote their price in accordance with Part IV Para 2 and 3 of this RFP. The buyer reserve the right to exercise the Option and Repeat Order Clause.**
9. **Clarification regarding contents of the RFP.** A prospective bidder who requires clarification regarding the contents of the bidding documents shall notify to the Customer in writing about the clarifications sought not later than 07 (seven) days prior to the date of opening of the Bids. Copies of the query and clarification by the purchaser will be sent to all prospective bidders who have received the bidding documents.
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 lower than 20% of “**Reserved Rates**” fixed by Panel of Officers will be rejected outrightly.

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 **Commanding Officer, INS India, Dalhousie Road, New Delhi-110 011** for an amount of **Rs. 35,000.00 (Rupees Thirty Five thousand Only)** along with their bids. The EMD may be submitted in the form of an Account Payee Demand Draft, Fixed Deposit Receipt, Banker's Cheque or Bank Guarantee from any of the public sector banks or a private sector bank authorized to conduct government business. 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 from them as called for in the contract. EMD is not required to be submitted by those Bidders who are registered with the Central Purchase Organization (e.g. DGS&D), National Small Industries Corporation (NSIC) and Sahakari Bhandar etc. 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.

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 The Commanding Officer, INS India.

17. **Firms Claiming Compliance.** Firms need to submit following documents duly numbered for easy reference along with the quotations:

- (a) Registered Firms with ASC / Navy / Air Force / Supplied Breads to Govt. Organization. (Registration Certificate to attached) - SI No. 1
- (b) The firm has valid GST number/Sale Tax/PAN No. (To be labeled on quotation) - SI No. 2
- (c) Marketing the product in civil market for at least last two years. (Experience Certificate to be attached) for approx of same quantity - SI No. 3
- (d) Holding valid registration with FSSAI. (Food safety and standard authority of India) for supply of Bakery items. (Certificate to be attached) - SI No. 04
- (e) EMD of **Rs. 35,000.00 (Rupees thirty Five thousand Only)** along with details of firm on the backside of EMD - SI 05.
- (f) Capacity Certificate on Company letterhead to establishing the ability of supplying the product as per contract obligation/ requirement for contract period. - SI 06

Part II – Essential Details of Items/Services required

1. Schedule of Requirements – List of items required are as follows:

SI. No.	PARTICULAR	Deno.	Qty.	Gms / Pkt
(a)	Bread White (Plain)	Kgs.	20,000.000	700 Gms

***Demand will be distributed over the contract period as on daily requirement basis subject to advance supply order / intimation**

2. **Specification:**

- (a) Bread should be prepared in strict compliance with local food regulations and packed in hygienic pack.
- (b) It should be properly baked, porous loaf produced by kneading fermenting, moulding and baking a suitable mixture of flour, yeast and salt. It shall not be subjected to any reconditioning or re-baking process.
- (c) The loaves shall be reasonably symmetrical and slices to be evenly cut.
- (d) Minimum storage life should be at least 05 days.
- (e) Should be AGMARK/ISI/FPO/MFPO/BSI/Gol/FSSAI approved specifications.
- (f) ASC Specification (As per appendix B)

3. **Standard minimum requirements of hygiene in food factories.** To ensure the standard of hygiene in Factory the following are the minimum requirements:-

- (a) An adequate supply of potable water which shall be periodically tested and certified as free from injurious bacteria and substance by a public health laboratory.
- (b) An efficient drainage system with proper methods of disposal of waste water.
- (c) A proper conservancy system adequately serviced, with approved methods of disposal of filth and refuse.
- (d) Fly-proofing of Factory premises to the extent necessary to protect raw material during storage and processing, and the manufactured product until it has been packed and the containers sealed.
- (e) Additional special hygiene precautions are necessary when waste products which are dangerous or likely to create conditions which are dangerous to health are produced at any stage during the handling of raw materials or manufacture.
- (f) So far as the health of employees is concerned, periodic medical examination should ensure that no individual is employed who is suffering from infectious or communicable disease, or who suffers from any disability, for example "running nose", which is likely to result in contamination of the raw material, implements, equipment or finished products.
- (g) Adequate standards of Lighting (natural and artificial) in working parts of the Factory, together with adequate ventilation, sufficient space for protection from machinery.
- (h) Provisions for personal hygiene of employees will include washing facilities (soap, basin or taps and nail brushes) and two sets of clean clothing for each employee for use only in the Factory.
- (j) The buyer shall have the right to inspect the above area of concern prior to bids and/or post contract for his satisfaction and the supplier shall be duly bound to facilitate conduct of this exercise.
- (k) Factory premises is liable for inspection prior / after conclusion of contract.

4. **Delivery Period:** Items are required to be delivered at SVY(N), Chanakya Bagh, Opp Yaswant Palace Complex, Chanakyapuri, New Delhi 110021 premises in full quantity, as requested on written as case may be together with challan in duplicate and bill is to be submitted in triplicate duly affixed of revenue stamp & GST No. at the end of the month. Items are to be delivered by 0900 hrs. 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. Extension of contracted delivery period will be at the sole discretion of the Customer, with applicability of LD clause/Risk and expanse clause of Para 8 of Part IV to this RFP.

5. **Consignee Premises Details:** SVY(N), Chanakya Bagh, Opp Yaswant Palace Complex, Chanakyapuri, New Delhi 110021

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 below 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 on the date of signatures of both the parties on the contract (Effective Date)/the date of receipt of Acceptance Note and shall remain valid until the completion of the obligations of the parties under the contract. The deliveries and supplies and performance of the services shall commence from the effective date of the contract/the date of receipt of Acceptance Note.

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. The Commanding Officer, INS India 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 Buyer or his nominee to the effect that a breach of the undertaking had been committed shall be final and binding on the Seller. Giving or offering of any gift, bribe or inducement or any attempt at any such act on behalf of the Seller towards any officer/employee of the 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 is the original manufacturer of the stores/provider of the services referred to in this Contract and has not engaged any individual or firm, whether Indian or foreign whatsoever, to intercede, facilitate or in any way to recommend to the Government of India or any of its functionaries, whether officially or unofficially, to the award of the contract to the 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 Bonds, Guarantees and Documents, supply the stores/goods and conduct trials, installation of equipment, training, etc 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 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.

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 month after the scheduled date of delivery.
- (b) The Seller is declared bankrupt or becomes insolvent.
- (c) The delivery of material is delayed due to causes of Force Majeure by more than one month provided Force Majeure clause is included in contract.
- (d) The Buyer has noticed that the Contractor has utilized the services of an 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 even after 06 written reminders to them.
- (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. **Patents and other Industrial Property Rights:** The prices stated in the present Contract shall be deemed to include all amounts payable for the use of patents, copyrights, registered charges, trademarks and payments for any other industrial property rights. The Seller shall indemnify the Customer against all claims from a third party at any time on account of the infringement of any or all the rights mentioned in the previous paragraphs, whether such claims arise in respect of manufacture or use. The Seller shall be responsible for the completion of the supplies including spares, tools, technical literature and training aggregates irrespective of the fact of infringement of the **supplies**, irrespective of the fact of infringement of any or all the rights mentioned above.

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 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

15. **Taxes and Duties:**

(a) **General**

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

(ii) If a bidder is exempted from payment of any duty/ tax upto any value of supplies from them, he should clearly state that no such duty/ tax will be charged by them up to the limit of exemption which they may have. If any concession is available in regard to rate? Quantum of any Duty/ tax, it should be brought out clearly. In such cases, relevant certificate will be issued by the Buyer later to enable the Seller to obtain exemptions from taxation authorities.

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

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

Part IV – Special Conditions of RFP :

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

1. **Performance Guarantee (Security Deposit):** The Bidder will be required to furnish 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 of receipt of the confirmed order. Performance Bank Guarantee should be valid up to 60 days beyond the date of completion of contract.

2. **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.

3. **Repeat Order Clause:** The contract will have a Repeat Order Clause, wherein the Buyer can order upto 50% quantity of the items under the present contract within six months from the date of supply/successful completion of this contract, the cost, items & conditions remaining the same. The Bidder is to confirm acceptance of this clause. It will be entirely the discretion of the Buyer to place the Repeat order or not.

4. **Tolerance Clause:** To take care of any change in the requirement during the period starting from issue of 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.

Contd...8/-

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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/EFT mechanism instead of payment through cheques wherever feasible. A copy of the model mandate form prescribed by RBI to be submitted by Bidders for receiving payments through ECS is enclosed as at Appendix - A. 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, 95% of payment will be made by this office by cheque and the balance 5% payment will be made by DCDA (Navy), New Delhi.
- (c) No advance payment will be made.
- (d) It is mandatory to the supplier/vendor to submit their PAN /TIN details, Cancelled Cheque and NEFT details so that the balance 5% payment can be made through ECS/EFT mechanism instead of payment through cheque by the DCDA (Navy), New Delhi.

6. **Paying Authority:** Indigenous Sellers: (Name and address, contact details). 95% payment of the bills will be made the Paying Authority i.e Commanding Officer INS India through cheque and the balance 5% payment will be made through ECS/EFT mechanism by the DCDA (Navy), New Delhi directly to the Contractor on submission of the following documents:

- (a) Ink-signed copy of Commercial invoice / Seller's bill.
- (b) Guarantee / Warranty certificate.
- (c) Performance Bank guarantee/Indemnity bond where applicable.
- (d) DP extension letter with CFA's sanction, U.O. number and date of IFA's concurrence, where required under delegation of powers, indicating whether extension is with/without LD.
- (e) Details for electronic payment viz. Account holder's name, Bank name, Branch name and address, Account type, Account number, IFSC code, MICR code (if these details are not incorporated in supply order/contract).
- (f) Any other document / certificate that may be provided for in the Supply Order/Contract.

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

(a) The price charged for stores supplied under the contract by the Customer shall in no event exceed the lowest prices at which the Contractor sells the stores or offer to sell stores of identical description to any persons/Organisation including the purchaser 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 stores to any person/Organisation including the Buyer or 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.

8. **Risk & Expense clause:** In the event of the contractor failed to comply with the contractual obligations, the Commanding Officer, INS India, at his discretion, will be free to make alternative arrangement 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.

9. **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.

10. **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 |

11. **Inspection:** Will be carried out by representative of the Commanding Officer, INS India. On receipt of items at the consignee's premise, the item is to be checked for ascertaining the correctness of **quantity, quality** and documents.

12. **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 07 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 45 days 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 15 days.
- (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) Claims may also be settled by reduction of cost of goods under claim from bonds submitted by the Contractor or payment of claim amount by Contractor through demand draft drawn on an Indian Bank, in favour of DCDA(Navy), New Delhi.
- (g) The quality claims will be raised solely by the Buyer and without any certification/ countersignature by the Contractor's representative stationed in India.

13. **Quality:** The quality of the contracted 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 but to be indicated by buyer only. The Contractor confirms that the stores to be supplied under this Contract shall be fresh, have sufficient storage life, expiry date clearly mentioned.

14. **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 Contractor should provide the Standard Acceptance

Test Procedure (ATP) within 01 month of the effective date of contract. The Buyer reserves the right to modify the ATP. The Contractor should be required to provide all test facilities at his premises for acceptance and

Contd....10/-

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inspection by Buyer. The details in this regard will be coordinated during the negotiation of the contract. The item should be of the latest manufacture, conforming to the current production standard and having 100% defined life at the time of delivery.

15. **Transport:** 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 Navy as such shall not be a party to it.

16. Any further information required can be obtained on application on any working day between 1000 hrs to 1630 hrs from the Commanding Officer(for Officer-in-Charge SVY), INS India, New Delhi.

17. On receipt at the consignee's premise, the item is to be checked for ascertaining the correctness of quality, quantity and documents.

18. The Officer operating the contract will be the Commanding Officer, INS India, New Delhi.

19. Items are required to be delivered at SVY(N) premises in full quantity, as requested on supply order. Together with items bill/challan in triplicate duly affixed with revenue stamp. Items are to be delivered by 0900 hrs. on the required dates on receipt of confirmed order.

Part V – Evaluation Criteria & Price Bid issues

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.

(b) The Lowest Bid will be decided upon the lowest price quoted by the Particular Bidder as per the Price Format given at Para 2 below on overall basis. The consideration of taxes and duties in evaluation process will be as follows:

(c) If there is a discrepancy between the unit price and the total price that is obtain 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.

(d) 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.

Contd....11/-

2. **Price Bid Format:** The Price Bid Format is given below and Bidders are required to fill this up correctly with full details on their letter head:-

<u>Sl No.</u>	<u>Description</u>	<u>Deno.</u>	<u>Qty. (in Kgs.)</u>	<u>Brand</u>	<u>Basic Price (Per Kg)</u>	<u>Taxes (if applicable)</u>			<u>Total Amount</u>
						<u>CGST</u>	<u>SGST</u>	<u>Total Taxes</u>	
(a)	(b)	(c)	(d)	(e)	(f)	(g)	(h)	(j)	(l)=d x (f+j)
(i)	Bread White (Plain)	Kgs.	20,000						
(Note : All the taxes are to spell out separately. Quotes with inclusive taxes will not be accepted)									

Note:-

(a) Vendors irrespective of compliance of technical specification should clearly state brand name while quoting for products.

(b) The L1 firm will be decided on the basis of the lowest rates (On Total Amount) of basic price received from the firm. However firm should fulfill the mandatory criteria mentioned at Para 17 of Part 1 of this RFP.

(c) Reasonable rates on total value of contract will be fixed by unit. Tendered rates will be examined in relation to RR. In case rates quoted are lower than 20% than RR, the same will be treated as fictitious and will be rejected.

Thanking you,

(Tejinder Singh)
Commander
Officer-in-Charge, SVY (N)
for Commanding Officer

Encl: Appendix 'A' & 'B'

Form DPM-11

Model ECS Mandate Format

Customer's option to receive payments through e-Payment (ECS/ EFT/ DIRECT CREDIT/ RTGS/ NEFT/ Other payment mechanism as approved by RBI.)

Credit Clearing Mechanism

1. Customer's name :

2. Particulars of Bank Account :
 - (a) Bank name :
 - (b) Branch name :
 - (c) Address :
 - (d) Telephone numbers :
 - (e) IFS code :
 - (f) 9 Digit code number of Bank and Branch appearing on MICR cheque issued by Bank :

 - (g) Account Type (S.B. Account/Current Account or Cash) :
 - (h) Ledger number :
 - (j) Ledger Folio number :
 - (k) Account number as appearing on Cheque Book :

3. Please attach a blank cancelled cheque, or, photocopy of a cheque or front page of your savings bank passbook issued by your bank for verification of the above particulars.

4. Date of Effect :

"I, hereby, declare that the particulars given above are correct and complete. If the transaction is delayed or not effected at all for reasons of incomplete or incorrect information, I would not hold the user institution responsible. I have read the option invitation letter and agree to discharge the responsibility expected of me as a participant under scheme."

Date: (.....)
Signature of Customer

Certified that the particulars furnished above are correct as per our records.

Bank's Stamp: (.....)

Date:

Signature of the Authorized Official from the Bank

Appendix B

DEFENCE FOOD SPECIFICATION – 2012 **SPECIFICATION NO 20: WHITE BREAD**

Quality

1. The Bread shall be baked in conventional form in manufacturing plant which is preferably HACCP/ ISO 22000 certified. The crust shall be free from blisters and shall be of uniform golden to light brown colour. The crust shall not be burnt and shall be free from soot and any foreign matter.
2. The loaf shall have a volume / mass ratio of not less than 2:5. The crumb shall have small pores uniformly distributed , throughout and with thin cell walls. It shall be free from non porous mass, splits and large holes, lumps of flour or salt or any other evidence of incomplete mixing or baking.
3. There shall be no hollow between the crust and the crumb.
4. The favour shall be characteristics of fresh, well baked bread, free from bitterness or any other objectionable flavour or taste. The bread shall also be free from indications of rope or mould. Baking products received back from market shall not be recycled.

Packing

5. The bread shall be wrapped or packed in sliced form either in clean waxed paper or any other suitable food grade wrapper to preserve freshness. Packing may also be done in printed food grade poly bags which can be lightened with rubber band. The mass of each bread loaf shall be either 400 gms or 800 gms as per the provisions of the standard of weight and measures (Packaged commodities) Rules, 1977.
6. The following particulars shall be clearly and indelibly marked on each pack of bread on the outer side of the wrapper. Printing shall be done by using non toxic and non penetrating / non transferable ink :-
 - (a) Description of contents
 - (b) Name and address of manufacture.
 - (c) Trade name, if any
 - (d) Mass of the loaf when packed
 - (e) Any added ingredients such as preservative, emulsifiers, dough conditioners nutrients.
 - (f) Date of manufacture
 - (g) Best Before
 - (h) Symbol for veg food.
7. **Essential Ingredients** The following material shall be used in the preparation of dough for white bread:-

(a) **Maida (Wheat Flour)** Maida (Wheat Flour) shall be the product obtained by milling cleaned, hard or soft wheat or blends thereof in a roller flour, mill and bolting. The flour shall be free flowing dry to touch, should not pack when squeezed, should be creamy in colour and free from any visible bran particulars.

Contd ...2/-

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The flour shall have a characteristics taste and smell, and shall be free from insect and fungus infestation, rodent contamination, dirt and other extraneous matter. It should not have any musty flavour or rancid taste.

(b) The material shall be comply with the requirements given in Table 1 and 2 of BIS specification IS : 7464 : 1988.

(c) **Leavening Agents** Any of the following agents singly or in combination may be used:-

- (i) Baker's yeast (As per IS: 1320 – 1988 third revision)
- (ii) Barm and hops
- (iii) Fermented juice obtained from palms and
- (iv) Lactic acid lument

(d) **Edible common salt** Edible common salt or iodised salt confirming to BIS specification No. IS : 253 -1985 or IS : 7224-1985 shall be used.

(e) Water: Water used in the manufacture of bread shall confirm to the quality tolerance limits laid down in BIS Specification No 4251-1967.

8 **Optional Ingredients** In addition to the essential ingredients prescribed above any of the following ingredients may be added in the dough :-

(a) **Milk and Milk Products** – (As per IS : 1166-1986 specification for condensed milk (second revision), IS : 1165-1992 specification for milk powder(Whole and skim) (Fourth revision)

- (b) Vital gluten
- (c) Sugar and Sugar Products
- (d) Honey
- (e) Liquid glucose (As per IS : 873-1974 specification for liquild glucose (first revision)
- (f) Dextrose monohydrate (As per IS :874-1992 specification for dextrose monohydrate (third revision)
- (g) Malt Products
- (h) Other edible flour and starches
- (j) Edible oil seed flour
- (k) Fat – Hydrogenated vegetable Oil or refined edible oil of suitable type, butter, ghee, margaine or their mixture.
- (l) Vitamins and / or minerals
- (m) lecithin
- (n) Albumin
- (o) Lysine
- (p) Fungal alpha amylase – not exceeding 100 mg / Kg of the mass of the flour.
- (q) Sorbitol
- (r) Glycerine
- (s) Emulsifying agent - As per FSSAI rules

- | | | | |
|------|-------------------|---|---|
| (t) | Stabilising agent | - | As per FSSAI rules |
| (u) | Ammonium Chloride | - | Not exceeding 500 mg/Kg of the mass of the flour. |
| (v) | Ascorbic acid | | |
| (vi) | Lime Water | | |

Contd..3/-

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9 **Improvers** Following improvers may be used

- | | | |
|-----|--|--|
| (a) | Ammonium Per sulphate | Not exceeding 2.5 gm / Kg of mass of the flour |
| (b) | Potassium bromated And / or potassium iodate | Not exceeding 50 mg / Kg of the mass of the flour |
| (c) | Calcium Carbonate | Not exceeding 5 gm /Kg of the mass of the Flour |
| (d) | Acid Calcium Phosphate | Not exceeding 10.0 gm/ Kg of the mass of the flour |
| (e) | Calcium Phosphate | Not exceeding 2.5 gms /Kg of the mass of the flour |
| (f) | L Cysteine | Not exceeding 90 mg /Kg of the mass of the flour |
| (g) | Guar Gum | Not exceeding 5.0 gm/Kg of the mass of the flour |

10 **Rope and Mould inhibitors** The following rope and mould inhibitors in the quantities given against each may be used :-

- | | | |
|-----|--|---|
| (a) | Calcium or Sodium Propionate | Not exceeding 5.0 gms/ Kg of the Flour |
| (b) | Glacial acetic acid or lactic acid | Not exceeding 2.5 gm /Kg of the mass of the flour |
| (c) | Vinegar | Equivalent to the concentration of acetic acid |
| (d) | Sodium Diacetate | Not exceeding 4.0 gm /Kg of the mass of the flour |
| (e) | Acid Sodium Pyrophosphate | Not exceeding 5.0 gms / Kg of the mass of flour |
| (f) | Sorbic Acid or its sodium Potassium or calcium salts | Not exceeding 1.0 gm/Kg of the mass of flour |

11 **Dough Conditions** Calcium or Sodium Salt of Stearoyl-lactylate not exceeding 5.0 gm /Kg of the mass of the flour

