

## **REPUBLICATION OF BIDS**







GoodsWorksServices

S.No	Procuring Entity	Location	Tender Number	Tender Name	Type	NIT Published Date	Last date for Tender Closure	Status	Actions
1	Sainik School Bijapur	Sainik School Vijayapura	SSBJ/2023-24/IND0003/CALL-2	Fresh Ration	Open	07-02-2024 14:21:38	17-02-2024 17:00:00	Published	  
2	Sainik School Bijapur	Sainik School Vijayapura	SSBJ/2023-24/IND0010/CALL-2	Hygiene and Sanitation	Open	07-02-2024 14:24:35	17-02-2024 17:00:00	Published	  
3	Sainik School Bijapur	Sainik School Vijayapura	SSBJ/2023-24/IND0009/CALL-2	Dry Bakery and Animal Ration	Open	07-02-2024 14:27:29	17-02-2024 17:00:00	Published	  
4	Sainik School Bijapur	Sainik School Vijayapura	SSBJ/2023-24/IND0006/CALL-2	Chicken, Mutton and Fish	Open	07-02-2024 14:29:54	17-02-2024 17:00:00	Published	  

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Goods	Works	Services							
S.No	Procuring Entity	Location	Tender Number	Tender Name	Type	NIT Published Date	Last date for Tender Closure	Status	Actions
1	Sainik School Bijapur	Sainik School Vijayapura	SSBI/2023-24/SE0001/CALL-2	Rate Contract for Barber Service	Open	07-02-2024 14:33:36	17-02-2024 17:00:00	Published	  
2	Sainik School Bijapur	Sainik School Vijayapura	SSBI/2023-24/SE0002/CALL-2	Washing Contract	Open	07-02-2024 15:37:33	17-02-2024 17:00:00	Published	  

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Sainik School Bijapur  
Athani Road, Vijayapur  
Karnataka- 586108

No SSBJ/936/QM/AT

07 Feb 2024

**REQUEST FOR PROPOSAL (RFP) FOR SUPPLY OF  
FRESH VEGETABLE, FRESH FRUITS  
INSTRUCTIONS TO BIDDERS**

Sir,

1. On behalf of the President of India, the sealed tenders (**Two Bid**) are invited from the reputed and experienced firms for **Supply of Fresh Vegetable, Fresh Fruits.**
2. 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.
3. The address and contact numbers for seeking clarifications regarding this are RFP given below:
  - (a) **Bids/ queries to be address to** : Principal, Sainik School Bijapur
  - (b) **Name/designation of the Contact personnel** : Administrative Officer  
Sainik School Bijapur
  - (c) **Telephone Nos of the contact Personnel** : 08352-270638
  - (d) **E-mail IDs of contact personnel** : [ssbijapur@sainikschoolociety.in](mailto:ssbijapur@sainikschoolociety.in)
4. This RFP divided into five parts following:
  - (a) **Part-I** Contains General information and instructions for the bidders about the RFP such as the time, place of submission & opening of tenders, validity period of tenders etc.,
  - (b) **Part-II** Contains essential details of items/ services required, such as the schedule of requirements (SOR), Technical Spec, Delivery period, Mode of Delivery & 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.
5. This RFP is being issued with no financial commitment and the Buyer reserves the right to change 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.
6. Please return this letter along with the complete RFP duly signed as attached

Sd/x-x-x-x  
Administrative Officer  
Sainik School Bijapur

7. 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.

Signature of Contractor

Date: \_\_\_\_\_

Name of the Contractor

\_\_\_\_\_

## **PART I – GENERAL INFORMATION**

1. Important date and time for depositing the Bids. Critical data sheet of dates in respect of tender is as follows

Sr	Event	Date	Time
(a)	Published Date	07 Feb 2024	1000 Hrs
(b)	Clarification end date	12 Feb 2024	1300 Hrs
(c)	<del>Pre-Bid Meeting</del>	<del>12 Feb 2024</del>	<del>1100 Hrs</del>
(d)	<del>Sample submission for dry ration</del>	<del>12 Feb 2024</del>	<del>1100 Hrs</del>
(e)	Bid submission start date	07 Feb 2024	1800 Hrs
(f)	Bid submission end date	17 Feb 2024	1700 Hrs
(g)	Technical Bid Opening Date Online	19 Feb 2024	1130 Hrs

**Note:** (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).

2. **MANNER OF DEPOSITING THE BIDS:** The details of manner of depositing the bids are as follows (Online Submission: Bidding should be done through e-procurement):

(a) **Technical Bid:** Documents as mentioned in Appendix-A should be uploaded in the technical bid format as in e-procurement portal. The original documents must be produced in person for verification on the day of opening the tech bid.

(b) **Financial Bid:** The rate quoted in the price schedule shall be inclusive of all the costs such as cost of food materials, procuring, packaging, transportation, delivering, loading and unloading including service tax levied by the State/ Central Govt., GST applicable etc., complete inclusive of all charges to the destination to Principal, Sainik School Bijapur.

3. **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.

4. **Modification and Withdrawal of Bids:** As per e-procurement portal.

5. **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.

6. **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/ prevailing market rates will be rejected out rightly.

7. **Validity of Bids:** The Bids should remain valid till **90 Days** from the last date of submission of the Bids.

8. **Tender Form Fees:** As per e-procurement portal.

9. **Earnest Money Deposit** Bidders are required to submit 02% Earnest Money Deposit (EMD) As per e-procurement portal.

10. 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 05% 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. **Bids shall not be considered, in case, the EMD is not submitted along with the Technical Bid.**

11. 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.
12. The Officer(s) operating the contract will be indicated in the supply order.
13. These instruction on "Invitation of Bid" are to be signed by you & returned along with your bids.
14. **Contact Person:** Telephone /Cell/Fax numbers are to clearly endorsed in the application along with the particulars of the Proprietor and authorized person to be contacted for official correspondence.

## **PART-II DETAILS OF ITEMS/ SERVICES REQUIRED**

1. **Schedule of Requirements** List of items required placed as **Appendix 'B'** to this RFP. To supply the following fresh provisions to Sainik School Bijapur premises against contract by the firm for a period of 01 Year (Rates to be quoted per denomination).
2. **Terms and conditions of contract:** -
  - (a) Items are to be supplied against the Supply Order issued by this School and to be delivered to consignee (Sainik School Bijapur premises) under contractor's own arrangement and as per delivery schedule specified in Supply Order 12 hours to two days Provisions will be demanded to supply on Sunday / Govt. holidays also.
  - (b) Quality of the fresh provisions should be the best available in the market. If the quality of fresh provisions is not up to the standard, the same will be rejected and you are required to replace the provisions within two hours, failing which items will be purchased by this School on risk & expenses basis at market rate against your expenses.
  - (c) The items are to be supplied with delivery challan on the basis of supply/ purchase order issued by this office on each occasion.
  - (d) If any difficulties occurred in normal supply, such as demanded items are not available locally, the matter to be intimated to this office well in advance.
  - (e) Bills are to be submitted in duplicate on completion of all the obligations of supply of the material as per the contract (After fifteen day or thirty days ) for payment.
  - (f) Payment will be made on monthly basis through ECS/ EFT.
  - (g) No request for change of rates will be accepted.
3. **Delivery / Completion Period:** Items are required to be delivered at **Sainik School Bijapur premises at Cadet's Mess**, in full quantity, as requested in written together with challan in duplicate and bill is to be submitted in duplicate duly affixed of revenue stamp within seven days of delivery of items. Items are to be delivered by 1000hrs 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.
4. **Supply will be made over the period of one year in staggered form as per staggered supply order.**

5. **Consignee Premises Details:** Sainik School Bijapur Premises at Cadets Mess.
6. **The total quantity required in the schedule (Appendix 'B')** 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 **01 MAR 2024** 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. Principal Sainik School Bijapur 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 offers 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 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 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 day (01) after the schedule date of delivery.
- (d) The delivery of material is delayed due to causes for Force Majeure by **more than 03 days** provided Force Majeure clause is included in contract.
- (e) 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.
- (f) As per decision of the Arbitration Tribunal.
- (g) The contractor fails to supply the desired standard of item/items even after three written reminders.
- (h) If the Contractor fails to deliver the items as per approved specification/ quality and tries to supply substitute/substandard items.
- (j) 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/e-mail 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 entertained 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 **05%** of the contract value within 30 days award of contract. Performance Bank Guarantee should be valid upto to 60 days beyond the date of completion of contract. The specimen of PGB is given in form DPM-15 (Available in MoD website and can be provided on request).
3. **Option Clause:** NA
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 cheque 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 & 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 the School by cheque.

(c) It is mandatory to the supplier/ vendor to submit their PAN details, Canceled Cheque and NEFT details for making of payments through ECS/EFT mechanism instead of payment through cheque by The Principal Sainik School Bijapur.

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

7. **Paying Authority.** The process of bills of successful tender will be made by the Principal Sainik School Bijapur and payment will be made by Budget head of Dietary Charges of Sainik School Bijapur. 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 cheque 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)

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

(f) **Payment will be made against each staggered supply order within 15 days of supply of items as per actual supply received and against invoice submitted by the supplier.**

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:** Should the stores thereof not be delivered/carried out within the time or times specified in the contract documents, or if defective delivery is made in respect of the stores, the Buyer shall after granting the Seller 2 (Two) hours to cure the breach, be at liberty, without

prejudice to the right to recover liquidated damages as a remedy for breach of contract, to declare the contract as canceled either wholly or to the extent of such default.

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

(b) In case of a material breach that was not remedied within 2 (Two) hours, the BUYER shall, having given the right of first refusal to the SELLER be at liberty to purchase or procure from any other source as he thinks fit, other stores of the same or similar description to make good:-

(i) Such default.

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

(c) Any excess of the purchase price or value of any stores procured from any other supplier as the case may be, over the contract price appropriate to such default or balance shall be recoverable from the SELLER. 100% recovery will be made from SELLER.

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 specification as per **Para 15 of Part-IV** 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 | - | Issue of show cause notice & 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 Sainik School Bijapur as such shall not be a party to it.

15. **Quality:** Quality of items supplied to be best available in the market and also as per laid down ASC specification.

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 **Principal, Sainik School Bijapur, or any officer designated by Principal, Sainik School Bijapur**. The mode of Inspection will be Departmental Inspection / User Inspection / Joint Inspection /Self-certification.

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

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.

(a) The quantity claims for deficiency of quantity (if any), shall be delivered at consignee premises within 2 hours of the days under own arrangement of the contractor.

(b) The quality claims for defects/damages or deficiencies in quality noticed during inspection shall be presented within 2 hours of completion of inspection and acceptance of goods and will be submitted to the Contractor.

(c) The Contractor is to settle the claims for defected/damaged quantity and deficiency in quality of the stores within 2 hours.

(d) 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.

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

(f) 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 **Sainik School Bijapur** as such shall not be a party to it.

19. Items are required to be delivered at **Sainik School Bijapur**, premises at Cadet's Mess, Sainik School Bijapur in full quantity, as requested on supply order along with 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.

**20. Any communication from buyer through SMS/ e-mail from authorized mobile/ e-mail id will also be treated as an official communication (details will be intimated through supply order)**

21. Supply will be made over the period of one year in staggered form as per staggered supply order.

22. At the time of supply, the shelf life of each of the supply item must be minimum 08 hours for fresh ration.

**23. Warranty**- The fresh provisions should be supplied as fresh only.

**24. Renewal and Extension of Rate Contract** : The rate contracts may be extended, for a period of **twelve months** with same terms and conditions with the consent of the rate contract holders. The period of such extension generally will not be more than six months. Also, while extending the existing rate contracts, it will be ensured that the price trend is not lower.

## **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) Determination of L-1 will be done on total price of individual item **OR** collective items per group (i.e Fresh vegetables and Fresh fruits) as per the rate (including levies, taxes and duties levied by Central / State / Local governments such as excise duty, GST, Service Tax, Octroi /entry tax, etc., on final product of all items / requirements as mentioned in Appendix-B).

(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 excise duty 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 placement 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.

(f) L1 Will be decided on the total rate arrived by multiplying the individual rate quoted for each item by the approximate unit required as mentioned in Appendix B. The price arrived so will be the total bid amount for the entire Package. However, the Tender accepting authority reserves right to decide on the methodology of evaluation. Eligibility criteria strictly observed.

(g) **Price Bid Format:** Bidders are required to fill Price Bid Format (**Appendix B**) correctly with full details, sign with firms stamp on all pages of commercialbid.

(h) There will be separate groupwise L1 for each group mentioned in Appendix B.

2. Incompletely filled form will be rejected out rightly.
3. Vendors are requested to carry out calculations in commercial bid form carefully. The Principal Sainik School Bijapur reserves the right to amend/correct any wrongly calculated totals.
4. It is mandatory to fill the cost of each and every item in price bid format. If the rates of any item remain unfilled then the price bid will be rejected.
5. The Principal Sainik School Bijapur 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.

Sd/x-x-x-x  
Administrative Officer  
Sainik School Bijapur

**BIDDERS INFORMATION**  
**(THE ENTIRE FIELDS ARE MANDATORY)**

1.	Name and Complete Office Address of the Firm			
2.	Name & Designation of Authorized Person			
3.	Phone/ Mobile No :		Email:	
4.	Nature of the Firm (Proprietary/ Partnership)			
5.	GST No		PAN No	
6.	Nature of Business (Trader/ Dealer/ Supplier/ Processor or authorized agent)			
7.	Details of Registration Certificate		(MSME /NSIC/ any other Govt Dept)	
	(a) Name of the Department registered with			
	(b) Date of Registration & Validity			
8.	FSSAI Certificate (For Fresh/ Dry Ration)			
9.	Bank Detail/ Bank Name		(b) Bank Address	
	(c) Account Number		(d) IFSC Code	
10.	(a) EMD Amt Rs		(b) DD/BG No	
	(c) DD/BG Date		(d) Issuing Bank/ Branch	
11.	Bidder Turnover Certificate			
12.	Latest IT returns of previous years			
13.	GST Return for last one year having minimum returned filed of Rs 05 Lakhs (as applicable)			

## 14. Past Performance / Experience Details

Sl. No	Period		Organization	Details of Services provided	Contract Amt (Rs)
	From	To			
(a)					
(c)					
(d)					
(e)					
(f)					

**Note:** Enclose photocopy of all the above said documents, duly self-attested required for Technical Bid.

**DECLARATION**

1. I hereby certify that the information furnished above is true and correct to the best of my/ our knowledge. I understand that in case any deviation is found in the above statement at any stage, I /we will be blacklisted and will not have any dealing with the Department in future.

2. This is to certify that \_\_\_\_\_ and \_\_\_\_\_ is my official mobile number & my official e-mail id. Any communication done by the buyer on these above said mobile number /e-mail through buyer official mobile/e- mail will be treated as an official communication. Buyer reserves the rights to produce these communications during legal proceedings as a form of legal communication from buyer.

Date : \_\_\_\_\_

Signature of Contractor \_\_\_\_\_

**APPENDIX-B**

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

**COMMERCIAL BIDS FOR SUPPLY OF  
FRESH VEGETABLES, FRESH FRUITS  
FOR THE PERIOD OF ONE YEAR AT SAINIK SCHOOL BIJAPUR**

1. I, hereby submit the quote **SUPPLY OF FRESH VEGETABLES, FRESH FRUITS**, for the period one year as specified in the underwritten schedule in the manner in which and within the same prescribed at the rates given below. The quotation furnished in the schedule is subject to the condition set forth in the tender note and tender form received by me.

2 In case of my tender being accepted, and I/ We coming into an agreement with Adm Officer, Sainik School, Bijapur. I/ We hereby agree and promise to pay an amount of 05% of total value as Security Deposit in the form of nationalized bank demand draft/ Performance Bank Guarantee drawn in favour of the Principal, Sainik School, Bijapur within first 10 days of the contract agreement for the purpose of faithful performance of the contract agreement. I/ We also agree to have our Security Deposit forfeited to Sainik School, Bijapur in case of:

(a) My/ Our failure to undertake the contract for the items accepted by Adm Officer, Sainik School, Bijapur.

(b) For unfaithful performance of the contract agreement under any clause as specified in the contract agreement.

3. 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).

**PROVISION OF FRESH VEGETABLES, FRESH FRUIT**

**Note:** GST as applicable and notified by Government of India from time to time will charged on submission of bills only.

**(a) GROUP A: FRESH VEGETABLE**

SI No	Item	Approx. Qty required Yearly	Unit	Quoted Rate Per Kgs / Nos	Total amount (In Rupees)
1.	Potatoes (Minimum weight of each Potato must be 150 gms)	10000	Kgs.		
2.	Onion (Minimum weight of each onion must be 80 gms)	11000	Kgs.		
3.	Cabbage	2000	Kgs.		
4.	Cauliflower	3600	Kgs.		
5.	Carrot	4000	Kgs.		
6.	Brinjal	1400	Kgs.		
7.	Tomatoes	9000	Kgs.		
8.	Pumpkin (Kaddu Round)	1600	Kgs.		
9.	Cucumber Long (Kakadi)	2500	Kgs.		
10.	Green Chillies	1000	Kgs.		
11.	French Beans	2000	Kgs.		
12.	Turai	800	Kgs.		
13.	Ladies finger	1200	Kgs.		
14.	Beet roots	1200	Kgs.		
15.	Fresh Green Peas	80	Kgs.		
16.	Cluster Beans (Chaudikai)	400	Kgs.		
17.	Lokhi (Bottle Gourd)	1000	Kgs.		
18.	Pudina Leaves	300	Kgs.		
19.	Curry Leaves	150	Kgs.		
20.	Capsicum	1500	Kgs.		
21.	Spring Onion	200	Kgs.		
22.	Spinach (Palak)	2000	Kgs.		
23.	Dhania Leaves(Green)	1000	Kgs.		

24.	Ginger	500	Kgs.		
25.	Lime Fresh	500	Kgs.		
26.	Fresh Coconut without outer Shell (600-700gms Size)	2000	Nos		
27.	Karela	500	Kgs.		
28.	Drum Stick	200	Kgs.		
29.	Methi Leaves	250	Kgs.		
30.	Butter Paper	1000	Nos		
31.	Radish (Mooli)	800	Kgs.		
32.	Salad Leafs , (Lettuce )	10	Kgs.		
33.	Red / Yellow Capsicum	20	Kgs.		
34.	Broccoli	20	Kgs.		
35.	Red Cabbage	20	Kgs.		
36.	Cellery	10	Kgs.		
37.	Fresh American Corn (Bhuta)	12000	Nos		
38.	Frozen American Corn 1 Kg Pkt	250	Kgs.		
39.	Frozen Green Peas 1 Kg Pkt	150	Kgs.		
	<b>TOTAL</b>				

(b) **GROUP B: FRESH FRUITS**

SI No	Item	Approx. Qty required Yearly	Unit	Quoted Rate Per Kgs / Nos	Total amount (In Rupees)
1	Musumbi Big Size	1500	Kgs		
2	Banana	15000	Kgs		
3	Apple Big Size (Maharaja)/ Royal Gala	1500	Kgs		
4	Grapes seedless Green	500	Kgs		
5	Orange Big Size	2200	Kgs		
6	Pineapple	1500	Kgs		
7	Chikku (Kesar, Dasari, Badami)	500	Kgs		
8	Mango Fruit (Banganapalli) Kesar, Dasari, Badami, Ratnagiri	2000	Kgs		
9	Anar	1900	Kgs		
10	Papaya	1200	Kgs		
11	Water Melon	4000	Kgs		
12	Musk Melon	2000	Kgs		
13	Guava	2000	Kgs		
14	Mosambi Sweet Lemon	500	Kgs		
15	Dragon Fruits	1000	Kgs		
16	Custard Apple	1000	Kgs		
17	Indian Black Berry (Kala Jamun)	1000	Kgs		
18	Strawberry 100 Gm Packets	2000	Pkt		
	<b>TOTAL</b>				

**NOTE :** The above mentioned requirements are anticipatory and no minimum drawl is guaranteed.

Place : \_\_\_\_\_

Signature of Contractor \_\_\_\_\_

## **OTHERS GENERAL TERMS AND CONDITIONS**

1. The vegetables supplied should be tender fresh and free from dirt, insects and rot of any kind. Vegetables which are dried up, mashed and over ripe will be rejected on inspection. Immediate replacement is required within 04 hours on the same day for rejected items failing which Local Purchase will be restored to procure the items with no further intimation to the contractor. The decision of the Principal / Adm Officer shall be final with regard to the quality of any item.
  2. Cauliflower, Cabbage, Carrot, Beet root etc. shall be weighed for acceptance with their leaves removed. The leaves of the cabbage which can not be utilized for cooking will be removed before weighing.
  3. Bananas should not be less than 4½" in length and should weight 12 or less number per Kg. Banana bunch head will be completely cut off before weighing. Yellow and Green skin ripe banana will be accepted alternatively.
  4. Onion should be fresh dried. Sprouted onions, rotten onions or onions containing black spots will not be accepted by the school. Only large / medium sized onions will be accepted.
  5. Potatoes supplied must be firm and round / oval shaped of not less than 1½" diameter, withered/sprouted potatoes will not be accepted. Similarly onions tendered for supply by contractor should not be less than 1½" in diameter and the Contractor shall be bound to procure and supply any item of seasonal vegetable / fruits as demanded even if the same is not available in the local market.
  6. The sweet lemons (Mosambi) should not weigh less than 6 Oz. each and should be fully ripe and of yellow (not green) skin.
  7. The fruits supplied should be of the best quality and sweet. Old rotten and sour fruits presented for supply will be rejected. Immediate replacement will be provided for rejected quantity by the Contractor within four hours.
  8. The vegetable can broadly be classified into: -
    - (a) Root varieties.
    - (b) Creeper varieties.
    - (c) Leafy varieties.
    - (d) Fruits/surface/overground varieties.
- (a) Root Varieties
- (i) This category includes the modified roots and stems used as food like Arvi, Carrots, Radish, Turnips, Ginger and the like. The important features of these varieties are discussed in succeeding paras.
  - (ii) These vegetables shall be well formed and not forked or misshapen, over or under-grown. The surface shall be characteristic of type but free from growth cracks/hardened body and fibrous cores. The leaves of root vegetables shall be removed 5 cms from the crown and trimmed to remove tail and root portion.
  - (iii) Carrots. The varieties of carrots range from golden yellow, light red, bright orange-red to deep orange-red colour. The greenish white or country carrot and also yellowish white are hard, coarse and insipid. Carrots should be smooth and regular, of good size, should break crisp, having a fine skin and sweet tender flesh. It should not be tough, stringy with leathery skin, fibrous flesh or with excessive heart. The varieties of carrots are namely Pusa Kesar, Pusa Meghali and Half-long-Nantes, Pusa Yamdagni & coreless. The size of carrots shall be not less than 12 cm and not more than 30 cm. Top should be denuded of foliage.
  - (iv) Radish. The radish varies in size according to the area in which it is grown. They should be smooth and regular, of good size, should break crisp, having a fine skin, juicy and of good flavour. It should not be tough with fibrous flesh and wanting in flavour which indicates inferior quality and overgrown roots.
  - (v) Ginger. It is the bulbous root of ginger plant. It should be fresh, should break crisp, having a fine stain, tender and juicy flesh. It should give a slightly bitter taste. Bruised and

discoloured skin are caused due to bad packing and rough handling. Toughness, hardness and excessive fibrous flesh wanting in juice and flavour indicate inferior quality and overgrown roots.

(vi) Beet Root (Chaukinder). Well formed bulbs, proper stage of maturity with soft secondary roots of bright reddish purple colour. These bulbs will be free from soggy and attacks of field fungi or disease. Max numbers of Beetroot in a kg can be 10 with each single piece not less than 100gms.

(b) Creeper Varieties

(i) The vegetable like, beans, cucumber, bitter gourd, ghia, tori and long melon etc. form part of this category of vegetables. These vegetables are susceptible to damage by field fungi and various other insects, thus, making them unsuitable for human consumption.

(ii) These vegetables shall be well formed, tender of proper stage of maturity. Surfaces not facing sun may have little under distribution of chlorophyll thus slight light yellow in colour, this should not be taken as a major defect. Skin shall be moist, smooth and with velvety feeling. Presence of hard seeds, hard skin, bitterness, shrinkage and physiological disorders are defects and vegetable with these defects shall be rejected. The details of vegetables are discussed in succeeding paras.

(iii) Beans. This category includes cluster beans, broad beans, french beans, soya beans, moong beans, bengal beans etc. They should be young, tender and fleshy, not hard, wrinkled, stringy or dis-coloured.

(iv) Cucumber. It should be smooth and regular, of good size and shape, should be filled with tender flesh and seeds. It should not be over ripe, loose or with wrinkled skin which denote staleness. The cucumber shall be of varieties namely Field Grown slicing or Table -sorts, Packing varieties and Forging or Green house varieties of size between 8 cm and 50cm.

(v) Bitter Gourd. It should be of good size and shape with bright green colour knotted skin. It should break crisp and have tender flesh. The yellowish or rusty brown colour indicates over ripeness or inferior quality.

(c) Leafy Varieties

(i) The vegetables like cabbage, spinach, coriander green, mint green etc. form part of this category.

(ii) Spinach and, Corriender green. The leaves of above varieties vary in size and shape. They should be fresh, bright, soft and succulent, not stale withered and dry due to being kept too long or exposed to the sun after being plucked. The leaves should be free from disease and any type of infestation. Tough, coarse and stringy leaves denote that the crop is over grown, has been badly cultivated or is of inferior quality. These will be properly trimmed and will be free from roots, stumps, hard stalks and extraneousleaves.

(d) Fruit/Surface/Overground varieties

(i) Peas green, knol-khol, brinjal, cauliflower, cowpeas (lobia green), ladies finger, plaintain green, tomatoes, capsicum, chow-chow green papaya, jack fruit, marrow, nadroo (kamal kakri), parwal, squash, chillies green and coconut whole etc. are from this category of vegetables. The details of above varieties of vegetables are discussed in succeeding paras.

(ii) Peas. The pods should be of fresh green colour, crisp, juicy and of good size. They should be well filled with fresh light-yellow, green, dark green or white unwrinkled peas of good size, tender, thin-skinned, sweet and full flavoured. Over ripe, flat ill filled pods containing a few puny small peas, denote inferior quality and bad cultivation. Dull, yellowish green, hard pods containing hard dry light peas are stale and bad. Peas attacked by insects will be empty and light in weight owing to kernel having been eaten up. The peas are of varieties namely Early variety (Asauji and meteror smooth seeded varieties ), Early badger ( A wrinkle -seeded, dwarf variety ), Arkel ( A wrinkle-seeded high yielding dwarf variety), Mid season (Bonneville: Wrinkle-

seeded, double podded, medium tall variety) and late variety (N.P.29: wrinkle -seeded). Varieties suitable for hills : Early Giant (Dark pods with wrinkled seed ) and Alderman ( Pods more or less straight nearly 9 cm in length)

(iii) Brinjal. The colour of brinjal varies, they may be white to yellow or dark purple. They should have fresh looking shiny skin. The thinner skin, the better the brinjal. It should be well filled with soft greenish pulp and tender seeds which should not be in excess. It should not be over-ripe, loose or with wrinkled skin which denotes staleness.

(iv) Cauliflower. This should have large, firm snowy-white compact head of uniform closeness. Any tinge of green or yellow indicates inferior quality. Some varieties of good quality when fully matured, become suffused with violet. The less foliage the better, small dark spots or soft spots denote decomposition. They should normally be delivered with two layers of leaves of sufficient length to protect the flower and stalk removed. The varieties of Cauliflower are classified as Early (Kunwari or Kauri and Early Patna available from mid- September to mid-October), Pusa Ketki and Pusa Deepali available in October -November Mid-Season (Aghani, Poosi, Patna Main Crop, plant Shubhra -available from mid-November to mid-December. Early snowball, Giant Snowball, D-96, Japanese Improved, Pusa Shubhra available from mid-December to mid-January) and Late ( Dania-available in January, February, snowball -16 Pusa snowball 1-2 and Pusa Himjyoti- available from mid-January to April)

(v) Ladies Finger or Bhindi. The pods of these vary, some are ridged, others are not. The colour is either fresh, light green or they have fresh white velvety appearance, not yellowish or rusty brown denoting staleness. The interior should be fleshy and seeds small and soft. A dry and stringy interior, with hard seeds is due to over ripeness. The skin should be soft and tender not hard and stringy which denotes over ripeness or inferior quality. The ladies finger are of varieties namely Makhmali, Pusa Sqwani, Perkin's Long Green, Vaishali Badhu, Punjab Padmini and Parbani Kranti. The tail end of ladies finger shall break crisp without any signs of fibrous formation.

(vi) Cabbage. These will be green in colour, should be fresh, crisp and firm with a large compact heart and as few loose outer leaves and as little stalk as possible. The different varieties of cabbage are Round head or Bell head type, Flat head or Drum head type (Pusa Drumhead ), Conical head type ( Jersey wake field ) and Savoy type (Chieftain ).

(vi) Tomatoes. These should be of good fresh appearance and ripe colour, good size, firm, solid, plump, well filled and heavy. The flesh should be plentiful, rich, solid, tender of good colour. It should have a pleasant, not too bitter flavour. Smaller the core and less seeds the better the tomatoes. Greenish, tough skinned, lumpy and sour flesh (due to unripeness) dry wrinkled, discolour skin and a watery pulpy interior shows staleness and poor quality. Bruised and discoloured tomatoes are caused due to bad packing and rough handling and loose their taste and flavour. The different varieties of tomatoes are Pusa Early Dwarf, Pusa Fuby, Sioux Marglobe, Best of all, La Bonita, Pusa 120, Pusa Sheetal, Pusa Gaurav, Italian Red Pear and Rema.

(vii) Chillies. These will be of good size as per variety with fresh and bright in appearance. Should break crisp, well filled with soft seeds and free from field fungi or any other disease. Loose or damaged skin denote bad handling/storage and inferior quality. The size of individual chillies shall not be less than 2.0 cm.

(viii) Capsicum. These will be of bright green colour, fresh and break crisp. The skin will be light, solid and free from any damage due to handling, storage or disease. The interior will partially contain tender seeds. Discoloured capsicum with hard seeds are over-ripe and loose their taste and flavour.

(ix) Parwal. These should be smooth and regular, of good size and shape with fine skin and tender flesh. The interior will be filled with creamy white pulp and soft seeds. The hard seeds and dis-colouration of skin are the signs of over ripeness and staleness.

(x) Fresh Lime (Kagzi Nimbu). Fresh lime shall be of two types namely round and oval. The lime fresh shall show a green rind colour just beginning to turn yellow or uniform golden

yellow, rind not soft or flabby, shall be free from bruises, injury, damage, canker and discolouration. The minimum weight of single fresh lime shall not be less than 30 gm and maximum number to a kg shall be 33.

(xi) Radish Fruit (Singri) On maturity the radish top bear fruit which are used as vegetable. They are bitter in taste and when cooked produces excellent vegetable. The fruit pod is a cilicle which is about 2.5 to 7.5 cm in length and does not become open to discharge the seeds at maturity. Best used when the seed is very tender inside the pod.

(xii) All vegetables shall be supplied in suitable clean containers designed to protect them from damage, deterioration and contamination of any kind.

(xiii) An excess of earth on root vegetables amount to adulteration, they should be tendered clean. The contractors must not give bright appearance to the vegetables especially of green leaf by washing them. This is important as water used for the purpose is often filthy and germ laden. Some suppliers soak the vegetables to increase weight, which can be detected easily by their damp and sodden feel, and their over bright and pulpy state.

(xiv) Pumpkin. It should be of good size with tender skin. It may be of fresh green colour to rusty brown. Once it is fully matured and turns into rusty brown colour, it can be stored for long period. The skin should be free from any damage and field fungi or disease. The damage on outer skin is the sign of bad handling and storage.

(xv) Fruits (Apple, Orange, Kino, Guava, Mausammies). It should be of good size, unless specified otherwise fresh ripe, thin skinned, firm, each piece weighing between 125-150 gms (i.e. 06 to 08 pieces in 1 Kg weight), Guava (Amrud) should be big sizes.

**Note:** All items produced in school premises should be free from dirt and any other foreign material failing which item will be rejected.



No SSBJ/936/QM/AT

07 Feb 2024

**REQUEST FOR PROPOSAL (RFP) FOR**  
**SUPPLY OF FRESH CHICKEN, MUTTON, FISH AND EGG**  
**INSTRUCTIONS TO BIDDERS**

Sir/Madam,

1. On behalf of the President of India, the sealed tenders (**Two Bid**) are invited from the reputed and experienced firms for **Supply of Fresh chicken, mutton, fish and egg.**
2. 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.
3. The address and contact numbers for seeking clarifications regarding this are RFP given below:
  - (a) **Bids/ queries to be address to** : Principal, Sainik School Bijapur
  - (b) **Name/designation of the Contact personnel** : Administrative Officer  
Sainik School Bijapur
  - (c) **Telephone Nos of the contact Personnel** : 08352-270638
  - (d) **E-mail IDs of contact personnel** : [ssbijapur@sainikschoolsociety.in](mailto:ssbijapur@sainikschoolsociety.in)
4. This RFP divided into five parts following:
  - (a) **Part-I** Contains General information and instructions for the bidders about the RFP such as the time, place of submission & opening of tenders, validity period of tenders etc.,
  - (b) **Part-II** Contains essential details of items/ services required, such as the schedule of requirements (SOR), Technical Spec, Delivery period, Mode of Delivery & 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.
5. This RFP is being issued with no financial commitment and the Buyer reserves the right to change 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.
6. Please return this letter along with the complete RFP duly signed as attached

Sd/x-x-x-x  
Administrative Officer  
Sainik School Bijapur

7. 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.

Signature of Contractor

Date: \_\_\_\_\_

Name of the Contractor \_\_\_\_\_

## **PART I – GENERAL INFORMATION**

1. Important date and time for depositing the Bids. Critical data sheet of dates in respect of tender is as follows

Sr	Event	Date	Time
(a)	Published Date	07 Feb 2024	1000 Hrs
(b)	Clarification end date	12 Feb 2024	1300 Hrs
(c)	<del>Pre-Bid Meeting</del>	<del>12 Feb 2024</del>	<del>1100 Hrs</del>
(d)	<del>Sample submission for dry ration</del>	<del>12 Feb 2024</del>	<del>1100 Hrs</del>
(e)	Bid submission start date	07 Feb 2024	1800 Hrs
(f)	Bid submission end date	17 Feb 2024	1700 Hrs
(g)	Technical Bid Opening Date Online	19 Feb 2024	1030 Hrs

**Note:** (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).

2. **MANNER OF DEPOSITING THE BIDS:** The details of manner of depositing the bids are as follows (Online Submission: Bidding should be done through e-procurement):

(a) **Technical Bid:** Documents as mentioned in Appendix-A should be uploaded in the technical bid format as in e-procurement portal. The original documents must be produced in person for verification on the day of opening the tech bid.

(b) **Financial Bid:** The rate quoted in the price schedule shall be inclusive of all the costs such as cost of food materials, procuring, packaging, transportation, delivering, loading and unloading including service tax levied by the State/ Central Govt., GST applicable etc., complete inclusive of all charges to the destination to Principal, Sainik School Bijapur.

3. **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.

4. **Modification and Withdrawal of Bids:** As per e-procurement portal.

5. **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.

6. **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/ prevailing market rates will be rejected out rightly.

7. **Validity of Bids:** The Bids should remain valid till **90 Days** from the last date of submission of the Bids.

8. **Tender Form Fees:** As per e-procurement portal.

9. **Earnest Money Deposit** Bidders are required to submit 02% Earnest Money Deposit (EMD) As per e-procurement portal.

10. 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 05% 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. **Bids shall not be considered, in case, the EMD is not submitted along with the Technical Bid.**

11. 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.

12. The Officer(s) operating the contract will be indicated in the supply order.

13. These instruction on "Invitation of Bid" are to be signed by you & returned along with your bids.

14. **Contact Person:** Telephone /Cell/Fax numbers are to clearly endorsed in the application along with the particulars of the Proprietor and authorized person to be contacted for official correspondence.

## **PART-II DETAILS OF ITEMS/ SERVICES REQUIRED**

15. **Schedule of Requirements** List of items required placed as **Appendix 'B'** to this RFP. To supply the following fresh provisions to Sainik School Bijapur premises against contract by the firm for a period of 01 Year (Rates to be quoted per denomination).

16. **Terms and conditions of contract: -**

(a) Items are to be supplied against the Supply Order issued by this School and to be delivered to consignee (Sainik School Bijapur premises) under contractor's own arrangement and as per delivery schedule specified in Supply Order 12 hours to two days Provisions will be demanded to supply on Sunday / Govt. holidays also.

(b) Quality of the fresh provisions should be the best available in the market. If the quality of fresh provisions is not up to the standard, the same will be rejected and you are required to replace the provisions within two hours, failing which items will be purchased by this School on risk & expenses basis at market rate against your expenses.

(c) The items are to be supplied with delivery challan on the basis of supply/ purchase order issued by this office on each occasion.

(d) If any difficulties occurred in normal supply, such as demanded items are not available locally, the matter to be intimated to this office well in advance.

(e) Bills are to be submitted in duplicate on completion of all the obligations of supply of the material as per the contract (After fifteen day or thirty days ) for payment.

(f) Payment will be made on monthly basis through ECS/ EFT.

(g) No request for change of rates will be accepted.

17. **Delivery / Completion Period:** Items are required to be delivered at **Sainik School Bijapur premises at Cadet's Mess**, in full quantity, as requested in written together with challan in duplicate and bill is to be submitted in duplicate duly affixed of revenue stamp within seven days of delivery of items. Items are to be delivered by 1000hrs 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.

18. **Supply will be made over the period of one year in staggered form as per staggered supply order.**

19. **Consignee Premises Details:** Sainik School Bijapur Premises at Cadets Mess.

20. **The total quantity required in the schedule (Appendix 'B')** 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**

21. 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.

22. **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.

23. **Effective Date of the Contract:** The contract shall come into effect from **01 Mar 2024** 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.

24. **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. Principal Sainik School Bijapur 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.

25. **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 offers 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.

26. **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.

27. **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.

28. **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.

29. **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.

30. **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 day (01) after the schedule date of delivery.
- (d) The delivery of material is delayed due to causes for Force Majeure by **more than 03 days** provided Force Majeure clause is included in contract.
- (e) 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.
- (f) As per decision of the Arbitration Tribunal.
- (g) The contractor fails to supply the desired standard of item/items even after three written reminders.
- (h) If the Contractor fails to deliver the items as per approved specification/ quality and tries to supply substitute/substandard items.
- (j) The Contractor uses illegal means to influence or bribe the staff dealing with the contractor.

31. **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/e-mail or registered pre-paid mail/airmail, addressed to the last known address of the party to whom it is sent.

32. **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.

33. **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.

34. **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 entertained 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**

35. 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.

36. **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 **05%** of the contract value within 30 days award of contract. Performance Bank Guarantee should be valid upto to 60 days beyond the date of completion of contract. The specimen of PGB is given in form DPM-15 (Available in MoD website and can be provided on request).

37. **Option Clause:** NA

38. **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.

39. **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 cheque 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 & 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 the School by cheque.

(c) It is mandatory to the supplier/ vendor to submit their PAN details, Canceled Cheque and NEFT details for making of payments through ECS/EFT mechanism instead of payment through cheque by The Principal Sainik School Bijapur.

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

41. **Paying Authority.** The process of bills of successful tender will be made by the Principal Sainik School Bijapur and payment will be made by Budget head of Dietary Charges of Sainik School Bijapur. Bills to be submitted by the vendor within seven days of supply.
42. **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 cheque 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)
  - (e) Any other document/Certificate that may be provided for in the Supply Order/ Contract.
  - (f) **Payment will be made against each staggered supply order within 15 days of supply of items as per actual supply received and against invoice submitted by the supplier.**
43. **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.
44. **Risk & Expense Clause:** Should the stores thereof not be delivered/carried out within the time or times specified in the contract documents, or if defective delivery is made in respect of the stores, the Buyer shall after granting the Seller 2 (Two) hours to cure the breach, be at liberty, without prejudice to the right to recover liquidated damages as a remedy for breach of contract, to declare the contract as canceled either wholly or to the extent of such default.
- (a) Should the stores thereof not perform in accordance with the specifications / parameters provided by the SELLER during the check proof tests to be done in the Buyer's country, the BUYER shall be at liberty, without prejudice to any other remedies for breach of contract, to cancel the contract wholly or to the extent of such default.
  - (b) In case of a material breach that was not remedied within 2 (Two) hours, the BUYER shall, having given the right of first refusal to the SELLER be at liberty to purchase or procure from any other source as he thinks fit, other stores of the same or similar description to make good: -
    - (i) Such default.
    - (ii) In the event of the contract being wholly determined the balance of the stores remaining to be delivered there under.
  - (c) Any excess of the purchase price or value of any stores procured from any other supplier as the case may be, over the contract price appropriate to such default or balance shall be recoverable from the SELLER. 100% recovery will be made from SELLER.
45. **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.

46. **Specification:** The seller guarantees to meet the specification as per Part-IV of RFP

47. **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 | - | Issue of show cause notice & 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 |

48. **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 Sainik School Bijapur as such shall not be a party to it.

49. **Quality:** Quality of items supplied to be best available in the market and also as per laid down ASC specification.

50. **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.

51. **Inspection Authority:** The Inspection will be carried out by **Principal, Sainik School Bijapur, or any officer designated by Principal, Sainik School Bijapur**. The mode of Inspection will be Departmental Inspection / User Inspection / Joint Inspection /Self-certification.

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

- (a) The quantity claims for deficiency of quantity (if any), shall be delivered at consignee premises within 2 hours of the days under own arrangement of the contractor.
- (b) The quality claims for defects/damages or deficiencies in quality noticed during inspection shall be presented within 2 hours of completion of inspection and acceptance of goods and will be submitted to the Contractor.
- (c) The Contractor is to settle the claims for defected/damaged quantity and deficiency in quality of the stores within 2 hours.
- (d) 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.
- (e) The quality claims will be raised solely by the Buyer and without any certification/ countersignature by the Contractor's representative stationed in India.
- (f) 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 **Sainik School Bijapur** as such shall not be a party to it.

53. Items are required to be delivered at **Sainik School Bijapur**, premises at Cadet's Mess, Sainik School Bijapur in full quantity, as requested on supply order along with 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.

54. **Any communication from buyer through SMS/ e-mail from authorized mobile/ e-mail id will also be treated as an official communication (details will be intimated through supply order)**

55. Supply will be made over the period of one year in staggered form as per staggered supply order.

56. At the time of supply, the shelf life of each of the supply item must be minimum 08 hours for fresh ration.

57. **Warranty-** The fresh provisions should be supplied as fresh only.

58. **Renewal and Extension of Rate Contract:** The rate contracts may be extended, for a period of **twelve months** with same terms and conditions with the consent of the rate contract holders. The period of such extension generally will not be more than six months. Also, while extending the existing rate contracts, it will be ensured that the price trend is not lower.

#### **PART V – EVALUATION CRITERIA & PRICE BID ISSUES**

59. **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) Determination of L-1 will be done on total price of individual item **OR** collective items (i.e., **Supply of Fresh chicken, mutton, fish and egg**) as per the rate (including levies, taxes and duties levied by Central / State / Local governments such as excise duty, GST, Service Tax, Octroi /entry tax, etc., on final product of all items / requirements as mentioned in Appendix-B).

(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 excise duty 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 placement 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.

(f) L1 Will be decided on the total rate arrived by multiplying the individual rate quoted for each item by the approximate unit required as mentioned in Appendix B. The price arrived so will be the total bid amount for the entire Package. However, the Tender accepting authority reserves right to decide on the methodology of evaluation. Eligibility criteria strictly observed.

(g) **Price Bid Format:** Bidders are required to fill Price Bid Format (**Appendix B**) correctly with full details, sign with firms stamp on all pages of commercial bid.

60. Incompletely filled form will be rejected out rightly.

61. Vendors are requested to carry out calculations in commercial bid form carefully. The Principal Sainik School Bijapur reserves the right to amend/correct any wrongly calculated totals.

62. It is mandatory to fill the cost of each and every item in price bid format. If the rates of any item remain unfilled then the price bid will be rejected.

63. The Principal Sainik School Bijapur 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.

Sd/x-x-x-x  
Administrative Officer  
Sainik School Bijapur

**APPENDIX-A**  
(Refer Part-I, Part-II Part V of RFP)

**BIDDERS INFORMATION**  
**(THE ENTIRE FIELDS ARE MANDATORY)**

1.	Name and Complete Office Address of the Firm			
2.	Name & Designation of Authorized Person			
3.	Phone/ Mobile No:		Email:	
4.	Nature of the Firm (Proprietary/ Partnership)			
5.	GST No		PAN No	
6.	Nature of Business (Trader/ Dealer/ Supplier/ Processor or authorized agent)			
7.	Details of Registration Certificate		(MSME /NSIC/ any other Govt Dept)	
	(a) Name of the Department registered with			
	(b) Date of Registration & Validity			
8.	FSSAI Certificate (For Fresh/ Dry Ration)			
9.	Bank Detail/ Bank Name		(b) Bank Address	
	(c) Account Number		(d) IFSC Code	
10.	(a) EMD Amt Rs		(b) DD/BG No	
	(c) DD/BG Date		(d) Issuing Bank/ Branch	
11.	Bidder Turnover Certificate			
12.	Latest IT returns of previous years			
13.	GST Return for last one year having minimum returned filed of Rs 05 Lakhs (as applicable)			

14. Past Performance / Experience Details

Sl. No	Period		Organization	Details of Services provided	Contract Amt (Rs)
	From	To			
(a)					
(c)					
(d)					
(e)					
(f)					

**Note:** Enclose photocopy of all the above said documents, duly self-attested required for Technical Bid.

**DECLARATION**

1. I hereby certify that the information furnished above is true and correct to the best of my/ our knowledge. I understand that in case any deviation is found in the above statement at any stage, I /we will be blacklisted and will not have any dealing with the Department in future.

2. This is to certify that \_\_\_\_\_ and \_\_\_\_\_ is my official mobile number & my official e-mail id. Any communication done by the buyer on these above said mobile number /e-mail through buyer official mobile/e- mail will be treated as an official communication. Buyer reserves the rights to produce these communications during legal proceedings as a form of legal communication from buyer.

Date : \_\_\_\_\_

Signature of Contractor \_\_\_\_\_

**APPENDIX-B**  
(Refer Part-I, Part-II Part V of RFP)

**COMMERCIAL BIDS FOR**  
**SUPPLY OF FRESH CHICKEN, MUTTON, FISH AND EGG**  
**FOR PERIOD OF ONE YEAR AT SAINIK SCHOOL BIJAPUR**

1. I, hereby submit the quote **Supply of Fresh chicken, mutton, fish and egg**, for the period one year as specified in the underwritten schedule in the manner in which and within the same prescribed at the rates given below. The quotation furnished in the schedule is subject to the condition set forth in the tender note and tender form received by me.

2 In case of my tender being accepted, and I/ We coming into an agreement with Adm Officer, Sainik School, Bijapur. I/ We hereby agree and promise to pay an amount of 05% of total value as Security Deposit in the form of nationalized bank demand draft/ Performance Bank Guarantee drawn in favour of the Principal, Sainik School, Bijapur within first 10 days of the contract agreement for the purpose of faithful performance of the contract agreement. I/ We also agree to have our Security Deposit forfeited to Sainik School, Bijapur in case of:

(a) My/ Our failure to undertake the contract for the items accepted by Adm Officer, Sainik School, Bijapur.

(b) For unfaithful performance of the contract agreement under any clause as specified in the contract agreement.

3. 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).

**FRESH CHICKEN, MUTTON, FISH AND EGG**

**Note:** GST as applicable and notified by Government of India from time to time will charged on submission of bills only.

SI No	Item	Approx. Qty required Yearly	Unit	Quoted Rate per Kgs / Nos including packing, freight and loading & unloading charges etc.	Total amount (In Rupees)
1	Dressed Chicken must weigh less than 1400 gms without legs, gizzards & Neck	6000	Kgs		
2	Dressed Male Goat must approx weight 8-10 kg after dressed	1000	Kgs		
3	Poultry Eggs (Egg should not be lesser than 60 grams each)	80000	Nos		
4	Fish Katla size 3 Kg to 5 Kg without head (Local)	1800	Kgs		
5	Fish Bangada	1000	Kgs		
6	Fish Surmai King Fish	200	Kgs		
	<b>TOTAL</b>				

**NOTE:** The above-mentioned requirements are anticipatory and no minimum draw is guaranteed.

Place: \_\_\_\_\_

Signature of Contractor

Date: \_\_\_\_\_ 2024

Name of the Contractor \_\_\_\_\_

## **OTHERS GENERAL TERMS AND CONDITIONS**

1. Meat should not contain more than 17.5% of bones. It should be slaughtered, dressed, cleaned and brought in full carcasses to the school premises where it will be cut into pieces by the contractor or his representative after inspection and satisfaction of the school authorities. The school authorities may decide to hang the carcasses with slits as necessary to drain out an external fluid injected into the carcasses.

2. When minced meat is supplied no bones will be accepted along with it. Minced meat will be ordered for a maximum of four meals in a week.

3. Fowl will be **supplied dressed without Skin, head, neck, legs & Gizzards**. They will be supplied in average size weighing 800 to 1.500 grams each. Live fowls / birds will be brought to the school and slaughtering and cleaning will be done at the school premises. Any bird which looks sickly will be rejected on inspection.

4. Poultry eggs of average size will be accepted. The eggs should weigh minimum of 60 grams with a minimum height of 1¼" measured along with its longer axis.

5. The fresh Chicken, Mutton, Fish and Egg can broadly be classified into: -

(a) Chicken: - Chicken should be fresh and without neck & liver, well-formed and matured. The fresh chicken should be free from insects' infestation, blemishes or damaged by diseases. It should also be free from discoloration, injury, damage or sign of improper storage, handling and transportation rendering it poor organoleptic appeal.

(b) Mutton- Mutton should be fresh & best quality of goat (Khassi), well formed, of proper tender maturity. Mutton shall be those available in all season. Mutton shall be freshly gathered, cleaned in all respect and fit for human consumption. They should also be free from discoloration, injury, damage or sign of improper storage, handling and transportation which may render them a poor look as to the freshness.

(c) Fish Fresh (Katla): - Fish should be fresh, sound and wholesome and in all respect fit for human consumption. Fish tendered should be of approved variety only. Fish to be received in whole with tail, fins & guts without head. Generally, fish fresh only to be tendered. However, during the closed and off seasons (May to Aug) fish frozen may be tendered and received.

(d) Eggs Fresh: - Eggs shall be fresh, of good average size, and 12 eggs should not weight less than 720 gms. Individual eggs weighting less than 60 gms should not be accepted. Eggs shell, should be sound, unbroken, with no cracks, smashed eggs should be discarded. Eggs should be free from foreign material, stain, other visual discoloration or sticking excreta. Eggs selected should be roundest and of biggest girth compared to length. Eggs should be of fowls or ducks only and no other eggs should be accepted.



No SSBJ/936/QM/AT

07 Feb 2024

**REQUEST FOR PROPOSAL (RFP) FOR**  
**SUPPLY OF DRY, BAKERY & ANIMAL RATION**  
**INSTRUCTIONS TO BIDDERS**

Sir/Madam,

1. On behalf of the President of India, the sealed tenders (**Two Bid**) are invited from the reputed and experienced firms for **Supply of Dry, Bakery & Animal Ration.**
2. 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.
3. The address and contact numbers for seeking clarifications regarding this are RFP given below:
  - (a) **Bids/ queries to be address to** : Principal, Sainik School Bijapur
  - (b) **Name/designation of the Contact personnel** : Administrative Officer  
Sainik School Bijapur
  - (c) **Telephone Nos of the contact Personnel** : 08352-270638
  - (d) **E-mail IDs of contact personnel** : [ssbijapur@sainikschoolssociety.in](mailto:ssbijapur@sainikschoolssociety.in)
4. This RFP divided into five parts following:
  - (a) **Part-I** Contains General information and instructions for the bidders about the RFP such as the time, place of submission & opening of tenders, validity period of tenders etc.,
  - (b) **Part-II** Contains essential details of items/ services required, such as the schedule of requirements (SOR), Technical Spec, Delivery period, Mode of Delivery & 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.
5. This RFP is being issued with no financial commitment and the Buyer reserves the right to change 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.
6. Please return this letter along with the complete RFP duly signed as attached

Sd/x-x-x-x  
Administrative Officer  
Sainik School Bijapur

7. 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.

Signature of Contractor

Date: \_\_\_\_\_

Name of the Contractor \_\_\_\_\_

## **PART I – GENERAL INFORMATION**

1. Important date and time for depositing the Bids. Critical data sheet of dates in respect of tender is as follows

Sr	Event	Date	Time
(a)	Published Date	07 Feb 2024	1000 Hrs
(b)	Clarification end date	12 Feb 2024	1300 Hrs
(c)	<del>Pre-Bid Meeting</del>	<del>12 Feb 2024</del>	<del>1100 Hrs</del>
(d)	<del>Sample submission for dry ration</del>	<del>12 Feb 2024</del>	<del>1100 Hrs</del>
(e)	Bid submission start date	07 Feb 2024	1800 Hrs
(f)	Bid submission end date	17 Feb 2024	1700 Hrs
(g)	Technical Bid Opening Date Online	19 Feb 2024	1030 Hrs

**Note:** (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).

2. **MANNER OF DEPOSITING THE BIDS:** The details of manner of depositing the bids are as follows (Online Submission: Bidding should be done through e-procurement):

(a) **Technical Bid:** Documents as mentioned in Appendix-A should be uploaded in the technical bid format as in e-procurement portal. The original documents must be produced in person for verification on the day of opening the tech bid.

(b) **Financial Bid:** The rate quoted in the price schedule shall be inclusive of all the costs such as cost of food materials, procuring, packaging, transportation, delivering, loading and unloading including service tax levied by the State/ Central Govt., GST applicable etc., complete inclusive of all charges to the destination to Principal, Sainik School Bijapur.

3. **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.

4. **Modification and Withdrawal of Bids:** As per e-procurement portal.

5. **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.

6. **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/ prevailing market rates will be rejected out rightly.

7. **Validity of Bids:** The Bids should remain valid till **90 Days** from the last date of submission of the Bids.

8. **Tender Form Fees:** As per e-procurement portal.

9. **Earnest Money Deposit** Bidders are required to submit 02% Earnest Money Deposit (EMD) As per e-procurement portal.

10. 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 05% 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. **Bids shall not be considered, in case, the EMD is not submitted along with the Technical Bid.**

11. 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.

12. The Officer(s) operating the contract will be indicated in the supply order.

13. These instruction on "Invitation of Bid" are to be signed by you & returned along with your bids.

14. **Contact Person:** Telephone /Cell/Fax numbers are to clearly endorsed in the application along with the particulars of the Proprietor and authorized person to be contacted for official correspondence.

## **PART-II DETAILS OF ITEMS/ SERVICES REQUIRED**

15. **Schedule of Requirements** List of items required placed as **Appendix 'B'** to this RFP. To supply the following fresh provisions to Sainik School Bijapur premises against contract by the firm for a period of 01 Year (Rates to be quoted per denomination).

16. **Terms and conditions of contract: -**

(a) Items are to be supplied against the Supply Order issued by this School and to be delivered to consignee (Sainik School Bijapur premises) under contractor's own arrangement and as per delivery schedule specified in Supply Order 12 hours to two days Provisions will be demanded to supply on Sunday / Govt. holidays also.

(b) Quality of the fresh provisions should be the best available in the market. If the quality of fresh provisions is not up to the standard, the same will be rejected and you are required to replace the provisions within two hours, failing which items will be purchased by this School on risk & expenses basis at market rate against your expenses.

(c) The items are to be supplied with delivery challan on the basis of supply/ purchase order issued by this office on each occasion.

(d) If any difficulties occurred in normal supply, such as demanded items are not available locally, the matter to be intimated to this office well in advance.

(e) Bills are to be submitted in duplicate on completion of all the obligations of supply of the material as per the contract (After fifteen day or thirty days ) for payment.

(f) Payment will be made on monthly basis through ECS/ EFT.

(g) No request for change of rates will be accepted.

17. **Delivery / Completion Period:** Items are required to be delivered at **Sainik School Bijapur premises at Cadet's Mess**, in full quantity, as requested in written together with challan in duplicate and bill is to be submitted in duplicate duly affixed of revenue stamp within seven days of delivery of items. Items are to be delivered by 1000hrs 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.

18. **Supply will be made over the period of one year in staggered form as per staggered supply order.**

19. **Consignee Premises Details:** Sainik School Bijapur Premises at Cadets Mess.

20. **The total quantity required in the schedule (Appendix 'B')** 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**

21. 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.

22. **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.

23. **Effective Date of the Contract:** The contract shall come into effect from **01 Mar 2024** 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.

24. **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. Principal Sainik School Bijapur 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.

25. **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 offers 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.

26. **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.

27. **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.

28. **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.

29. **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.

30. **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 day (01) after the schedule date of delivery.
- (d) The delivery of material is delayed due to causes for Force Majeure by **more than 03 days** provided Force Majeure clause is included in contract.
- (e) 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.
- (f) As per decision of the Arbitration Tribunal.
- (g) The contractor fails to supply the desired standard of item/items even after three written reminders.
- (h) If the Contractor fails to deliver the items as per approved specification/ quality and tries to supply substitute/substandard items.
- (j) The Contractor uses illegal means to influence or bribe the staff dealing with the contractor.

31. **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/e-mail or registered pre-paid mail/airmail, addressed to the last known address of the party to whom it is sent.

32. **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.

33. **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.

34. **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 entertained 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**

35. 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.

36. **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 **05%** of the contract value within 30 days award of contract. Performance Bank Guarantee should be valid upto to 60 days beyond the date of completion of contract. The specimen of PGB is given in form DPM-15 (Available in MoD website and can be provided on request).

37. **Option Clause:** NA

38. **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.

39. **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 cheque 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 & 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 the School by cheque.

(c) It is mandatory to the supplier/ vendor to submit their PAN details, Canceled Cheque and NEFT details for making of payments through ECS/EFT mechanism instead of payment through cheque by The Principal Sainik School Bijapur.

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

41. **Paying Authority.** The process of bills of successful tender will be made by the Principal Sainik School Bijapur and payment will be made by Budget head of Dietary Charges of Sainik School Bijapur. Bills to be submitted by the vendor within seven days of supply.
42. **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 cheque 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)
  - (e) Any other document/Certificate that may be provided for in the Supply Order/ Contract.
  - (f) **Payment will be made against each staggered supply order within 15 days of supply of items as per actual supply received and against invoice submitted by the supplier.**
43. **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.
44. **Risk & Expense Clause:** Should the stores thereof not be delivered/carried out within the time or times specified in the contract documents, or if defective delivery is made in respect of the stores, the Buyer shall after granting the Seller 2 (Two) hours to cure the breach, be at liberty, without prejudice to the right to recover liquidated damages as a remedy for breach of contract, to declare the contract as canceled either wholly or to the extent of such default.
- (a) Should the stores thereof not perform in accordance with the specifications / parameters provided by the SELLER during the check proof tests to be done in the Buyer's country, the BUYER shall be at liberty, without prejudice to any other remedies for breach of contract, to cancel the contract wholly or to the extent of such default.
  - (b) In case of a material breach that was not remedied within 2 (Two) hours, the BUYER shall, having given the right of first refusal to the SELLER be at liberty to purchase or procure from any other source as he thinks fit, other stores of the same or similar description to make good: -
    - (i) Such default.
    - (ii) In the event of the contract being wholly determined the balance of the stores remaining to be delivered there under.
  - (c) Any excess of the purchase price or value of any stores procured from any other supplier as the case may be, over the contract price appropriate to such default or balance shall be recoverable from the SELLER. 100% recovery will be made from SELLER.
45. **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.

46. **Specification:** The seller guarantees to meet the specification as per Part-IV of RFP

47. **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 | - | Issue of show cause notice & 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 |

48. **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 Sainik School Bijapur as such shall not be a party to it.

49. **Quality:** Quality of items supplied to be best available in the market and also as per laid down ASC specification.

50. **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.

51. **Inspection Authority:** The Inspection will be carried out by **Principal, Sainik School Bijapur, or any officer designated by Principal, Sainik School Bijapur**. The mode of Inspection will be Departmental Inspection / User Inspection / Joint Inspection /Self-certification.

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

- (a) The quantity claims for deficiency of quantity (if any), shall be delivered at consignee premises within 2 hours of the days under own arrangement of the contractor.
- (b) The quality claims for defects/damages or deficiencies in quality noticed during inspection shall be presented within 2 hours of completion of inspection and acceptance of goods and will be submitted to the Contractor.
- (c) The Contractor is to settle the claims for defected/damaged quantity and deficiency in quality of the stores within 2 hours.
- (d) 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.
- (e) The quality claims will be raised solely by the Buyer and without any certification/ countersignature by the Contractor's representative stationed in India.
- (f) 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 **Sainik School Bijapur** as such shall not be a party to it.

53. Items are required to be delivered at **Sainik School Bijapur**, premises at Cadet's Mess, Sainik School Bijapur in full quantity, as requested on supply order along with 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.

54. **Any communication from buyer through SMS/ e-mail from authorized mobile/ e-mail id will also be treated as an official communication (details will be intimated through supply order)**

55. Supply will be made over the period of one year in staggered form as per staggered supply order.

56. At the time of supply, the shelf life of each of the supply item must be minimum 08 hours for fresh ration.

57. **Warranty-** The fresh provisions should be supplied as fresh only.

58. **Renewal and Extension of Rate Contract:** The rate contracts may be extended, for a period of **twelve months** with same terms and conditions with the consent of the rate contract holders. The period of such extension generally will not be more than six months. Also, while extending the existing rate contracts, it will be ensured that the price trend is not lower.

#### **PART V – EVALUATION CRITERIA & PRICE BID ISSUES**

59. **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) Determination of L-1 will be done on total price of individual item **OR** collective items per group (i.e., **Supply of Dry, Bakery & Animal Ration**) as per the rate (including levies, taxes and duties levied by Central / State / Local governments such as excise duty, GST, Service Tax, Octroi /entry tax, etc., on final product of all items / requirements as mentioned in Appendix-B).

(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 excise duty 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 placement 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.

(f) L1 Will be decided on the total rate arrived by multiplying the individual rate quoted for each item by the approximate unit required as mentioned in Appendix B. The price arrived so will be the total bid amount for the entire Package. However, the Tender accepting authority reserves right to decide on the methodology of evaluation. Eligibility criteria strictly observed.

(g) **Price Bid Format:** Bidders are required to fill Price Bid Format (**Appendix B**) correctly with full details, sign with firms stamp on all pages of commercial bid.

(h) **There will be separate groupwise L1 for each group mentioned in Appendix B.**

60. Incompletely filled form will be rejected out rightly.

61. Vendors are requested to carry out calculations in commercial bid form carefully. The Principal Sainik School Bijapur reserves the right to amend/correct any wrongly calculated totals.

62. It is mandatory to fill the cost of each and every item in price bid format. If the rates of any item remain unfilled then the price bid will be rejected.

63. The Principal Sainik School Bijapur 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.

Sd/x-x-x-x  
Administrative Officer  
Sainik School Bijapur

**APPENDIX-A**  
(Refer Part-I, Part-II Part V of RFP)

**BIDDERS INFORMATION**  
**(THE ENTIRE FIELDS ARE MANDATORY)**

1.	Name and Complete Office Address of the Firm			
2.	Name & Designation of Authorized Person			
3.	Phone/ Mobile No:		Email:	
4.	Nature of the Firm (Proprietary/ Partnership)			
5.	GST No		PAN No	
6.	Nature of Business (Trader/ Dealer/ Supplier/ Processor or authorized agent)			
7.	Details of Registration Certificate		(MSME /NSIC/ any other Govt Dept)	
	(a) Name of the Department registered with			
	(b) Date of Registration & Validity			
8.	FSSAI Certificate (For Fresh/ Dry Ration)			
9.	Bank Detail/ Bank Name		(b) Bank Address	
	(c) Account Number		(d) IFSC Code	
10.	(a) EMD Amt Rs		(b) DD/BG No	
	(c) DD/BG Date		(d) Issuing Bank/ Branch	
11.	Bidder Turnover Certificate			
12.	Latest IT returns of previous years			
13.	GST Return for last one year having minimum returned filed of Rs 05 Lakhs (as applicable)			

14. Past Performance / Experience Details

Sl. No	Period		Organization	Details of Services provided	Contract Amt (Rs)
	From	To			
(a)					
(c)					
(d)					
(e)					
(f)					

**Note:** Enclose photocopy of all the above said documents, duly self-attested required for Technical Bid.

**DECLARATION**

1. I hereby certify that the information furnished above is true and correct to the best of my/ our knowledge. I understand that in case any deviation is found in the above statement at any stage, I /we will be blacklisted and will not have any dealing with the Department in future.

2. This is to certify that \_\_\_\_\_ and \_\_\_\_\_ is my official mobile number & my official e-mail id. Any communication done by the buyer on these above said mobile number /e-mail through buyer official mobile/e- mail will be treated as an official communication. Buyer reserves the rights to produce these communications during legal proceedings as a form of legal communication from buyer.

Date : \_\_\_\_\_

Signature of Contractor \_\_\_\_\_

**COMMERCIAL BIDS FOR**  
**SUPPLY OF DRY/BAKERY/ANIMAL RATION**  
**FOR PERIOD OF ONE YEAR AT SAINIK SCHOOL BIJAPUR**

1. I, hereby submit the quote **Supply Of Dry/ Bakery/ Animal Ration**, for the period one year as specified in the underwritten schedule in the manner in which and within the same prescribed at the rates given below. The quotation furnished in the schedule is subject to the condition set forth in the tender note and tender form received by me.

2 In case of my tender being accepted, and I/ We coming into an agreement with Adm Officer, Sainik School, Bijapur. I/ We hereby agree and promise to pay an amount of 05% of total value as Security Deposit in the form of nationalized bank demand draft/ Performance Bank Guarantee drawn in favour of the Principal, Sainik School, Bijapur within first 10 days of the contract agreement for the purpose of faithful performance of the contract agreement. I/ We also agree to have our Security Deposit forfeited to Sainik School, Bijapur in case of:

- (a) My/ Our failure to undertake the contract for the items accepted by Adm Officer, Sainik School, Bijapur.
- (b) For unfaithful performance of the contract agreement under any clause as specified in the contract agreement.

3. 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).

**SUPPLY OF DRY/BAKERY/ ANIMAL RATION**

- Note:** (a) GST as applicable and notified by Government of India from time to time will be charged on submission of bills only.
- (b) All items to be quoted here must be pre-packed ISI/Agmark & with FSSAI Certification.
- (c) Quantities mentioned under Column "Quantity required (Approx) (Per Kg)" will be demanded on requirement basis and not in single order.

**GROUP A: DRY RATION**

Sl.	Item	Appx. Qty Req Yrly	Unit	Brand Name	Rate Per Pc/Kg (Rs)	Total amount (In Rs)
1.	Table salt 1 Kg Pkt	3000	Kgs			
2.	Rice Sona Masoori Good Quality 25Kg Bag	30000	Kgs			
3.	Rice Ordinary for Dosa & Idli 25 Kg Bag	2000	Kgs			
4.	Jeera Rice 25 Kg Bag (Sultan, Apple, Jayalakshmi, SGL, Ahlavagur Double Horse)	30000	Kgs			
5.	Poha 1 Kg Pkt	1200	Kgs			
6.	Atta Good Quality 30 Kg Pkt per bag (Anapurna, Ashirwad, Pilsbury, 24 Mantra or Patanjali)	22000	Kgs			
7.	Whole Wheat Good Quality 25 Kg Bag	20000	Kgs			
8.	Maida 50 Kg Pkt	14000	Kgs			
9.	Double Polished Wheat 30 Kg bag	900	Kgs			
10.	Fried Gram (Puthani) 30 Kg Bag	900	Kgs			
11.	Dal Chana (30Kg Pack)	3000	Kgs			
12.	Dal Urd Washed (30Kg Pack)	2600	Kgs			
13.	Dal Urd Whole(30 Kg Pack)	300	Kgs			
14.	Dal Arhar Un polished (30 Kg Pack)	6000	Kgs			

15.	Dal Green Gram (30 Kg Pack)	600	Kgs			
16.	Dal Kabuli Chana (30Kg Pack)	900	Kgs			
17.	Dal Massore Whole (30 Kg Pack)	900	Kgs			
18.	Dal Rajmah Kashmiri 30 kg bag (small Size)	2200	Kgs			
19.	Dal Moong Washed (30 Kg Pack)	2100	Kgs			
20.	Dal Lobia (30 Kg Pack)	2100	Kgs			
21.	Dal Black Chana (30 Kg Pack)	600	Kgs			
22.	Beson ( 5 Kg Pack)	1500	Kgs			
23.	Sugar (50 Kg Pkt)	12500	Kgs			
24.	Date Fruit with Seed 1 Kg Pkt	1500	Kgs			
25.	Sun Flower Cooking Oil 15 Liter Tin only (Sundrop, Sunpure, Gemini, Fortune, Gold Winner or Saffola)	11000	Ltrs			
26.	Groundnut oil	11000	Ltrs			
27.	Jagery 1 Kg Pkt	1200	Kgs			
28.	Basmati Rice – Unity	1000	Kgs			
29.	Soya Wadi 30 Kg Pkt	200	Kgs			
30.	Tea CTC (Tata Tea Gold)	600	Kgs			
31.	Tea CTC (Brokbrond Label)	300	Kgs			
32.	Tea CTC (Tajmahal Label)	300	Kgs			
33.	Coffee – Nescafe	60	Kgs			
34.	Malted Milk Food – Bournvita	300	Kgs			
35.	Jam 1 Kg Bottle Kishan	450	Kgs			
36.	Badam Milk Powder Nandini	100	Kgs			
37.	Groundnut 25 Kg Pkt	2500	Kgs			
38.	Cashewnut Four Piece Broken 1 Kg Pkt	100	Kgs			
39.	Kishmiss 1 Kg Pkt	200	Kgs			
40.	Garlic 10 Kg Bag	1000	Kgs			
41.	Tomato Sauce 1 Kg Bottle Kishan	400	Kgs			
42.	Coriander Whole	50	Kgs			
43.	Chilly Whole	40	Kgs			
44.	Coriander Powder	200	Kgs			
45.	Turmeric Powder – MDH, Everest, Badshah, MTR or Catch	200	Kgs			
46.	Chilly Powder (MDH, Everest, Badshah, MTR, Catch, any other equivalent)	400	Kgs			
47.	Chana Masala (MDH, Everest, Badshah, MTR, Catch)	100	Kgs			
48.	Puliogre Masala (MDH, Everest, Badshah, MTR, Catch)	20	Kgs			
49.	Chicken Masala 1Kg (MDH, Everest, MTR Badshah, Catch)	150	Kgs			
50.	Kitchen King Masala 1 Kg (MDH, Everest, MTR Badshah, Catch)	150	Kgs			
51.	Sambar Masala 1 Kg Pkt (MDH, Everest, MTR Badshah, Catch)	150	Kgs			
52.	Hing Powder 1 Kg Pkt (MDH, Everest, MTR Badshah, Catch)	30	Kgs			
53.	Mutton Masala Powder 1Kg (MDH, MTR, Everest, Badshah, Catch)	10	Kgs			
54.	Chat Masala Powder 1 Kg (MDH, Everest, Badshah, MTR, Catch)	50	Kgs			
55.	Garam Masala 1 Kg Pkt (MDH, Everest, Badshah, MTR, Catch)	150	Kgs			
56.	Dry Ginger Powder 1 kg Pkt	50	Kgs			
57.	Pao Baji Masala 1 Kg Pkt (MDH, Everest, Badshah, MTR, Catch)	100	Kgs			
58.	Jeera 500 gms Pkts	200	Kgs			
59.	Ajwain 200 gms Pkts	50	Kgs			
60.	Vermicelli 1 Kg Pkts	400	Kgs			

61.	Idli Rawa 1 Kg Pkts	1200	Kgs			
62.	Rawa Bombay (50 Kg Pkts)	600	Kgs			
63.	Kesari Rawa (50 Kg Pkts)	1500	Kgs			
64.	Star Anis (Chakramuki) 200 gm Pkt	10	Kgs			
65.	Shenga Chutney (1 Kg Pkt) Umadi	500	Kgs			
66.	Papad (1 Kg Pkt) Lijat	250	Kgs			
67.	Til (1 Kg Pkt)	50	Kgs			
68.	Khas Khas 200gms Pkts	20	Kgs			
69.	Shahi Jeera 200 gms Pkts	10	Kgs			
70.	Choti Elaichi 200 gms Pkts	50	Kgs			
71.	Dalchini 200 gms Pkts	20	Kgs			
72.	Cloves (Long) 200 gms Pkt	10	Kgs			
73.	Tamarind 1 Kg Pkt	150	Kgs			
74.	Mustard Seeds 500 gms Pkts	100	Kgs			
75.	Methi 200 gms Pkts	100	Kgs			
76.	Black Pepper 500 gms Pkts	50	Kgs			
77.	Dry Coconuts 15 Kg Bag	300	Kgs			
78.	Mugaz Seeds 1 Kg Pkts	100	Kgs			
79.	Kasoori Methi 500 gms Pkts	50	Kgs			
80.	Soda Cooking 100 gms Pkts	50	Kgs			
81.	Red Chilly Sauce 750 ml Bottle	100	Bottle/ Nos			
82.	Green Chilly Sauce 750ml Bottle	100	Bottle/ Nos			
83.	Hakka Noodles 500gms Pkts	400	Kgs			
84.	Soya Sauce 750ml Bottle	100	Bottle/ Nos			
85.	Corn Flour 1Kg Pkts	250	Kgs			
86.	Vinegar 750ml Bottle	250	Nos			
87.	Mango / Lemon Pickle 5 Kg Container	400	Kgs			
88.	Utensil Washing Liquid (Large Packet)	1000	Nos			
89.	Whole Wheat Penne Pasta 500gms Pkt	450	Kgs			
90.	Mayonnaise Sauce 1 Kg Pkt	50	Kgs			
91.	Hand Wash Big Packet	1000	Nos			
92.	Disposable Food Gloves (Pair each)	1000	Nos			
93.	Cheese Slice gms per slice (750 gms Pkt)	1400	Pkt			
94.	Mozrella Cheese (1 Kg )	600	Kgs			
95.	Cheddar Cheese (1 Kg )	200	Kgs			
96.	Tooth Pick Wooden (1 Box contain 10Pkts)	60	Pkt			
97.	Honey 1 kg Bottle	20	nos			
98.	Green Olive 500 Gms	20	Bottle			
99.	Piza Cheese	1200	Kgs			
100.	Mustard sauce 200 Gms	400	Nos			
101.	Peri Peri Sauce 200 Gms	400	Nos			
102.	Piza Herb 100 Gms	25	Kgs			
103.	Rose Mary Herb 100 gms	25	Kgs			
104.	Thyme Herb 100 Gms	25	Kgs			
105.	Mixed Herb 100 Gms	25	Kgs			
	<b>TOTAL</b>					

- Note:**
1. The above mentioned requirements are anticipatory and no minimum drawl is guaranteed.
  2. At the time of billing the approved rates should be lesser or equal to MRP Rates and any gift items on the package item should also be provided to the school.

**GROUP B: BAKERY RATION**

SI No	Item	Appx. Qty Req Yrly	Unit	Brand Name	Rate Per Pc/Kg (Rs)	Total Amt (In Rs)
1	High Quality Maida for Baking	1300	Kg			
2	Brown Sugar	10	Kg			
3	Baking Powder	03	Kg			
4	Custard Powder	20	Kg			
5	Kishmiss	20	Kg			
6	Essence (Different Flavours)	30	Kg			
7	Cashew nut (2 Piece)	20	Kg			
8	Tooti Frooti	600	Kg			
9	Cake Gel	30	Kg			
10	Angel Dry Yeast	60	Kg			
11	Fruit Jam Kishan	50	Kg			
12	Bread & Biscuit Packing Pkts	10	Kg			
13	Whipe Cream	150	Ltrs			
14	Cup Cake Cover (12 Nos)	7000	Nos			
15	Muffins Mould Cover	500	Nos			
16	Ammonia	02	Kg			
17	Red Cherry Tinned (850gms Tin)	50	Tin			
18	Dark Choolate Chips	20	Kg			
19	Premix for Vannila Cake	2500	Kg			
20	Egg Free Lava Cake Mix	100	Kg			
21	Cling Foil ( 1 Kg)	10	Kg			
22	Silver Foil ( 1 Kg)	10	Kg			
23	CP Powder	30	Kg			
24	Vanilla Powder	10	Kg			
25	Amrit Supper Puff Vanaspati	900	Kg			
26	Lotus Margarine	900	Kg			
27	Choco Lava Cake Mould Aluminium	7000	Kg			
28	Sugar	2500	Kg			
29	Liquid colour	40	Kg			
30	Dark Compound Chocolate	10	Kg			
	<b>Total</b>					

- Note:**
1. The above-mentioned requirements are anticipatory and no minimum drawl is guaranteed.
  2. At the time of billing the approved rates should be lesser or equal to MRP Rates and any gift items on the package item should also be provided to the school.

**GROUP C: ANIMAL RATION**

SI No	Item	Appx. Qty Req Yrly	Unit	Brand Name	Rate Per Pc/Kg (Rs)	Total Amt (In Rs)
1	Chana whole for Horses	8000	Kgs			
2	Javi for Horses	8184	Kgs			
3	Jaggery for Horses	500	Kgs			
4	Cattle Feed (Godrej Company)	36000	Kgs			
5	Tamb (Bran husk) for dairy cattles	6000	Kgs			
6	Bhoosa	16000	Kgs			
7	Maize Broken	8000	Kgs			
	<b>TOTAL</b>					

- Note:**
1. The above mentioned requirements are anticipatory and no minimum drawl is guaranteed.
  2. At the time of billing the approved rates should be lesser or equal to MRP Rates and any gift items on the package item should also be provided to the school.

Place: \_\_\_\_\_

Signature of Contractor

Date: \_\_\_\_\_ 2024

Name of the Contractor \_\_\_\_\_



No SSBJ/936/QM/AT

07 Feb 2024

**REQUEST FOR PROPOSAL (RFP) FOR  
SUPPLY OF SANITARY AND HYGIENE ITEMS**

**INSTRUCTIONS TO BIDDERS**

Sir/Madam,

1. On behalf of the President of India, the sealed tenders (**Two Bid**) are invited from the reputed and experienced firms for **Supply of Sanitary and Hygiene Items.**

2. 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.

3. The address and contact numbers for seeking clarifications regarding this are RFP given below:

- |     |  |   |  |
|-----|--|---|--|
| (a) | <b>Bids/ queries to be address to</b>                | : | Principal, Sainik School Bijapur   |
| (b) | <b>Name/designation of the<br/>Contact personnel</b> | : | Administrative Officer<br>Sainik School Bijapur  |
| (c) | <b>Telephone Nos of the contact<br/>Personnel</b>    | : | 08352-270638   |
| (d) | <b>E-mail IDs of contact personnel</b>               | : | <a href="mailto:ssbijapur@sainikschoolsociety.in">ssbijapur@sainikschoolsociety.in</a> |

4. This RFP divided into five parts following:

- (a) **Part-I** Contains General information and instructions for the bidders about the RFP such as the time, place of submission & opening of tenders, validity period of tenders etc.,
- (b) **Part-II** Contains essential details of items/ services required, such as the schedule of requirements (SOR), Technical Spec, Delivery period, Mode of Delivery & 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.

5. This RFP is being issued with no financial commitment and the Buyer reserves the right to change 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.

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

Sd/x-x-x-x  
Administrative Officer  
Sainik School Bijapur

7. 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.

Signature of Contractor

Date:

Name of the Contractor

## **PART I – GENERAL INFORMATION**

1. Important date and time for depositing the Bids. Critical data sheet of dates in respect of tender is as follows

Sr	Event	Date	Time
(a)	Published Date	07 Feb 2024	1000 Hrs
(b)	Clarification end date	12 Feb 2024	1300 Hrs
(c)	<del>Pre-Bid Meeting</del>	<del>12 Feb 2024</del>	<del>1100 Hrs</del>
(d)	<del>Sample submission for dry ration</del>	<del>12 Feb 2024</del>	<del>1100 Hrs</del>
(e)	Bid submission start date	07 Feb 2024	1800 Hrs
(f)	Bid submission end date	17 Feb 2024	1700 Hrs
(g)	Technical Bid Opening Date Online	19 Feb 2024	1130 Hrs

**Note:** (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).

2. **MANNER OF DEPOSITING THE BIDS:** The details of manner of depositing the bids are as follows (Online Submission: Bidding should be done through e-procurement):

(a) **Technical Bid:** Documents as mentioned in Appendix-A should be uploaded in the technical bid format as in e-procurement portal. The original documents must be produced in person for verification on the day of opening the tech bid.

(b) **Financial Bid:** The rate quoted in the price schedule shall be inclusive of all the costs such as cost of food materials, procuring, packaging, transportation, delivering, loading and unloading including service tax levied by the State/ Central Govt., GST applicable etc., complete inclusive of all charges to the destination to Principal, Sainik School Bijapur.

3. **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.

4. **Modification and Withdrawal of Bids:** As per e-procurement portal.

5. **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.

6. **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/ prevailing market rates will be rejected outrightly.

7. **Validity of Bids:** The Bids should remain valid till **90 Days** from the last date of submission of the Bids.

8. **Tender Form Fees:** As per e-procurement portal.

9. **Earnest Money Deposit** Bidders are required to submit 02% Earnest Money Deposit (EMD) As per e-procurement portal.

10. 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 05% 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. **Bids shall not be considered, in case, the EMD is not submitted along with the Technical Bid.**

11. 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.

12. The Officer(s) operating the contract will be indicated in the supply order.

13. These instruction on "Invitation of Bid" are to be signed by you & returned along with your bids.

14. **Contact Person:** Telephone /Cell/Fax numbers are to clearly endorsed in the application along with the particulars of the Proprietor and authorized person to be contacted for official correspondence.

## **PART-II DETAILS OF ITEMS/ SERVICES REQUIRED**

15. **Schedule of Requirements** The contract is for a period of one year which may be extended by the competent authority as per the provisions enshrined in DPM/GFR. List of items required placed as **Appendix 'B'** to this RFP.

16. Vendors are required to submit essential details in respect of their firms/company as per **Appendix 'A'** of this RFP for technical evaluation.

17. **Delivery / Completion Period:** Delivery period for supply of items would be **Weekly/Monthly at Site** from the effective date of contract. Please note that Contract can be cancelled unilaterally by the Buyer or risk purchase initiated (refer para 9 of Part-IV of Tender document) in case items are not received within the contracted delivery period. Extension of contracted delivery period will be at the sole discretion of the Buyer.

18. **Supply will be made over the period of one year in staggered form as per staggered supply order.**

19. **Consignee Premises Details:** Sainik School Bijapur Premises at Cadets Mess.

20. **The total quantity required in the schedule (Appendix 'B')** 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**

21. 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.

22. **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.

23. **Effective Date of the Contract:** The contract shall come into effect from **01 Mar 2023** 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.

24. **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. Principal Sainik School Bijapur 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.

25. **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 offers 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.

26. **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.

27. **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.

28. **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.

29. **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.

30. **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 after the schedule date of delivery.

(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.

31. **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/e-mail or registered pre-paid mail/airmail, addressed to the last known address of the party to whom it is sent.

32. **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.

33. **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.

34. **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 entertained 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**

35. 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.

36. **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 **05%** of the contract value within 30 days award of contract. Performance Bank Guarantee should be valid upto to 60 days beyond the date of completion of contract. The specimen of PGB is given in form DPM-15 (Available in MoD website and can be provided on request).

37. **Option Clause:** NA

38. **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.

39. **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 cheque 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 & 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 the School by cheque.
- (c) It is mandatory to the supplier/ vendor to submit their PAN details, Canceled Cheque and NEFT details for making of payments through ECS/EFT mechanism instead of payment through cheque by The Principal Sainik School Bijapur.

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

41. **Paying Authority.** The process of bills of successful tender will be made by the Principal Sainik School Bijapur and payment will be made by Budget head of Dietary Charges of Sainik School Bijapur. Bills to be submitted by the vendor within seven days of supply.

42. **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 cheque 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)
- (e) Any other document/Certificate that may be provided for in the Supply Order/ Contract.
- (f) **Payment will be made against each staggered supply order within 15 days of supply of items as per actual supply received and against invoice submitted by the supplier.**

43. **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.

44. **Risk & Expense Clause:** Should the stores thereof not be delivered/carried out within the time or times specified in the contract documents, or if defective delivery is made in respect of the stores, the Buyer shall after granting the Seller 2 (Two) hours to cure the breach, be at liberty, without prejudice to the right to recover liquidated damages as a remedy for breach of contract, to declare the contract as canceled either wholly or to the extent of such default.

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

(b) In case of a material breach that was not remedied within 2 (Two) hours, the BUYER shall, having given the right of first refusal to the SELLER be at liberty to purchase or procure from any other source as he thinks fit, other stores of the same or similar description to make good: -

(i) Such default.

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

(c) Any excess of the purchase price or value of any stores procured from any other supplier as the case may be, over the contract price appropriate to such default or balance shall be recoverable from the SELLER. 100% recovery will be made from SELLER.

45. **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.

46. **Specification:** The seller guarantees to meet the specification as per Part-IV of RFP

47. **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 - Issue of show cause notice & 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

48. **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 Sainik School Bijapur as such shall not be a party to it.

49. **Quality:** Quality of items supplied to be best available in the market and also as per laid down ASC specification.

50. **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.

51. **Inspection Authority:** The Inspection will be carried out by **Principal, Sainik School Bijapur, or any officer designated by Principal, Sainik School Bijapur**. The mode of Inspection will be Departmental Inspection / User Inspection / Joint Inspection /Self-certification.
52. **Claim:** The following claims clause will form part of the contract placed on successful bidder: - 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.
- (a) The quantity claims for deficiency of quantity (if any), shall be delivered at consignee premises within 2 hours of the days under own arrangement of the contractor.
  - (b) The quality claims for defects/damages or deficiencies in quality noticed during inspection shall be presented within 2 hours of completion of inspection and acceptance of goods and will be submitted to the Contractor.
  - (c) The Contractor is to settle the claims for defected/damaged quantity and deficiency in quality of the stores within 2 hours.
  - (d) 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.
  - (e) The quality claims will be raised solely by the Buyer and without any certification/ countersignature by the Contractor's representative stationed in India.
  - (f) 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 **Sainik School Bijapur** as such shall not be a party to it.
53. Items are required to be delivered at **Sainik School Bijapur**, premises at Cadet's Mess, Sainik School Bijapur in full quantity, as requested on supply order along with 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.
54. **Any communication from buyer through SMS/ e-mail from authorized mobile/ e-mail id will also be treated as an official communication (details will be intimated through supply order)**
55. Supply will be made over the period of one year in staggered form as per staggered supply order.
56. **Renewal and Extension of Rate Contract:** The rate contracts may be extended, for a period of **twelve months** with same terms and conditions with the consent of the rate contract holders. The period of such extension generally will not be more than six months. Also, while extending the existing rate contracts, it will be ensured that the price trend is not lower.

#### **PART V – EVALUATION CRITERIA & PRICE BID ISSUES**

57. **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) Determination of L-1 will be done on total price of individual item **OR** collective items (i.e., **Supply of Sanitary and Hygiene Items** as per the rate (including levies, taxes and duties levied by Central / State / Local governments such as excise duty, GST, Service Tax, Octroi /entry tax, etc., on final product of all items / requirements as mentioned in Appendix-B).
  - (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 excise duty 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 placement 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.

(f) L1 Will be decided on the total rate arrived by multiplying the individual rate quoted for each item by the approximate unit required as mentioned in Appendix B. The price arrived so will be the total bid amount for the entire Package. However, the Tender accepting authority reserves right to decide on the methodology of evaluation. Eligibility criteria strictly observed.

(g) **Price Bid Format:** Bidders are required to fill Price Bid Format (**Appendix B**) correctly with full details, sign with firms stamp on all pages of commercial bid.

58. **L1 has to get the sample cleared for the items as specified by the buyer.**

59. Vendors are requested to carry out calculations in commercial bid form carefully. The Principal Sainik School Bijapur reserves the right to amend/correct any wrongly calculated totals.

60. It is mandatory to fill the cost of each and every item in price bid format. If the rates of any item remain unfilled then the price bid will be rejected.

61. The Principal Sainik School Bijapur 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.

Sd/x-x-x-x  
Administrative Officer  
Sainik School Bijapur

**APPENDIX-A**  
(Refer Part-I, Part-II Part V of RFP)

**BIDDERS INFORMATION**  
**(THE ENTIRE FIELDS ARE MANDATORY)**

1.	Name and Complete Office Address of the Firm			
2.	Name & Designation of Authorized Person			
3.	Phone/ Mobile No:		Email:	
4.	Nature of the Firm (Proprietary/ Partnership)			
5.	GST No		PAN No	
6.	Nature of Business (Trader/ Dealer/ Supplier/ Processor or authorized agent)			
7.	Details of Registration Certificate		(MSME /NSIC/ any other Govt Dept)	
	(a) Name of the Department registered with			
	(b) Date of Registration & Validity			
8.	<del>FSSAI Certificate (For Fresh/ Dry Ration)</del>			
9.	Bank Detail/ Bank Name		(b) Bank Address	
	(c) Account Number		(d) IFSC Code	
10.	(a) EMD Amt Rs		(b) DD/BG No	
	(c) DD/BG Date		(d) Issuing Bank/ Branch	
11.	Bidder Turnover Certificate			
12.	Latest IT returns of previous years			
13.	GST Return for last one year having minimum returned filed of Rs 05 Lakhs (as applicable)			

14. Past Performance / Experience Details

Sl. No	Period		Organization	Details of Services provided	Contract Amt (Rs)
	From	To			
(a)					
(c)					
(d)					
(e)					
(f)					

**Note:** Enclose photocopy of all the above said documents, duly self-attested required for Technical Bid.

**DECLARATION**

1. I hereby certify that the information furnished above is true and correct to the best of my/ our knowledge. I understand that in case any deviation is found in the above statement at any stage, I /we will be blacklisted and will not have any dealing with the Department in future.

2. This is to certify that \_\_\_\_\_ and \_\_\_\_\_ is my official mobile number & my official e-mail id. Any communication done by the buyer on these above said mobile number /e-mail through buyer official mobile/e- mail will be treated as an official communication. Buyer reserves the rights to produce these communications during legal proceedings as a form of legal communication from buyer.

Date : \_\_\_\_\_

Signature of Contractor \_\_\_\_\_

**COMMERCIAL BIDS FOR**  
**SUPPLY OF SANITARY AND HYGIENE ITEMS**  
**FOR PERIOD OF ONE YEAR AT SAINIK SCHOOL BIJAPUR**

1. I, hereby submit the quote **Supply of Sanitary and Hygiene items**, for the period one year as specified in the underwritten schedule in the manner in which and within the same prescribed at the rates given below. The quotation furnished in the schedule is subject to the condition set forth in the tender note and tender form received by me.
- 2 In case of my tender being accepted, and I/ We coming into an agreement with Adm Officer, Sainik School, Bijapur. I/ We hereby agree and promise to pay an amount of 05% of total value as Security Deposit in the form of nationalized bank demand draft/ Performance Bank Guarantee drawn in favour of the Principal, Sainik School, Bijapur within first 10 days of the contract agreement for the purpose of faithful performance of the contract agreement. I/ We also agree to have our Security Deposit forfeited to Sainik School, Bijapur in case of:
- (a) My/ Our failure to undertake the contract for the items accepted by Adm Officer, Sainik School, Bijapur.
- (b) For unfaithful performance of the contract agreement under any clause as specified in the contract agreement.
3. 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).

**SUPPLY OF SANITARY AND HYGIENE ITEMS**

SI No	Item	Appx Qty Req Yearly	Unit	Rate Per Pc (in Rs)	Total Amt (In Rs)
1	Soft Brooms (Good Quality -48" Length)	1000	Nos		
2	Stick Brooms ( 48" Length)	1500	Nos		
3	Phenyl White	2000	Ltrs		
4	Phenyl Black	500	Ltrs		
5	Acid for cleaning tiles / wash basin/Commodes	2000	Ltrs		
6	Bleaching Powder (Sreeram Brand)	1000	Kgs		
7	Plastic Coir Brush	1000	Nos		
8	Naphthalene Balls	50	Kgs		
9	Washing Soda (Tata)	800	Kgs		
10	Alum (As per requirement)	100	Ltrs		
11	Coco Brush	250	Nos		
12	Liquid Soap	250	Ltrs		
13	Cleanex for Toilet, Wah Basin (toilet cleaner)	250	Ltrs		
14	Copper Sulphate for Swimming Pool	100	Kgs		
15	Bamboo Handled Brooms (5ft) with iron ring	250	Nos		
16	Bl: Blue Floor Cleaner (Soap based)	500	Ltrs		
17	Bl: Hand Wash Cleaner (Scented)	100	Ltrs		
18	Bl: Black Surface Cleaner (Steel Pots)	100	Ltrs		
19	Bl: Glass Cleaner	50	Ltr		
20	Bl: Stainless Cleaner	100	Ltrs		
21	Bl: Tiles Cleaner (Blue Acid Liq)	100	Ltrs		
22	Bl: Thick Set Jelly Toilet Cleaner	100	Ltrs		
23	Floor Cleaner Moping (with handle)	200	Nos		
24	Floor Cleaner Reuse Mop (Cloth)	200	Nos		
25	Utensile Liquid Cleaner	200	Nos		
26	Floor Sanitizer	1000	Ltr		
27	Hand Sanitizer	50	Ltr		
28	Toilet Brush	1000	Nos		
29	White Cat Acid	400	Ltr		

Place: \_\_\_\_\_

Signature of Contractor

Date: \_\_\_\_\_ 2024

Name of the Contractor \_\_\_\_\_



No SSBJ/936/QM/AT

07 Feb 2024

**REQUEST FOR PROPOSAL (RFP) FOR  
RATE CONTRACT OF BARBER SERVICES**

**INSTRUCTIONS TO BIDDERS**

Sir/Madam,

1. On behalf of the President of India, the sealed tenders (**Two Bid**) are invited from the reputed and experienced firms for **Rate Contract for Barber Services.**

2. 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.

3. The address and contact numbers for seeking clarifications regarding this are RFP given below:

- |     |  |   |  |
|-----|--|---|--|
| (a) | <b>Bids/ queries to be address to</b>            | : | Principal, Sainik School Bijapur   |
| (b) | <b>Name/designation of the Contact personnel</b> | : | Administrative Officer<br>Sainik School Bijapur                                    |
| (c) | <b>Telephone Nos of the contact Personnel</b>    | : | 08352-270638   |
| (d) | <b>E-mail IDs of contact personnel</b>           | : | <a href="mailto:ssbijapur@sainikschool.society">ssbijapur@sainikschool.society</a> |

4. This RFP divided into five parts following:

- (a) **Part-I** Contains General information and instructions for the bidders about the RFP such as the time, place of submission & opening of tenders, validity period of tenders etc.,
- (b) **Part-II** Contains essential details of items/ services required, such as the schedule of requirements (SOR), Technical Spec, Delivery period, Mode of Delivery & 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.

5. This RFP is being issued with no financial commitment and the Buyer reserves the right to change 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.

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

Sd/x-x-x-x  
Administrative Officer  
Sainik School Bijapur

7. 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.

Signature of Contractor

Date:

Name of the Contractor

## **PART I – GENERAL INFORMATION**

1. Important date and time for depositing the Bids. Critical data sheet of dates in respect of tender is as follows

<b>Sr</b>	<b>Event</b>	<b>Date</b>	<b>Time</b>
(a)	Published Date	07 Feb 2024	1000 Hrs
(b)	Clarification end date	12 Feb 2024	1300 Hrs
(c)	<del>Pre-Bid Meeting</del>	<del>12 Feb 2024</del>	<del>1100 Hrs</del>
(d)	<del>Sample submission for dry ration</del>	<del>12 Feb 2024</del>	<del>1100 Hrs</del>
(e)	Bid submission start date	07 Feb 2024	1800 Hrs
(f)	Bid submission end date	17 Feb 2024	1700 Hrs
(g)	Technical Bid Opening Date Online	19 Feb 2024	1130 Hrs

**Note:** (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).

2. **MANNER OF DEPOSITING THE BIDS:** The details of manner of depositing the bids are as follows (Online Submission: Bidding should be done through e-procurement):

(a) **Technical Bid:** Documents as mentioned in Appendix-A should be uploaded in the technical bid format as in e-procurement portal. The original documents must be produced in person for verification on the day of opening the tech bid.

(b) **Financial Bid:** The rate quoted in the price schedule shall be inclusive of all the costs such as cost of food materials, procuring, packaging, transportation, delivering, loading and unloading including service tax levied by the State/ Central Govt., GST applicable etc., complete inclusive of all charges to the destination to Principal, Sainik School Bijapur.

3. **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.

4. **Modification and Withdrawal of Bids:** As per e-procurement portal.

5. **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.

6. **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/ prevailing market rates will be rejected outrightly.

7. **Validity of Bids:** The Bids should remain valid till **90 Days** from the last date of submission of the Bids.

8. **Tender Form Fees:** As per e-procurement portal.

9. **Earnest Money Deposit** Bidders are required to submit 02% Earnest Money Deposit (EMD) As per e-procurement portal.

10. 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 05% 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. **Bids shall not be considered, in case, the EMD is not submitted along with the Technical Bid.**

11. 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.

12. The Officer(s) operating the contract will be indicated in the supply order.

13. These instruction on "Invitation of Bid" are to be signed by you & returned along with your bids.

14. **Contact Person:** Telephone /Cell/Fax numbers are to clearly endorsed in the application along with the particulars of the Proprietor and authorized person to be contacted for official correspondence.

## **PART-II DETAILS OF ITEMS/ SERVICES REQUIRED**

15. **Scope of Work.** The minimum specified Scope of Work (SoW) to be undertaken by the bidder for '**Outsourcing of Barber Services at Sainik School Bijapur**' and is to be performed as per the specifications and conditions mentioned in different parts of this document and further amendments, if any, issued in this regard and the Contract to be signed by the successful bidder, subsequently.

16. **Delivery of Services.**

(a) **Site Visit.** Bidders are advised to visit and acquaint themselves with the service where such services are required and its operational requirements. The cost of such visit shall be borne by the Bidder. It shall be deemed that the bidder has undertaken a visit to the **Sainik School Bijapur** and is aware of its operational conditions prior to submission of bid documents.

(b) **Accommodation.** No accommodation, food or transport will be provided by the School to the Personnel deployed by the Agency.

(c) **Time for services.** Timings to be followed strictly followed by contractor: -  
(i) Working Days - 1400 hrs to 1630 hrs  
(ii) Sunday/ Holidays - 0800 hrs to 1300 hrs & 1430 hrs to 1730 hrs

17. **Description of Services to be rendered.**

(a) The Hair Cut given to the boys must include Machine Hair Cut of One-inch length or as per the standard set by the school.

(b) The length of hair on top of the head must not be more than One inch after providing the haircut.

(c) Haircut to the cadets will be given as per the nominal roll of the class submitted by the housemasters/ ward boys. Similar haircut to be given to all the cadets till the time cadet is not excused by the school authorities. In case cadets not adhering to the instructions, do not argue and report the matter to the QM and Administrative Officer immediately.

(d) Nominal roll register to be put up to Administrative Officer on next day morning by contractor through ward boys clearly indicating who all cadets have taken haircut and who all have not.

(e) The contractor shall use neat, clean, and hygienic scissors, combs, etc., to provide haircut.

(f) The contractor shall use One new blade on each boy every time whenever hair cut is given to the boys.

(g) Number of Hair Cuts for each Cadet in a month - 02 Hair Cuts

18. **Technical Details:**

(a) The contractor has to supply the skilled manpower at Sainik School Bijapur.

(b) The contractor shall also abide by the provisions of the child labour (Provision and regulation) Act 1986. No worker below the age of 18 years shall be employed for the work.

(c) The contractor should make adequate enquiries about the character and antecedents of all the personnel employed by the contractor. The character and antecedents of personnel will be verified by the contractor before their deployment through local police and recent photograph and a certification to this effect submitted to this office.

(d) The contractor will ensure that all the personnel employed by him are medically fit and will keep in record a certificate of their medical fitness. The school administration will subject all the personnel employed by the contractor for medical examination from time to time. If any such personnel are found to be medically unfit at any time during the contract period, such personnel will be immediately withdrawn by the contractor and suitable replacements will be immediately arranged by the contractor.

(e) It is the responsibility of all the personnel employed by the contractor to execute the assigned work perfectly and neatly. If any damages are caused to school's assets while discharging the duty suitable amount will be deducted from the contractor's monthly payment.

(f) The contractor shall follow the instructions of school from time to time in discharging the duty every day.

(g) This office shall not be liable for any loss, damage, theft, burglary or robbery of any personal belongings, equipment or vehicles of the personnel employed by the contractor.

(h) Sainik School, Bijapur shall have the rights to remove any deployed barber personnel from the duty who is considered to be undesirable.

(j) The contractor shall exercise adequate supervision to reasonably ensure proper performance of all the personnel employed by the contractor in accordance to the schedule of work.

(k) All necessary reports and other information shall be supplied immediately by the contractor and when required by the Sainik School, Bijapur and at regular meeting will be held with Administrative Officer, Sainik School, Bijapur.

(l) The contractor shall not employ any person of age below 18 years and above the age of 40 years and all the personnel employed by the contractor should be sound in health in carrying out the duty and should not have infectious diseases.

(m) The contractor shall not subcontract the assigned work to any other agencies.

(n) The contractor will be responsible for all the liabilities related to his employees and also for their character verification and police verification as well as regulating their duties in the school premises.

(o) The contractor will ensure that the barber personnel on duty are always in clean dress and maintain good conduct with the cadets and the visitors. They will not take part in any union or association and activity of the employees of the establishment. Proper courtesy shall be shown to the staff and parents visiting the school. In case of any difficulty the same shall be brought to the notice of the Administrative Officer/Principal.

(p) Number of barber personnel may be increased / decreased according to the requirement of the school. If School Administration considers that the placement of particular barber personnel is essential this will be done by the contractor on receipt of request in writing from the School Administration. Additional charges for extra manpower provided by contractor will be paid by the School Administration.

(q) The reliever whenever necessary shall be provided by the contractor. Prior intimation is to be given by contractor to School Administration and written consent be obtained in such cases. No barber personnel shall be permitted to do more than 8 hours of duty on any one day. Reliever so provided will be paid by the contractor.

(r) The charter of duties for the barber personnel will be made by Administrative Officer, Sainik School Bijapur and all the barber personnel will be deployed accordingly. The barber once deployed will only be changed after obtaining prior approval of the Administrative Officer, Sainik School Bijapur.

(s) The barber personnel will strictly adhere to the charter of duties as laid down by the school authorities. This Hair cutting register house wise will also be put up to the Administrative Officer daily in the next morning mentioning the detail class wise.

(t) Any barber personnel who does not perform his duties properly will be changed immediately by contractor or when asked to do so by the Principal/Admin Officer, Sainik School Bijapur.

(u) Sainik School Administration shall not be responsible on any account for:

- (i) Theft / loss or damage of any property or cash belonging to the agency.
- (ii) Injury / death sustained / occurred by / to any person employed by agency to provide barber services during tour of their duty or otherwise.

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

19. 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.

20. **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.

21. **Effective Date of the Contract:** The contract shall come into effect from **01 March 2024** 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.

22. **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. Principal Sainik School Bijapur 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.

23. **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 offers 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.

24. **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.

25. **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.

26. **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.

27. **Liquidated Damages:** NA

28. **Termination of Contract:** Failure to comply with the rules and regulation will lead to warning and 3 continues warning will lead to termination of contract

29. **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/e-mail or registered pre-paid mail/airmail, addressed to the last known address of the party to whom it is sent.

30. **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.

31. **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.

32. **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 entertained 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**

33. 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.

34. **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 **05%** of the contract value within 30 days award of contract. Performance Bank Guarantee should be valid upto to 60 days beyond the date of completion of contract. The specimen of PGB is given in form DPM-15 (Available in MoD website and can be provided on request).

35. **Option Clause:** NA

36. **Tolerance Clause:** NA

37. **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 cheque 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 & 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 the School by cheque.
- (c) It is mandatory to the supplier/ vendor to submit their PAN details, Canceled Cheque and NEFT details for making of payments through ECS/EFT mechanism instead of payment through cheque by The Principal Sainik School Bijapur.

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

39. **Paying Authority.** The process of bills of successful tender will be made by the Principal Sainik School Bijapur and payment will be made by Budget head of Dietary Charges of Sainik School Bijapur. Bills to be submitted by the vendor within seven days of supply.

40. **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 cheque 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)
- (e) Any other document/Certificate that may be provided for in the Supply Order/ Contract.

(f) **Payment will be made against each staggered supply order within 15 days of supply of items as per actual supply received and against invoice submitted by the supplier.**

41. **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.

42. **Risk & Expense Clause:** Should the services not be provided within the time or times specified in the contract documents i.e. beyond 48 hours, or if unsatisfactory work is done, the Buyer shall after granting the Seller seven days to cure the breach, be at liberty, without prejudice to the right to recover liquidated damages/penalty as a remedy for breach of contract, to declare the contract as cancelled either wholly or to the extent of such default.

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

(b) In case of a material breach that was not remedied within 2 (Two) hours, the BUYER shall, having given the right of first refusal to the SELLER be at liberty to purchase or procure from any other source as he thinks fit, other stores of the same or similar description to make good: -

(i) Such default.

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

(c) Any excess of the purchase price or value of any stores procured from any other supplier as the case may be, over the contract price appropriate to such default or balance shall be recoverable from the SELLER. 100% recovery will be made from SELLER.

43. In case of a material breach that was not remedied within 07 days, the BUYER shall, having given the right of first refusal to the SELLER be at liberty to outsource the services from any other source as he thinks fit, to make good:-

(a) Such default.

(b) In the event of the contract being wholly determined, the balance of the work remaining to be completed there under.

44. Any excess of the service price/charges, outsourced from any other supplier as the case may be, over the contract price appropriate to such default or balance shall be recoverable from the SELLER.

45. **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.

46. **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 - Issue of show cause notice & 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

47. **Quality:** NA

48. **Quality Assurance:** NA

49. **Inspection Authority:** NA

50. **Claim:** NA

51. NA

52. **Any communication from buyer through SMS/ e-mail from authorized mobile/ e-mail id will also be treated as an official communication (details will be intimated through supply order)**

53. **Renewal and Extension of Rate Contract:** The rate contracts may be extended, for a period of **twelve months** with same terms and conditions with the consent of the rate contract holders. The period of such extension generally will not be more than six months. Also, while extending the existing rate contracts, it will be ensured that the price trend is not lower.

#### **PART V – EVALUATION CRITERIA & PRICE BID ISSUES**

54. **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) Determination of L-1 will be done on total price of individual item **OR** collective items (i.e., **Rate contract for Barber Services** as per the rate (including levies, taxes and duties levied by Central / State / Local governments such as excise duty, GST, Service Tax, Octroi / entry tax, etc., on final product of all items / requirements as mentioned in Appendix-B).
- (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 excise duty 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 placement 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.
- (f) L1 Will be decided on the total rate arrived by multiplying the individual rate quoted for each item by the approximate unit required as mentioned in Appendix B. The price arrived so will be the total bid amount for the entire Package. However, the Tender accepting authority reserves right to decide on the methodology of evaluation. Eligibility criteria strictly observed.

(g) **Price Bid Format:** Bidders are required to fill Price Bid Format (**Appendix B**) correctly with full details, sign with firms stamp on all pages of commercial bid.

55. Vendors are requested to carry out calculations in commercial bid form carefully. The Principal Sainik School Bijapur reserves the right to amend/correct any wrongly calculated totals.

56. It is mandatory to fill the cost of each and every item in price bid format. If the rates of any item remain unfilled then the price bid will be rejected.

57. The Principal Sainik School Bijapur 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.

Sd/x-x-x-x  
Administrative Officer  
Sainik School Bijapur

**APPENDIX-A**  
(Refer Part-I, Part-II Part V of RFP)

**BIDDERS INFORMATION**  
**(THE ENTIRE FIELDS ARE MANDATORY)**

1.	Name and Complete Office Address of the Firm			
2.	Name & Designation of Authorized Person			
3.	Phone/ Mobile No:		Email:	
4.	Nature of the Firm (Proprietary/ Partnership)			
5.	GST No		PAN No	
6.	Nature of Business (Trader/ Dealer/ Supplier/ Processor or authorized agent)			
7.	Details of Registration Certificate		(MSME /NSIC/ any other Govt Dept)	
	(a) Name of the Department registered with			
	(b) Date of Registration & Validity			
8.	<del>FSSAI Certificate (For Fresh/ Dry Ration)</del>			
9.	Bank Detail/ Bank Name		(b) Bank Address	
	(c) Account Number		(d) IFSC Code	
10.	(a) EMD Amt Rs		(b) DD/BG No	
	(c) DD/BG Date		(d) Issuing Bank/ Branch	
11.	Bidder Turnover Certificate			
12.	Latest IT returns of previous years			
13.	GST Return for last one year having minimum returned filed of Rs 05 Lakhs (as applicable)			

14. Past Performance / Experience Details

Sl. No	Period		Organization	Details of Services provided	Contract Amt (Rs)
	From	To			
(a)					
(c)					
(d)					
(e)					
(f)					

**Note:** Enclose photocopy of all the above said documents, duly self-attested required for Technical Bid.

**DECLARATION**

1. I hereby certify that the information furnished above is true and correct to the best of my/ our knowledge. I understand that in case any deviation is found in the above statement at any stage, I /we will be blacklisted and will not have any dealing with the Department in future.

2. This is to certify that \_\_\_\_\_ and \_\_\_\_\_ is my official mobile number & my official e-mail id. Any communication done by the buyer on these above said mobile number /e-mail through buyer official mobile/e- mail will be treated as an official communication. Buyer reserves the rights to produce these communications during legal proceedings as a form of legal communication from buyer.

Date : \_\_\_\_\_

Signature of Contractor \_\_\_\_\_

**COMMERCIAL BIDS FOR**  
**RATE CONTRACT OF BARBER SERVICES**  
**FOR PERIOD OF ONE YEAR AT SAINIK SCHOOL BIJAPUR**

1. I, hereby submit the quote **Rate Contract for Barber Services**, for the period one year as specified in the underwritten schedule in the manner in which and within the same prescribed at the rates given below. The quotation furnished in the schedule is subject to the condition set forth in the tender note and tender form received by me.

2 In case of my tender being accepted, and I/ We coming into an agreement with Adm Officer, Sainik School, Bijapur. I/ We hereby agree and promise to pay an amount of 05% of total value as Security Deposit in the form of nationalized bank demand draft/ Performance Bank Guarantee drawn in favour of the Principal, Sainik School, Bijapur within first 10 days of the contract agreement for the purpose of faithful performance of the contract agreement. I/ We also agree to have our Security Deposit forfeited to Sainik School, Bijapur in case of:

(a) My/ Our failure to undertake the contract for the items accepted by Adm Officer, Sainik School, Bijapur.

(b) For unfaithful performance of the contract agreement under any clause as specified in the contract agreement.

3. 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).

**RATE CONTRACT FOR BARBER SERVICES**

4. Rate for boys Haircuts Rs. \_\_\_\_\_ per cut per boy.

**Terms & Conditions**

5. Room for Barber shop will be provided by School and Minimum two haircuts will be given to each cadet every month (640 cadets). Accordingly, requisite number of barbers may be deployed.

6. **Timing** (a) Working Days 1400 hrs to 1630 hrs  
(b) Sunday/ Holidays 0800 hrs to 1300 hrs & 1430 hrs to 1730 hrs

7. Proper record of haircuts of all cadets will be maintained and submitted along with monthly bill duly signed by the respective cadets and ward boys.

8. Bill to be submitted on monthly basis to QM Section in duplicate.

Place: \_\_\_\_\_

Signature of Contractor

Date: \_\_\_\_\_2024

Name of the Contractor \_\_\_\_\_

## **GENERAL TERMS CONDITIONS**

1. EPF and ESI contribution to be paid for personnel employed by bidder shall be the responsibility of the bidder.
2. The contractor should be an income tax payee, should be registered with State /Central Labour Commissioner, EPF authority and also be service tax payer. He shall mention PAN No., EPF Registration No., ESI Registration No. and Service Tax Payee No. while applying for the tender.
3. The barber persons deployed should be qualified in performing such services as per the eligibility criteria indicated for each category.
4. The persons supplied by the Agency should not have any Police records/criminal cases against them. The Agency should make adequate enquiries about the character and antecedents of the persons whom they are recommending. The character and antecedents of persons will be verified by the Contractor before their deployment through local police, collecting proofs of residence, driving license, bank account details, previous work experience and recent photograph and a certification to this effect submitted to this office. The contractor will also ensure that the personnel deployed are medically fit and will keep in record a certificate of their medical fitness. The Contractor shall withdraw such employees who are not found suitable by the office for any reasons immediately on receipt of such a request.
5. The contractor shall engage necessary persons as required by this office. The deployment/arrangement of the personnel should be in such a manner that there shall be no violations of any leave rules and weekly off days. The bidder will have to bear cost of providing personnel for this work load/ duty hours or weekly off. The said persons engaged by the contractor shall be the employee of the contractor and it shall be the duty of the contractor to pay their salary every month, as agreed upon.
6. There is no Master and Servant relationship between the employees of the contractor and this office and further that the said person of the contractor shall not claim any absorption in this office.
7. The personnel employed by the contractor shall not divulge or disclose to any person, any details of office, operational process, technical know-how, security arrangements and administrative / organizational matters as all are of confidential/secret nature.
8. The personnel employed by the contractor should be polite, cordial, positive and efficient, while handling the assigned work. The contractor shall be responsible for any act of indiscipline on the part of persons deployed by him. The agency shall be bound to prohibit and prevent any of their employees from being intoxicated while on duty, trespassing or acting in any detrimental or prejudicial to the interest of this office. The decision of the officer I/C upon any matter arising under the clause shall be final and binding on the agency.
9. The functional control over the personnel deployed by the Agency will rest with this office and the disciplinary administrative / Technical control will be with the Agency.
10. This office may require the contractor to dismiss or remove from the site of work, any person or persons, employed by the service provider, who may be incompetent or for his/ her/their misconduct and the contractor shall forthwith comply with such requirements. The Contractor shall replace immediately any of its personnel, if they are unacceptable to this office because of security risk, incompetence, conflict of interest and breach of confidentiality or improper conduct upon receiving written notice from office.
11. The contractor has to provide Photo Identity Cards to the persons employed by him/her for carrying out the work. These cards are to be constantly displayed & their loss reported immediately.
12. The transportation, food, medical and other statutory requirements in respect of each personnel of the contractor shall be the responsibility of the service provider.
13. Payments to the contractor would be strictly on certification by the officer with whom he is attached that his services were satisfactory and attendance as per the bill preferred by the service provider.
14. The contractor will provide the required personnel for a shorter period also, in case of any exigencies as per the requirement of this office.

15. The contractor shall provide a substitute well in advance if there is any probability of the person leaving the job due to his/her own personal reasons. The payment in respect of the overlapping period of the substitute shall be the responsibility of the service provider.

16. The contractor shall be contactable at all times and messages sent by phone /e-mail/fax/special messenger from this office shall be acknowledged immediately on receipt on the same day. The Contractor shall strictly observe the instructions issued by the School in fulfilment of the contract from time to time.

17. That the Contractor on its part and through its own resources shall ensure that the goods, materials and equipments etc. are not damaged in the process of carrying out the services undertaken by it and shall be responsible for acts of commission and omission on the part of its staff and its employees etc. If this office suffers any loss or damage on account of negligence, default or theft on the part of the employees/agents of the agency, then the agency shall be liable to reimburse to this office for the same. The agency shall keep this office fully indemnified against any such loss or damage. Any accident/ casualty occurred during the course of working to any staff engaged by the Agency; the responsibility will remain with the Agency. For any accident or casualty occurred during the course of working to any staff deployed by the Agency, the liability that will arise out of the accident will be borne by the Agency. The responsibility will remain with Agency and this office will no way be responsible for it or any other clause mentioned above.

18. This office will maintain an attendance register in respect of the staff deployed by the agency on the basis of which wages/remuneration will be decided in respect of the staff at the approved rates. The register has to be put up to Administrative officer on daily basis.

19. The successful bidder will enter into an agreement with this office for the offer of services on these terms and conditions on non-judicial Rs. 100/- stamp paper. The above stamp paper will be arranged by the bidder for execution of agreement.

20. The contractor shall not assign, transfer, pledge or sub contract the services without the prior written consent of this office.

21. The agreement can be terminated by either party by giving one month's notice in advance. If the agency fails to give one month's notice in writing for termination of the Agreement then one month's wages etc and any amount due to the Contractor from the office shall be forfeited.

22. That on the expiry of the agreement as mentioned above, the agency will withdraw all its personnel and clear their accounts by paying them all their legal dues. In case of any dispute on account of the termination of employment or non-employment by the personnel of the agency, it shall be the entire responsibility of the agency to pay and settle the same.

23. The bidders shall have to obtain the required license from the licensing authority of respective Department/Circle/Division/Other units before deployment of personnel in this office.

24. The personnel employed by the contractor shall not claim any benefit/ compensation/ absorption/ regularization of services from/ in this office under the provision of Industrial Disputes Act., 1947 or Contract Labour (Regulation & Abolition) Act, 1970. Undertaking from the persons to this effect shall be submitted by the contractor to this office.



No SSBJ/936/QM/AT

07 Feb 2024

**REQUEST FOR PROPOSAL (RFP) FOR  
RATE CONTRACT OF LAUNDRY (DHOBI) SERVICES**

**INSTRUCTIONS TO BIDDERS**

Sir/Madam,

1. On behalf of the President of India, the sealed tenders (**Two Bid**) are invited from the reputed and experienced firms for **Rate Contract for Laundry Services.**

2. 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.

3. The address and contact numbers for seeking clarifications regarding this are RFP given below:

- |     |  |   |  |
|-----|--|---|--|
| (a) | <b>Bids/ queries to be address to</b>            | : | Principal, Sainik School Bijapur   |
| (b) | <b>Name/designation of the Contact personnel</b> | : | Administrative Officer<br>Sainik School Bijapur                                    |
| (c) | <b>Telephone Nos of the contact Personnel</b>    | : | 08352-270638   |
| (d) | <b>E-mail IDs of contact personnel</b>           | : | <a href="mailto:ssbijapur@sainikschool.society">ssbijapur@sainikschool.society</a> |

4. This RFP divided into five parts following:

- (a) **Part-I** Contains General information and instructions for the bidders about the RFP such as the time, place of submission & opening of tenders, validity period of tenders etc.,
- (b) **Part-II** Contains essential details of items/ services required, such as the schedule of requirements (SOR), Technical Spec, Delivery period, Mode of Delivery & 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.

5. This RFP is being issued with no financial commitment and the Buyer reserves the right to change 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.

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

Sd/x-x-x-x  
Administrative Officer  
Sainik School Bijapur

7. 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.

Signature of Contractor

Date:

Name of the Contractor

## **PART I – GENERAL INFORMATION**

1. Important date and time for depositing the Bids. Critical data sheet of dates in respect of tender is as follows

<b>Sr</b>	<b>Event</b>	<b>Date</b>	<b>Time</b>
(a)	Published Date	07 Feb 2024	1000 Hrs
(b)	Clarification end date	12 Feb 2024	1300 Hrs
(c)	<del>Pre-Bid Meeting</del>	<del>12 Feb 2024</del>	<del>1100 Hrs</del>
(d)	<del>Sample submission for dry ration</del>	<del>12 Feb 2024</del>	<del>1100 Hrs</del>
(e)	Bid submission start date	07 Feb 2024	1800 Hrs
(f)	Bid submission end date	17 Feb 2024	1700 Hrs
(g)	Technical Bid Opening Date Online	19 Feb 2024	1130 Hrs

**Note:** (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).

2. **MANNER OF DEPOSITING THE BIDS:** The details of manner of depositing the bids are as follows (Online Submission: Bidding should be done through e-procurement):

(a) **Technical Bid:** Documents as mentioned in Appendix-A should be uploaded in the technical bid format as in e-procurement portal. The original documents must be produced in person for verification on the day of opening the tech bid.

(b) **Financial Bid:** The rate quoted in the price schedule shall be inclusive of all the costs such as cost of food materials, procuring, packaging, transportation, delivering, loading and unloading including service tax levied by the State/ Central Govt., GST applicable etc., complete inclusive of all charges to the destination to Principal, Sainik School Bijapur.

3. **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.

4. **Modification and Withdrawal of Bids:** As per e-procurement portal.

5. **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.

6. **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/ prevailing market rates will be rejected outrightly.

7. **Validity of Bids:** The Bids should remain valid till **90 Days** from the last date of submission of the Bids.

8. **Tender Form Fees:** As per e-procurement portal.

9. **Earnest Money Deposit** Bidders are required to submit 02% Earnest Money Deposit (EMD) As per e-procurement portal.

10. 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 05% 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. **Bids shall not be considered, in case, the EMD is not submitted along with the Technical Bid.**

11. 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.

12. The Officer(s) operating the contract will be indicated in the supply order.

13. These instruction on "Invitation of Bid" are to be signed by you & returned along with your bids.

14. **Contact Person:** Telephone /Cell/Fax numbers are to clearly endorsed in the application along with the particulars of the Proprietor and authorized person to be contacted for official correspondence.

## **PART-II DETAILS OF ITEMS/ SERVICES REQUIRED**

15. **Scope of Work.** The minimum specified Scope of Work (SoW) to be undertaken by the bidder for '**Outsourcing of Laundry Services at Sainik School Bijapur**' and is to be performed as per the specifications and conditions mentioned in different parts of this document and further amendments, if any, issued in this regard and the Contract to be signed by the successful bidder, subsequently.

16. **List/ details of the items/ services required is as follows:-**

(a) The contractor has to provide Washing and Ironing services to approx 650 cadets at Sainik School Bijapur premises (**Which includes dry cleaning of winter clothing**). The washing and ironing services will be required to be provided as and when required.

(b) **Provision of minimum two (02) Washing and Ironing Services per week for all the cadets** for approx 650 Cadets' Clothing. Soiled clothes will be collected from the Cadets and washed and ironed when delivered back to them under arrangements of the Contractor.

(c) **Provision of Washing and Ironing Services** for items mentioned in Appx-B i.e linen & table cover and Napkins and other items duly starched from as and when required the Cadets' Mess / Sports / QM Store / Main Office / MI Room and other sections. Collection and delivery to be under arrangements of the Contractor.

(d) The term 'Washing Services' includes washing of the garment/ cloth/ linen/ sportswear using best quality detergent soap and chemicals for drying and ironing. It also encompasses Dry Cleaning & Ironing of woolen items. List of clothing authorised to be washed and ironed are attached **Appendix 'B'**.

(e) **Equipment/ Machinery/ Items required under this contract:** All such machineries/ Equipment's had already been installed by school at the site allocated for execution of the Washing Services. The repair/ replacement of unserviceable machinery/ equipment will be done within 24 hours of its failure by the vendor.

(i)	Washing Machine Capacity	: 50 Kgs	02 Nos
(ii)	Hydro Extractor Capacity	: 30 Kgs	02 Nos
(iii)	Washing Machine Capacity	: 20 Kg	02 Nos
(iv)	Hydro Extractor Capacity	: 15 Kg	02 Nos
(v)	Vacuum Ironing Table size	: 130 x 80cms	04 Nos
	With Steam Iron	: 2128 Press	
(vi)	Electrical Boiler / Generator 4 Table Capacity		01 Nos
(vii)	Trolley	: Dimensions: 36"x24"x27"	04 Nos
		Wheel : 6 inches dia caster wheels	

(f) Two large buildings electrified for storing and pressing of clothes. Each building has one large hall and a big Room with shelves fitted. Hall may also be used for drying Purpose during inclement weather. Premises is having water facilities and large compound for drying clothes after washing (if required)

(g) **Manpower/vehicles.**

- (i). The contractor may assess the quantum of work involved in the contract and deploy sufficient manpower as required.
- (ii). The contractor is responsible to provide required vehicles to collect/ delivery of clothing items.

(h) **Delivery/ Commencement Period.** The washing services contract would commence from **the date of signing of the contract**. Please note that the supply order/contract can be cancelled unilaterally by the Buyer in case the services are not provided within the stipulated period.

17. Vendors are required to submit essential details in respect of their firms/ company as per **Appendix 'A'** of this RFP for technical evaluation.

18. **The total quantity required in the schedule (Appendix 'B')** 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**

19. 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.

20. **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.

21. **Effective Date of the Contract:** The contract shall come into effect from **01 March 2024** 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.

22. **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. Principal Sainik School Bijapur 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.

23. **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 offers 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.

24. **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.

25. **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.

26. **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.

27. **Liquidated Damages:** NA

28. **Termination of Contract:** Failure to comply with the rules and regulation will lead to warning and 3 continues warning will lead to termination of contract

29. **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/e-mail or registered pre-paid mail/airmail, addressed to the last known address of the party to whom it is sent.

30. **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.

31. **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.

32. **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 entertained 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**

33. 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.

34. **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 **05%** of the contract value within 30 days award of contract. Performance Bank Guarantee should be valid upto to 60 days beyond the date of completion of contract. The specimen of PGB is given in form DPM-15 (Available in MoD website and can be provided on request).

35. **Option Clause:** NA

36. **Tolerance Clause:** NA

37. **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 cheque 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 & 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 the School by cheque.
- (c) It is mandatory to the supplier/ vendor to submit their PAN details, Canceled Cheque and NEFT details for making of payments through ECS/EFT mechanism instead of payment through cheque by The Principal Sainik School Bijapur.

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

39. **Paying Authority.** The process of bills of successful tender will be made by the Principal Sainik School Bijapur and payment will be made by Budget head of Dietary Charges of Sainik School Bijapur. Bills to be submitted by the vendor within seven days of supply.

40. **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 cheque 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)
- (e) Any other document/Certificate that may be provided for in the Supply Order/ Contract.
- (f) **Payment will be made against each staggered supply order within 15 days of supply of items as per actual supply received and against invoice submitted by the supplier.**

41. **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.

42. **Risk & Expense Clause:** Should the services not be provided within the time or times specified in the contract documents i.e. beyond 48 hours, or if unsatisfactory work is done, the Buyer shall after granting the Seller seven days to cure the breach, be at liberty, without prejudice to the right to recover liquidated damages/penalty as a remedy for breach of contract, to declare the contract as cancelled either wholly or to the extent of such default.

- (a) Should the stores thereof not perform in accordance with the specifications / parameters provided by the SELLER during the check proof tests to be done in the Buyer's country, the BUYER shall be at liberty, without prejudice to any other remedies for breach of contract, to cancel the contract wholly or to the extent of such default.
- (b) In case of a material breach that was not remedied within 2 (Two) hours, the BUYER shall, having given the right of first refusal to the SELLER be at liberty to purchase or procure from any other source as he thinks fit, other stores of the same or similar description to make good: -
  - (i) Such default.
  - (ii) In the event of the contract being wholly determined the balance of the stores remaining to be delivered there under.
- (c) Any excess of the purchase price or value of any stores procured from any other supplier as the case may be, over the contract price appropriate to such default or balance shall be recoverable from the SELLER. 100% recovery will be made from SELLER.

43. In case of a material breach that was not remedied within 07 days, the BUYER shall, having given the right of first refusal to the SELLER be at liberty to outsource the services from any other source as he thinks fit, to make good:-

- (a) Such default.
- (b) In the event of the contract being wholly determined, the balance of the work remaining to be completed there under.

44. Any excess of the service price/charges, outsourced from any other supplier as the case may be, over the contract price appropriate to such default or balance shall be recoverable from the SELLER.

45. **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.

46. **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 - Issue of show cause notice & 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

47. **Quality:** NA

48. **Quality Assurance:** NA

49. **Inspection Authority:** NA

50. **Claim:** NA

51. NA

52. **Any communication from buyer through SMS/ e-mail from authorized mobile/ e-mail id will also be treated as an official communication (details will be intimated through supply order)**

53. **Renewal and Extension of Rate Contract:** The rate contracts may be extended, for a period of **twelve months** with same terms and conditions with the consent of the rate contract holders. The period of such extension generally will not be more than six months. Also, while extending the existing rate contracts, it will be ensured that the price trend is not lower.

#### **PART V – EVALUATION CRITERIA & PRICE BID ISSUES**

54. **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) Determination of L-1 will be done on total price of individual item **OR** collective items (i.e., **Rate contract for Dhobi Services** as per the rate (including levies, taxes and duties levied by Central / State / Local governments such as excise duty, GST, Service Tax, Octroi /entry tax, etc., on final product of all items / requirements as mentioned in Appendix-B).
- (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 excise duty 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 placement 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.

(f) L1 Will be decided on the total rate arrived by multiplying the individual rate quoted for each item by the approximate unit required as mentioned in Appendix B. The price arrived so will be the total bid amount for the entire Package. However, the Tender accepting authority reserves right to decide on the methodology of evaluation. Eligibility criteria strictly observed.

(g) **Price Bid Format:** Bidders are required to fill Price Bid Format (**Appendix B**) correctly with full details, sign with firms stamp on all pages of commercial bid.

55. Vendors are requested to carry out calculations in commercial bid form carefully. The Principal Sainik School Bijapur reserves the right to amend/correct any wrongly calculated totals.

56. It is mandatory to fill the cost of each and every item in price bid format. If the rates of any item remain unfilled then the price bid will be rejected.

57. The Principal Sainik School Bijapur 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.

Sd/x-x-x-x  
Administrative Officer  
Sainik School Bijapur

**APPENDIX-A**  
(Refer Part-I, Part-II Part V of RFP)

**BIDDERS INFORMATION**  
**(THE ENTIRE FIELDS ARE MANDATORY)**

1.	Name and Complete Office Address of the Firm			
2.	Name & Designation of Authorized Person			
3.	Phone/ Mobile No:		Email:	
4.	Nature of the Firm (Proprietary/ Partnership)			
5.	GST No		PAN No	
6.	Nature of Business (Trader/ Dealer/ Supplier/ Processor or authorized agent)			
7.	Details of Registration Certificate		(MSME /NSIC/ any other Govt Dept)	
	(a) Name of the Department registered with			
	(b) Date of Registration & Validity			
8.	<del>FSSAI Certificate (For Fresh/ Dry Ration)</del>			
9.	Bank Detail/ Bank Name		(b) Bank Address	
	(c) Account Number		(d) IFSC Code	
10.	(a) EMD Amt Rs		(b) DD/BG No	
	(c) DD/BG Date		(d) Issuing Bank/ Branch	
11.	Bidder Turnover Certificate			
12.	Latest IT returns of previous years			
13.	GST Return for last one year having minimum returned filed of Rs 05 Lakhs (as applicable)			

14. Past Performance / Experience Details

Sl. No	Period		Organization	Details of Services provided	Contract Amt (Rs)
	From	To			
(a)					
(c)					
(d)					
(e)					
(f)					

**Note:** Enclose photocopy of all the above said documents, duly self-attested required for Technical Bid.

**DECLARATION**

1. I hereby certify that the information furnished above is true and correct to the best of my/ our knowledge. I understand that in case any deviation is found in the above statement at any stage, I /we will be blacklisted and will not have any dealing with the Department in future.

2. This is to certify that \_\_\_\_\_ and \_\_\_\_\_ is my official mobile number & my official e-mail id. Any communication done by the buyer on these above said mobile number /e-mail through buyer official mobile/e- mail will be treated as an official communication. Buyer reserves the rights to produce these communications during legal proceedings as a form of legal communication from buyer.

Date : \_\_\_\_\_

Signature of Contractor \_\_\_\_\_

**COMMERCIAL BIDS FOR**  
**RATE CONTRACT OF LAUNDRY SERVICES**  
**FOR PERIOD OF ONE YEAR AT SAINIK SCHOOL BIJAPUR**

1. I, hereby submit the quote **Rate Contract for Laundry Services**, for the period one year as specified in the underwritten schedule in the manner in which and within the same prescribed at the rates given below. The quotation furnished in the schedule is subject to the condition set forth in the tender note and tender form received by me.

2 In case of my tender being accepted, and I/ We coming into an agreement with Adm Officer, Sainik School, Bijapur. I/ We hereby agree and promise to pay an amount of 05% of total value as Security Deposit in the form of nationalized bank demand draft/ Performance Bank Guarantee drawn in favour of the Principal, Sainik School, Bijapur within first 10 days of the contract agreement for the purpose of faithful performance of the contract agreement. I/ We also agree to have our Security Deposit forfeited to Sainik School, Bijapur in case of:

(a) My/ Our failure to undertake the contract for the items accepted by Adm Officer, Sainik School, Bijapur.

(b) For unfaithful performance of the contract agreement under any clause as specified in the contract agreement.

3. 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).

**RATE CONTRACT FOR LAUNDRY SERVICES**

4. Details of Laundry Services is as follows :

SI No	Item	Rate Per Pc (in Rs)
1	<b>Monthly Rate</b> for 2 washes per week per boy consisting of all School Khaki Uniform, Shorts, Track Suit, Counterpane, Bedsheets, T Shirt, Mosquito Nets, Private clothing, NCC uniform except Blanket / Woollen Jerseys (Max 15 Pcs per wash)	
2	Dry Cleaning and pressing of Woollen Coats	
3	Cleaning of Woollen Jerseys in Gentle Liquid	
4	Cleaning of Berets in Petrol and Pressing	
5	<b>Mess</b> Apron and Cap – Cotton	
6	<b>Employee</b> - Uniform - Terrycot / Polyester	
7	<b>SPORTS ITEMS</b> Sports Shirt, Sport Banians, Karate Dress, Sports Half Pant, Wrist Band Per pair, Finger tips / finger band per pair, Wrist Band, Hand Gloves Per Pair & Jersey	
8	<b>EQUITATION ITEMS</b> Saddle Cover, Udlak, Turs, Chest Cover, Caps	
9	<b>NCC CLOTHES</b> - (Charged if these are given directly by NCC) Khaki Shirt (Cotton), Khaki Drill Shorts	
10	<b>MISCELLANEOUS ITEMS</b>	
	Bed Sheet White / Counterpane	
	Towels Turkish	
	Pillow Covers	
	Mosquito Nets	
	Blankets	
	Napkins	
	Table Cloth	
	Door / Window Curtains	
	Durry (Small/ Medium/ Big)	
	Covers (Chair / Sofa / Van / Jeep / Car / Teapoy/ Seat / Side Covers)	
	Flags (National / School )	
	Canopy	
	Track Suit	

8. Bill to be submitted on monthly basis to QM Section in duplicate.

Place: \_\_\_\_\_

Signature of Contractor

Date: \_\_\_\_\_ 2024

Name of the Contractor

\_\_\_\_\_

## **GENERAL TERMS CONDITIONS**

1. EPF and ESI contribution to be paid for personnel employed by bidder shall be the responsibility of the bidder.
2. The contractor should be an income tax payee, should be registered with State /Central Labour Commissioner, EPF authority and also be service tax payer. He shall mention PAN No., EPF Registration No., ESI Registration No. and Service Tax Payee No. while applying for the tender.
3. The Laundry persons deployed should be qualified in performing such services as per the eligibility criteria indicated for each category.
4. The persons supplied by the Agency should not have any Police records/criminal cases against them. The Agency should make adequate enquiries about the character and antecedents of the persons whom they are recommending. The character and antecedents of persons will be verified by the Contractor before their deployment through local police, collecting proofs of residence, driving license, bank account details, previous work experience and recent photograph and a certification to this effect submitted to this office. The contractor will also ensure that the personnel deployed are medically fit and will keep in record a certificate of their medical fitness. The Contractor shall withdraw such employees who are not found suitable by the office for any reasons immediately on receipt of such a request.
5. The contractor shall engage necessary persons as required by this office. The deployment/arrangement of the personnel should be in such a manner that there shall be no violations of any leave rules and weekly off days. The bidder will have to bear cost of providing personnel for this work load/ duty hours or weekly off. The said persons engaged by the contractor shall be the employee of the contractor and it shall be the duty of the contractor to pay their salary every month, as agreed upon.
6. There is no Master and Servant relationship between the employees of the contractor and this office and further that the said person of the contractor shall not claim any absorption in this office.
7. The personnel employed by the contractor shall not divulge or disclose to any person, any details of office, operational process, technical know-how, security arrangements and administrative / organizational matters as all are of confidential/secret nature.
8. The personnel employed by the contractor should be polite, cordial, positive and efficient, while handling the assigned work. The contractor shall be responsible for any act of indiscipline on the part of persons deployed by him. The agency shall be bound to prohibit and prevent any of their employees from being intoxicated while on duty, trespassing or acting in any detrimental or prejudicial to the interest of this office. The decision of the officer I/C upon any matter arising under the clause shall be final and binding on the agency.
9. The functional control over the personnel deployed by the Agency will rest with this office and the disciplinary administrative / Technical control will be with the Agency.
10. This office may require the contractor to dismiss or remove from the site of work, any person or persons, employed by the service provider, who may be incompetent or for his/ her/their misconduct and the contractor shall forthwith comply with such requirements. The Contractor shall replace immediately any of its personnel, if they are unacceptable to this office because of security risk, incompetence, conflict of interest and breach of confidentiality or improper conduct upon receiving written notice from office.
11. The contractor has to provide Photo Identity Cards to the persons employed by him/her for carrying out the work. These cards are to be constantly displayed & their loss reported immediately.
12. The transportation, food, medical and other statutory requirements in respect of each personnel of the contractor shall be the responsibility of the service provider.
13. Payments to the contractor would be strictly on certification by the officer with whom he is attached that his services were satisfactory and attendance as per the bill preferred by the service provider.
14. The contractor will provide the required personnel for a shorter period also, in case of any exigencies as per the requirement of this office.

15. The contractor shall provide a substitute well in advance if there is any probability of the person leaving the job due to his/her own personal reasons. The payment in respect of the overlapping period of the substitute shall be the responsibility of the service provider.

16. The contractor shall be contactable at all times and messages sent by phone /e-mail/fax/special messenger from this office shall be acknowledged immediately on receipt on the same day. The Contractor shall strictly observe the instructions issued by the School in fulfilment of the contract from time to time.

17. That the Contractor on its part and through its own resources shall ensure that the goods, materials and equipments etc. are not damaged in the process of carrying out the services undertaken by it and shall be responsible for acts of commission and omission on the part of its staff and its employees etc. If this office suffers any loss or damage on account of negligence, default or theft on the part of the employees/agents of the agency, then the agency shall be liable to reimburse to this office for the same. The agency shall keep this office fully indemnified against any such loss or damage. Any accident/ casualty occurred during the course of working to any staff engaged by the Agency; the responsibility will remain with the Agency. For any accident or casualty occurred during the course of working to any staff deployed by the Agency, the liability that will arise out of the accident will be borne by the Agency. The responsibility will remain with Agency and this office will no way be responsible for it or any other clause mentioned above.

18. This office will maintain an attendance register in respect of the staff deployed by the agency on the basis of which wages/remuneration will be decided in respect of the staff at the approved rates. The register has to be put up to Administrative officer on daily basis.

19. The successful bidder will enter into an agreement with this office for the offer of services on these terms and conditions on non-judicial Rs. 100/- stamp paper. The above stamp paper will be arranged by the bidder for execution of agreement.

20. The contractor shall not assign, transfer, pledge or sub contract the services without the prior written consent of this office.

21. The agreement can be terminated by either party by giving one month's notice in advance. If the agency fails to give one month's notice in writing for termination of the Agreement then one month's wages etc and any amount due to the Contractor from the office shall be forfeited.

22. That on the expiry of the agreement as mentioned above, the agency will withdraw all its personnel and clear their accounts by paying them all their legal dues. In case of any dispute on account of the termination of employment or non-employment by the personnel of the agency, it shall be the entire responsibility of the agency to pay and settle the same.

23. The bidders shall have to obtain the required license from the licensing authority of respective Department/Circle/Division/Other units before deployment of personnel in this office.

24. The personnel employed by the contractor shall not claim any benefit/ compensation/ absorption/ regularization of services from/ in this office under the provision of Industrial Disputes Act., 1947 or Contract Labour (Regulation & Abolition) Act, 1970. Undertaking from the persons to this effect shall be submitted by the contractor to this office.