

Tele/Fax No : 01281- 298751  
 Email : [ssrewari@sainikschoolsociety.in](mailto:ssrewari@sainikschoolsociety.in)

Sainik School Rewari  
 Vill- Gothra Distt-Rewari  
 Haryana-123102

No SSRW/QM/507/ (RFP Regt Shop)

26 Dec 2023

M/S.....

.....

(Name of the Firm)



## SAINIK SCHOOL REWARI

VILL - GOTHRA, DISTT – REWARI, PIN – 123102 (HARYANA)

### **Invitation of Bids for “Running of School Cafeteria”**

#### **Request for Proposal (RFP)**

1. Bids in sealed cover are invited for **Running of School Cafeteria**. Please superscribe the above mentioned Title, RFP number and date of opening of the Bids on the sealed cover to avoid the Bid being declared invalid.
2. The address and contact numbers for sending Bids or seeking clarifications regarding this RC/ Tender Document are given below -

- |     |   |   |
|-----|---|---|
| (a) | Bids/queries to be addressed to:            | <b>Principal</b>  |
| (b) | Postal address for sending the Bids:        | <b>Sainik School Rewari, Vill- Gothra<br/>Distt - Rewari, PIN – 123102<br/>(Haryana)</b>    |
| (c) | Name/designation of the contact personnel:  | <b>Adm Offr, Sainik School Rewari</b>   |
| (d) | Telephone numbers of the contact personnel: | <b>01281-298751</b>   |
| (e) | E-mail ids of contact personnel:            | <b><a href="mailto:ssrewari@sainikschoolsociety.in">ssrewari@sainikschoolsociety.in</a></b> |
| (f) | Fax number:                                 | <b>01281-298751</b>   |

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

(a) Part I – Contains General Information and Instructions for the Bidders about the RC/ Tender Document such as the time, place of submission and opening of tenders, Validity period of tenders, etc.

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

(c) Part III – Contains Standard Conditions of RC/ Tender Document, which will form part of the Contract with the successful Bidder.

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

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

4. This RFP is being issued with no financial commitment and the Buyer reserves the right to change or vary any part thereof at any stage. Buyer also reserves the right to withdraw the RC/ Tender Document, should it become necessary at any stage.

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

With warm regards.

Yours sincerely,



(Avinash Kumar)  
Major  
Adm Officer  
for Principal

Date- Jan 2024

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

Date: Jan 2024

\_\_\_\_\_  
Signature of Tenderer/ Contractor

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

## **PART I – GENERAL INFORMATION**

1. **Last date and time for depositing the Bids:** **1030 hrs on 13 Jan 2024**

The Bid should be deposited/reach by the due date and time. The responsibility to ensure this lies with the Bidder.

2. **Manner of Depositing the Bids.** Bids should be submitted by Bidders under their original memo / letter pad inter alia furnishing details like GST, TIN number, VAT/CST number, Bank details (account number, IFSC/MICR code and address) for Electronic Fund Transfer, etc with complete postal & e-mail address of their office. The manual sealed Bids (both technical and Commercial) should be either dropped in the RFP Box kept at the Sainik School Rewari. Any Bid sent by registered post/Speed Post shall be rejected straightway. The responsibility to ensure this lies with the Bidder. The bids must be deposited/sent in the following manner :-

(a) **Both technical and commercial bids are to be sealed and waxed in separate envelopes** and both envelopes are sealed in an outer envelope sealed and waxed to be dropped in the tender box kept in the premises of Sainik School Rewari. Late bids will not be accepted.

(b) **EMD should be attached along with the technical bid in the sealed envelope and not with commercial bid.**

(c) Both the envelopes should be **clearly marked as Technical or Commercial bid** with description of items/services.

(d) The responsibility to ensure this lies with the bidder.

(e) Late bids will not be considered. Also, Bids sent by FAX or e-mail will not be considered.

(f) The bid envelopes should be clearly marked as **“BIDS FOR FINALISATION OF RATE CONTRACT FOR CAFETERIA SERVICES FOR THE YEAR 2023-24.”**

3. **Time and date for opening of Bids:** **1130 hrs on 15 Jan 2024** (if due to any exigency, the due date for opening of the Bids is declared a closed holiday, the Bids will be opened on the next working day at the same time or on any other day/time, as intimated by the Buyer).

4. **Location of the Tender Box:** **Office of the Adm Offr,  
Sainik School Rewari, Vill- Gothra Distt -  
Rewari, PIN - 123102(Haryana)**

5. **Place of opening of the Bids:** **Conference Hall  
Sainik School Rewari, Vill- Gothra Distt -  
Rewari, PIN - 123102(Haryana)**

6. The bidders may depute their representatives, duly authorized in writing, to attend the opening of bids on the due date and time. Rates and important Commercial / technical clauses quoted by all Bidders will be read out in the presence of the representatives of all the Bidders. This event will not be postponed due to non-presence of your representative.

7. **The Bidders have to fill up the RFP which also includes Appx 'A' mentioning all the required information sought by the School and sign all the pages before submitting the RFP, failing which RFP may be treated as cancelled.**
8. **Forwarding of Bids:** Bids should be forwarded by Bidders under their original memo / letter pad inter alia furnishing all details mentioned in **Appendix "A"**.
9. **Clarification regarding contents of the RFP:** A prospective bidder who requires clarification regarding the contents of the bidding documents shall notify to the Buyer in writing about the clarifications sought not later than 3 (three) days prior to the date of opening of the Bids. Copies of the query and clarification by the Buyer will be sent to all prospective bidders who have received the bidding documents.
10. **Modification and Withdrawal of Bids:** A bidder may modify or withdraw his bid after submission provided that the written notice of modification or withdrawal is received by the customer prior to deadline prescribed for submission of bids. A withdrawal notice may be sent by mail but it should be followed by a signed confirmation copy to be sent by post and such signed confirmation should reach the purchaser not later than the deadline for submission of bids or else the bid shall be rejected. No bid shall be modified after the deadline for submission of bids. No bid may be withdrawn in the interval between the deadline for submission of bids and expiration of the period of bid validity specified. Withdrawal of a bid during this period will result in Bidder's forfeiture of bid security.
11. **Clarification regarding contents of the Bids:** During evaluation and comparison of bids, the Buyer may, at its discretion, ask the bidder for clarification of his bid. The request for clarification will be given in writing and no change in prices or substance of the bid will be sought, offered or permitted. No post-bid clarification on the initiative of the bidder will be entertained.
12. **Rejection of Bids:** Canvassing by the Bidder in any form, unsolicited letter and post-tender correction may invoke summary rejection. Conditional tenders will be rejected.
13. **Unwillingness to quote:** Bidders unwilling to quote should ensure that intimation to this effect reaches before the due date and time of opening of the Bid, failing which the defaulting Bidder may be delisted for the given range of items as mentioned in this RC/ Tender Document.
14. **Validity of Bids:** The Bids should remain valid till 3 months from the last date of submission of the Bids.
15. **Earnest Money Deposit:** Bidders are required to submit Earnest Money Deposit(EMD) for amount of **50000/- (Fifty Thousands Only, 5% of Appx value of the Tender)** in the form of PBG/FDR only payable to Principal, Sainik School Rewari along with their bids. The EMD may be submitted in the form of Fixed Deposit Receipt, Banker's Cheque or Bank Guarantee from any of the public sector banks or a private sector bank authorized to conduct government business per Form Defence Procurement Manual DPM -16. EMD is to remain valid for a period of forty five days beyond the final bid validity period. EMD of the unsuccessful bidders will be returned to them at the earliest after expiry of the final bid validity and latest on or before the 30<sup>th</sup> day after the award of the contract. The Bid Security of the successful bidder would be returned, without any interest whatsoever, after the receipt of Performance Security from them as called for in the contract. EMD is not required to be submitted by those Bidder's who are registered with the Central Purchase Organization (e.g. DGS&D), National Small Industries Corporation (NSIC) or any Department of MoD or MoD itself. The EMD will be forfeited if the bidder withdraws or amends, impairs or derogates from the tender in any respect within the validity of their tender. "Profits" are deemed to be calculated by the sale price less any operating expenses incurred by the contractor in furtherance of the sale and costs of goods sold,leveraging Generally Accepted Accounting Principles.

16. 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.

17. **Cost of Tender Form:** DD of **Rs 1000/-** payable to Principal Sainik School Rewari, should be attached with tender documents as a cost of Tender Fees or else the Bid is liable to be rejected.

18. **Eligibility Criteria and Condition for submitting Bids.** The following documents are a mandatory requirement for participation or else the participating firm shall be rejected at the Technical Stage in absence of any of the stated Qualifications.

- (a) **GST number and GST registration of the Firm.**
- (b) **FSSAI Registration of the firm.**
- (c) **Minimum Yearly Turnover of 50 Lakhs and supporting documents of the firm.**
- (d) **Valid Labour License of the Firm.**
- (e) **ITR Return of last 3 Years.**
- (f) **Should have working experience or taken work orders from any Boarding School.**

19. **Period of Contract:** Period of Contract will be w.e.f **\_\_\_\_\_ Jan 2024 to \_\_\_\_\_ Jan 2025.**

## **PART II – ESSENTIAL DETAILS OF ITEMS/SERVICES REQUIRED**

1. **Schedule of Requirements:** List of Items / services required is as follows:  
  

**“Running of School Cafeteria”**
2. **Technical Details** As mentioned in **Part I** of RFP.
3. **Submission of Tender Documents:** Tenderers are to submit tender document in **TWO** different envelopes:
  - (i) **Technical Bid:** Tenderers are to submit main tender form along with all the relevant documents required for tender failing any one of the required document candidature will not be accepted and will be treated as cancelled. This envelope has to be clearly mentioned as **“Technical bid for Running of Cafeteria & Supply of Food Items.”**
  - (ii) **Commercial Bid:** This envelope should contain only rate list and rebate offered (**Appx ‘B’**) as per brand/specification and EMD of tender as mentioned. Commercial bid will be opened only those candidatures technically qualified and others will not be opened to avoid disclosure of rates. This envelope has to be clearly mentioned as **“Commercial bid for Running of Cafeteria & Supply of Food Items.”**
4. The School will only provide one **one room and attached lawn** on rebate and Electricity and Water supply for which payment has to be made as per usage and Govt. rates. Contractor has to manage all accessories at his own. (Such as Utensils, Cooling Cabinet, Refrigerator, required furniture, Manpower etc). Contractor has to quote the monthly rebate as per **Appx ‘B’**.
5. **Delivery Period:** Delivery period for supply of items would be **within 24 hours or as ordered** from the effective date of contract. The Cafeteria should be operational every day for at least 12 hours a day. 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.
6. **Time Limit for Supply of Stores:** Tenderers are to strictly adhere the time frame for supply of complete ordered stores mentioned on supply order failing which 02 (two) more reminders can be issued and thereafter risk purchase will be initiated.
7. **Consignee details:**

**Principal  
Sainik School Rewari, Vill- Gothra,  
Distt – Rewari, PIN – 123102 (Haryana)**
8. **Rebate:** The Seller/ Contractor is required to pay an amount as Rebate every month to the School towards “Opportunity Cost” and “Rent of Site/ Building” being offered for provisioning of the proposed services. The Rebate, however, does not include the Electrical Charges, water charges or any other charges that may arise in the course of Running of the Cafeteria, and the same will be cleared by the Contractor himself in actuals. The readings shall be taken from the Meter/Submeter installed in the shop.
9. **Additional Infrastructure.** Provisioning of additional infrastructure to the Seller/ Contractor including accommodation within the School campus will be charged extra and will be provided on written request only if available.

### **PART III – STANDARD CONDITIONS OF RC/ TENDER DOCUMENT**

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

1. **Law:** The Contract shall be considered and made in accordance with the laws of the Republic of India. The contract shall be governed by and interpreted in accordance with the laws of the Republic of India.

2. **Effective Date of the Contract:** The contract shall come into effect on the date of signatures of both the parties on the contract (Effective Date) and shall remain valid until the completion of the obligations of the parties under the contract. The deliveries and supplies and performance of the services shall commence from the effective date of the contract.

3. **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 Rewari 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 therules there-under, the statutory modification thereof, for the time being in force, shall be deemed to apply to the arbitration proceedings under this condition.

4. **Penalty for use of Undue influence:** The Seller 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 Seller or any one employed by him or acting on his behalf (whether with or without the knowledge of the Seller) or the commission of any offers by the Seller 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 Buyer to cancel the contract and all or any other contracts with the Seller and recover from the Seller the amount of any loss arising from such cancellation. A decision of the Buyer or his nominee to the effect that a breach of the undertaking had been committed shall be final and binding on the Seller. Giving or offering of any gift, bribe or inducement or any attempt at any such act on behalf of the Seller towards any officer/employee of the Buyer or to any other person in a position to influence any officer/employee of the Buyer for showing any favour in relation to this or any other contract, shall render the Seller to such liability/ penalty as the Buyer 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.

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

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

7. **Non-disclosure of Contract documents:** Except with the written consent of the Buyer/Seller, other party shall not disclose the contract or any provision, specification, plan, design, pattern, sample or information thereof to any third party.

8. **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 contractor fails to supply the desired standard of items even after three written reminders.
- (b) If the Contractor fails to deliver the items as per approved specification/quality and tries to supply substitute/substandard items.
- (c) The Contractor uses illegal means to influence or bribe the staff dealing with the contract.
- (d) The operations of Cafeteria or delivery of the material is delayed for causes not attributable to Force Majeure, continuously for more than **30 days**.
- (e) The Seller is declared bankrupt or becomes insolvent.
- (f) The Buyer has noticed that the Seller has utilised the services of any Indian/Foreign agent in getting this contract and paid any commission to such individual/company etc.
- (g) As per decision of the Arbitration Tribunal.
- (h) Irregular/Erratic supply of items and supply not as per approved rate/quality.



9. **Notices:** Any notice required or permitted by the contract shall be written in English language and may be delivered personally or may be sent by FAX or registered pre- paid mail/airmail, addressed to the last known address of the party to whom it is sent.

10. **Transfer and Sub-letting:** The Seller has no right to give, bargain, sell, assignor 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.

11. **Patents and other Industrial Property Rights:** The prices stated in the present Contract shall be deemed to include all amounts payable for the use of patents, copyrights, registered charges, trademarks and payments for any other industrial property rights. The Seller shall indemnify the Buyer against all claims from a third party at any time on account of the infringement of any or all the rights mentioned in the previous paragraphs, whether such claims arise in respect of manufacture or use. The Seller shall be responsible for the completion of the supplies including spares, tools, technical literature and training aggregates irrespective of the fact of infringement of the supplies, irrespective of the fact of infringement of any or all the rights mentioned above.

**Amendments:** No provision of present Contract shall be changed or modified in any way (including this provision) either in whole or in part except by an instrument in writing made after the date of this Contract and signed on behalf of both the parties and which expressly states to amend the present Contract.

12. **Taxes and Duties**

(a) **General.**

(i) The price quoted by the Bidder should be inclusive of all taxes and duties including Excise Duty, Octroi, Sales Tax / VAT. In the absence of detailed stipulation, it will be presumed that the prices include all such charges and no claim for the same will be entertained.

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

(iii) If a Bidder is exempted from payment of any duty/tax up to any value of supplies from them, he should clearly state that no such duty/tax 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 any Duty/tax, it should be brought out clearly. Stipulations like, the said duty/tax was presently not applicable but the same will be charged if it becomes leviable later on, will not be accepted unless in such cases it is clearly stated by a Bidder that such duty/tax 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 such duty/tax which is normally applicable on them in question for the purpose of comparing their prices with other Bidders.

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

**(b) GST**

(i) If it is desired by the Bidder to ask for GST to be paid as extra, the same must be specifically stated. In the absence of any such stipulation in the bid, it will be presumed that the prices quoted by the Bidder are inclusive of GST and no liability of tax will be developed upon the Buyer.

(ii) On the Bids quoting GST extra, the rate and the nature of GST applicable at the time of supply should be shown separately. GST will be paid to the Seller at the rate at which it is liable to be assessed or has actually been assessed provided the transaction of sale is legally liable to GST and the same is payable as per the terms of the contract.

## **PART IV – SPECIAL CONDITIONS OF RC/TENDER DOCUMENT**

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

1. **Performance Security.** Before signing of the Rate Contract, the successful Bidder will be required to furnish a **Performance Security** by way of **PBG** for a sum equivalent to **10%** of the Total Contract value arrived at by multiplying the anticipated annual requirement with the price quoted by the Bidder (lowest quoted price).
2. Only those who are sound enough financially to run the shop for the contracted period for one year to apply for the shop.
3. In case the contractor unable to start the shop within **15 days** from the date of allotment or he closes the shop any time during the contract without any prior intimation his security money will not be refunded.
4. Electricity charges as charged by the School will also have to be paid monthly basis within two working days from receipt of the bills and a separate connection alongwith Sub meter will be installed for the same inside his shop.
5. Rebate for the shop premises as per the **H1 value** finalized during conclusion of tender will be paid on half yearly basis, i.e **10<sup>th</sup> of Mar & 10<sup>th</sup> of Sep every year.**
6. Rates charged on any item shall not exceed MRP.
7. Shop should not be closed without prior permission from the School Administration. Shop opening timings will have concurrence of Administrative Officer and approval of Principal and same will be displayed outside the shop. If shop doesn't remain open as per the timings, then a penalty of Rs 500/- (Rupees Five Hundred only) per day (for the day when timetable is not being followed) will be charged from the security deposit.
8. Sanitation and hygiene of the shop and its surroundings must be maintained at all times.
9. No poly bags are to be used in the shop.
10. In case the contractor or the school (either of the party) wishes to close the business, either of the party must give at least three month advance notice or must pay rebate for the period based on the rebate paid last year.
11. In case of any complaint of indiscipline or due to any administrative reason the said contract will be terminated without any advance notice by the School Administration.
12. Successful bidders is to submit a stamp paper of value Rs 100/- and sign the agreement document within two days – from the date of finalization of the tender allotment.
13. The contractor must make a decent and good looking shop. He shall be solely responsible for modification and enhancement of the shop including fixation of amenities like rack, counter etc. The expenditure on the same is totally on the discretion of the contractor and school authority will not be responsible for any contribution in the same. But the school will provide space for running of the specified shop under the contract. However on termination/cessation or failure of the contract the contractor may take away his installed property/accessories which he would have spent on the shop. The school will not be responsible for any legal boundation for the same.

14. **Contract will be awarded to the contractor/firm who will be quoting Maximum Rebate (H-1) post which rates of various items shall be finalised through a separate board of officers in concurrence with the vendor. As per details mentioned in 'Appendix B'**

15. **Parallel Rate Contract.** In case it is observed that a single supplier does not have enough capacity to cater to the entire demand of an item or where it is desirable to have a wider vendor base due to criticality of the items, it may become desirable to conclude parallel RCs with more than one firm. The Principal, based on the merit of each case, may decide the number of firms to be awarded RC for an item in order to have a wider choice.

16. The Buyer reserves the right to purchase the contracted goods through School Run Canteen (Canteen Stores Department), in case available, without entering into Parallel Rate Contract.

17. The Buyer as well as the supplier may withdraw the rate contract within 30 days of serving suitable notice to the other party.

18. The purchaser has the option to renegotiate the price with the rate contract holders.

19. In case of emergency, the purchaser may purchase the same item through ad hoc contract with a new supplier.

20. The purchaser and the authorized users of the rate contract will be entitled to place supply orders up to the last day of the validity of the rate contract and, though supplies against such supply orders will be effected beyond the validity period of the rate contract, all such supplies will be guided by the terms and conditions of the rate contract.

21. **Fall Clause.** The rate contract will be guided by "Fall Clause", which provides that if the rate contract holder reduces its price or sells or even offers to sell the rate contracted goods following conditions of sale similar to those of the rate contract, at a price lower than the rate contract price, to any person or organization during the currency of the rate contract, the rate contract price will be automatically reduced with effect from that date for all the subsequent supplies under the rate contract and the rate contract amended accordingly. Other parallel rate contract holders, if any, are also to be given opportunity to reduce their price as well, by notifying the reduced price to them and giving them 15 (fifteen) days' time to intimate their revised prices, if they so desire, in sealed cover to be opened in public on the specified date and time and further action taken as per standard practice. However, if the parallel rate contract holders attempt to grab more orders by unethical means by announcing reduction of their price (after getting the rate contract) under the guise of Fall Clause and their performances are not found to be up to the mark, appropriately severe action should be taken against them including deregistering them, suspending business deals with them, terminating the contract or any other action as deemed fit by the Buyer.

22. **Risk & Expense clause.**

(a) Should the stores or any installment thereof not be delivered within the time or times specified in the contract documents, or if defective delivery is made in respect of the stores or any installment thereof, the Buyer shall after granting the Seller **24 hrs** 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 cancelled either wholly or to the extent of such default.

(b) Should the stores or any installment thereof not be in accordance with the specifications / parameters agreed by the Seller, 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.

(c) In case of a material breach that was not remedied within **24 hrs**, 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:-

- Such default.
- In the event of the contract being wholly determined the balance of the stores remaining to be delivered there under.

(d) Any excess of the purchase price, cost of manufacturer, or value of any 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. Such recoveries shall not exceed 10% of the value of the contract.”

**23. Force Majeure clause.**

(a) Neither party shall bear responsibility for the complete or partial nonperformance of any of its obligations (except for failure to pay any sum which has become due on account of receipt of goods under the provisions of the present contract), if the non-performance results from such Force Majeure circumstances as Flood, Fire, Earthquake and other acts of God as well as War, Military operation, blockade, Acts or Actions of State Authorities or any other circumstances beyond the parties control that have arisen after the conclusion of the present contract.

(b) In such circumstances the time stipulated for the performance of an obligation under the present contract is extended correspondingly for the period of time of action of these circumstances and their consequences.

(c) The party for which it becomes impossible to meet obligations under this contract due to Force Majeure conditions, is to notify in written form the other party of the beginning and cessation of the above circumstances immediately, but in any case not later than 10 (Ten) days from the moment of their beginning.

(d) Certificate of a Chamber of Commerce (Commerce and Industry) or other competent authority or organization of the respective country shall be a sufficient proof of commencement and cessation of the above circumstances.

(e) If the impossibility of complete or partial performance of an obligation lasts for more than 6 (six) months, either party hereto reserves the right to terminate the contract totally or partially upon giving prior written notice of 30 (thirty) days to the other party of the intention to terminate without any liability other than reimbursement on the terms provided in the agreement for the goods received.

**24. Warning Clause :** In case any complaint is received from users, the following penalty will be imposed:-

- (a) First Complaint - Verbal Warning
- (b) Second & Third complaint - Written Warning
- (c) Fourth & Fifth Complaint - Right of termination of Contract

25. **Specification.** The following Specification clause will form part of the contract placed on successful Bidder - The Seller guarantees to meet the specifications as per Part-II of RC/ Tender Document.
26. **Transportation.** Seller will bear the costs and freight necessary to bring the goods to Sainik School Rewari.
27. **Packing and Marking.** The following Packing and Marking clause will form part of the contract placed on successful Bidder;-
- (a) The Seller shall provide packing and preservation of the goods contracted so as to ensure their safety against damage in the conditions of land, sea and air transportation, transshipment, storage and weather hazards during transportation, subject to proper cargo handling.
- (b) The packing of the equipment and spares/goods shall conform to there requirements of specifications and standards in force.
28. **Quality.** The quality of the stores delivered according to the present Contract shall correspond to the conditions and standards valid for the deliveries of the same stores for in Seller's country or specifications enumerated as per RC/ Tender Document.
29. **Quality Assurance.** The item should be of the latest manufacture, conforming to the current production standard and preferably having 100% defined life at the time of delivery.
30. **Inspection Authority.** The Inspection will be carried out by representative of Principal, Sainik School, Rewari at the Buyer's site at Seller's cost. The mode of Inspection will be Departmental Inspection / User Inspection / Joint Inspection / Self-certification.
31. **Claim:** The following claims clause will form part of the contract placed on successfull bidder:-
- (a) The quality claims for defects/damages in quality noticed during inspection shall be presented within 24 hours of completion of inspection and acceptance of goods and will be submitted to the Contractor.
- (b) The Contractor is to settle the claims for defected/damaged quantity and deficiency in quality of the stores within 48 hours.
- (c) 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.
- (d) The quality claims will be raised solely by the Buyer and without any certification/ countersignature by the Contractor's representative stationed in India.
- (e) 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 Rewari** as such shall not be a party to it.
32. Any further information required can be obtained on application on any working day between 1400 hrs to 1630 hrs from the Sainik School Rewari, Village- Gothra, Pin-123102(Haryana).

33. The Officer operating the contract will be the Administrative Officer on behalf of Principal, Sainik School Rewari, Vill-Gothra-123102.
34. **Any communication from buyer through SMS/ e-mail from authorized mobile/ e-mail id will also be treated as an official communication.**
35. **Payment Terms.** Standard Payment terms, as indicated below, will be incorporated in the Rate Contracts for supply orders given directly by the School:-
- (a) It is mandatory for the Bidders to indicate their **bank account numbers with IFS Code** and other relevant payment details so that payments could be made through Bank Transfer / e-banking. The applicable bank charges will be borne by the vendor. Format attached as **Appendix "A"**
  - (b) 100 % against post inspection delivery at Sainik School Rewari.
  - (c) The vendor has to submit two copies of **Pre-receipted** Invoice/bill.
  - (d) As far as possible, payment will be effected by the paying authority within 30 working days from the date of receipt of bill. Consolidated observations, if any should be forwarded within 10 working days by paying authority to the CFA.
36. **Paying authority.** Principal, Sainik School Rewari will be the paying authority.
37. The L1 bidder is also allowed to sale grocery items of basic household necessity strictly under the existing market rates.

## **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 considered for evaluation which are found to be fulfilling all the eligibility and qualifying requirements of the RFP.

(b) Contract will be awarded to the contractor/firm who will be quoting **Maximum Rebate (H-1)** post which rates of various items shall be finalised through a separate board of officers in concurrence with the vendor. As per details mentioned in '**Appendix B**'

2. **Price Bid Format.** Bidders are required to fill up the **Price Bid** format paced as **Appendix "B"** correctly with full details.

Note 1: The Principal Sainik School Rewari 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's representative signature.
- (d) Missing documents as asked in RFP.



(Avinash Kumar)  
Maj  
Adm Offr  
for Principal

Jan 2024



**FORM TO BE COMPLETED BY THE TENDERER FOR SUPPLY OF ARTICLES**  
**TOSAINIK SCHOOL REWARI**

1. Name of the Firm/Individual: .....
2. Address: Head Office/Registered Office :.....
3. Particulars of Bank Account .....

  - (a) Bank name .....
  - (b) Branch name .....
  - (c) Address of Bank .....
  - (d) Telephone numbers of Bank .....
  - (e) IFS code of Bank.....
  - (f) 9 Digit code number of Bank and Branch appearing on MICR cheque issued by Bank.....
  - (g) Account Type (S.B. Account / Current Account or Cash) .....
  - (h) Ledger number .....
  - (j) Ledger Folio number.....
  - (k) Account number as appearing on Cheque Book.....

4. (a) PAN No.....
- (b) GST Registration No .....
- (c) Aadhar Card No .....
- (d) FSSAI Registration - (Yes / No) if yes attach documents.
- (e) Annual Turnover upto 50 lakh - (Yes / No) if yes attach documents.
- (f) Labour License - (Yes / No) if yes attach documents.
- (g) ITR for last three financial years - (Yes / No) if yes attach documents.
5. Telephone/Telex No/Fax/Mobile No: .....
6. E-mail ID.....for online supply order.
7. Is your firm registered under any other act - (Yes / No) if yes attach documents.
8. Are you financially solvent: .....
9. **DECLARATION**  
I/We.....  
(Give Name of of Firm or Partners/properties in case of share holders) do hereby declare that the entries made in the application from are true to the best of my/our knowledge.

**NOTES:** All subsequent changes in the construction or working of firm, affecting the accuracy of the answers now given, should be promptly communicated to the schoolauthority.

**(Signature of the Tenderer)**

**COMMERCIAL PRICE BID**

**SAINIK SCHOOL REWARI (HARYANA) TENDER**  
**FORM FOR CAFETERIA SERVICE PERIOD**  
**FROM Jan 2024 TO Jan 2025**

**MONTHLY REBATE**

Rebate offered to the School: Rs. \_\_\_\_\_ Per month

(H1 vendor shall be awarded the Tender post qualification in Technical Evaluation)

(Signature of the Tenderer)

-----

**RATE OF ITEMS**

(Rates of various eatables as mentioned under shall be finalised through a separate board of officers in concurrence with the vendor which shall in no case exceed MRP and local rates depending on quality and quantity duly assessed by a separate board of officers)

S No.	Item	Unit	Rates including GST (to be finalised by BOO)
1.	Pastry (Standard)	Per Pcs	
2.	Pastry (Various Varieties)	Per Pcs	
3.	Bundi Ladoo	Per Kg	
4.	Burfi Doda	Per Kg	
5.	Burfi Kaju	Per Kg	
6.	Burfi Plain Khoya	Per Kg	
7.	Cake Eggless	Per Pound	
8.	Jalebi	Per Kg	
9.	Shahi tukda - A bread pudding sweet	Per Pcs	
10.	Gulab Jamun	Per Pcs Standard Size	
11.	Rasogulla	Per 2 Pcs Standard Size	
12.	Rasgula	Per Kg	
13.	Gulab Jamun	Per Kg	
14.	Raj Bhog	Per Pcs	
15.	Chamcham	Per Kg	
16.	Rashmalai	Per Kg	
17.	Milk Cake	Per Kg	
18.	Laddu Motichur	Per Kg	
19.	Batisha	Per Kg	
20.	Balusahi	Per Kg	
21.	Dhokla	Per Pcs	

22.	Aalu Tikki	Per Pcs	
23.	Aalu Bread Tikki	Per Plate	
24.	Aalu Papdi Chat	Per Plate	
25.	Allu Bonda 50 gm	Per Kg	
26.	Besan Pakoda	Per Kg	
27.	Dahi Bada (2 Pcs) with Dahi & Cahtni	Per Plate	
28.	Pizza	6" / 9" / 12"	
29.	Bread Pizza	Per Plate	
30.	Veg Sandwich	Per Pcs	
31.	Idli – Rice (2 Pcs)	Per Plate	
32.	Vada –Masala Vada (2 Pcs)	Per Plate	
33.	Masala Dosa	Per Plate	
34.	Pani Puri (4 Pcs)	Per Plate	
35.	Chola Bhatura	Per Plate	
36.	Poori Sabji (4 Poori + Sabji)	Per Plate	
37.	Tomato Soup	Per Plate	
38.	Bundi Rayta	Per Glass	
39.	Pakora – Onion Pakora, Vegetable Pakora (100 gm)	Per 100 gm	
40.	Rajma/Khdhi/Chola Rice Half	Per Plate	
41.	Rajma/Khdhi/Chola Rice Full	Per Plate	
42.	Poha – Masala Poha, Kanda poha, Usal poha	Per Plate	
43.	White Sauce Pasta	Per Pate	
44.	Burger	Per Pcs	
45.	Spring Rolls	Per Pcs	
46.	Papdi Chaat	Per Plate	
47.	Grilled Sandwhich	Per 2 Pcs	
48.	Samosa	Per Pcs	
49.	Brad Pakoda (Aloo)	Per Pcs	
50.	Aloo Patties (200 gms)	Per Pcs	
51.	Paneer Pakora	Per Kg	
52.	Bread pakoda (Paneer)	Per Pcs	
53.	Veg Biryani	Half / Full Plate	
54.	Finger Chips	Per Plate	
55.	Salads	Per Plate	
56.	Mutar Kulcha	Per Plate	
57.	Pao Bhaji	Per Plate	
58.	Stuffed paratha	Per Pcs	
59.	Fruit Chat Half	Per Plate	
60.	Fruit Chat Full	Per Plate	
61.	Chilla Mung Dal	Per Pcs	
62.	Chilla Besen	Per Pcs	
63.	Chapati (4 Pcs) and Sabji (Seasonal)	Per Plate	
64.	Momos (4 Pcs)	Per Plate	
65.	Maggi	Per Plate	

66.	Choumin 100 gms	Per Plate	
67.	Paneer Chilly (100 gms)	Per Plate	
68.	Chowmein (200 gms)	Per Plate	
69.	Plain Dosa (200 gms)	Per Plate	
70.	Stuff Paratha(50 gms)	Per Pcs	
71.	Naan (75 gms)	Per Pcs	
72.	Butter Naan (75 gms)	Per Pcs	
73.	Tandoori Roti (70 gms)	Per Pcs	
74.	Eggs Roll (Single Egg)	Per Plate	
75.	Eggs Roll (Double Egg)	Per Plate	
76.	Omelette (One Egg)	Per Plate	
77.	Omelette (Two Eggs)	Per Plate	
78.	Chicken Chilly (08 Pcs)	Per Plate	
79.	Chicken Chilly (16 Pcs)	Per Plate	
80.	Coffee	Per Cup	
81.	Tea	Per Cup	
82.	Biscuit of other brand	Per Pkt	
83.	Biscuit Double Roll Goodday	Per Pkt	
84.	Biscuit Single Roll Goodday	Per Pkt	
85.	Cokies (Various Assorted)	Per Pkt	
86.	Lassi (Branded)	Per Pkt	
87.	Cold Drinks	Per Ltr	
88.	Lemon Soda	Per Glass	
89.	Orio Shake	Per Glass	
90.	Tang Orange/Mango/Lemon	Per Glass	
91.	Fresh Fruit Juice	Per Glass	
92.	Milk Shake	Per Glass	
93.	Sugarcane Juice (250 ml)	Per Glass	
94.	Veg Soup (Hot Beverage)	Per Cup	
95.	Cold Drink	750 ml	
96.	Frooti 200 gm/500 gm/1 Ltr/2 Ltr	Per Pcs	
97.	Ice Cream Brick & Cup of 40/80/100/250 ml Vannila, Amul, Straberry	Per Pcs	
98.	Juice Mix 1 Ltr pack	Pkt	
99.	Lemon Tea Cup	Per Cup	
100.	Lemon water glass (20 ml) with sugar	Per Glass	
101.	Milk Amul/Saras (Full Cream)	Per Ltr	
102.	Milk Amul/Saras (Without Cream)	Per Ltr	
103.	Water Bottle 1 Ltr Pack Bislery	Per Pcs	
104.	Water Bottle 1/2 Ltr Bislery	Per Pcs	
105.	Coffee Nescafe/Nesleay 50 gm pkt	Per Pkt	
106.	Sugar Free Cube	Per Pkt	
107.	Real Juice	500 ml	
108.	Mazza	Per Ltr	

109.	Soft Drink Limca	200ml	
110.	Soft Drink Pepsi	300ml	
111.	Soft Drink Dew	500 ml	
112.	Soft Drink Coco cola	1.5 Ltr	
113.	Soft Drink Thump up	2 Ltr	
114.	Fruity	Each	
115.	Salted Kaju	Kg	
116.	Biscuit G/Day	100 gm Pkt	
117.	Biscuit Monaco	100 gm Pkt	
118.	Biscuit Nutri Choice	100 gm Pkt	
119.	Napkin / Tissue Paper	Per Pkt	
120.	Packing Box and Aluminium Foil	Per Box	
121.	Tooth Pick	Pkt	
122.	Mouth Freshner	Pkt	
123.	Kitkat	Per Pcs	
124.	Milkybar	Per Pcs	
125.	Bar One	Per Pcs	
126.	Snicker	Per Pcs	
127.	Dairy Milk	Per Kg	
128.	Apple	Per Kg	
129.	Banana	Per Dozen	
130.	Orange	Per Kg	
131.	Pineapple	Per Kg	
132.	Mango	Per Kg	
133.	Mix Fresh Fruit Juice (250 ml)	Per Glass	
134.	Chips / Namkeen / Wafers	Per Pkt	

(Signature of the Tenderer)

**Note:** Tenderers interested in quoting more items than one of the above mentioned items may do so separately on their letter pads in the above format and attach it with their application. Acceptance of the same will be at the sole discretion of the Buyer

1. In case of tax exempted item, please attach copy of applicable government order.
2. Food Items are to be fresh and under the Best Before Date.