

Tele: 9511118839 9511118837		Sainik School Jhansi Post - Bhagwantpura
E-mail: sainikschooljhansi@gmail.com		Dist. -Jhansi, Uttar Pradesh Pin: 284127
SSJH/1011/BARBER/RC/2020-21		17 Sep 2020

INVITATION OF BIDS FOR CONTRACT OF BARBER SERVICES AT SAINIK SCHOOL JHANSI
(RFP NO SSJH/1011/BARBER/RC/2020-21)

1. Sealed Tenders in single-bid system are invited from Private agencies only registered companies or registered partnership firms and agencies for providing Barber services, having their own offices and supervisory structure for providing services at the offices, hospitals, schools, colleges and educational institutions.

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

- (a) Bids/ queries to be address to : Principal
Sainik School Jhansi
Post – Bhagwantpura
Dist – Jhansi (UP) – 284127
- (b) Postal Address : Principal
Sainik School Jhansi
Post – Bhagwantpura
Dist – Jhansi (UP) – 284127
- (c) Name/designation of the : Administrative Officer
Contact personnel
Sainik School Jhansi
Post – Bhagwantpura
Dist – Jhansi (UP) – 284127
- (d) Telephone No's of the contact : 9511118839/9511118837
Personnel
- (e) E-mail IDs of contact personnel : sainikschooljhansi@gmail.com

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

- (a) **Part I** – Contains General Information and Instructions for the Bidders about the RFP such as the time, place of submission and opening of tenders, Validity period of tenders, etc.
- (b) **Part II** – Contains essential details of the services required, such as the Schedule of Requirements (SOR), Technical Specifications, Delivery Period, Mode of Delivery and Consignee details.
- (c) **Part III** – Contains Standard Conditions of RFP, which will form part of the Contract with the successful Bidder.
- (d) **Part IV** – Contains Special Conditions applicable to this RFP and which will also form part of the contract with the successful Bidder.
- (e) **Part V** – Contains Evaluation Criteria and Format for Price Bids.





Administrative Officer
For Principal
Sainik School Jhansi
On behalf of President of India

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

PART I – GENERAL INFORMATION

1. Sealed Tenders duly super scribing “**Tender for Barber Services**” should be deposited/reach the Principal, Sainik School, Jhansi, Jhansi (Dist) 284127 by due date and time. The responsibility to ensure this lies with the Bidder.

2. The various crucial dates relating to “**Tender for Barber Services to Sainik School Jhansi**” are cited as under:-

S No	Contract Details	Date	Remarks
(a)	Date of issue of Contract and Availability/Tender	17 Sep 2020	On School web site (www.ssJhansi.in)
(b)	Last date of submission of Tender Documents	07 Oct 2020 1200 hrs	-
(c)	Mode of submission	-	Offline/Drop in tender box placed at this school
(d)	Date and place of opening of tender	10 Oct 2020 1000 hrs	School Main Hall
(e)	Envelop must contain the heading on top “ Tender for contract of Barber Services to the Sainik School Jhansi ”		

(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 / times, as intimated by the Buyer).

3. **Submission of Bids.** Bid should be submitted in a separate sealed envelope indicating “**Bid for outsourcing of Barber Services**” as per the format placed at **Annexure I**. Attested copies of all the documents mentioned in **Annexure -II**. Tenderers are advised to quote the prices keeping the bye-laws in vogue concerning with the present tender. Unreasonably, inflated or deflated bids may be avoided. Cutting / alteration will give absolute right to reject the tender without assigning reasons whatsoever it may be.

4. **Manner of Depositing the Bids:** Sealed Bids should be either dropped in the Tender Box marked as **TENDER BOX** or sent by registered post at the address given above so as to reach by the due date and time. Late tenders will not be considered. No responsibility will be taken for the postal delay or non-deliver / non – receipt of Bid documents. Bid sent by FAX or e-mail will not be considered.

5. **Location of the Tender BOX:** Sainik School Jhansi.

6. **Place of opening of the Bids:** Administrative Block, Sainik School Jhansi, The bidders may depute their representative, duly authorized in writing to attend the opening of Bids on the due date and time. Bid will be opened by a Tender Opening Committee in the presence of tenderers or their authorized Rep who may be present at that time. Rates and important bid clauses quoted by



Saib Singh

Administrative Officer
For Principal
Sainik School Jhansi
On behalf of President of India

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. (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 any other day/times, as intimated by the school).

7. **Forwarding of bids:** Bids should be forwarded by Bidders under their original Memo / Letter pad inter alia furnishing details of TIN number, GST / CST number, Bank address with EPF Account, PAN No., State/Central/Labour Registration Certificate, EPF Registration No., ESI Registration No., Service Tax Payee No., Mobile and Landline number and complete postal and e-mail address of their office.

8. **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 clarification sought not later than 7 (Seven) days prior to the date of opening of the Bids. Copies of the query and clarification by the purchaser will be sent to all prospective bidders who have received the bidding documents.

9. **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 Buyer prior the deadline prescribed for submission of bids. A withdrawal notice may be sent by fax but it should be followed by a signed confirmation copy to be sent by post and such signed confirmation should reach the purchaser not later than the deadline for submission of bids. No bid shall be modified after the deadline for submission of bids. No bid may be withdrawn in the interval between the deadline for submission of bids and expiration of the period of bid validity specified.

10. **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 price or substance of the bid will be sought or permitted. No post-bid clarification on the initiative of the bidder is entertained.

11. **Rejection of Bids:** Canvassing by the bidder in any form, unsolicited letter and post-tender correction may invoke summary in rejection. Conditional tenders will be rejected.

12. **Unwillingness to quote:** Bidder 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 the RFP.

13. **Validity of Bids:** The Bids should remain valid till 45 days from the last date of submission of the Bids.

14. **Cost of Tender Form:** Bidders are to remit **Rs 500/-** (Rupees Three Hundred only) with Accountant, Sainik School Jhansi through Demand Draft in favour of "Principal, Sainik School Jhansi" payable at Jhansi towards cost of the tender form in any nationalised banks.

16. 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.

17. The tenderer must read carefully all the terms, conditions and specifications before filling up the tender schedule for bid. The Tenderer shall be bound by all terms, conditions and specifications as detailed in this tender document. The annual contract is for one year. However, the period (date of actual contract) for the annual contract will be at the discretion of School administration. The dates given in the advertisement/RFP are tentative and likely to be changed.



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Administrative Officer
For Principal
Sainik School Jhansi
On behalf of President of India

18. In respect of the matters pertaining to this contract, tenderer shall not directly or indirectly bring or attempt to bring any political or outside influences or intervention through any association, union or organisation. All disputes, differences, clarifications etc. arising out of this contract will be represented by tenderer himself and the Principal Sainik School Jhansi will be sole arbitrator for any dispute and his decision will be binding to all.

19. The bids shall be opened on the scheduled time and date as per schedule mentioned in Para 2 of PART-I in SSJH, in the presence of the representatives of the Manpower Service Providers (restricted to two persons from the side of each bidder), if any, who wish to be present on the spot at that time.

20. The Price Bid of only those bidders will be opened whose bids have been found eligible as per the criteria mentioned in the Section II. All eligibility conditions have to be satisfied on the respective dates specified in such condition and not on a later date.

21. The Competent Authority of the SSJH reserves the right to annul all bids or discontinue this tender process, without assigning any reason, at any time prior to signing of agreement with the successful bidder.

22. The Tenderer shall be bound by all terms, conditions and specifications as detailed in this tender document.

23. It may be noted that the tender notice is only for fixing a contract and shall not be construed as invitation to bid for providing the job i.e. there is no guarantee for award of work without assigning any reason whatsoever may be.

24. This document is meant to provide information only and upon the express understanding that recipients will use it only for the purposes set out above. It does not purport to be all inclusive or contain all the information about the Manpower Service Provider or be the sole basis of any contract. No representation or warranty, expressed or implied, is or will be made as to the reliability, accuracy or the completeness of any of the information contained herein. It shall not be assumed that there shall be no deviation or change in any of the herein mentioned information on the Manpower Service Provider. While this document has been prepared in good faith, neither SSJH, nor any of their officers or subscribers make any representation or warranty or shall have any responsibility or liability whatsoever in respect of any statements or omissions here from. Any liability is accordingly and expressly disclaimed by SSJH and any of their officers or subscribers even if any loss or damage is caused by any act or omission on the part of SSJH or any of their officers or subscribers, whether negligent or otherwise.

25. By acceptance of this document, the recipient agrees that any information herewith will be superseded by any subsequent written information on the same subject made available to the recipient by or on behalf of SSJH and any of their respective officers or subscribers undertake no obligation, among others, to provide the recipient with access to any additional information or to update this document or to correct any inaccuracies therein which may become apparent, and they reserve the right, at any time and without advance notice, to change the procedure for the selection of or any part of the interest or terminate negotiations or the due diligence process prior to the signing of any binding agreement.

26. Accordingly, interested recipients should carry out an independent assessment and analysis of the requirements and of the information, facts and observations contained herein.

27. This document has not been filed, registered or approved in any jurisdiction. Recipients of this document should inform themselves of and observe any applicable legal requirements.



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Administrative Officer
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28. This document constitutes no form of commitment on the part of the SSJH. Furthermore, this document confers neither the right nor an expectation on any party to participate in the proposed Manpower Service Provider selection process.

29. When any proposal is submitted pursuant to this RFP, it shall be presumed by SSJH that the bidder has fully ascertained and ensured about its eligibility to render service as a Manpower Service Provider, in the event of the same being selected ultimately to act as such, under the respective governing laws and regulatory regime and that there is no statutory or regulatory prohibition or impediment to acting as such Manpower Service Provider and it has the necessary approvals and permissions and further suffers no disability in law or otherwise to act as such.

30. By acceptance of this document, the recipient agrees that any information herewith will be superseded by any subsequent written information on the same subject made available to the recipient with access to any additional information or to update this document or to correct any inaccuracies, therein, which may become apparent, and SSJH reserves the right at any time and without advance notice, to change the procedure for the selection of service provider.

31. SSJH reserves the right to vary/alter/amend the eligibility criteria for the Barber Service Provider at any time, in its discretion, before the last date of submission of proposals.

32. The proposal and all correspondence and documents shall be written in English. All proposals and accompanying documents received within the stipulated times shall become the property of SSJH and will not be returned.

33. Any tenderer participating in this tender should make sure that he will be able to carry out the work in the contract.

34. It is implied that the tenderer has obtained all necessary information's directly or indirectly affecting the contract such as legal stipulation, possible delays and hindrance or interference in executing the contract and has satisfied him/her before making the offer. Unexpected difficulties or expenses shall NOT be considered as excuses for difficulties in performing the contract. The rate quoted should take all factors into consideration.

35. The tenderer acknowledges that he assumes all risks contingent upon the nature of the contract to be actually encountered by him in executing the contract, even though such actual conditions may result in the tenderer performing more or less work than that originally anticipated.

36. The tenderers who are confident of executing the contract in time by employing the required resources, manpower and materials should only participate in this tender offer.

37. The tender schedule shall be read in conjunction with Specifications, General Instructions, Special Terms and Conditions, Technical details, Conditions of Contract and Additional Conditions. The tenderer shall be deemed to have carefully examined all these documents. It is further understood and agreed that the tenderer by careful examination satisfied him with the terms and conditions of the tender document.

38. Any conditional bids received shall not be considered and will be summarily rejected in very first instance without any recourse to the bidder and shall not be evaluated.

39. All entries in the tender form should be legible and filled clearly. If the space for furnishing information is insufficient, a separate sheet duly signed by the authorized signatory may be attached. **No overwriting or cutting is permitted in the Bid Forms. In such cases, the tender shall be summarily rejected.**



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40. The tender shall contain the name, address of residence and place of business of tenderer and shall be signed by the tenderer with his usual signature. Partnership firms shall furnish full names and addresses; in case of the authorized representative signs it in that behalf shall accompany the tender, "Power of Attorney" duly attested by public notary must be submitted. In case of the partnership firm, Self-Attested true copy of the partnership deed must be submitted along with the tender. Similarly, in case of company the Self Attested copy of Memorandum of Article & Association.

GENERAL CONDITIONS OF CONTRACT (GCC)

41. Once the SSJH notifies the successful bidder that its proposal has been accepted, SSJH shall enter into separate agreement with the successful bidder and the terms and conditions of provisions of service etc shall be specified therein.

42. The Barber persons deployed should be qualified in performing such services as per the eligibility criteria indicated for each category.

43. 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 and replace such employees who are not found suitable by the office for any reasons immediately on receipt of such a request.

44. 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.

45. 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.

48. 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.

49. The personnel employed by the contractor shall not divulge or disclose to any person, any details of office, operational process, technical know-how, Barber arrangements and administrative / organizational matters as all are of confidential/secret nature.

50. 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



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Administrative Officer
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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.

51. 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.

52. 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.

53. 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.

54. The contractor will provide the required personnel for a shorter period also, in case of any exigencies as per the requirement of this office.

55. 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.

56. 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.

57. This office shall not be liable for any loss, damage, theft, burglary or robbery of any personal belongings, equipment or vehicles of the personnel of the service provider.

58. That the Contractor on its part and through its own resources shall ensure that the goods, materials and equipment's 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.

59. 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.

60. 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.

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



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62. 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.

63. 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.

64. In the event, if any dispute arises touching any of the clauses of the agreement, the matter will be referred to the Principal, Sainik School, Jhansi whose decision shall be binding on both the parties.

65. 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.

66. This office reserves the right to reject any or all the tenders without assigning any reason whatsoever and the decision of the management shall be final and binding on all the bidders.

67. EPF and ESI contribution to be paid for personnel employed by bidder shall be the responsibility of the bidder.

PART II – ESSENTIAL DETAILS OF SERVICES REQUIRED

1. **Schedule of work Requirement:** Outsourcing of Barber Services.

2. **General Information:**

Total strength of Cadets in the Campus – 180 Cadets (Class VIth&VIIth)

3. Description of work required: -

Ser No	Description or Work Required	Remarks
(a)	Hair Cutting	As per requirement (Minimum 02 cuttings per Cadet/per month i.e 30 cutting per day +/- 10%)
(b)	Shaving	Four shaving in a month for only those cadets who requires the shaving services (not for all cadets)

PENALTIES

6. Penalty will be levied against the contractor under the following circumstances: -

(a) Whenever and wherever it is found that the assigned work is not performed up to the complete satisfaction of this School, it will be brought to the notice of the contractor by this School and if no action is taken immediately, penalty of Rs.500/-per day will be imposed.

(b) The contractor has to maintain minimum two number of manpower as per the contract and also arrange a pool of standby manpower/supervisor. If the required number of workers/supervisor is less than specified number as mentioned in the contract, a penalty of Rs.500/- per absentee per day shall be deducted from the bill(s).



Saib Singh

Administrative Officer
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- (c) Contractor staff shall always be disciplined, properly dressed and be presentable all the time during duty. The persons deployed by contractor shall be properly trained, have requisite experience and skills for carrying out a wide variety of work.
- (d) Be it private or public areas, the contractor's employees shall be liable to be frisked/checked by the Barber personnel at client premises or on duty at any time during performance of their duties.
- (e) Contractor's employees shall perform their duties at the premises with due diligence and take all precautions to avoid any loss or damage to the government property/person.
- (f) Contractor shall be solely responsible for any indiscipline, theft, loss or damage to any person or persons/property at the premises on account of acts of omission and commission by the staff deployed by him.

CODE OF CONDUCT

- 7. The contractor shall strictly observe that their personnel:
 - (a) Are always smartly turned out and vigilant
 - (b) Take charges of their duties properly and thoroughly
 - (c) Perform their duties with honesty and sincerity
 - (d) Read and understand their post and site instructions and follow the same
 - (e) Extend respect to all officers and staff of the school
 - (f) Shall not drink liquor on duty, or come drunk and report for duty
 - (g) Will immediately report in any untoward incident/misconduct or misbehaviour occurs, to contractor and this school.
 - (j) When in doubt, approach concerned person immediately
 - (k) Get themselves checked by Barber personnel whenever they go out
 - (l) Do not entertain visitors
 - (m) Shall not smoke or use any tobacco products inside the School premises.
 - (n) The deployed staff shall be instructed by the Firm strictly not to misuse the telephones in the facility of this School.
- 8. Sainik School Administration shall not be responsible on any account for:-
 - (a) Theft / loss or damage of any property or cash belonging to the agency.
 - (b) 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

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.



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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:** All disputes or differences arising out of or in connection with the Contract shall be settled by bilateral discussions. Any dispute, disagreement or question arising out of or relating to the Contract or relating to construction or performance, which cannot be settled amicably, may be resolved through arbitration. All such disputes or differences shall be referred to the sole arbitration of Principal, Sainik School Jhansi or any other Officer appointed by him on his behalf, whose decision thereon shall be final and binding on both parties. It will be no objection that the arbitrator is a Government Servant that he had to deal with the matters to which the contract relates or that in the course of his duties as a Govt. servant he has expressed views in all or any of the matter in dispute or difference. The arbitrator may with the consent of the parties enlarge the time for making and publishing the award, from time to time. The standard clause of arbitration is as perform DPM -7, DPM-8 & DPM-9 (available in MoD website and can be provided on request). The venue for the Arbitration will be Jhansi and the decision of the arbitrator shall be final and binding on both parties.

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 disfavour to any person in relation to the present Contract or any other Contract with the Government of India. Any breach of the aforesaid undertaking by the 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.

(a) The Contractor will ensure availability of the workers on all days including Sundays and Gazetted / Government holidays. Any shortfall in the number of unskilled workers, on any working day, the Principal Sainik School Jhansi has the right to deduct the amount proportionately, which would be worked out based on the monthly tender rate, with an additional 10% extra from the Contractor's bill without issuing any written notice to the Contractor. Workers will leave the campus as per the shift timing.

5. **Agents / Agency Commission:** Not Applicable

6. **Access to Books of Accounts:** Not Applicable



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

8. **Shortfall in performance:** Any shortfall in the performances/vis-a-vis of worker son any day (including Sundays and Gazetted /National holidays) the Principal Sainik School Jhansi has the right to deduct the amount proportionately @ specified by the contractor with an additional 10% extra as penalty from payment due to contractor without any notice.

9. **Termination of Contract:** The contact will be in force from the date of confirmation of contract except when terminated earlier as provide herein and shall automatically expire thereafter unless extended further by mutual consent of both Buyer and the Seller. Buyer and sellers, however, be entitled to terminate the contract at any time by giving on calendar months' notice in writhing to the other. In the event on any breach of the conditions of the contract on the part of seller, buyer may terminate the contract by giving notice of one month and may claim from seller compensation for any loss or damage caused as a result off the breach and amount of which will be determined by mutual agreement and shall be subject to approval of Chairman LBA whose decision shall be binding on both the parties.

10. **Extension of Contract:** The contract may be extended subject to rendering of satisfactory performance by the contractor during the period of contract. If extension is granted, the scope of work, terms and conditions and rate would remained unchanged for the period of extension. Willingness from contractor for extension at same rate, scope of work, terms and conditions is to be submitted for the subject extension.

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 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 seller 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 of 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 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) In respect Foreign Bidder : Not Applicable

(b) In respect of indigenous Bidders : Not Applicable

i. If Bidder desires to ask for excise duty or Tax 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.



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Administrative Officer
For Principal
Sainik School Jhansi
On behalf of President of India

- 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 entertained after the opening of tenders.
- iii. If a Bidder chooses to quote a price inclusive of any duty/tax and does not confirm inclusive of such duty/tax so included is firm and final, he should clearly indicate the rate of such duty/tax and quantum of such duty/tax included in the price. Failure to do so may result in ignoring of such offers summarily.
- iv. 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 the item in question for the purpose of comparing their prices with other Bidders.
- v. Any change in any duty/tax upward/downward as a result of any statutory variation in excise taking place within Supply Order 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.

(c) Custom Duty	:	Not Applicable
(d) Excise Duty	:	Not Applicable
(e) Sales Tax/VAT	:	Not Applicable
(f) Octroi Duty and Local Taxes	:	Not Applicable
(g) TDS/GST	:	As Applicable

Note: If it is desired by the Bidders to ask for GST to be paid as extra the same must be specifically stated. In the absence of any such stipulation in the tax and no liability of Services tax will be developed upon the Buyer. On the Bids quoting Service tax extra, the rate and the nature of Tax applicable at the times of supply should be shown separately. Service tax 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 sales tax and the same is payable as per the terms of the contract.

PART IV – SPECIAL CONDITIONS OF RFP

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

1. **Assistance for Barber Services.** In order to facilitate the service, a well-equipped barber shop is available with this school.
2. All items available in barber shop will be handed over to the contractor at the time of commencement of contract in working condition and at the time of termination of contract the contractor will hand over the said items to school authority in workable condition.



Saahab Singh

Administrative Officer
For Principal
Sainik School Jhansi
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3. **Security Deposit:** Tenderer whose tender is accepted has to furnish the Security Deposit by way of demand draft drawn in favour of the Principal, Sainik School Jhansi through a Public Sector Banks or Private Sector Banks authorised to conduct Government Business (ICICI Bank Ltd, Axis Bank Ltd., or HDFC Bank Ltd.,) for a sum equal to 10% of contract value within 30 days of receipt of the confirmed order. Security Deposit amount should be valid up to 60 days beyond the date of completion of contractual obligations. The Security Deposit will be returned to the contractor on successful completion of all his obligations under the contract. In case the term of the contract is extended at mutual consents, the tenderer must get revalidated, if not already valid.

- | | |
|---|---------------------------------------|
| 4. Option Clause | : Not Applicable |
| 5. Repeat order Clause | : Not Applicable |
| 6. Tolerance Clause | : Not Applicable |
| 7. Payment terms for indigenous sellers | : Not Applicable |
| 8. Advance Payment | : No advance payment (s) will be made |

9. **Paying Authority:** Principal, Sainik School Jhansi. The payment of bills will be made on submission of the following documents by the Seller to the paying authority along with the bill every month on or before 10th of the following month after completion of previous month task. The documents for payment should be submitted on or before 3rd of the following month.

- a. Ink-signed copy of contingent bill / Seller's Bill
- b. Ink-signed copy of commercial invoices / seller's bill
- c. Claim for statutory and other levies to be supported with requisite documents/proof of payment such as, proof of payment for EPF /ESIC contribution with nominal roll of beneficiaries.
- d. Details of electronic payment viz. Account Holder's name Bank Name, Branch Name and Address, Account type Account Number. IFSC code, MICR Code (if these details are not incorporated in supply order / contract)

10. **Risk and Expense Clause:** On failure of the Contractor for Barber services of Sainik School Jhansi, within the time specified, Principal, Sainik School, Jhansi has the right to get the work done under his own arrangement without written notice to the contractor and any expenditure incurred thereby, by Principal, is to be debited to the Contractor and to be borne by him.

11. The Contractor shall be liable to pay compensation for the damage wilfully or negligently caused by him or his servants or agents to any built-up area, or any property movable or immovable within the school campus. The extent and amount of the damage is to be determined solely by the Principal, Sainik School Jhansi and his decision in this regard shall be binding on the Contractor who shall be liable to pay such damage within ten days of the receipt of a written notice from the Principal Sainik School Jhansi.

12. **Force Majeure Clause**

(a) Neither party shall bear responsibility for the complete or partially non-performance 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



Saib Singh

Administrative Officer
For Principal
Sainik School Jhansi
On behalf of President of India

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 but in a same month.

(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 to the other party of the beginning and cessation of the above circumstances immediately, but in any case, not later than one working day from the moment of their beginning.

(d) Certificate from District Magistrate, Jhansi 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 three working days (except for those mentioned in para (a) above, buyer reserves the right to terminate the contract totally or partially upon giving prior written notice of 05 days to the other party of the intention to terminate without any liability. Contractor will forfeit his security deposit.

13. **Minimum Wages:** The contractor should ensure payment of existing minimum wages as per Minimum Wages Act 1948 as revised from time to time to the working staff deployed by him. Non-adherence to the minimum Wages Act 1948 will result in cancellation of the contract, forfeiting of the EMD/PBG and appropriate Administrative action. The contractor would be required to ensure payment the manpower to be deployed by him for execution of the proposed Contract as per the existing Minimum Wages promulgated by the Labour Department. **The minimum of wages issued by State Govt. will be applicable. In case the minimum rates fixed by Central Govt. authority under some settlement/agreement are higher than the rates issued by the State Govt. then the rates whichever is higher will be applicable.**

- a. The agency shall comply with all central, local and state regulations and enactment pertaining to workmen and labour and SSGJ shall have the right to enquire into and decide all complaints on such matters.
- b. The agency shall adhere and pay all contributions, subscriptions, premium, fee and dues to statutory norms as per the law and this includes Contract Labour (Regulation and Abolition) Act 1970, Shops and Commercial Establishments Act, The Employees Provident Funds and Miscellaneous Act 1952, The Employees State Insurance Act 1948, The workmen's Compensation Act 1923, The payment of gratuity Act, The payment of Wages Act 1936, The payment of Bonus Act 1965, The minimum wages Act 1948 etc., including modifications up to date of tender.

PART V – EVALUATION CRITERIA & PRICE BID ISSUES

1. **Evaluation Criteria:** The broad guidelines for evaluation of Bids will be as follows:

(a) Only those bids will be evaluated which are found to be fulfilling all the eligibility and qualifying requirements of the RFP.

(b) The lowest bid will be decided upon the lowest price quoted by the particular Bidder as per the Bid format given at **Annexure–I** to this tender enquiry/RFP. **All columns of commercial bids shall be filled in by the bidders and no column should be left blank failing which his bid will be rejected.** All taxes and duties (including those for which



Saahab Singh

Administrative Officer
For Principal
Sainik School Jhansi
On behalf of President of India

exemption certificates are issued) quoted by the Bidders will be considered. The ultimate cost to the Customer would be the deciding factor for ranking of bids.

(d) Tenderers are advised to quote the prices keeping the bye-laws in vogue concerning with the present tender. **Unreasonably inflated or deflated bids may be avoided.** Cutting/alteration made in the tender shall be attested. The Principal, Sainik School Jhansi, reserves the absolute right to reject the tender without assigning any reason whatsoever it may be.

(e) If there is a discrepancy between the unit price and the total price that is obtained by multiplying the unit price and quantity including standard taxes applicable as on date issued by the Govt., the unit price will prevail and the total price will be corrected accordingly, if there is a discrepancy between words and figures, the amount in words will prevail for calculation of price.

(f) The lowest Acceptable Bid will be considered further for placement of contract after complete clarification and price negotiations, if necessary as decided by the Customer.

(g) The format of Bids are placed as Annexure I and documents required to be attached with the bid is as Annexure II of the RFP. All the columns of both the Bids are required to be filled correctly.



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FORMAT FOR BID

I hereby quote the following rates for washing services for Sainik School Jhansi for the entire period of contract. The quotation furnished in the schedule is subject to the conditions set-forth in the tender notice and the tender form received by me.

Monthly lump-sum-rates per cadets to be claimed for

SI No.	Description of work	Rate
(a)	Hair Cutting	Rs. _____ Per Cadet / Per Month (Twice hair cutting in a month)
(b)	Shaving	Rs. _____ Per Cadet/Per Month (Four shaving in a month)

Office Seal
Place Signature of the Tenderer
Date:

Prop/Partner



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Administrative Officer
For Principal
Sainik School Jhansi
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DOCUMENTS TO BE ATTACHED WITH THE BID

1. The following documents will be attached with the bids.
 - (a) The agency shall be a Limited Company or a Private Limited Company registered under the companies Act 1956/partnership firm or a proprietorship or a registered society /firm. For proof, self-attested/attested copy of Certificates of Incorporation /partnership deeds or any other valid document issued by the respective Administrative Officer of firms/companies/ Society/Firm may be submitted. In case of Proprietorship firm, Self-declaration or self-certificate supported by PAN in the proprietor name would suffice. The Bidder should have a valid PAN issued by the Income Tax department. Bidder shall have valid Service Tax Registration.
 - (b) The agency shall be registered with Employees Provident Fund Organization and Employee State Insurance Corporation. Attested copies of relevant document in this regard should be attached in the tender document.
 - (c) Income Tax Return of the company/firm /proprietor for the past one years should be enclosed.
 - (d) The agency should be registered with GST/Service Tax and returns of the Company/firm for the last one year to be enclosed.
 - (e) All details in bid documents to be provided with seal and signature of the Bidder else tender will be rejected summarily.



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UNDERTAKING BY THE VENDOR

1. The contractor should ensure payment of existing minimum wages as per Minimum Wages Act 1948 as revised from time to time to the working staff deployed by him. Non-adherence to the minimum Wages Act 1948 will result in cancellation of the contract, forfeiting of the EMD/PBG/SD and appropriate Administrative action. The contractor would be required to ensure payment the manpower to be deployed by him for execution of the proposed Contract as per the existing Minimum Wages promulgated by the Labour Department. **The minimum of wages issued by State Govt will be applicable. In case of the minimum wages fixed by Central Govt under some settlement/agreement are higher than the wages issued by the State Govt, then the rates whichever is higher will be applicable.** The L1 to be determined on the basis of price quoted by each vendor. The vendor in their own interest to find out the latest daily wages for State/Central Government (Unskilled) whichever is higher. Any clarification in this regard may be addressed to the school administration as per RFP clause of Part I.
2. The lowest bid will be decided upon the lowest price quoted by the particular Bidder as per the Bid format given at **Annexure-I** to this tender enquiry/RFP. **All columns of commercial bids shall be filled in by the bidders and no column should be left blank failing which his bid will be rejected.** All taxes and duties (including those for which exemption certificates are issued) quoted by the Bidders will be considered. The ultimate cost to the Customer would be the deciding factor for ranking of bids.
3. **Unreasonably inflated or deflated bids may be avoided.** Cutting/alteration made in the tender shall be attested. The Principal, Sainik School Jhansi, reserves the absolute right to reject the tender without assigning reason whatsoever it may be.
4. If there is a discrepancy between the unit price and the total price that is obtained by multiplying the unit price and quantity including standard taxes applicable as on date issued by the Govt., the unit price will prevail and the total price will be corrected accordingly, if there is a discrepancy between words and figures, the amount in words will prevail for calculation of price.
5. The lowest Acceptable Bid will be considered further for placement of contract after complete clarification and price negotiations, if necessary as decided by the Customer. In case two or more vendors quote the same price (L1) inclusive of all charges and unit price provided taxes are same, then Commercial Negotiation Committee will be ordered to decide the L1. The decision of CNC will be final and binding to all.
6. I have read and understood the above terms and conditions and give my willingness to accept the same.



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