

**TENDER DOCUMENTS FOR OUTSOURCING OF CAFETERIA AT SAINIK SCHOOL
GOPALGANJ**

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Sainik School Gopalganj
PO :- Hathwa
Distt: Gopalganj (Bihar)
Pin – 841 436

No. SSGJ/2001/ QM/20

21 Feb 2020

**REQUEST FOR PROPOSAL (RFP) FOR OUTSOURCING OF CAFETERIA AT SAINIK
SCHOOL GOPALGANJ**

INSTRUCTIONS TO THE BIDDERS

Sir,

1. On behalf of the Principal, Sainik School Gopalganj, the sealed bids are invited from bidders for outsourcing of CAFETERIA for period from **15 Mar 2020 to 14 Mar 2023**. The bids will be **received upto 1600 hrs on 11 Mar 2020**. The bids will be opened at **Main Hall of the School at 1030 hrs on 12 Mar 2020**.

2. Please super scribe the “**OUTSOURCING OF CAFETERIA**” on the sealed cover to avoid the bids being declared invalid.

3. This RFP is to be submitted for commercial bid duly every page signed & stamped by the vendor as token of acceptance of terms and conditions mentioned in the RFP.

4. The address and contact numbers for seeking clarification regarding this RFP are given below:-

(a) **Queries to be addressed to.** The Principal, Sainik School Gopalganj.
Post-Hathwa, Dist-Gopalganj, Pin-841436

(b) **Name/designation of the contact personnel.** Adm Officer, Sainik School
Gopalganj

(c) **Telephone numbers of the contact personnel.** 06150-259113
E-mail ids – ss-gopalganj-bih@nic.in

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

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

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

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

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

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

6. This RFP is being issued with no financial commitment and the buyer reserves the right to change or vary any part thereof at any stage. The Buyer also

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

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

Yours faithfully,

Sd/x-x-x-x-
(Z Hasan)
Sqn Ldr
Adm Officer
for Principal

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

Date: 2020

Signature of Tenderer/ Contractor

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

PART I – GENERAL INFORMATION

1. **Last Date and Time for Depositing the Bids: 11 Mar 2020 by 1600 hrs.**

The sealed Bids, should be deposited by the due date and time. The responsibility to ensure this lies with the Bidder.

2. **Manner of Depositing the Bids:** Sealed bids envelop should be dropped in Tender Box marked as “**TENDER FOR OUTSOURCING OF CAFETERIA**”.

(Late tenders will not be considered. Bids sent by post, mail, fax or e-mail will not be considered.)

3. **Time and date for opening of Commercial Bids : 12 Mar 2020 at 1030 hrs**

(If due to any exigency, the due date for opening of the Bids is declared a closed holiday, the Bids will be opened on the next working day at the same time or on any other day/time, as intimated by the Buyer).

4. **Location of the Tender Box:** Saink School Gopalganj, Post-Hathwa, Dist-Gopalganj-841436. Tender Box will be marked as “**TENDER FOR OUTSOURCING OF CAFETERIA SAINIK SCHOOL GOPALGANJ**”. Only those Bids that are found in the tender box will be opened.

5. **Place of opening of the Bids:** Conference Hall, Saink School Gopalganj, Post-Hathwa, Dist-Gopalganj-841436. The Bidders may depute their representatives, duly authorized in writing, to attend the opening of Bids on the due date and time.

6. **The cost of the Tender document.** The vendor/firm can purchase this Tender document from Saink School Gopalganj, Post-Hathwa, Dist-Gopalganj-841436 at the cost of Rs 100/- or by Demand Draft of Rs 100/- in favour of **The Principal, Sainik School Gopalganj , SBI Narainia, Mirganj, Branch Code -9212. Vendor/ Contractor can use downloaded Tender documents free of cost.**

7. **Forwarding of Bids.** One sealed envelope containing **Commercial Bid** and **EMD** should subscribed as “**TENDER FOR OUTSOURCING OF CAFETERIA AT SAINIK SCHOOL GOPALGANJ**” on top of it, is to be dropped in Tender Box placed in main hall.

9. **Procedure.** Rates and important commercial/technical clauses quoted by all Bidders will be read out in the presence of the representatives of all the Bidders. This event will not be postponed due to non-presence of your representative.

10. **Modification and Withdrawal of Bids:** A bidder may modify or withdraw his bid after submission provided that the written notice of modification or withdrawal is received by the customer prior to deadline prescribed for submission of bids. A withdrawal notice may be sent by fax but it should be followed by a signed confirmation copy to be sent by post and such signed confirmation should reach the purchaser not later than the deadline for submission of bids. No bid shall be modified after the deadline for submission of bids. No bid may be withdrawn in the interval between the deadline for submission of bids and expiration of the period of bid validity specified. Withdrawal of a bid during this period will result in Bidder's forfeiture of bid security.

11. **Clarification regarding contents of the Bids:** During evaluation and Comparison of bids, the Customer may, at its discretion, ask the bidder for clarification of his bid. The request for clarification will be given in writing and no change in prices or substance of the bid will be sought, offered or permitted. No post-bid clarification on the initiative of the bidder will be entertained.

12. **Rejection of Bids:** Canvassing by the Bidder in any form, unsolicited letter and post tender correction may invoke summary rejection with forfeiture of EMD. Conditional tenders will be rejected.

13. **Validity of Bids:** The Bids should remain valid till 180 days from the last date of submission of the Bids.

15. **Earnest Money Deposit:** Bidders are required to submit Earnest Money Deposit (EMD) in favour of the **The Principal, Sainik School Gopalganj , SBI Narainia, Mirganj, Branch Code -9212** for an amount of **Rs 10,000.00/- (Rupees Ten Thousand only)** along with their bids in the form of an *Account Payee Demand Draft/ Fixed Deposit Receipt/Banker's Cheque/Bank Guarantee from any of the Public Sector Bank or Private Bank authorized to conduct government business*. EMD is to remain valid for a period of sixty days beyond the final bid validity period. EMD of the unsuccessful bidders will be returned to them at the earliest after expiry of the final bid validity and latest on or before the 60th day after the award of the contract. The Bid Security of the successful bidder would be returned, without any interest what so ever, after the receipt of performance security/Security deposit. **Performance Security will be Rs 15,000.00/- (Rupees Fifteen Thousand Only).** EMD is not required to be submitted by those Bidders who are registered with the National Small Industries Corporation (NSIC) and MSME. The EMD will be forfeited if the bidder withdraws or amends impairs or derogates from the tender in any respect within the validity period of their tender. EMD should be kept separately inside the envelope alongwith quotation in main envelope. **Bids shall not be considered, in case, the EMD is not submitted along with the Bid.**

16. "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.

17. The approval or rejection to tenders(s) rests with Competent Financial Authority* (CFA) as applicable, who reserves to himself the right of rejecting any tender in whole or in part of any item.

18. Any further information required on application can be obtained on any working day between 10 AM to 04 PM addressed to **Sainik School Gopalganj , Post-Hathwa, Dist-Gopalganj (Bihar)-841436**

19. The Officer(s) operating the contract will be Administrative Officer, Sainik School Gopalganj on behalf of Principal, Sainik School Gopalganj.

20. These instructions on "Invitation of Bid" are to be signed by you and returned along with your bids.

PART II – ESSENTIAL DETAILS OF ITEMS/SERVICES REQUIRED

1. **Schedule of Requirements:** The contract is with effect from **15 Mar 2020 to 14 Mar 2023** which may be extended by the competent authority as per the provisions and performance of bidder/ contractor for a period maximum up to three years.
2. **License and Specifications:** Following documents except GST Registration are required to be produced within 60 days of award of contract.
 - (a) **FSSAI License.**
 - (b) **Health/Trade License.**
 - (c) **Eating House License.**
 - (d) **Shop and Establishment License.**
 - (e) **Fire Safety License.**
 - (f) **Music License.**
 - (g) **Certificate of Environmental Clearance.**
 - (h) **GST Registration (as a part of tender document).**
3. Vendors are required to submit essential details in respect of their firms/company as per **Appendix 'A'** of this RFP for capacity and capability evaluation. Rate lists of the food items, on sale, needs to be approved by 1st day of every month. A BOO as composed by the Principal will concur the rate list. Same will be approved by the Principal. After approval of rate, same will have to be displayed at the shop. Sample of the cooked food items need to be preserved for next 24 Hrs. Cafeteria will not use life expired items as raw material. Cafeteria will also not sell the life expired items.
4. **Delivery Period:** Items are required to be delivered to the cadets at **CAFETERIA, Sainik School Gopalganj**, in full quantity, as requested by the customer/ cadets/ school administration.

PART III - STANDARD CONDITIONS OF RFP

1. Bidder is required to give confirmation of their acceptance of the Standard Conditions of the Request for Proposal mentioned in succeeding paragraphs which will automatically be considered as part of the Contract concluded with the successful Bidder (i.e. Contractor in the Contract) as selected by the Customer. Failure to do so may result in rejection of the Bid submitted by the Bidder.
2. **Law:** The Contract shall be considered and made in accordance with the laws of the Republic of India. The contract shall be governed by and interpreted in accordance with the laws of the Republic of India.
3. **Effective Date of the Contract:** The contract shall come into effect from **15 Mar 2020** or on the date of signatures of both the parties on the contract (Effective Date) and shall remain valid until the completion of the obligations of the parties under the contract.
4. **Arbitration:** That in the event of any dispute or differences arising under the contract so executed and which could not be resolved through mutual discussions. In such circumstances, the customer and contractor may agree for arbitration. Principal Sainik School Gopalganj will appoint arbitrator or a cell of arbitration on his behalf to resolve the disputes. The decision of arbitrator taken after due consideration of factors brought out by both parties shall be final and binding. The venue of the arbitration shall be at the discretion of the arbitrator, Subject as aforesaid, the Arbitration Act and the rules there-under, the statutory modification thereof, for the time being in force, shall be deemed to apply to the arbitration proceedings under this condition.
5. **Penalty for use of Undue influence:** The Contractor undertakes that he has not given, offered or promised to give, directly or indirectly, any gift, consideration, reward, commission, fees, brokerage or inducement to any person in service of the Buyer or otherwise in procuring the Contracts or forbearing to do or for having done or forborne to do

any act in relation to the obtaining or execution of the present Contract or any other Contract with the Government of India for showing or forbearing to show favour or disfavor to any person in relation to the present Contract or any other Contract with the Government of India. Any breach of the aforesaid undertaking by the Contractor or any one employed by him or acting on his behalf (*whether with or without the knowledge of the Contractor*) or the commission of any offers by the Contractor or anyone employed by him or acting on his behalf, as defined in Chapter IX of the Indian Penal Code, 1860 or the Prevention of Corruption Act, 1986 or any other Act enacted for the prevention of corruption shall entitle the Customer to cancel the contract and all or any other contracts with the Seller and recover from the Seller the amount of any loss arising from such cancellation. A decision of the Customer or his nominee to the effect that a breach of the undertaking had been committed shall be final and binding on the Seller. Giving or offering of any gift, bribe or inducement or any attempt at any such act on behalf of the Seller towards any officer/employee of the Customer or to any other person in a position to influence any officer/employee of the Customer for showing any favour in relation to this or any other contract, shall render the Contractor to such liability/penalty as the Customer may deem proper, including but not limited to termination of the contract, **imposition of penal damages, forfeiture of the Bank Guarantee and refund of the amounts paid by the Buyer.**

6. **Agents/Agency Commission:** The contractor confirms and declares to the Customer that the Contractor is the original manufacturer of the stores/provider of the services referred to in this Contract and has not engaged any individual or firm, whether Indian or foreign whatsoever, to intercede, facilitate or in any way to recommend to the Government of India or any of its functionaries, whether officially or unofficially, to the award of the contract to the Contractor; nor has any amount been paid, promised or intended to be paid to any such individual or firm in respect of any such intercession, facilitation or recommendation. The Contractor agrees that if it is established at any time to the satisfaction of the Customer that the present declaration is in any way incorrect or if at a later stage it is discovered by the Customer that the Contractor has engaged any such individual/firm, and paid or intended to pay any amount, gift, reward, fees, commission or consideration to such person, party, firm or institution, whether before or after the signing of this contract, the Contractor will be liable to refund that amount to the Customer. The Contractor will also be debarred from entering into any supply Contract with the Government of India for a minimum period of five years. The Customer will also have a right to consider cancellation of the Contract either wholly or in part, without any entitlement or compensation to the Contractor who shall in such an event be liable to refund all payments made by the Customer in terms of the Contract along with interest at the rate of 2% per annum above **LIBOR rate**. The Buyer will also have the right to recover any such amount from any contracts concluded earlier with the Government of India.

7. **Access to Books of Accounts:** In case it is found to the satisfaction of the Customer that the Contractor has engaged an Agent or paid commission or influenced any person to obtain the contract as described in clauses relating to Agents/Agency Commission and penalty for use of undue influence, the Contractor, on a specific request of the Customer, shall provide necessary information/ inspection of the relevant financial documents/ information.

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

9. **Termination of Contract:** The Buyer shall have the right to terminate this Contract in part or in full in any of the following cases:-

- (a) The delivery of the material is delayed for causes not attributable to Force Majeure for more than one week beyond stipulated time.
- (b) The Seller is declared bankrupt or becomes insolvent.
- (c) The delivery of material is delayed due to causes of Force Majeure for more than one week.
- (d) The Buyer has noticed that the Contractor has utilized the services/any Indian/foreign agent in getting this contract and paid any commission to such individual/ company etc.
- (e) As per decision of the Arbitration Tribunal.

- (f) The contractor fails to supply the desired standard of item/items even after three written reminders.
- (g) If the Contractor fails to deliver the items as per approved specification/ quality and tries to supply substitute/substandard items.
- (h) The Contractor uses illegal means to influence or bribe the staff dealing with the contractor.

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

12. **Transfer and Sub-letting**: The Contractor has no right to give, bargain, sell, assign or sublet or otherwise dispose of the Contract or any part thereof, as well as to give or to let a third party take benefit or advantage of the present Contract or any part thereof.

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

14. **Taxes and Duties**:- Contractor will charge GST as per the existing policy of Gol.

PART IV – SPECIAL CONDITIONS OF RFP

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

2. Only those who are sound enough financially to run the cafeteria for the contracted period from 15 Mar 2020 to 14 Mar 2023 are to apply.

3. Award of contract for the above period and its extension for a further period of one or two year will be at the discretion of Principal, Sainik School Gopalganj.

4. Successful bidders are to deposit Rs 15000 as security deposit money in form of DD.

5. 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.

6. Payouts will be made on the 10th day of March month of every year of shop premises i.e annual rebate are to be paid by 10th Day of March Month of every year. Payouts are not valid for sessions of said OPERATIONS when contractor is not actively engaged.

7. Electricity charges as charged by the School will also have to be paid monthly basis within seven working days from receipt of the bills.

8. Sample of the items (as required) and rate lists of the same needs to be approved by 15 March of every year. A BOO as composed by the Principal will concur the rate list and samples. Same will be approved by the Principal. After approval of rate and samples (as applicable), will have to be displayed at the shop.

9. Rates charged shall not exceed MRP (as applicable).

10. 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. If shop doesn't remain open as per the timings, then a penalty of

Rs 100/- (One Hundred only) per day (for the day when timetable is not being followed) will be charged from the security deposit.

11. Sanitation and hygiene of the shop and its surroundings must be maintained at all times.

12. No poly bags are to be used in the shop.

13. Credit sale is not permitted. Complaints, if any, on non-payment of credit sale dues by customers will not be entertained by the School Administration.

14. 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.

15. In case of any complaint of indiscipline or due to any administrative reason the contract will be terminated without any advance notice by the School Administration.

16. Successful bidders is to submit a stamp paper of value Rs 20/- and sign the agreement document within two days from the date of allotment.

17. One time relaxation of Rs 55000.00/- (Rupees Fifty Five Thousand Only) will be given from the annual rebate to the contractor i.e the contractor will pay Rs 55000.00/- (Rupees Fifty Five Thousand Only) less to the school from the annual rebate for construction of shop and fixation of its amenities like rack, counter etc. The payment of the said less amount in the rebate is applicable only once or for Rs 55000/- (Rupees Fifty Five Thousand Only), whatever is achieved first by the contractor. Contractor has to construct the shop on his own and fix all the amenities of his own. School will provide the space i.e land for construction of the shop. Ownership of the shop and amenities will be with school after the settlement of Rs 55000/- (Rupees Fifty Five Thousand Only) as discussed here in Para 17 of part IV.

18. "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.

19. Upon determining the profit on the basis of the above guideline as per para 18, Sainik School, Gopalganj will be the owner of _____% (to be filled by the contractor) of the profits gained by contractor for the period of one year i.e from 15th day of March month to the 14th day of March month of every year.

20. Contract will be awarded to the contractor/firm who will be quoting maximum percentage (H-1) of the annual profit gained by the contractor as annual rebate to the school.

21. **Performance Guarantee.** The Bidder will be required a Performance Guarantee by way of Bank Guarantee through a public sector bank or a private sector bank authorized to conduct government business (ICICI Bank Ltd., Axis Bank Ltd or HDFC Bank Ltd) for a sum amount of Rs 15000.00/- (Rupees Fifteen Thousand only) within 30 days award of contract. Performance Bank Guarantee should be valid up to 60 days beyond the date of completion of first phase of contract i.e 14 Mar 2023 + 60 days.

22. **Payment Terms:** All purchases will be based on cash payment / Tokens or Coupons (as applicable).

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

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

Force Majeure event and to mitigate the effects thereof on the performance of its obligations under this contract.

25. **Specification:** Sample as applicable and rate lists of the items need to be approved by 1st day of every month. A BOO as composed by the Principal will concur the rate list and samples. Same will be approved by the Principal. After approval of rate, same will have to be displayed at the shop.

26. **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 after hearing the concerned party

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

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

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

- (a) The quality claims for defects/damages/life expired 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/life expired quality and deficiency in quantity 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 Gopalganj** as such shall not be a party to it.

30. Any further information required can be obtained on application on any working day between 1400 hrs to 1630 hrs from the Sainik School Gopalganj, Hathwa, Gopalganj-841436.

31. The Officer operating the contract will be the Administrative Officer on behalf of Principal, Sainik School Gopalganj, Hathwa, Gopalganj-841436.

32. **Any communication from buyer through SMS/e-mail from authorized mobile/ e-mail id will also be treated as an official communication.**

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 percentage (H-1) of the annual profit gained by the contractor as annual rebate to the school.

(c) Here in para 1(b) of part –V of RFP, “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.

(d) The Highest percentage (from profit earned as per para 1(c) of part V of RFP) of rebate quoted bid will be considered further for placement of contract. This can be understood from this example. Like, the total profit of the shop for the annual period from 15 Mar 2020 to 14 Mar 2021 {as per para 1(c) of part V of RFP i.e excluding all the operating expenses}, is Rs 2,00,000.00/-. Now contractor has quoted that he will provide 50% of profit per year as rebate, then it means he will pay rebate of Rs 1,00,000.00/- to the school for annual period from 15 Mar 2020 to 14 Mar 2021.

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

Note 1: Incompletely filled form will be rejected out rightly.

Note 2: The Principal Sainik School Gopalganj 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 representatives signature.

Thanking you,

Sd/x-x-x-x-x
(Z Hasan)
Sqn Ldr
Adm Officer
for Principal

APPENDIX-A

(Refer para 3, Part-II of RFP)

DETAILS OF VENDOR

1.	Name of Firm/ Contractor	
2.	Office Address <i>(Attach photo of firm/individual)</i>	
	Office Telephone Number/ Mobile	
	Fax Number	
	e-mail	
3.	GST No (Attach documents)	
4.	<u>Nature of Company</u>	(Please Tick (√) where applicable) (a) Proprietary (b) Pvt Ltd (c) PSU (d) Ex Servicemen Unit (e) Partnership (f) Others
5.	<i>Give Name, residential address with telephone of proprietor for Proprietary</i> OR <i>Give Name, designation, residential address of Chief Executive or Managing Director for Pvt Ltd</i> OR <i>Give Name, address, Telephone no with partnership deed (if partnership firm).</i>	
6.	<u>Nature of Business</u>	(Please Tick (√) where applicable) (a) Trader (b) Dealer (c) Supplier (d) Processor (e) Sole selling or Authorised Agent

7.	Details of Registration <i>(Attach proof of valid registration)</i> (a) NSIC/ SSI (b) MSME (c) Sainik School Gopalganj & Other Defence (c) Departments (d) Other Govt Departments	(Tick (√) Yes/No & give details if YES) (Yes / No) (Yes / No) (Yes / No) (Yes / No) (Yes / No)
8.	If yes, give the following details :- (a) Department registered with (b) Date of registration and validity (c) Category of Services for which registered (d) User Satisfaction Performance Certificate (if any)	
9.	Have You Got ISO Certification, If yes give details <i>(attach copy of certification)</i>	

10. Following documents, duly self attested, will be essentially attached for qualifying/ consideration of bid :-

- (a) GST Number.
- (b) PAN Card & Aadhar Card of the owner/proprietor.
- (c) PAN Card of the firm.
- (d) IT returns of previous year 2017-18, 2018-19 & 2019-20 (As applicable).
- (e) Registration letter as per para 7, if held

COMMERCIAL BID FOR OUTSOURCING OF CAFETERIA
AT SAINIK SCHOOL GOPALGANJ

To,
The Principal
Sainik School Gopalganj
Post-Hathwa
Dist-Gopalganj (Bihar)
Pin- 841436

Sir,

1. I/we the undersigned , Sh_____ resident of Present Address
C/o_____ Permanent
Address_____

_____ (Herein after called contractor) request for permission to run **CAFETERIA** under Sainik School Gopalganj at School Campus, for which I/we agree to pay _____)percentage of profit earned {as per para 1(c) of part V of RFP i.e excluding all the operating expenses} during the year (yearly basis) as rebate for a period **from 15 March 2020 to 14 Mar 2023** or as directed and decided by the authorities of Sainik School Gopalganj and the tender is accepted as per attached terms and conditions. I/we have read and understood the terms and conditions.

2. I hereby agree to pay rent and allied charges for water and electricity for the allotted premises in addition to the monthly rebate to Sainik School Gopalganj. The rate list of the items to be sold/services to be provided in the shop is attached along with this application. I also agree to re-fix the sale price as per the changing market rate or as directed or decided by the authorities.

3. I have attached a character certificate duly issued by gazette officer.

Signature of Contractor
Name :_____
Address : _____

Date :
Place:

Witnesses Signature and details

()
1. Aadhar No._____
Name _____ Address_____
_____ Mobile No._____

()
2. Aadhar No._____
Name _____ Address_____
_____ Mobile No._____

TERMS AND CONDITIONS FOR SHOP CONTRACT
AT SAINIK SCHOOL GOPALGANJ

1. Only those who are sound enough financially to run the shop for the contracted period from 15 Mar 2020 to 14 Mar 2023 are to apply.
2. Award of contract for the above period and its extension for a further period of one or two year will be at the discretion of Principal, Sainik School Gopalganj.
3. Successful bidders are to deposit Rs 15000 (Rupees Fifteen Thousand Only) as security deposit money in form of DD.
4. 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.
5. Pay-outs will be made on the 10th day of March month of every year of shop premises i.e annual rebate are to be paid by 10th Day of March Month of every year. Pay-outs are not valid for sessions of said OPERATIONS when contractor is not actively engaged.
6. Electricity charges as charged by the School will also have to be paid monthly basis within two working days from receipt of the bills.
7. Sample of the items (as required) and rate lists of the same needs to be approved by 15 March of every year. A BOO as composed by the Principal will concur the rate list and samples. Same will be approved by the Principal. After approval of rate and samples (as applicable), will have to be displayed at the shop.
8. Rates charged shall not exceed MRP (as applicable).
9. Shop should not be closed without prior permission from the School Administration. Shop opening timings will have concurrence of Vice Principal and approval of Principal.
10. Sanitation and hygiene of the shop and its surroundings must be maintained at all times.
11. No poly bags are to be used in the shop.
12. Credit sale is not permitted. Complaints, if any, on non-payment of credit sale dues by customers will not be entertained by the School Administration.
13. 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.
14. In case of any complaint of indiscipline or due to any administrative reason the contract will be terminated without any advance notice by the School Administration.
15. Successful bidders is to submit a stamp paper of value Rs 20/- and sign the agreement document within two days from the date of allotment.
16. One time relaxation of Rs 55000.00/- (Rupees Fifty Five Thousand Only) will be given from the annual rebate to the contractor i.e the contractor will pay Rs 55000.00/- (Rupees Fifty Five Thousand Only) less to the school from the annual rebate for construction of shop and fixation of its amenities like rack, counter etc. The payment of the said less amount in the rebate is applicable only once or for Rs 55000/- (Rupees Fifty Five Thousand Only), whatever is achieved first by the contractor. Contractor has to construct the shop on his own and fix all the amenities of his own. School will provide the space i.e land for construction of the shop. Ownership of the shop and amenities will be with school after the settlement of Rs 55000/- (Rupees Fifty Five Thousand Only) as discussed here in Para 17 of part IV.

17. "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.

18. Upon determining the profit on the basis of the above guideline as per para 17 of part IV, Sainik School, Gopalganj will be the owner of _____% (to be filled by the contractor) of the profits gained by contractor for the period of one year i.e from 15th day of March month to the 14th day of March month of every year.

19. Contract will be awarded to the contractor/firm who will be quoting maximum percentage (H-1) of the annual profit gained by the contractor as annual rebate to the school.

Sd/x-x-x-x-
(Z Hasan)
Sqn Ldr
Adm Officer
for Principal

Date: _____
Place: _____ (Signature of Contractor with Stamp)

CERTIFICATE

I have read and understood the above terms and conditions and agreed to abide by them.

.

Signature of Contractor
Name : _____
Address : _____

Date :

Witnesses Signature and details

(_____)
1. Aadhar No. _____
Name _____ Address _____
_____ Mobile No. _____

(_____)
2. Aadhar No. _____
Name _____ Address _____
_____ Mobile No. _____

CERTIFICATE TO BE SUBMITTED BY BIDDER

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

Date:

2020

**Signature of
Tenderer**

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