

TENDER DOCUMENTS FOR OUTSOURCING OF BARBER SERVICES
AT SAINIK SCHOOL GOPALGANJ

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

No. SSGJ/2001/QM/20

22 May 2020

REQUEST FOR PROPOSAL (RFP) FOR OUTSOURCING OF BARBER SERVICES
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 providing Barber Services for period from **06 July 2020 to 05 July 2021**. The bids will be **received up to 1600 hrs on 15 June 2020**. The bids will be opened at **Main Hall of the School at 1030 hrs on 16 June 2020**.

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

3. This RFP is to be submitted for technical and 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: 15 June 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 “**OUTSOURCING OF BARBER SERVICES**”.
(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 Bids: 16 June 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:** Sainik School Gopalganj, Post-Hathwa, Dist-Gopalganj-841436. Tender Box will be marked as “**TENDER FOR OUTSOURCING OF BARBER SERVICES AT 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, Sainik 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 Sainik School Gopalganj, Post-Hathwa, Dist-Gopalganj-841436 at the cost of Rs100/- or by Demand Draft of Rs100/- 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 be subscribed as “**TENDER FOR OUTSOURCING OF BARBER SERVICES AT SAINIK SCHOOL GOPALGANJ**” on top of it, is to be dropped in Tender Box placed in main hall.
8. **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.
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 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.
10. **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.
11. **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.
12. **Validity of Bids:** The Bids should remain valid till 180 days from the last date of submission of the Bids.
13. **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 20,000.00/- (Rupees Twenty 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 from them as called for in the Contract. **Performance Security will be 10% of the total cost of the contract value.** EMD is not required to be submitted by those Bidders who are registered with the National Small Industries Corporation (NSIC) and MSME. The EMD will be forfeited if the bidder withdraws or amends impairs or derogates from the tender in any respect within the validity period of their tender. 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.**

14. 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.

15. 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**

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

17. 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 for outsourcing of Barber Services with effect **from 06 July 2020 to 05 July 2021** which may be extended by the competent authority as per the provisions and performance of bidder.

2. **General Information:**

| | | |
|--|---|--|
| Total strength of Cadets in the Campus | – | 450 Cds (Class VI th to XII th) |
| Working time of Barber workers | – | Minimum 04 barbers for 08 hrs to be available at School Barber Shop. |

3. **Description of work required :-**

| Ser No | Description or Work Required | Remarks |
|--------|------------------------------|--|
| (a) | Hair Cutting | As per requirement (Minimum 03 cuttings per Cadet/per month i.e 45 cutting per day +/- 10%) |
| (b) | Shaving | Four shaving in a month for only those cadets who requires the shaving services (not for all cadets) |

4. 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.

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 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.

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. The Contractor will ensure availability of the workers on all days including Sundays and Gazetted / Government holidays. Any shortfall in the number of unskilled worker, on any working day, the Principal Sainik School Gopalganj 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.

7. **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.

8. **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.

9. **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.

10. **Shortfall in performance:** Any shortfall in the performances/vis-a-vis of workers on any day (including Sundays and Gazetted /National holidays) the Principal Sainik School Gopalganj 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.

11. **Termination of Contract:** The contract 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 month's notice in writing 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.

12 **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.

13. **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.

14. **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.
15. **Amendments**: No provision of present Contract shall be changed or Modified in anyway (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.
16. **Taxes and Duties**:- Contractor will charge GST as per the existing policy of Gol and TDS will be deducted as applicable.

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. **Assistance for Barber Services**. In order to facilitate the service, a well equipped barber shop is available with this school.
3. 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. **Maintenance of equipments during the contract period is the responsibility of the Contractor.**
4. **Performance Guarantee**. The Bidder will be required a Performance Guarantee by way of Bank Guarantee through a public sector bank or a private sector bank authorized to conduct government business (ICICI Bank Ltd., Axis Bank Ltd or HDFC Bank Ltd) for a **sum equal to 10% of the contract value within 30 days award of contract**. 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.
5. **Advance Payment** : No advance payment (s) will be made
6. **Paying Authority**: Principal, Sainik School Gopalganj. 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)

7. **Risk and Expense Clause:** On failure of the Contractor for Barber services of Sainik School Gopalganj, within the time specified, Principal, Sainik School, Gopalganj 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.

8. 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 Gopalganj 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 Gopalganj.

9. **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 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 circumstance 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, Gopalganj 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.

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 300/- (Three Hundred only) per day (for the day when timetable is not being followed) will be charged from the bills/security deposit.

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

12. **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

13. **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. The hair cut has to be as per Military Standard.

14. **Claim**: The following claims clause will form part of the contract placed on successful 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 Gopalganj** as such shall not be a party to it.

15. 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.

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

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

18. **GENERAL CONDITIONS OF CONTRACT (GCC)**

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

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

20. 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.

21. 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.

22. 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.

23. 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.

24. 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.

25. The personnel employed by the contractor should be polite, cordial, positive and efficient, while handling the assigned work. The contractor shall be responsible for any act of indiscipline on the part of persons deployed by him. The agency shall be bound to prohibit and prevent any of their employees from being intoxicated while on duty, trespassing or acting in any detrimental or prejudicial to the interest of this office. The decision of the officer I/C upon any matter arising under the clause shall be final and binding on the agency.

26. 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.

27. 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.

28. 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.

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

30. 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.

31. 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.
32. 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.
33. That the Contractor on its part and through its own resources shall ensure that the goods, materials and equipments etc. are not damaged in the process of carrying out the services undertaken by it and shall be responsible for acts of commission and omission on the part of its staff and its employees etc. If this office suffers any loss or damage on account of negligence, default or theft on the part of the employees/agents of the agency, then the agency shall be liable to reimburse to this office for the same. The agency shall keep this office fully indemnified against any such loss or damage. Any accident/ casualty occurred during the course of working to any staff engaged by the Agency; the responsibility will remain with the Agency. For any accident or casualty occurred during the course of working to any staff deployed by the Agency, the liability that will arise out of the accident will be borne by the Agency. The responsibility will remain with Agency and this office will no way be responsible for it or any other clause mentioned above.
34. 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.
35. 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.
36. The contractor shall not assign, transfer, pledge or sub contract the services without the prior written consent of this office.
37. 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.
38. 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.
39. 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, Gopalganj whose decision shall be binding on both the parties.
40. 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.
41. 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.

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

PENALTIES

43 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 three 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).
- (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

44. 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 authority.
- (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.

45. 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 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 bidder as per the **Bid format given at Appendix-B** to this tender enquiry/RFP. 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.
 - (c) **All columns of Appendix –A and Appendix –B (Commercial bids) shall be correctly filled with full details, sign with firms stamp on all pages by the bidders and no column should be left blank failing which his bid will be rejected.**
 - (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 Gopalganj, 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 Appendix-B and documents required to be attached with the bid is as Appendix-A of the RFP including undertaking by the vendor as Appendix-C. All the columns of both the Bids are required to be filled correctly.**

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)
SqnLdr
Adm Officer
for Principal

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)

APPENDIX-A
(Refer para 7, 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> | <p>(Please Tick (√) where applicable)</p> <p>(a) Proprietary</p> <p>(b) Pvt Ltd</p> <p>(c) PSU</p> <p>(d) Ex Servicemen Unit</p> <p>(e) Partnership</p> <p>(f) Others</p> |
| 5. | <p><i>Give Name, residential address with telephone of proprietor for</i> Proprietary</p> <p style="text-align: center;">OR</p> <p><i>Give Name, designation, residential address of Chief Executive or Managing Director for</i> Pvt Ltd</p> <p style="text-align: center;">OR</p> <p><i>Give Name, address, Telephone no with partnership deed (if partnership firm).</i></p> | |
| 6. | <u>Nature of Business</u> | <p>(Please Tick (√) where applicable)</p> <p>(a) Trader</p> <p>(b) Dealer</p> <p>(c) Supplier</p> <p>(d) Processor</p> <p>(e) Sole selling or Authorised Agent</p> |
| 7. | Agency Registered with EPF Org. (Copy attached, if held) | |

| | | |
|-----|--|--|
| 8. | 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) |
| 9. | 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) | |
| 10. | Have You Got ISO Certification, If yes give details <i>(attach copy of certification)</i> | |

11. 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, if held.
- (e) Registration letter as per para 8, if held

APPENDIX-B

*(Refer para 1 of
Part V of RFP)*

**COMMERCIAL BID FOR OUTSOURCING OF BARBER SERVICES
AT SAINIK SCHOOL GOPALGANJ**

To,

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

Sir,

1. I/we the undersigned , Sh _____
C/o _____ resident of Present Address
_____ Permanent
Address _____

_____ (Herein after called
contractor) request for permission to **Barber Services** under Sainik School Gopalganj at
School Campus.

2. I hereby quote the following rates for washing services for Sainik School Gopalganj
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 (Triple time hair cutting in a month) |
| (b) | Shaving | Rs. _____ Per Cadet/Per Month (Four shaving in a month) |

Office Seal
Place
Date:

Signature of the Tenderer
(Proprietor/ Partner)

APPENDIX-C

(Refer para 1(g) of Part V of RFP)

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 Gopalganj, 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.

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 :

