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SainikSchoolJhunjhunu
VPO -Dorasar
Distt-Jhunjhunu (Raj)
PIN-333 021

REQUEST FOR PROPOSAL (RFP)(CATERING SERVICES: 2023-24)
(OUTSOURCING OF CADETS' MESS SERVICES ON ANNUAL CONTRACT)
(TOTAL 41 PAGES)

RFP NO SSJR/QM/516/2023-24 DATED 03 June 2023

1. Off line Bids are invited for outsourcing of Catering Services of Cadet's Mess of Sainik School Jhunjhunu. The Tender Reference Number is **SSJR/QM/516/2023-24 dated 03 June 2023** which can be viewed and downloaded from Sainik School Jhunjhunu web site www.ssjhunjhunu.com.

2. The address and contact numbers for sending documents or seeking clarification regarding this RFP are given below:-

(a)	Queries to be addressed to	:	Administrative Officer Sainik School Jhunjhunu VPO - Dorasar, Distt - Jhunjhunu (Raj) PIN-333 021
(b)	Postal address for sending the physical documents (hard copy)	:	Administrative Officer Sainik School Jhunjhunu VPO - Dorasar, Distt - Jhunjhunu (Raj) PIN-333 021
(c)	Name/designation of the contact personnel	:	Administrative Officer
(d)	Telephone numbers of the contact personnel	:	9509941976
(e)	E-mail id of contact personnel	:	ssjrprocure2020@gmail.com

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

(a) **Part I** - Contains General Information and Instruction for the Bidders about the RFP, 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 Specification, 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.

I / We have read the above points, have understood the same and agree to abide

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- (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.

4. This RFP is being issued with no financial commitment and the Buyer reserves the right to change or vary a 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. **Critical Dates.** The critical dates with respect to the Tender Reference Number SSJR/QM/516/2023-24 dated 03 June 2023:-

CRITICAL DATE SHEET			
Ser No	Item	Date	Time
(a)	Published Date in Newspapers/website	'P' Day i.e 03 June 2023	1300 hrs
(b)	Bid Document Download	'P' Day	1300 hrs
(c)	Clarification Start	'P' Day	1300 hrs
(d)	Bid Submission Start	'P' Day	1300 hrs
(e)	Pre-Bid Conference	'P' Day + 14	1100 hrs
(f)	Clarification End Date	'P' Day + 20	1700 hrs
(g)	Bid Submission End	'P' Day + 21	1700 hrs
(h)	Bid Opening Start	'P' Day + 22	1000 hrs

2. Tender form completed in all respects **to be sent in a sealed envelope only by Registered Post/Speed Post with DULY MARKED 'TENDER FOR OUTSOURCING SERVICES OF CADET'S MESS' ON TOP OF THE ENVELOPE.** The school will not be responsible for postal delays. Tenders will not be accepted by hand and after closing / end date. The details are as under:-

- (a) Tender will not be accepted by hand.
- (b) **Validity of Bids.** 180 days from last date of submission of bids.
- (c) **COVER-I.** Cover-I will be a sealed envelope marked as "Technical Bid" and will contain the **Technical Bids** of the following documents as per **PART 'A'** and **PART 'B'** :-

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PART-A – It should be on the Letter Head of the Firm.

Ser No	Particulars
(i)	Name of Tendering Company/Firm
(ii)	Name of Owner/Partners/Directors
(iii)	Full particulars of Office
(iv)	Address
(v)	Telephone Number
(vi)	E-Mail Address
(vii)	Full Particulars of the Bankers of Company/Firm, with full address/Tele No
(viii)	Name of the Bank
(ix)	Address of the Bank
(x)	Telephone of the Bank

PART-B

Ser No	Criteria	Supporting Documents to be Mandatorily attached with Technical Bid for Technical Evaluation.	Remarks
(i)	In the previous three years between 01 Apr 2020 to 31 Mar 2023 the firm / vendor should have yearly experience of providing catering services for minimum 500 persons (in single institute / office) per year(For minimum two years out of above three years) Any experience of providing the services for a continuous period of less than 5 months will not be counted.	1. Work Order/Agreement. 2. Successful Completion Certificate of Central Govt/State Govts/PSUs/ reputed firms	
(ii)	PAN Card& GST No	Copy of PAN Card and GST Registration Certificate.	
(iii)	Minimum yearly turnover of the Firm at Rs 2,50,00,000/- (Rupees Two Crore Fifty Lakh Only) for minimum two years out of previous 03 FY i.e financial Year 2020-21, 2021-2022 and 2022-2023	Audited profit/loss statement for the Financial Year 2020-21, 2021-2022 and 2022-2023.	Refer Appendix 'A' for details

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Ser No	Criteria	Supporting Documents to be Mandatorily attached with Technical Bid for Technical Evaluation.	Remarks
(iv)	Merger of Firm (If applicable)	Merger of Firm documents should be submitted as per the Companies Act 2013	In case, change of Firm's Title and earlier experience/ details being reflected in this Tender
(v)	Firm should be registered with Labour Commissioner to provide skilled / semi-skilled and/or unskilled services	Valid Labour Licenses issued by Labour Commission/Other Competent Authority	
(vi)	Tender Conditions Acceptance Certificate as per Appendix 'B' and Certificate of Clause by Clause compliance of all conditions as per Appendix 'C' .	Original Copy	For details, refers to Appendix 'B' & 'C'
(vii)	A certificate on Rs. 500/- non- Judicial Stamp Paper stating that Contracts of the firm / bidder have not been terminated or the Firm has not been debarred / black listed / banned by Central Govt/State Govt/PSUs/ Reputed Firms/Any other Agency in last three years with effect from 01 Apr 2020 till date	Original Copy	For details, refer Appendix 'D'
(viii)	Power of Attorney on a Non Judicial Stamp Paper as per format in Appendix 'E' to be enclosed. If the Bidder is Sole Proprietor of the Firm and signing the tender documents himself, he/she should provide a certificate as per Appendix 'F'	Original Copy	For details, refers to Appendix 'E' & 'F' .

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Ser No	Criteria	Supporting Documents to be Mandatorily attached with Technical Bid for Technical Evaluation.	Remarks
(ix)	Certificate of payment to the workmen deployed under the proposed contract.		Appendix 'G'
(x)	Earnest Money Deposit (EMD) as mentioned in Para 2 (d) (x) on Page No 6 of Part I of this RFP	DD/Banker's Cheque/FDR of Rs 7,00,000/- (Rupees seven lakh only)	
Note :Principal Sainik School Jhunjhunu reserves all rights to reject Technical Bids without assigning any reasons. Firms should have a branch office at a place within 350-400 Kms range from Sainik School Jhunjhunu for effective command and control by the firm; in case office is not registered at Jhunjhunu.			

(d) **Documents to be Submitted.** As mentioned at Part A & Part B of Part I. The documents shall be submitted with RFP in sealed envelopes to be sent by Registered Post/Speed Post so as to reach prior to bid submission closing date and time for which the responsibility to ensure lies with the Bidder :-

(i) **Experience Certificate.** Work order / agreement / contract for providing catering services for minimum 500 persons (at a single institute / office) per year for minimum two (02) years out of three (03) FY i.e 2020-21 and 2021-22 & 2022-23. In addition, successful work completion certificate of these work orders / agreements must also be submitted. Any experience of providing the services for a continuous period of less than Five (05) Months in one year will not be counted.

(ii) **Turnover Certificate.** Audited profit / loss statement for financial year 2020-21 and 2021-22 & 2022-23 reflecting minimum yearly turnover of Rs 2,50,00,000/- per year in at least 02 of the 3 Financial Years. The Bidders will furnish / submit a Turnover Certificate as per **Appendix 'A'** on the Letter Head of the Firm.

(iii) **Merger of Firm.** In case of merger of firm / change of firm's title documents should be submitted as per the Companies Act 2013.

(iv) **Tender Conditions Acceptance Certificate.** The Bidders will certify acceptance of all Tender Conditions of the offline RFP and furnish a Certificate as per **Appendix 'B'** on the Letter Head of the Firm. In case of any deviations, the bid will be liable to be rejected. If the certificate is signed by legally authorized signatory, a copy of the authorization letter should be enclosed.

(v) Certificate of Clause by Clause unconditional compliance of specifications as per **Appendix 'C'** on the Letter Head of the Firm in a separate sealed Envelope marked as Certificate of Clause by Clause for **Outsourcing**

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Services of Catering Services of Cadet's Mess duly completed in all respects.

(vi) A certificate on non Judicial 500/- Rupees Stamp Paper stating that Contracts have not been terminated or the Firm has not been debarred/black listed/banned by Central Govt/State Govt/PSUs/Reputed Firms/Any other Agency in last four years with effect from 01 Apr 2020 till date as per **Appendix 'D'**.

(vii) Power of Attorney as per **Appendix 'E'** and Sole Property of the Firms **Appendix 'F'**.

(viii) Certificate of payment to the workmen deployed under the proposed contract specimen given as per **Appendix 'G'**.

(ix) Original EMD for **Rs 7,00,000.00 (Rupees seven lakh only)**. Earnest Money Deposit (EMD) will be enclosed in a separate sealed Envelope marked as **Earnest Money Deposit (EMD) for Outsourcing Services of Catering Services of Cadet's Mess** as an Account Payee Demand Draft/Banker's Cheque/FDR from any of the Public Sector Banks in favour of **Principal Sainik School Jhunjhunu (Raj) Payable at SBI Collectorate Jhunjhunu (Code 32040)**.

(x) Copy of authority for exemption of EMD, if applicable in a separate sealed Envelope marked as Certificate of Exemption of Tender Fee and/or EMD/Other Relaxations for **Outsourcing Services of Catering Services of Cadet's Mess**.

(e) **Photocopy of the following documents:-**

(i) PAN Card, GST Registration Certificate Number.

(ii) Labour Commission Registration Certificate.

(f) **COVER-II**. Cover II will be sealed in a separate envelop marked Commercial Bid / Price Bid containing as per **BOQ (Format attached as Appendix 'M')**.

3. **Tender Form**. Tender Form shall embody contract documents and shall be as per specimen downloaded from Sainik School Jhunjhunu web site www.ssjunjhunu.com. as RFP No SSJR/QM/516/2023-24 Dt 03 June 2023.

4. **Two Bid System and Opening of Bids**. This Tender being based on Two Bid System, only the **Technical Bids would be opened on the date and time mentioned at Para 1 on Page No 2 of Part –I of this RFP**. . If, any Sunday / Govt holiday happens on the date and time mentioned at Para 1 on Page No 2 for any activity related to the bid including opening of the bid then the activity will take place automatically on next working day. Date of opening of the Commercial Bids will be intimated after acceptance of the Technical Bids. Commercial Bids of only those Firms will be

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opened, whose Technical Bids are found compliant/suitable after Technical Evaluation by the Buyer.

5. Bids should be submitted by Bidders under their original Memo/Letter Pad inter-alia furnishing details like GST Number, Bank address with NEFT Account if applicable, etc and complete postal e-mail address and Land Line/Mobile numbers of their Office.

6. **Clarification Regarding Contents of the RFP.** A prospective Bidder who requires clarification regarding the contents of the bidding documents shall notify to the Buyer in writing about the clarifications sought as per the date and time at Page 2, Part I, Para 1. Copies of the query and clarification by the Buyer will be posted on school web site. The request for clarification will be given in the e-mail ID i.e. ssjrprocure2020@gmail.com as per critical dates. **Pre bid conference will be held at the date and time as mentioned at Page 2, Part I, Para 1** at Sainik School Jhunjhunu.

7. **Modification and Withdrawing 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 by e-mail prior to deadline prescribed for submission of bids. Fresh bids may be sent by mode as per Para 2 of Part I so as to reach the purchaser not later than the deadline for submission of bids. No bid may be withdrawn in the interval between the deadline for submission of bids and expiry of the period of bid validity specified. Withdrawal of a bid during this period will result in Bidder's forfeiture of bid security. Non receipt of notice of modification or withdrawal due to any reasons including internet connectivity issues will not be the responsibility of the buyer.

8. **Clarification Regarding Contents of the Bids.** During evaluation and comparison of Bids, the Buyer may at the discretion, ask the Bidder for clarification in writing via email 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. The request for clarification will be given from the e-mail ID i.e. ssjrprocure2020@gmail.com as per critical dates.

9. **Validity of Bids.** The Bids should remain valid for 180 days from the last date of submission of the Bids.

10. **Earnest Money Deposit.** Bidders are required to submit Earnest Money Deposit (EMD) for an amount of **Rs 7,00,000.00 (Rupees seven lakh only)** in favour of **Principal Sainik School Jhunjhunu (Raj) Payable at SBI Collectorate Jhunjhunu (Code 32040)** along with their Bids. The EMD may be submitted in the form of an Account payee Demand Draft,/Banker Cheque/FDR from any of the Public Sector Banks. EMD is to remain valid for period of forty-five days beyond the final bid validity period. EMD of the unsuccessful Bidder will be returned to them at the earliest after expiry of the final Bid validity and latest on or before 30th days after the award of the contract. The Bid Security of the successful Bidder would be returned, without any interest whatsoever, after the receipt of performance Security from them as called for in the contract. 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.

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PART- II : ESSENTIAL DETAILS OF SERVICE REQUIRED

1. **Scheduled Requirements.** The required menu contract for outsourcing the catering services at Cadet's Mess Sainik School Jhunjhunu is given at daily menu, special menu (35 Lunch / Dinner which will be replacing the daily menu of the day and will not be in addition to the daily menu), daily menu, high tea (total 08 in a Academic Year) as per Menu given at Para 25 of Part IV(Special Conditions of RFP) as per given at RFP.
2. The contract for outsourcing catering services at Cadet's Mess Sainik School Jhunjhunu will be awarded only for prospective period **from signing of contract by both the parties and will last till one year.**
3. The contract can be extended for one year at a time for a maximum of three times on mutual agreement without any increase of rates on the same terms and conditions as per this RFP and Work Order. However, school authority reserves the rights to negotiate for reduction in rates per cadet / men per day in view of overall increase in number of cadets and adults per year.
4. The Contractor will ensure supervision of the worker services in all respects.
5. **Employees once detailed will not be changed for at least three months. The changed staff will however be subject to approvals of Administrative Officer, Sainik School Jhunjhunu. The successful Bidders should keep adequate reserve manpower to cater for the absence of his employees.**
6. **Principal Sainik School Jhunjhunu shall have the right to ask the service provider on discipline / moral conduct, the replacement of a worker who is not found suitable for the work or adjudged undesirable worker by the Monitoring Committee Member(s) authorized for inspection of the work. The firm will be responsible for immediate withdrawal and replacement of non-performing/ misbehaving / misconducting / disobedient / indiscipline employees, within 8 hours of being brought to the notice by the school administration.**
7. **POCSO.** Contractor will furnish a certificate that all employees have been made aware of the various provisions related to POCSO Act and they will not venture in the areas other than Cadets' Mess /Academic block or any other stipulated area required as tour of their duty. The school reserves the right to cancel the tender agreement if any employee is found violating the provisions mentioned in POCSO Act enacted by Gol. Ignorance of the POCSO act either by Contractor or his employees will not be considered as excuse to evade legal actions, as applicable.
8. **Compensation for Any Injury / Death.** The school administration will not be responsible for any type of compensation to the employees of the contractor, due to injury / loss of life, caused by any accident / incident/ untoward incident / machine malfunctioning / natural calamity or that might have happened due to any reasons what-so-ever. Employer i.e, firm / contractor will be responsible for settling all such claims at his / their cost.
9. Foreign Nationals will not be employed for this contract

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10. The personnel employed by the Contractor will not have any claim for job permanency in the School. Copy of Aadhar Card, Address Proof & Police Verification of each person employed by the contractor shall be deposited with the establishment before the individual begins functioning.

11. In case Contractor shall deploy any Female Worker, Contractor solely will be responsible for providing her working environment and abide by the Supreme Court of India judgment order pronounced in the matter of Vishakha V/s UOI & others.

12. Contractor will be liable to follow all Laws and Instruction, Directives of Central Govt / State Govt and will be responsible for all claims under the ambit of the above Laws. Contractor will ensure that all amounts as payable to the manpower employed and all contribution from the notified employer as per rates in the rules / laws are paid to such employed manpower. School in no way will be responsible for such salary / payments / contribution. **Certificate to this effect will be submitted with the bid as given at Appendix G.**

13. The bidder will solely be responsible for amount payable to workmen deployed under the proposed contract. The bidder will indemnify the school for all such payable amounts such EPF, ESI etc. Certificate to this effect will be submitted with the bid as given at Appendix J.

14. The Contractor and his employees will strictly comply with security instructions issued by the School Authority of Sainik School Jhunjhunu.

15. The amount as payable under the contract will not be enhanced during the contract period.

16. In case of any dispute between the contractor and the officer operative of the contract, the matter will be referred to a Sole Arbitrator nominated by the school at Jhunjhunu jurisdiction only. The decision of the Arbitrator shall be final and binding on both parties.

17. The Service Provider will solely be responsible for any legal case/dispute by his worker deployed in the Sainik School Jhunjhunu and School authority will in no way be responsible for any such dispute and the Service provider will indemnify the School authority against any such legal costs/disputes.

18. The Contractor will provide approved uniform including head gear, gloves, masks and safety appliances/equipment including protective clothing to his workers as per the nature of tasks.

19. **Anti COVID-19 Precautionary Measures.** The contractor will ensure to adhere to guidelines of Govt of Indian regarding Anti COVID-19 precautionary measures and make such items available to his employees as required for implementation of such precautionary measures,

20. If the Bidder is **Sole Proprietor of the Firm** and signing the tender documents himself, he/she should provide a certificate as per **Appendix 'F'**. A partner of the Firm, if it is a partnership Firm, in which case he must have authority to execute contract on behalf of the firm and refer to arbitration disputes concerning the business of the partnership either by virtue of the partnership

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agreement or a registered power of attorney, duly executed by the partners of the Firm. Director or Principal Officer duly authorized by the Board of Directors of the company.

21 Any malpractice observed may lead to cancellation of the contract by the Principal and forfeiture of the bid security and/or the PBG.

22. **The contractor and/or his appointed supervisor must be present in the Mess during Breakfast/Lunch/Dinner timings as well as during morning/evening tea and snacks served to Cadets.** He will make available himself during the inspection of Mess by School Authorities as well as VIP visit to School Complex and also compulsory present himself in Mess meeting.

23. **Details of Work Involved.** The Contractor will ensure supervision of his services as per RPF. Quartermaster and Mess Committee of the School or any other school staff as nominated by Principal shall monitor the services of the contractor. **The Contractor will obtain a Work Satisfactory Certificate from the Administrative Officer on monthly basis.**

24. **Quality of Manpower.**

(a) Workers are physically and mentally fit and a certificate to that effect should be enclosed with the bio-data of the worker. All the workers must be in proper, neat and tidy uniform to identify.

(b) The Contractor will arrange to supervise the services in all respects.

(c) Not to employ any person or personnel suffering from physical infection and contagious diseases.

(d) Not to employ any person or personnel who are involved in criminal and antisocial activities and have a Police record to the effect in any Police Station of the Country. The Workers antecedents must be verified by the Police and the Contractor shall be responsible for their acts in the premises. **Police verification should not be more than six months old at the time of commencement of an individual's employment at the school (It will be checked by school authorities).**

(e) The manpower employed by the Contractor will not have any claim for job permanency of Govt jobs whatsoever.

(f) Sainik School Jhunjhunu authority shall have a right to ask for the replacement of any Worker who is not found suitable for the work or adjudged undesirable Worker by the Monitoring Committee Member(s) of the Work.

24. **Determination of L-1.**

(a) The Bidders will quote the amount in their Bid by taking into account the Menu (Daily Menu, Special Menu), the wages / contributions to be paid to employed manpower, their transportation, stay, messing, protective clothing, uniforms of manpower employed, number of special menu and high tea which needs to be provided in a year, LPG consumption, Electricity Bill of Mess including dining hall, total electrical appliances including Television/ Radio, Tube light, Ceiling fans & Exhaust Fans of Dining Hall, Cook House, store, Washrooms (Mess Staff), Air-curtain, Fly-catcher, various labour saving devices and kitchen

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/ dining hall equipment already made available by the school authority as per Para 29 of Part IV.

(b) Any amount payable to the workmen deployed under the proposed Contract or payable to any Organisation in respect of the said workmen in terms of any applicable labour laws, will be paid to such Workmen/ Organisation. The bid will be prepared taking into account all such payments.

PART III : STANDARD CONDITIONS OF RFP

1. The bidder is required to give confirmation of their acceptance of the Standard Conditions of the request for proposal mentioned in RFP 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.

2. **Law.** The Contract shall be considered and made in accordance with the Laws of Republic of India. The Contract shall be governed by and interpreted in accordance with the Laws of Republic of India.

3. **Effective Date of 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 obligation of the parties under the Contract. The performance of the services shall commence from the effective date of the Contract.

4. **Arbitration.** In case of any dispute between the contractor and the officer operative of the contract, the matter will be referred to a Sole Arbitrator nominated by school authority at Jhunjhunu jurisdiction only. The decision of the Arbitrator decision shall be final and binding on both parties. Any dispute, disagreement or question arising out of or relating to the contract or relating to performance which cannot be settled amicably, may be resolved through arbitration. The standard clause of arbitration will be Arbitration Act 1996 as amended 2015.

5. **Penalty for Use of Undue Influence.** The Seller undertakes that he has not given, offered or promised to give directly or indirectly, any gift, consideration, reward, commission, fees, brokerage or inducement to any person in service of the Buyer or otherwise in procuring the Contracts or forbearing to do or for having done or forborne to do any act in relation to the obtaining or execution of the present contract or any other contract with the Government of India for showing or forbearing to show favour or disfavor to any person in relation to the present contract or any other contract with 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 any one employed by the him or acting on his behalf, as defined in Chapter IX of the Indian Panel 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 of any such act on behalf of the Seller towards any office/employee of the Buyer or to any other person in a position to influence any I / We have read the above points, have understood the same and agree to abide

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office/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 amount paid by the Seller.

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

7. **Non Disclosure of Contract Documents.** Except with the written consent of the Buyer/Seller, either party shall not disclose the Contract or any provision, specification, plan, design, pattern, sample or information thereof to any third party.

8. **Penalty for Damage and Non Performance.** The Contractor will be liable to pay for any compensation for damage done will fully/by negligence by any of his employee.

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 giving one month's notice :-

(a) Any breach of school security including POCSO act violation.

(b) Non availability of Cadet's in the School.

(c) If firm / contractor failing to comply with the terms of the agreement in providing the services being outsourced, the Contractor will be given opportunity to Show Cause for the failure and receipt of reply will be counted towards one month notice given under this clause.

(d) If firm / contractor fails to carryout provision of any articles or services of the contract to the satisfaction of the Principal Sainik School Jhunjhunu who shall be whole judge. The Principal Sainik School Jhunjhunu shall have discretion to arrange for such services at the cost / rate as available in immediate local market through other agencies at the risk and cost of the Contractor. Such cost shall be adjusted and deducted from the amount that is yet to be paid to the firm.

(e) The Buyer has noticed that the Contractor / Firm has utilized the services of any Indian/Foreign agent in getting this contract and paid any commission to such individual/company etc.

(f) Even after adequate warnings, if the firm continues to provide cheap and local brand items for meals preparation which are in contravention with para of Part- of this RFP. Also, if the firm ignores the hygiene and cleanliness of Mess Premises including dining chair & Tables cleaning and Proper Utensils cleaning.

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10. **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.

11. **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.

12. **Extension of the Contract.** The contract can be extended for one year at a time for a maximum of three times on mutual agreement on the same terms and conditions as per this RFP and Work Order. However, school authority reserves the rights to negotiate for rates per cadet / man per day in view of overall functioning.

13. **Modification of the Contract.** In the event of any special contingency at Sainik School Jhunjhunu warranting improvement of services or any reduction sufficient to justify reduction in expenditure an appropriate modification shall if required be made as per the directions of the Principal Sainik School Jhunjhunu. Such modification shall be based on the increase or decrease in the scope of work involved or as mutually agreed by the both of parties.

14. **Taxes and Duties.**

(a) The bid forwarded by the bidder will be inclusive of all taxes / duties and of all expected and unexpected / upward or downward trend in any such tax / duty / wages / contributions to be made by the bidder.

(b) In case any Govt Duties taxes levies come into force after the award of contract, the liability will be upon the bidder.

15. **Performance Bank Guarantee.** Successful Bidders will be required to furnish Performance Bank Guarantee by way of Bank Guarantee through a Public Sector Bank for a sum equal to 10% to the total contract value in the form of a Fixed Deposit drawn in favor of the **Principal, Sainik School Jhunjhunu (Rajasthan) payable at SBI Collectorate Branch, Jhunjhunu (Code 32040)**. Performance Bank Guarantee should be valid upto 90 days beyond the expiry of all contractual liabilities of the contract. The format is attached at **Appendix 'H'** attached.

16. **Payment to the Workers.** The contractor shall be solely responsible for the payment of wages and other allowances and contributions in respect of the workers, as engaged by him. Particulars of such payments shall be produced on demand, if necessitated/required by the Principal Sainik School Jhunjhunu.

17. **Statutory Obligations (Applicable in Case of Successful Bidder).** Completing all statutory obligations involving Contractual Laborers will be the sole responsibility of the Contractor.

18. It shall be the responsibility of the Contractor to issue employment card to each labour as per the prescribed format and to maintain the Muster Roll, the wage register and other.

I / We have read the above points, have understood the same and agree to abide

(Sign & Stamp of Bidder)

19. The contractor shall maintain such records from time to time and the relevant copies of said remittances should be produced for verification as and when demanded by the Principal Sainik School Jhunjhunu.

20. **Payment Terms**. The contractor shall submit to the Principal, Sainik School Jhunjhunu a consolidated fortnightly bill for amount due for the services rendered. The payment for the services will be made to the contractor within a reasonable period by the School authority and no advance payment will be made to the contractor.

21. **Force Majeure Clause**. In case of force majeure the contract may be terminated after three months of suspension:-

(a) Neither party shall bear responsibility for the complete or partial non performance of any of its obligation except for failure to pay any sum which has become due on account of receipt of services under the provision of the present contract if the non performance result from such force majeure circumstance as flood, fire, earthquake and other natural deserters and acts of God as well as War, Military Operation or action of state authority or any other circumstance beyond the control of the parties that are un-foreseeable or unanticipated that have arisen after the conclusion of the present contract.

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

(c) The party for which it becomes impossible obligating in this contract due to force majeure condition is to notify in written to the other parties of the beginning and session of the above circumstance immediately, but in any case not later than 10 days from the moment of the beginning.

(d) If the impossibility to complete or partial performance of an obligation is for more than three months, either parties hereto reserve the right to terminate the contract totally or partially upon giving prior written notice of 30 (thirty) days to the other party of the intention of termination of any liability other than reimbursement on the terms provided in their agreement of the goods received.

22. **Risk and Expense Clause**. The contractor shall at all times have standby arrangements for carrying out the work under the contract in case of any failure of the existing arrangement. The Principal Sainik School Jhunjhunu and School authority, reserves the right for termination of the contract at any time by giving one month written notice, if the services are found unsatisfactory and also has the right to award the contract to any other selected tenders at the cost, risk and responsibilities of contractor and excess expenditure incurred on account of this will be recovered by the Principal, Sainik School Jhunjhunu from the contractor's Security Deposit or pending bill or by raising a separate claim.

23. **Inspection**. A monitoring committee will be formed by the Principal Sainik School Jhunjhunu to supervise the work and to check the quality of Services. The Contractor will be answerable to the Committee Members and has to obtain a Work Satisfactory Certificate from Administrative Officer every month to be enclosed with contractor bill.

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24. If at a later stage, documents are found to be fraud, legal action will be taken and other related legal provisions will be initiated against the defaulter apart from black listing them.

25. **Register and Other Records to be Maintained by the Contractor.** The registers and Records as per the laws/instructions, as applicable to this category of services will be maintained by contractor.

PART-IV : SPECIAL CONDITIONS OF RFP

Food Related.

1. Food will be prepared for approx 560-600 Cadets (Number will vary from 560-600 and sometimes may fall well below 560 due to cadets going on leave/ hospitalization etc).and Approximate 20 Staff Member, as per school routine (Exact dining member strength and routine will be notified by school).**Considering the military lifestyle, it will be a seated dinner and no buffet meals to be given by service provider until unless instructed to do otherwise by the school authorities.** The service provider compulsory, has to depute 01 waiter each for 30 cadets for seated meals and 01 cook each for 100 cadets for all three major meals (Breakfast / Lunch / Dinner). Considering COVID-19 and likewise situations, incase Sainik School, Jhunjhunu calls its Cadet's in a phased manner in the school, it will be responsibility of the service provider to cater all meals, only for those cadet's and applicable staff which have been called by the school. Service provider can't claim to ask school for catering services for full complement of school (560-600 + Staff).

2. **The Reference Scale of Ration/Day.** As given in the RFP.

3 **IMPORTANT INSTRUCTIONS: Vegetable, Rice, Puri / Roti / Paratha / Chapati or equivalent and Dal is to be kept at a common place without any restrictions on quantity / numbers during Lunch/Dinner. (Subject to be checked at the time of services by school authorities).** The cooked vegetables, sweet, N-veg dishes can be served as pre plated but it should be ensured that minimum 150-200 gms of quantity to be ensured to be served to each cadet. No compromise on quality and quantity will be done by the school mess committee/ school authorities and service provider need to abide by it.

4. **Milk should be of trusted brands like Saras, Mother Dairy, Amul Brand etc duly approved by FICCI & FSSAI. with latest packaging/ below expiry date (minimum 2-3 days left over period prior to expiry of the milk). (Recommended for consumption for teenagers age group of 10-16 years by qualified authorities). (Subject to be checked at the time of services by school authorities)**

5. **Butter- Amul, mother dairy etc Jam – KISSAN, TOPS, CREMICA, SIL, Pickle – Priya, Nilon, and MTR or of trusted brand duly approved by FICCI & FSSAI will be used. Bakery**
I / We have read the above points, have understood the same and agree to abide

items of Britannia, Cremica etc or of trusted brand duly approved by FICCI & FSSAI will be used and Ice Cream of Amul, Mother Dairy etc or of trusted brand duly approved by FICCI & FSSAI will be used. (Subject to be checked at the time of services by school authorities)

6. Quantity of fresh fruit at lunch will be @ one per head >130 gms of good quality only. Alternate variety of fruits to be provided every day. (Subject to be checked at the time of services by school authorities) No repetition of fruit on each day to be done by the service provider. Banana not to be served for more than 2 days in a week in summers.

7. Chicken to be provided for Non-vegetarian and Paneer (Amul, Mother Dairy, Saras etc or of trusted brand duly approved by FICCI & FSSAI) will be given to vegetarian only, on specified days as per menu. (Subject to be checked at the time of services by school authorities)

8. The quality of Vegetables, Meat, Chicken/Fish and Paneer should be fresh. Contractor will ensure the Meat/ Chicken should be of healthy bird/animal and will be subjected to inspection by the Mess Manager & Medical Assistant / School Authority. (Subject to be checked at the time of services by school authorities). The source of supply of the above items needs to be conveyed to the school authorities by the service provider which can be checked at any time by them.

9. Dry ration to be of high standard and of popular brand in the market / will be preferred by the school. Only mustard oil of trusted brands duly approved by FICCI & FSSAI to be used for cooking. Desi Ghee should be of Amul, Saras, Patanjali or of trusted brand duly approved by FICCI & FSSAI. (Subject to be checked at the time of services by school authorities)

10. The following substitute is to be provided by the contractor, in case of non-availability of Meat/Chicken and Eggs, owing to unavoidable circumstances:-

- | | | | |
|-----|---------------------------------------|---|----------------|
| (a) | In-lieu of meat/chicken (For Non veg) | - | Paneer-125gms |
| (b) | In-lieu of two eggs (For Non veg) | - | Paneer-100 gms |
| (c) | In lieu of Milk (on non-availability) | - | Paneer-125gms |

11. Milk and snacks to the Cadets/authorized Staff to be provided during break time /recess in Academic Block in the morning and in the Mess/ Hostel in the evening.

12. The Contractor will use Rice and Flour of Branded/ Reputed Company as per details given below only:-

(a) Atta - Ashirwad, Shakti Bhog, Annapurana, Fortune, Nature Fresh or of trusted brand duly certified by FICCI & FSSAI. (No Other brand to be used)

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- (b) Rice - High quality Basmati good quality- India Gate, Rajdhani, Lal Quila Basmati etc or of trusted brand duly certified by FICCI & FSSAI. (No Other brand to be used, Subject to be checked at the time of services by school authorities). If brands other than the above are found to be used, the services for that meal will not be counted for payment action and also necessary action will be initiated by the school authorities against the service provider.
13. Condiments should be AGMARK, FPO of MDH, Kitchen King, Catch or of trusted brand duly approved by FICCI & FSSAI. Iodized Salt will be used in the Mess and also to be provided to cadets on their dining table for sprinkling by way of giving in a salt pot duly freed from any humidity. (Subject to be checked at the time of services by school authorities. No Salt to be served in Pickle bottles/case).
14. At times, meal services for additional number of students are to be catered by the contractor on same per cadet, per day payment, on receipt of prior information from school authority. The calculation of one meal will be on pro rata basis based on weightage of each consumed meal.
15. The food shall be cooked, stored and served under hygienic conditions. The contractor shall ensure that only freshly cooked food is served to the cadets. No residual food/cooking oil of one meal is to be served in the subsequent meal.
16. Any food poisoning occurring owing to the contractor's failure in taking adequate precaution, if proved, then it will be the responsibility of the contractor to pay requisite compensation and the School Administration is empowered to take appropriate action, as feasible. The service provider has to preserve the food sample of each meal for 24 Hours in a deep freezer subject to be checked by food safety authorities of government.
17. The contractor will preserve samples of every food for minimum 24 Hours for quality check in the boxes provided by the school authority.
18. Changes in seasonal Vegetable/Menu can be made only with the recommendation of Mess Committee and approval of the Principal.
19. Alteration in Terms and Conditions suiting to the School need can be inserted / modified with the consent of both parties, subject to local conditions, even after finalization of the contract.

Sample Menu.

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20. The contractor will provide tasty daily food as per the menu decided by the Mess Committee, during the contract period.

21. School reserves the right to change the menu from time to time depending upon seasonal factor, prevailing food related pandemic condition e.g, Bird flu etc and requirement of the Cadets. The same will be communicated in writing to the contractor, well in advance. **In the event of any outstation visit by the school cadet and staff, the service provider has to give high quality packed food in good packing material (Food Boxes). No extra payment will be given to the service provider in this regard.**

22. Daily Food Tasting is to be presented to Administrative Officer / Vice Principal/ Principal, as per menu.

23. On special occasions, food will be served as per **Strength and Menu** communicated in advance, on finalized rates as a buffet / seated dinner as per the directions of school authority.

24. **Main Events (Subject to Inclusion / Deletion by School Authorities).**

Ser No	Main Events	No of Events (For providing special menu in one meal)
(a)	Founder's Day	01
(b)	VIP Visits/ Officers Dining Out	06
(c)	Republic Day and Independence Day	02
(d)	Cock House Party	01
(e)	Birth Day Celebration with Cake	10
(f)	Festival Days	10
(g)	Any other day as decided by the school auth	02
(h)	Army Day, Air Force Day and Navy Day	03

25. **High Tea Menu (Total 08 High Tea for every contracted year including extension of contract in subsequent years given by school).**

- (a) Cocktail Samosa / Pyaz Kachori/ Patties.
- (b) Plum Cake/ Fruit cake.
- (c) Kala Gulab Jamun.
- (d) Veg Cheese Sandwich (3 layers).
- (e) Cookies- Salty / Sweet.
- (f) Tea/Coffee.
- (g) Jaljeera / Lemon Water.

Note. Considering the harsh winter season, the service provider has to provide pre boiled and warm drinking water to the school cadets during all meals in winter season. No extra

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payment on account of consumption of LPG, labor etc to be made to the service provider in this regard by the school.

Staff.

26. **Food Handler Medical.** Cooks, Waiters and other Mess Staff should be Free from Infection (FFI). All mess staff will undergo monthly Medical Check-up and record to be maintained. Dress/Uniform code for the catering staff will be defined by the school authorities and provided by the service provider. (Subject to be checked at the time of services by school authorities). The service providers team to have trimmed haircut and nails and they need to bath every alternate day at least.

27. The contractor will provide sufficient manpower to ensure hygiene, quality of food, serving within 30 minutes to all cadets, cleanliness and maintenance but not less than at least 8x Cooks, 25x Waiters, 3x Masalchi and, 8x Safaiwala for the Mess. Strength of Mess Staff to be increased on special occasions. The nominal roll (list) of all such staff with the designation while doing services in Cadets' Mess, along with their Photo ID and medical checkup certificate and their designation e.g. Safai wala/ Cook/ Masalchi/ Waiter etc to be submitted by the service provider well in advance.(Subject to be checked at the time of services by school authorities)

28. Firm / Contractor will be personally responsible for cleanliness of his employees and ensure that they take regular haircut, nails cut, baths and wear clean / smart uniform. He will provide uniforms including Apron and Headgear to cooks, waiters and those who work in the mess. While on duty all staff members must wear the uniform provided by the contractor, failing which 70% per day will be deducted from the contractor's bill. He will carry out the police verification of his employees and forward the same to school.

Equipment & Facility.

29. The school will provide the following available items to the contractor in serviceable state:-

- (a) Mess space. (Cook House, Rest Area, Washrooms, Stores, corridors, dining area etc)
- (b) All cooking utensils and dining related furniture.
- (c) Requisite dining crockery / utensils/ equipment's. (Any special utensil/equipment for preparation of special dishes, to be brought by contractor, school will not provide any other item).
- (d) LPG connection with fittings and "Bhatti" (Stove).

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(e) All electrical fixtures and fittings including fans, exhaust fans, fly catcher, air curtains, lights, TV, RO , Water cooler, Gyser setc

(f) In addition following labour saving / useful devices are available:-

- (i) Potato peeling machine (10 Kgs).
- (ii) 2 x Atta kneading machine (25 Kgs)
- (iii) Ice making machine (50 Kgs).
- (iv) Idli / dosa batter making machine.
- (v) Food / Veg / Fruit fresh preserve equipments.
- (vi) Deep freezers (3 numbers).
- (vii) Rice Boiler.
- (viii) Chimney and Fresh Air Ducts.
- (ix) Peda Punching Machine.
- (x) Peda Maker.
- (xi) Cold Room Storage (10 ft X 16 ft).
- (xii) Bain Maries.

(g) Ante room and wash room.**(No Mess utensils like jugs/steel tumblers to be utilized by mess staff in their washroom. Heavy penalty to the tune of maximum INR 5000/- per incident will be imposed to the service provider if his staff caught by the school authorities to do so resulting in compromised hygiene in the cadets' Mess).**

(h) **Water supply as per the school timings on payment.**

(j) **Electricity (including DG supply) on payment as per the school timings (Separate meter is provided).**

(k) Any additional requirements of inventory thereafter will be met by the contractor through his own resources. In case of breakdown of labour saving device, the responsibility to make the device serviceable and also standby / alternate arrangement will be of service provider. In no case messing / catering services should not be suffered.

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Note. Service provider is free to utilize the above equipment and facilities, however, repair and maintenance shall be his responsibility and he will hand over the same on completion of contract in working condition without any breakage.

Maintenance of Inventory.

30. The inventory of items will be handed over to the contractor in good and working condition at the commencement of the contract period. The contractor will be responsible for all loss /breakages / theft etc at his own cost. He will ensure **serviceability of all items held in the inventory, at all times and all items are to be handed over to the school in operational condition on culmination of contract.**

31. **Kitchen equipment's, cooking utensils, crockery, and cutlery, dining hall furniture and service counters will be provided by the school. Upkeep and repairs of all items will be responsibility of the contractor during the contract period.**

32. **The contractor will be responsible for safe custody and security of utensils, cooking equipment, Furniture, LPG appliances, cylinders held on his charge and the mess complex as a whole.**

33. **The cost on account of LPG fuel consumption will be borne by the supplier/contractor. The contractor will procure the LPG under his own arrangement. In case of any short supply etc, School will not be responsible for the same.**

34. **The contractor will bear the expenditure of AMC including repair/servicing of all appliances/equipment provided to him.**

35. **The contractor shall arrange for fogging, pest control at his/her own cost at regular interval i.e. once per month, removal of the garbage, kitchen waste or any other type of refuse or waste material every day. He shall maintain environmental hygiene and proper sanitation of the mess and its surrounding area during all working hours. Leftover food shall be disposed as per directions from the school authority and will not be disposed inside school premises.**

36. **The contractor will be responsible for cleaning the Sewage Line of the mess area and toilets used by his employees.**

37. **The contractor will be responsible for disposing off garbage of Mess, hygiene & sanitation and cleanliness of Mess cooking area, dining halls and surrounding area of mess i.e Cadets Toilets.**

38. **The contractor shall be responsible for upkeep/maintenance of the building and equipment's entrusted to him/her and damage caused to them shall be made good by the**

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contractor, failing which the same will be deducted from the Security Deposit/Mess Bill. Upon termination of contract, all deficiency / equipment rendered unserviceable will be made-up / repaired by the contractor at his own cost, failing which, school will be free to make up the deficiency / get the items repaired & deduct the amount from the last bill produced by the contractor.

Special Conditions.

39. **Penalty.**

(a) If a single item is found sub-standard in a meal then minimum penalty will be 50% of one complete meal of all Cadets. In case, if the item is not consumable as per Mess Committee then the penalty will be 80% of the complete meal of all Cadets.

(b) If two or more items are found sub-standard, then the penalty will be 80% of all Cadets. In case the items are completely non-consumable as per Mess Committee then the penalty will be 100% of the meal of all Cadets.

(c) If 50% of any meal i.e. Breakfast, Lunch, Refreshments or dinner is found sub-standard then the penalty will be 100% i.e. **nothing will be paid for that particular meal.**

40. **Hygiene.**

(a) Warning letter according to the fault will to be issued.

(b) If no improvement is observed after three such successive warnings then penalty will be charged Rs 10,000/- for first seven days and then Rs 25,000/- per day. Thereafter contract will be terminated after 30 days, if no improvement is observed.

(c) If then also, there is no improvement then penalty will be charged @ 80% rate of per meal per day.

41. **Cleaning of Mess.** The responsibility of cleaning of Mess will be of contractor as per details given below :-

(a) Inside of Cook house and dining hall flooring including brooming, wiping , common areas including corridors, wash rooms(On daily Basis), fans, tube-lights, flycatchers, exhaust fans, chimneys(Once in a fortnight)

(b) Cadet's / staff washroom. (Daily Basis)

(c) Ante room. (Daily Basis)

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(d) Outside area of Mess as specified by the school authority. . (Daily Basis)

(e) Procurement of cleaning material will be the responsibility of contractor. School authority will not provide any cleaning / hygiene material.

42. **Deductions.**

(a) The responsibility to ascertain total number of Cadet having their all three meal and two refreshments will be of contractor which will be verified by Duty Master / Quartermaster of School. In case of any Cadet's not taking any meal the deduction will be to the nearest round figure of percentage of per man, per day rate as given under :-

(i)	Breakfast	-	15%.
(ii)	Morning Refreshment	-	5%.
(iii)	Lunch	-	30%
(iv)	Evening Refreshment	-	5%
(v)	Dinner	-	45%.

(b) **Special Menu.** In case of total number of special menu (35 Dinner / Lunch) not being utilized, an amount equivalent to 65% of per man per day as fixed in the contract will be deducted for each unutilized Special Menu (Dinner / Lunch). The deduction will take place while making payment for the penultimate month of contracted year.

(c) **High Tea** In case of total number of High Tea (Out of 08) not being utilized till one year of the contract from the date of signature by both parties, an amount equivalent to 10% of per man per day as fixed in the contract will be deducted for each unutilized High Tea. The deduction will take place while making payment for the penultimate month of contracted year.

Contractor's Liability.

43. **The Contractor and / or his Appointed Supervisor must be present in the Mess during Every Meal timings.** He will make available himself during the inspection of Mess by School Authorities as well as VIP visit to School/Hostel Complex.

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44. **Timing of Meals.** Contractor to ensure that all major meals begin and finish within a period of 30 minutes without any lacuna / disturbance in services.
45. The Contractor will also arrange special lunch/other Admin arrangement to organize tea/snacks outside the School/Hostel as and when school authorities order for the same.
46. Messing contractor to ensure that the **Meals/Food/Snacks** are served to the cadets as per the timings prescribed by the school time table.
47. The contractor is to ensure that the Vegetable used in the Mess for cooking is fresh & of good quality.
48. No deviation from quality, quantity, brand, sizes are permitted without concurrence of Quartermaster / Admin Officer.
49. The cooking process, Stores, Dining Hall, sanitation & hygiene in the Mess is subjected to inspection by the School Authorities or anyone detailed by them at any point of time, without disturbing the schedule of the Mess.
50. The contractor will pay Electricity bill of meter reading for Cook House, Dining Hall, Store, Restroom , Sleeping Area, Corridor as per AVVNL tariff plus Departmental Expenses as per meter reading.
51. Under no circumstances, the contractor who has been awarded contract shall **sublet** the Contract to other party. Else, his/her security deposit will be forfeited and will be blacklisted for ten years.
52. **GST & Service Taxes.** The GST and all other Taxes will be inclusive of the quoted rate. In case GST is not applicable for educational Institute, then it will not be levied.
53. **TDS and All Taxes.** TDS and all Taxes related to tender imposed by Central/State Govt will be borne by the Contractor.
54. **Termination of Contract.** The contract is subject to termination by giving 45 days notice to the service provider by School authorities.

Miscellaneous Point

55. Any point of common interest, if left out inadvertently, can be discussed and resolved mutually by both the parties, during Tender opening process.
56. The contractor agrees to indemnify the customer against all claims for compensation by or on behalf of any workmen employed by him in connection with this agreement for injury or death by accident under the Workman Compensation Act (Act VIII of 1923).

I / We have read the above points, have understood the same and agree to abide

(Sign & Stamp of Bidder)

PART-V : EVALUATION CRITERIA AND COMMERCIAL BID ISSUE

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 fulfill all eligible and qualifying requirements of the RFP both technically and commercially.
 - (b) Being the two bid system, the Technical Bids forwarded by the Bidders will be evaluated by the Buyer with reference to the technical criteria as mentioned in the RFP. The Commercial Bids of only those Bidders will be opened whose Technical Bids would clear the technical evaluation.
 - (c) The bidders should prepare their Commercial price Bid after considering facts and costs involved including men and all material. The Buyer reserves the right to reject the commercial quotes which are not in consonance with the bench marked price as done by the Buyer. School will set a lower benchmark cost of meal per cadet per day and bid quoting price lower than the benchmarked price shall be discarded being unrealistic.
 - (d) **The lowest bid will be decided upon the lowest price quoted by the particular Bidder as per the price Bid format of BOQ given at Appendix L of the RFP.** The consideration of taxes and duties in evaluation process will be as follows:-
 - (i) The bidders are required to spell out the rates of Tax.
 - (ii) The lowest acceptable Bid will be considered further for placement of contract/Work Order after complete clarification and price negotiations as decided by the Buyer. The buyer reserves the right to do, apportionment of quality and quantity, if it is convinced that the lowest bidder is not in position to do entire work in stipulated time.
 - (iii) The bidder need to quote price inclusive of all applicable duties / taxes etc. No request / representation at later stage will be accepted by School authorities, if any inclusion of duty / taxes incorporated by the successful bidder during billing stage.
 - (iv) **If a bidder is exempted from payment of Tax upto any value of supplies from them, they should clearly state that no such tax / duty will be charged by them upto the limit of exemption which they may have. If any concession is available in regard to rate/quantum of customs duty/excise duty/GST it should be brought out clearly.**
 - (v) If there is discrepancy between the unit price and the total price that is obtained by multiplying the unit price and quantity, the unit price will prevail and the total price will be corrected. If there is a discrepancy between words and figures the amount in words will prevail for calculation of price.

I / We have read the above points, have understood the same and agree to abide

(Sign & Stamp of Bidder)

(vi) FAQ (Frequently Asked Questions).

Ser No	Questions	Answers
(aa)	Total cost of tenders not mentioned	Being healthy competition amongst vendors.
(ab)	Whether visit by the Bidders to Sainik School Jhunjhunu is permissible to ascertain the nature of tasks/other relevant details	Yes, advance intimation by the bidders is mandatory to arrange for the visit(s) via ssjrprocure2020@gmail.com

(vii) Any other criteria as applicable to suit a particular case.

2. **Rejection Clause.**

(a) The Tenders of the Firms quoting unreasonable rates.

(b) An individual/Firm submitting more than one Bid will be summarily liable to be rejected.

(c) Conditional bids will not be considered and out rightly rejected at the very first instance.

(d) Subletting of the contract.

(e) Canvassing by bidders in any form, unsolicited letters and post tender corrections may invoke summarily rejection with forfeiture of EMD. Conditional tenders will be rejected.

3. Contract with the successful bidder(s) will be concluded only for the prospective period.

4. Above RFP has been issued by Administrative Officer for and on behalf of Principal Sainik School Jhunjhunu.

I / We have read the above points, have understood the same and agree to abide

(Sign & Stamp of Bidder)

Appendix 'A'

(Refers to Part I, Para 2(c) Part B(iii),
RFP No SSJR/QM/516/ 2023-24
dt 03 June 2023)

ANNUAL TURNOVER BETWEEN 01 APR 2020 TO 31 MAR 2023 (LAST THREE FY)

To

Principal
Sainik School Jhunjhunu
VPO - Dorasar
Distt - Jhunjhunu (Raj)
PIN - 333 021

Serial No	Financial Year	Details of Contracts	Turnover (Rs)
1.	2020-21		
2.	2021-22		
3.	2022-23		
4.			
5.			
6.			
7.			
8.			
		Total	

Yours faithfully,

Date : 2023

Signature of the Bidder, with Official Stamp
of the Firm**Notes**

- Above Table to be prepared on letter Head of the Firm.
- Audited profit and loss statement for the Financial Years (01 Apr 2020 to 31 Mar 2023) of the Firm covering above Tabulated is forwarded.
- Minimum qualifying requirement of average annual turnover for Financial Year 2020-21 to FY 2022-23(Any three FY) at the Firm is Rs 75,00,000/- (Rupees seventy five lakhs only) for this Tender.

I / We have read the above points, have understood the same and agree to abide

 (Sign & Stamp of Bidder)

Appendix 'B'

(Refers to Part I, Para 2(c) Part B(vi),
RFP No SSJR/QM/516/ 2023-24
dt 03 June 2023)

TENDER CONDITIONS ACCEPTANCE LETTER

The letter will be prepared on the letter Head of the Firm and will be submitted as part of Cover-I.

To,

Principal
Sainik School Jhunjhunu
VPO - Dorasar
Distt - Jhunjhunu (Raj)
PIN - 333 021

Tender Reference No : RFP No SSJR/QM/516/ 2023-24 dt 03 June 2023

Name of Tender/Work : **OUTSOURCING OF CADETS' MESS SERVICES ON ANNUAL CONTRACT AT SAINIK SCHOOL JHUNJHUNU FOR FINANCIAL YEAR THE YEAR 2023-24**

Dear Sir,

1. I/we have downloaded /obtained the tender document(s) for the above mentioned "Tender/Work" from the web site (s) namely:
2. I/We hereby certify that I/We have read entire terms and conditions of the tender documents form **Page No 01 to Page No 41** (including all documents like annexure(s), schedules(s) etc, which from the part of the Agreement and I/We shall abide by the terms/conditions/clauses contained therein.
3. The corrigendum(s) issued from time to time by your department/organization too have also been taken into consideration, while submitting the acceptance letter.
4. I/We hereby unconditionally accept the tender conditions of above mentioned tender document(s)/corrigendum(s) in its totality/entirely.
5. The Technical / Commercial Bid and its enclosures as submitted in Physical Form as mentioned in Part I of RFP is the true copy of the documents.
6. In case any provision of the tender are found violated, your department/organization shall be at liberty to reject this tender/bid including the forfeiture of the full said Earnest Money Deposit absolutely and we shall not have any claim/right against department in satisfaction of the condition.

Yours faithfully,

Date : 2023

Signature of the Bidder, with Official Stamp of the Firm

I / We have read the above points, have understood the same and agree to abide

(Sign & Stamp of Bidder)

Appendix 'C'

(Refers to Part I, Para 2(c) Part B(vi),
RFP No SSJR/QM/516/ 2023-24
dt 03 June 2023)

CERTIFICATE CLAUSES BY CLAUSE COMPLIANCE

1. I / We _____ certify that I/ We shall comply Part I to Part V of the RFP Clause by Clause mentioned at RFP No SSJR/QM/516/ 2023-24 dt 03 June 2023)

2. The information/documents furnished along with the above RFP are true and the authentic to the best of my knowledge and belief. I/We am/are well aware of the facts that furnishing of any false information/documents could lead to rejection of my tender at any stage besides any liabilities towards prosecution under the appropriate laws.

3. I hereby further declare that all Terms and Conditions are substantially response.

Yours faithfully,

Date : 2023

Signature of the Bidder, with Official Stamp
of the Firm

Notes

1. The certificate will be signed by the owner of the Firm or any person authority to do so on behalf of the owner.

2. **The certificate will be prepared on the letter Head of the Firm and will be submitted as part of Cover-I.**

I / We have read the above points, have understood the same and agree to abide

(Sign & Stamp of Bidder)

Appendix 'D'

(Refers to Part I, Para 2(c) Part B(vii),
RFP No SSJR/QM/516/ 2023-24
dt 03 June 2023)

CERTIFICATE

(To be submitted on Rs 500/- (Rupees Five Hundred Only) Non judicial Stamp Paper)

I, _____ (name, designation & address) of the Firm _____ (name & address of the register office) hereby declare that our contracts have not been terminated before completion of contract or the Firm has not been debarred/blacklisted/banned by any Govt department/autonomous body in the last four years with effect from 01 Apr 2019 to till date. In case of default, EMD submitted by our /my Firm for "**Outsourcing of Cadets' Mess Services at Sainik School Jhunjhunu, Rajasthan for the Year 2023-24**" be forfeited.

Signed by the within Named

_____ (insert the Name of the executants (s))

Through the hand of Mr _____

duly authorized signatory

Dated this _____ day of 2023

Before me,

Notary Accepted

_____ (Signature)

(Name, Title and Address
of the Attorney)

I / We have read the above points, have understood the same and agree to abide

(Sign & Stamp of Bidder)

Appendix 'E'

(Refers to Part I, Para 2(c) Part B(viii),
RFP No SSJR/QM/516/ 2023-24
dt 03 June 2023)

FORMAT FOR POWER OF ATTORNEY

(To be submitted on Rs 50/- (Rupees Fifty only) Non judicial Stamp Paper)

Know all men by these presents, we (name and address of the registered office) do hereby constitute, appoint and authorize Mr/Mrs..... (name and residential address) as our true and lawful attorney, to do in our name and on our behalf, all such acts, deeds and things necessary in connection with or incidental to submission of our Tender for for "**Outsourcing of Cadets' Mess Services at Sainik School Jhunjhunu, Rajasthan for the Year 2023-24**" including signing and submission of the Tender and all documents specified in the Tender Document, including, undertakings, letters, certificates, acceptances, clarifications, guarantees, etc making representations to the Office of Sainik School Jhunjhunu and providing information/responses to the Office of Sainik School Jhunjhunu, representing us in all matters before the Office of Sainik School Jhunjhunu and generally dealing with the office of Sainik School Jhunjhunu in all matters in connection with our Tender for the said project.

We hereby agree to ratify all acts, deeds and things lawfully done by our said attorney pursuant to this power of attorney and that all acts, deeds and things done by our aforesaid attorney shall and shall always be deemed to have been done by us. All the terms used herein but not defined shall have the meaning ascribed to such terms under the tender document.

Signed by the within Named

_____ (insert the Name of the executants (s))

Through the hand of Mr _____

duly authorized signatory

Dated this ____ day of 2023

Before me,

Notary Accepted

_____ (Signature)

(Name, Title and Address

of the Attorney)

Note. The mode of execution of the power of attorney should be in accordance with the procedure, if any laid down by the applicable law and the charter documents of the executants and when it is to require the same should be under common seal, affixed in accordance with the required procedure.

I / We have read the above points, have understood the same and agree to abide

(Sign & Stamp of Bidder)

Appendix 'F'
(Refers to Para 2(c) Part I Part B(viii)
RFP No SSJR/QM/516/ 2023-24
dt 03 June 2023)

SOLE PROPRIETOR CERTIFICATE

(To be submitted on Rs 50/- (Rupees Fifty only) Non Judicial Stamp Paper)

I,
(name & address) am the sole proprietor of the Firm
(name & address of the register office). I will be solely responsible for all such acts, deeds and things necessary in connection with or incidental to submission of our Tender for "**Outsourcing of Cadets' Mess Services at Sainik School Jhunjhunu, Rajasthan for the Year 2023-24**", including signing and submission of the Tender and all documents specified in the Tender Document, including, undertakings, letters, certificates, acceptances, clarifications, guarantees, etc making representations to the Office of Sainik School Jhunjhunu and providing information/responses to the Office of Sainik School Jhunjhunu, representing us in all matters before the Office of Sainik School Jhunjhunu and generally dealing with the Office of Sainik School Jhunjhunu in all matters in connection with our Tender for the said project.

Date : 2023

(Signature of the Proprietor)

I / We have read the above points, have understood the same and agree to abide

(Sign & Stamp of Bidder)

Appendix 'G'

(Refers to Para 2(c) Part I Part B(ix)
RFP No SSJR/QM/516/ 2023-24
dt 03 June 2023)

**CERTIFICATE OF PAYMENT TO THE WORKMEN DEPLOYED UNDER
THE PROPOSED CONTRACT**

Any amount payable to the workmen deployed under the proposed contract or payable to any organization in respect of the said workmen in terms of any applicable Labour Laws, will be paid to such workmen/organization. The bid has been prepared taking into account all such payments.

Yours faithfully,

Date : 2023

Signature of the Bidder, with Official Stamp
of the Firm

Note. The certificate will be signed by the owner of the Firm or any person authority to do so on behalf of the owner.

I / We have read the above points, have understood the same and agree to abide

(Sign & Stamp of Bidder)

Appendix 'H'
(Refers to Para 15 of Part III
RFP No SSJR/QM/516/ 2023-24
dt 03 June 2023)

PERFORMANCE BANK GUARANTEE (PBG) FORMAT

Whereas (hereinafter called the "Bidder") has submitted their offer dated.....for the supply of (here in after called the "Bid") against the Buyer's Request for proposal No... .. know all men by these presents that weof having our registered office at are bound unto (herein after called the "Buyer) in the sum offor which payment will and truly to be made to the said Buyer, the Bank binds itself, its successors and assigns by these presents.

Sealed with the Common Seal of the said Bank this..... day of20.....

The conditions of obligations are: –

- (1) If the Bidder withdraws or amends, impairs or derogates from the Bid in any respect within the period of validity of this tender.
- (2) If the Bidder having been notified of the acceptance of his tender by the Buyer during the period of its validity:
 - (a) Fails to furnish the Performance Security for the due performance of the contract.
 - (b) Fails or refuses to accept/execute the contract. We undertake to pay the Buyer up to the above amount upon receipt of its first written demand, without the Buyer having to substantiate its demand, provided that in its demand the Buyer will note that the amount claimed by it is due to it owing to the occurrence of one or both the two conditions, specifying the occurred condition or conditions. This guarantee will remain in force upto and including 45 days after the period of tender validity and any demand in respect thereof should reach the Bank not later than the above date.

.....
(Signature of the authorised officer of the Bank)

Name and designation of the officer Seal,

Name & address of the Bank and address of the Branch

I / We have read the above points, have understood the same and agree to abide

(Sign & Stamp of Bidder)

Appendix 'J'
(Refers to Para 13 of Part II
RFP No SSJR/QM/516/ 2023-24
dt 03 June 2023)

CERTIFICATE OF PAYMENT TO THE WORKMEN DEPLOYED
UNDER THE PROPOSED CONTRACT

Any amount payable towards workmen deployed under the proposed contract or payable to any organization in respect of the said workmen in terms of any applicable Labour Laws will be paid to such workmen/ organization. The bid has been prepared taking into account all such payments.

Because of any deficiency on my/our part, if any liability arises on the Principal, Sainik School Jhunjhunu expense, that will be indemnified by me/us as and when it arise.

Yours Faithfully,

Date:

Signature of the Bidder with Official Stamp

Note. The certificate will be signed by the owner of the Firm or any person authorized to do so on his behalf.

Note: The successful bidder will also submit both certificates on Non Judicial Stamp Paper before commencement of the contract.

I / We have read the above points, have understood the same and agree to abide

(Sign & Stamp of Bidder)

Appendix 'K'

(Refers to Para 1 of Part II
RFP No SSJR/QM/516/ 2023-24
dt 03 June 2023)

INDICATIVE / SAMPLE MENU FOR THE MAIN EVENTS (SPECIAL MENU)

BUFFET / SEATED MEAL
(TO BE SIGNED AND ATTACHED WITH TECH BID)

Starter Course.

1. Real / Tropicana Brand juice Tetra packet for each Cadet / adult 200 ml/Fresh Juice 200 ml/ Cold Drinks and Tomato Soup 100ml / Sweet Corn Soup 100 ml/ Mix Veg Soup 100 ml or equivalent as decided by school authorities.
2. Mix Veg Pakora, Ground Nuts, Potato Chips, Paneer Tikka (Veg)/ Chicken Tikka (N- Veg) and / or equivalent as decided by school authorities.

Main Course.

3. Butter Chicken (For N/Veg) or Equivalent as decided by school authorities.
4. Shahi Paneer/Kadahi Paneer (For Veg) or Equivalent as decided by school authorities.
5. Mix Vegetable/ Navrattan Korma/ Mali Kofta or Equivalent as decided by school authorities.
6. Dal Makhni/Tadka/ Sindhi/Fry or Equivalent as decided by school authorities.
7. Dahi Bada with Chutney or Equivalent as decided by school authorities.
8. Green Salad, Pickle, Papad or Equivalent as decided by school authorities.
9. Pulav (Veg/ Dry Fruit) with Good quality Basmati Rice as decided by school authorities.
10. Tandoori Roti/ Stuff Naan/Missi Roti/ Palak Poori/ Beetroot Poori or equivalent as decided by school authorities.
11. **Hot Sweet.** Gulab Jamun/Gajar Halwa/Jalebi/ Rabadi/ Moong Daal Halwa or equivalent as decided by school authorities OR as decided between Hot or Cold by school authorities.

OR

12. **Cold Sweet.** Ice Cream various flavour(s) (Only AMUL/ MOTHER DAIRY/ QUALITY WALLS BRAND) /Fruit Cream/Rasmalai/ Rasgulla/ Phirni/ Bengali Sweet or equivalent as decided by school authorities.

I / We have read the above points, have understood the same and agree to abide

(Sign & Stamp of Bidder)

13. Sweet Sonf (Fennel seed), Mishri, Elaichi or equivalent as mouth Freshener.

Note: The menu can be altered in concurrence with Mess Committee and approval of school authority.

Birthday Celebration.

14. Sponge Cake (all Flavour) per pound from reputed Bakery of Jhunjhunu/ adjoining area.

15. Pastry- 50-60 Gms each (Number will vary from 560-600 and sometimes may fall below 560) subjected to cadets going on leave / hospitalization etc.

I / We have read the above points, have understood the same and agree to abide

(Sign & Stamp of Bidder)

Appendix 'L'

(Refers to Para 1 of Part II

RFP No SSJR/QM/516/ 2023-24

dt 03 June 2023)

INDICATIVE/ SAMPLE DAILY MENU AS REFERENCE ONLY)(TO BE SIGNED AND ATTACHED WITH TECH BID)

Day	Breakfast	Morning Snacks	Lunch	Evening Refreshment	Dinner
Mon	SUJI HALWA WITH BLACK CHANA CURRY	BISCUIT PKT 33 GM / COOKIES / NAN KHATAI WITH 200 ML MILK	CHAPATTI, CHANA DAAL, RICE, MIX VEG, SEASONAL FRUIT	CREAM ROLL (BIG SIZE) WITH 200 ML FRESH FRUIT JUICE WITHOUT SUGAR AND ICE	JEERA RICE, CHAPATTI, EGG CURRY(FOR NON-VEG) AND SOYA CHUNKS (FOR VEG) DAAL, PICKLE WITH MOONG DAAL HALWA
Tue	BREAD (04 PCS BIG SIZE) BUTTER & JAM (40 GM) VEG CUTLET (02 PCS 50 GM EACH) AND FOR NON-VEG 02 BOILED EGGS. 200 ML MILK FOR EACH	ALOO BONDA (02 PCS) STANDARD SIZE WITH HOT COCO	RICE, CHAPATTI, SEASONAL VEGETABLE, BLACK CHANA, MIX VEG RAITA, SEASONAL FRUIT	VEG PAKORA (100 GM) EACH CADET WITH LEMONADE	CHAPATTI, RICE, DAAL ALOO MATAR/ ALOO CABBAGE/ ALOO CAPSICUM WITH SWEET BOONDI
Wed	PURI, ALOO TOMATO CURRY, PICKLE	BISCUIT PKT 33 GM / COOKIES / NAN KHATAI WITH 200 ML MILK	RICE PLAIN, CHAPATI, GUTTA CURRI, MIX DAAL, PICKLE, SEASONAL FRUIT	SUJI HALWA (150 GM EACH CADET)	CHAPATI, RICE, PANEER (FOR VEG), (CHICKEN CURRY FOR NON-VEG) WITH BALU SHAHI

I / We have read the above points, have understood the same and agree to abide

 (Sign & Stamp of Bidder)

Day	Breakfast	Morning Snacks	Lunch	Evening Refreshment	Dinner
Thu	POHA WITH CHAND CURRY, HOT / COLD BOURNVITA MILK	KACHORI (01 PCS BIG SIZE)	CHAPATI, RICE, PULAV, RAJMA, SEASONAL VEGETABLE, PICKLE, CUCUMBER RAITA, SEASONAL FRUIT	VEG PAKORA (100 GM EACH CADET)	CHAPATI, GREEN SAAG OR EQUIVALENT, RICE, KADHI PAKODA, DAAL CUSTARD
Fri	RICE DAAL KHICHADI WITH CURD AND BUTTER 20 GM EACH CADET	BISCUIT PKT 33 GM / COOKIES / NAN KHATAI WITH 200 ML MILK	CHAPATI, JEERA RICE, SEASONAL VEGETALE, WHITE LOBIA, LOKI RAITA, PICKLE, SEASONAL FRUIT	01 SAMOSA (STANDARD SIZE)	CHAPATI, RICE, DAAL MAKHANI, PANEER (FOR VEG), CHICKEN CURRY (FOR NON VEG) SWEET BOONDI
Sat	BREAD (04 PCS BIG SIZE) BUTTER & JAM (40 GM) VEG CUTLET (02 PCS 50 GM EACH) AND FOR NON-VEG 02 BOILED EGGS. 200 ML MILK FOR EACH	CREAM ROLL (BIG SIZE)	CHAPATI , PLAIN RICE, DAAL MASSOR, GUTTA CURRY, PLAIN DAHI.	HALWA (150GM EACH CADET) WITH HOT COCO	CHAPATI , RICE, MOONG DAAL, PANEER (FOR VEG), CHICKEN (FOR NON-VEG), JALEBI
Sun	02 BHATURE WITH CHHOLE, RICE, ZEERA ALOO, BOONDI RAITA, LACHHA PYAJ			01 SAMOSA (BIG SIZE)	CHAPATI, GUTTA CURRY, DAAL, PICKLE, RICE

I / We have read the above points, have understood the same and agree to abide

(Sign & Stamp of Bidder)

Note: Only mustard oil (sarso oil) to be used of FSSAI & FICCI approved brands. Desi Ghee only of trusted brands duly approved by FICCI & FSSAI should be used as per the requirement. Vegetables and Fruits will be seasonal and of good quality (Fruits - Apple, Guava, Orange, Grapes, Banana Papaya, Litchi, Mango, Watermelon) (Vegetable – Ladyfinger, Cauliflower, Cabbage, Brinjal, Spinach, Peas, Pumpkin, Carrot, Beans, Bitter gourd, Bottle gourd, Capsicum, Ridge gourd, Cluster beans, Round Gourd etc) **For Dahi, only Saras, Mother Dairy, etc of trusted brand duly approved by FICCI and FSSAI (min 100gm per cadet) will be used. In summers frozen peas will be used for making mattar paneer etc. Due to Bird Flue OR similar situation, service provider has to give substitute of Egg, Chicken, e.g, Paneer.**

Minimum 75-80 gms Paneer of brands like amul, saras, mother dairy etc only to be given to veg diner plate on paneer vegetable day and 150 gms chicken to be given to non-veg diner on chicken day.

IMPORTANT NOTE. This menu is only for the reference purpose. The school administration can change the menu including sweets as per the prevailing conditions, health contingencies and valid recommendation of School Mess Committee. The service provider has to abide all decision of the Mess Committee.

I / We have read the above points, have understood the same and agree to abide

(Sign & Stamp of Bidder)

Appendix 'M'
 (Refers to Para 2(f) of Part II
 RFP No SSJR/QM/516/ 2023-24
 dt 03 June 2023)

SAINIK SCHOOL JHUNJHUNU (RAJ)

(TO BE ATTACHED AND SUBMITTED IN
 COMMERCIAL / FINANCIAL BID IN A SEALED ENVELOPE)

COMMERCIAL BID FOR OUTSOURCING OF CATERING SERVICES
AT SAINIK SCHOOL JHUNJHUNU FOR THE YEAR 2023-24

1. Name of the Contractor / Firm: _____.
2. Address with Mobile No.: _____.
3. GST No.: _____.
4. PAN No.: _____.
5. Earnest Money: _____.

SAINIK SCHOOL JHUNJHUNU
FORMAT OF COMMERCIAL BID (CATERING SERVICES):2023-24

Ser No.	Details of Services	Rate Quoted inclusive all Taxes for Catering Services to be Delivered at Sainik School Jhunjhunu
1	Rate quoted per day per cadet as per RFP	

I / We have read the above points, have understood the same and agree to abide

(Sign & Stamp of Bidder)