

Tele: 9402959318

Sainik School Sambalpur  
PO- Basantpur, PS- Burla  
Near Gaushala, Dist- Sambalpur  
Odisha - 768025

Email: sainikschoolsambalpur@gmail.com

SSSAMB/3004/CATERING SERVICES/RC/2020-23

Date – 31 Dec 2019

M/S.....

.....

(Name of the Firm)

**REQUEST FOR PROPOSAL FOR  
FINALISATION FOR RATE CONTRACT  
FOR MESSING AND FOOD CATERING SERVICES THE YEAR 2020-23**

The Bids under Open Tender Enquiry are invited by Sainik School Sambalpur for finalization of Rate Contract for FOR MESSING AND FOOD CATERING SERVICES THE YEAR 2020-23. The RFP reference number is SSSAMB/3004/CATERING SERVICES/RC/2020-23 dated 31 Dec 2019, which can be downloaded from **website [www.sambalpur.nic.in](http://www.sambalpur.nic.in)** or can be obtained from Sainik School Sambalpur on payment of tender fee.

1. Bids in sealed cover are invited for finalization of Rate Contract for Providing MESSING AND FOOD CATERING SERVICES THE YEAR 2020-23 as listed in Part-II of this RFP for the year 2020-23 ( Three Years). Please super scribe the above-mentioned Title and our letter reference on the sealed cover to avoid the Bid being misplaced.

2. The address and contact numbers for sending Bids or seeking clarifications regarding this RFP are given below –

(a)	RFP Collection Address -	The Principal, Sainik School Sambalpur,
(b)	Bids/queries to be addressed to -	PO- Basantpur, PS- Burla
(c)	Postal address for correspondence -	Near Gaushala, Dist- Sambalpur
(d)	Name/designation of the contact person -	Odisha - 768025
(e)	Telephone number of the contact person -	9402959318
(f)	E-mail id of buyer	sainikschoolsambalpur@gmail.com

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

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

(b) **Part II** – Contains essential details of the 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 of contract 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. Principal, Sainik School Sambalpur, the buyer reserves the right to change and vary any part thereof at any stage. Principal, Sainik School Sambalpur also reserves the right to withdraw the RFP without giving any justification and intimation, if it becomes necessary at any stage.**

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**PART I – GENERAL INFORMATION**

1. **Tender Fee.** The RFP may be collected from Sainik School Sambalpur on payment of Tender fee of Rs 500/- (Rupees Five Hundred Only). The Tender Fee may be paid by means of a Demand Draft or Banker's Cheque of Rs 500/- drawn in favour of Principal Sainik School Sambalpur payable at State Bank of India, Goshala Branch (Code No.017963) No cash payment/personal cheque will be accepted. The RFP can also be downloaded from **website [www.sambalpur.nic.in](http://www.sambalpur.nic.in)**

2. **Last Date and Time for Depositing the Bids** - 13 Jan 2020 Before 1200Hrs

3. **Eligibility Criteria and Conditions for Submitting Bids.** The following are the minimum eligibility criteria and conditions for the firm/bidders to participate in the bidding process **“FOR PROVIDING MESSING AND FOOD CATERING SERVICE TO SAINIK SCHOOL SAMBALPUR FOR THE YEAR 2020-23”**

(a) The bidder should have the registration of catering services under the relevant statutory /Act, either as a sole proprietor or a registered firm or a company to run food catering services. The registration certificate is to be submitted along with the bid.

(b) The bidder should be free from all encumbrances, liabilities, disputes and litigations with respect to its ownership and shall have all required approvals/permissions from the competent authorities to participate in the bidding process.

(c) The bidder is required to submit the following documents/certificates/licences alongwith the Technical Bid :-

- (i) Registration certificate for providing food & catering services
- (ii) Valid Food License of the firm (covering food processing and manufacturing services)
- (iii) TIN/TAN registration certificate of the firm
- (iv) Valid Trade & Labor License of the firm
- (v) GST registration Certificate of the firm
- (vi) PAN card of the firm/propertier.
- (vii) ESI Registration certificate of the firm.
- (viii) Receipt/Challan as proof of depositing ESI for immediate last three years
- (ix) EPF Registration Certificate of the firm
- (x) Receipt/Challan as proof of depositing of EPF for immediate last three years
- (xi) Certificate of Experience of minimum three years (starting from the year 2017 onwards) for providing messing and food catering services to any educational School/state or Central Govt Depts/ any PSU bodies. Minimum two year experience of running messing services at any of the Sainik/Military/Navodaya School in the country will be mandatory requirement. SO/PO copies/copy of contract agreement to be submitted.
- (xii) Proof of executing Single / Multiple contracts for minimum financial value of Rupees One Crore in a single financial year during any of the last three years.
- (xiii) Latest audited financial statements/balance sheet of the firm for the last two years showing minimum annual financial turnover of Rupees One Crore.

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- (xiv) Copies of ITRs submitted for the past three years.
- (xv) A declaration to the effect that the bidder has not been banned from dealing/blacklisted by any of the Organization at any point of time and no criminal/civil case is pending against the said bidder.
- (xvi) An undertaking signed by the authorized signatory of the firm stating that he will pay to the employees (which will be hired for providing the messing and catering services to Sainik School Sambalpur), as per the minimum wages rates prescribed by the Govt and amended from time to time in terms of Minimum Wages Act 1948.
- (xvii) An undertaking signed by the authorized signatory of the firm stating that all the terms and conditions given in the RFP and other documents as part of RFP for providing Messing and food catering services to Sainik School Sambalpur are acceptable.
- (xviii) All the supporting documents are to be submitted alongwith the technical bid by the bidder. All these documents should be self-attested by the authorized signatory of the firm.

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

- (a) Both technical and commercial bids are to be sealed in separate envelopes and both envelopes are to be dropped separately in the tender box or sent separately by registered post/Speed Post to Principal Sainik School Sambalpur so as to reach to him by the due date and time. Late bids will not be accepted.
- (b) EMD should be attached along with the technical bid in the sealed envelope and not with commercial bid.
- (c) Both the envelopes should be clearly marked as technical or commercial bid with description of items/services.
- (d) The responsibility to ensure this lies with the Bidder.
- (e) Late bids will not be considered. No responsibility will be taken for postal delay or non delivery/non-receipt of Bid documents. Bids sent by FAX or e-mail will not be considered.
- (g) The bid envelopes should be clearly marked as **"BIDS FOR FINALISATION OF RATE CONTRACT FOR PROVIDING MESSING AND FOOD CATERING SERVICES FOR THE YEAR 2020-23"**

5. **Two Bid System.** The bids are to be provided on Two Bid System i.e. Technical bids consisting of all technical details along with commercial terms and conditions in a separate envelope and Financial/Commercial bid indicating item-wise price for the items mentioned in the technical bid and all other commercial terms and conditions.

- (a) The sealed technical bids only will be opened on the time and date mentioned above.
- (b) Commercial Bids will be opened after evaluation and acceptance of the Technical Bids.
- (c) Commercial Bids of only those bidders/firms will be opened, whose Technical Bids are found compliant/suitable after Technical evaluation is done by the Buyer.

7. **Location of the RFP Box.** **Sainik School Sambalpur.** Only those Bids that are found in the RFP box or received by registered/speed post will be opened. Bids dropped in the wrong RFP Box will be rendered invalid.

8. **Place of Opening of the Bids.** **Sainik School Sambalpur.** The Bidders may depute their representatives, duly authorized in writing, to attend the opening of Bids on the due date and time. The bid opening

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date will not be postponed on the ground of non-presence of representative of bidders. Representative of bidders attending bid opening should be in possession of authority letter issued on the letter head of the firm duly signed and stamped. In case of non-production of authority letter, they would not be allowed to participate in the bid opening. The bidder/his representative can represent only one firm.

8. **Time and Date for Opening of Bids.** 14 Jan 2020 at 1000hrs

9. **Clarification Regarding Contents of the RFP.** A prospective bidder who requires clarification regarding the contents of the bidding documents shall notify to the Buyer in writing about the clarifications sought not later than 07 (Seven) days prior to the date of opening of the Bids. Copies of the query and clarification by the purchaser will be sent only to the bidders who have sought clarification on this RFP.

10. **Modification and Withdrawal of Bids.** A bidder may modify or withdraw his bid after submission provided that the written notice of modification or withdrawal is received by the Buyer prior to deadline prescribed for submission of bids. A withdrawal notice may be sent by fax/mail but it should be followed by a signed confirmation copy, which is 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 last date and time 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 (EMD).

11. **Clarification Regarding Contents of the Bids.** During evaluation and comparison of bids, the Buyer may, at its discretion, ask the bidder for clarification of his bid. The request for clarification will be given in writing and no change in prices or substance of the bid will be bought, offered or permitted. Post-bid clarification on the initiative of the bidder will not (R) not be entertained.

12. **Rejection of Bids.** Canvassing by the Bidder in any form, unsolicited letter and post-bid correction will invoke summary rejection with forfeiture of EMD. Conditional bids will not be accepted and rejected without giving any reason.

13. **Unwillingness to Quote.** Bidders unwilling to quote should ensure that intimation to this effect reaches before the due date and time of opening of the Bid, failing which the defaulting Bidder may be delisted for the given range of items as mentioned in this RFP.

14. **Validity of Bids.** The Bids must remain valid for a period of 90 days from the last date of submission of the Bids.

15. **Earnest Money Deposit (EMD).** **Bidders are required to submit Earnest Money Deposit (EMD) for an amount of Rs 50,000 (Rupees Fifty Thousand Only) along with their bids.** The EMD may be submitted in the form of an Account Payee Demand Draft, Fixed Deposit Receipt, Banker's Cheque or Bank Guarantee issued by any of the public sector bank or a private sector bank authorized to conduct government business (viz ICICI Bank Ltd/Axis Bank Ltd/HDFC Bank Ltd only) as per Form DPM-13. (Available in MoD website and can be provided on request). **EMD should be in favour of Principal Sainik School Sambalpur. EMD is to remain valid for a period of forty-five days beyond the final bid validity period i.e. total 135 days from the last date of submission of bids.** EMD of the unsuccessful bidders will be returned to them without any interest at the earliest after expiry of the final bid validity and latest on or before the 30<sup>th</sup> day after the award of the contract. The Bid Security of the successful bidder would be returned, without any interest whatsoever, only after the receipt of Performance Bank Guarantee from them as called for in the contract. **Bidders who are registered with the Central Purchase Organization (e.g. DGS&D), National Small Industries Corporation (NSIC), Ministry of Defence for the same items/range of products, goods or services for which the RFP has been issued are exempted from submission of EMD. The bidders claiming exemption of EMD are to submit the copy of certificate / proof for exemption of EMD along with their technical bids. Firms registered with Sainik Schools/units/Establishments of Army, Air Force, navy will not be exempted from submission of EMD. The EMD will be forfeited if the bidder withdraws or amends, impairs or derogates from the bid process in any respect within the validity period of their bid.**

16. Bidders should take into account any corrigendum published in newspaper with respect to this RFP before submitting their bids.

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17. **Periodicity of RC.** The RC will be concluded for a period of Three years, which will remain valid for a period of One year from the signing of the contract agreement by both the Parties.

18. **Extension of RC.** Principal Sainik School Sambalpur has the right to extend the existing rate contracts with same terms, conditions etc. for a maximum period of 03 (R) 03 months, either monthly or wholly, with the consent of the rate contract holders. The notice for extension of RC will be issued 30 days prior to the expiry of RC. The suppliers are to give their consent for willingness/unwillingness for extension of RC within 10 days from the issued to such notice. If any suppliers fail to submit the consent, it will be presumed that he is unwilling for extension of RC. The extension of RC will be communicated to RC holder in writing. Mere issue of notice for seeking RC holders' consent is not to be considered as grant of extension of RC.

19. **Special Conditions Applicable for Rate Contract.** Some conditions of rate contract differ from the usual conditions applicable for other contracts. Some such important special conditions of rate contract are as follows:

- (a) RC is in the nature of standing offer and a legal contract comes into being only when a supply order is placed by the Principal SS Sambalpur or his authorised representative.
- (b) In the Schedule of Requirement, no quantity is mentioned; only the anticipated drawal is mentioned without any commitment.
- (c) The purchaser reserves the right to conclude more than one rate contract for the same item.
- (d) The purchaser as well as the supplier may withdraw the rate contract by serving suitable notice to each other. The prescribed notice period is thirty days.
- (e) The purchaser has the option to renegotiate the price with the rate contract holders.
- (f) In case of emergency, the purchaser may purchase the same item through ad hoc contract with a new supplier.
- (g) The rate contract will be guided by "Fall Clause".

20. Every page of the RFP should be signed and rubber stamped by the bidder. It should also be signed wherever there is overwriting and cutting.

21. Bidders are to go through the RFP advertisement and the RFP document carefully to understand the documents required to be submitted as part of the bid. Please note the number of covers in which the bid documents have to be submitted, the number of documents - including the names and contents of each of the document that need to be submitted. Any deviations from these may lead to rejection of the bid(s).

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**PART-II****1. SCHEDULE OF REQUIREMENT**

SI No	Item Description	DOQ	Approximate Annual Turnover (Qty)	Tech Specification	Rate Per Person Per Day	Tax (IGST/CGST & SGST)	Total Rate Per Person Per Day
1.	Rate Contract for Providing of Messing and Food Catering Services for approximate daily strength of 120 personnel for year 2020-21 at Sainik School Sambalpur, as per the scope of work placed as Appendix A to this RFP.						
2.	Rate Contract for Providing of Messing and Food Catering Services for approximate daily strength of 240 personnel for year 2021-22 at Sainik School Sambalpur, as per the scope of work placed as Appendix A to this RFP.						
3.	Rate Contract for Providing of Messing and Food Catering Services for approximate daily strength of 340 personnel for year 2022-23 at Sainik School Sambalpur, as per the scope of work placed as Appendix A to this RFP.						

**Note.** Item wise Rates & IGST/CGST & SGST are to be quoted separately as per Price bid format given at Part V of this RFP. L-1 would be determined solely on the basis of consolidated basic cost for per person per day for providing contracted services. Freight and other associated costs for providing services at the door steps of consignee will not be paid extra. All delivery, transportation, handling charges and any other associated charges if applicable, are to be included in the daily basic cost of services.

2. **Technical Specifications/ Qualitative Requirements (QR).** Services/Items should be strictly as per the Scope of Work mentioned in the Appendix A to this RFP. Queries arising after expiry of last date and time for submission of bids will not be entertained. Bids of bidders not meeting the technical specifications would be rejected without any intimation and justification.

3. **Two-Bid System.** Bidders are required to furnish clause by clause compliance of specifications bringing out clearly the deviations from specifications, if any. The bidders are to submit the Technical Compliance statement in the format attached as Appendix-D to this RFP as part of technical bids alongwith required documents/certificates.

4. **Contract Operationalisation Period.** The contract shall come into effect from signing of the agreement by both the parties and will valid for a period of Three years, unless otherwise terminated before or extension of contract is granted by the buyer. The contract can be cancelled unilaterally by the Principal, Sainik School Sambalpur in case of supply / services of items are not satisfactory and are not received within the contracted delivery period. Extension of contracted delivery period will be at the sole discretion of the Principal, Sainik School Sambalpur, with applicability of Liquidity Damage (LD) clause.

5. **Terms of Delivery.** All the services asked against the RC are to be delivered at the door steps of, The Principal Sainik School Sambalpur, PO- Basantpur, PS- Burla, Near Gaushala, Dist- Sambalpur, Odisha - 768025. All transportation and carriage charges associated with the transportation of items to consignee are to be borne by Service Provider.

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6. **Consignee Details** The Principal Sainik School Sambalpur, PO- Basantpur, PS- Burla, Near Gaushala, Dist- Sambalpur, Odisha - 768025.

### **PART III – STANDARD CONDITIONS OF RFP**

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

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

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

3. **Arbitration.** Except as otherwise provided elsewhere in the contract, if any dispute, difference, question or disagreement or matter whatsoever, shall, before/after completion or abandonment of work or during extended period, hereafter arises between the parties, as to the meaning, operation or effect of the contract or out of or relating to the contract or breach thereof, shall be referred to a Sole Arbitrator to be appointed by the Principal Sainik School Sambalpur at the time of the dispute. The award given by the arbitrator so appointed shall be binding on the parties. It will not be open to the parties to challenge the jurisdiction of the arbitrator after the award has been made.

(a) If the arbitrator to whom the matter is originally referred dies or refuses to act or resigns/withdraws for any reason from the position of arbitration, it shall be lawful for the Principal Sainik School Sambalpur to appoint another to act as arbitrator in the manner aforesaid. Such person shall be entitled to proceed with reference from the stage at which it was left by his predecessor if both the parties consent to this effect failing which the arbitrator shall be entitled to proceed de-novo.

(b) It is a term of the contract that the party invoking arbitration shall specify all disputes to be referred to arbitration at the time of the invocation of arbitration under the clause.

(c) It is a term of the contract that the cost of arbitration shall be borne by both the parties equally.

(d) Subject as aforesaid the provisions of the Arbitration and Conciliation Act 1996 and any statutory modifications or re-enactment thereof rules made there under and for the time being in force shall apply to the arbitration proceedings under this clause.

4. **Penalty for use of Undue influence.** The Service Provider 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 dispatch to any person in relation to the present

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Contract or any other Contract with the Government of India. Any breach of the aforesaid undertaking by the Service Provider or any one employed by him or acting on his behalf (whether with or without the knowledge of the Service Provider) or the commission of any offence by the Service Provider 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, 1988 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 Service Provider and recover from the Service Provider 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 Service Provider. Giving or offering of any gift, bribe or inducement or any attempt at any such act on behalf of the Service Provider towards any officer/employee of the Buyer or to any other person in a position to influence any officer/employee of the Buyer for showing any favour in relation to this or any other contract, shall render the Service Provider to such liability/ penalty as the Buyer may deem proper, including but not limited to termination of the contract, imposition of penal damages, forfeiture of the Bank Guarantee and refund of the amounts paid by the Buyer.

5. **Agents / Agency Commission.** The Service Provider confirms and declares to the Buyer that the Service Provider 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 Service Provider; 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 Service Provider agrees that if it is established at any time to the satisfaction of the Buyer that the present declaration is in any way incorrect or if at a later stage it is discovered by the Buyer that the Service Provider 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 Service Provider will be liable to refund that amount to the Buyer. The Service Provider will also be debarred from entering into any supply Contract with the Government of India for a minimum period of five years. The Buyer will also have a right to consider cancellation of the Contract either wholly or in part, without any entitlement or compensation to the Service Provider who shall in such an event be liable to refund all payments made by the Buyer in terms of the Contract along with interest at the rate of 2% per annum above LIBOR rate. The Buyer will also have the right to recover any such amount from any contracts concluded earlier with the Government of India.

6. **Access to Books of Accounts.** In case it is found to the satisfaction of the Buyer that the Service Provider 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 Service Provider, 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, other party shall not disclose the contract or any provision, specification, plan, design, pattern, sample or information thereof to any third party.

8. **Liquidated Damages.** In the event of the Service Provider's failure to submit the Bonds, Guarantees and Documents, provide the services or supply the stores/goods and conduct trials, installation of equipment, training, etc as specified in this contract, the Buyer may, at his discretion, withhold any payment until the completion of the contract. The BUYER may also deduct from the SERVICE PROVIDER as agreed, liquidated damages to the sum of 0.5% of the contract price of the delayed/undelivered stores/services mentioned above for every week of delay or part of a week, subject to the maximum value of the Liquidated Damages being not higher than 10% of the value of delayed stores.

9. **Termination of Contract.** The Buyer (Principal, Sainik School Sambalpur) shall have the right to terminate the Contract in part or in full in any of the following cases:

- (a) By giving the supplier a notice 30 days in advance without assigning any reason whatsoever.
- (b) The supplier is declared bankrupt or becomes insolvent.
- (c) The supplier utilising the services of any Indian/Foreign agent in getting this contract paying any commission to such individual/company, etc.

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- (d) As per decision of the Arbitration Tribunal.
- (e) If the supplier assigns or sublets this contract or if the contractor attempted to do so.
- (f) If the supplier or any of his representative or his employees are guilty of fraud in respect of the contract, directly or indirectly give or promise to give or offer any bribe, gift, loan reward or advantage, pecuniary or otherwise to any officers or persons in employment of the School.
- (g) If the supplier declines, neglects or delays to comply with any demand or requisition or in any other way fails to perform or fulfil any condition of the contract.
- (h) In case of recession, the Principal, Sainik School Sambalpur shall be entitled to recover from the supplier, on demand, any extra expense he may put to in obtaining supplies/services hereby agreed to be supplied/provisioned from elsewhere in any manner.
10. **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 or registered e-mail/airmail, addressed to the last known address of the party to whom it is sent.
11. **Transfer and Sub-letting.** The Service Provider 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.
12. **Patents and other Industrial Property Rights.** The prices stated in the present Contract shall be deemed to include all amounts payable for the use of patents, copyrights, registered charges, trademarks and payments for any other industrial property rights. The Service Provider shall indemnify the Buyer against all claims from a third party at any time on account of the infringement of any or all the rights mentioned in the previous paragraphs, whether such claims arise in respect of manufacture or use. The Service Provider shall be responsible for the completion of the supplies including spares, tools, technical literature and training aggregates irrespective of the fact of infringement of the supplies, irrespective of the fact of infringement of any or all the rights mentioned above.
13. **Amendments.** No provision of present Contract shall be changed or modified in any way (including this provision) either in whole or in part except by an instrument in writing made after the date of this Contract and signed on behalf of both the parties and which expressly states to amend the present Contract.
14. **Taxes and Duties.** As applicable as per GST Act 2017.

#### **PART IV – SPECIAL CONDITIONS OF RFP**

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

1. **Security Deposit.** The Bidder (i.e. Service Provider in the Contract) will be required to furnish a Security Deposit /Performance Bank Guarantee (PBG) 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 of Rs ...../- (Rupees..... Only) within 30 days of signing of contract.** Security Deposit / Performance Bank Guarantee should be valid up to 60 days beyond the date of validity of contract period. The bidder (i.e. Service Provider in the Contract) will also be required to extend the security deposit / performance Bank Guarantee for the suitable corresponding period, if the contract validity period is extended by buyer. The specimen of PBG is given in Form DPM-15 (Available in MoD website and can be provided on request).

- (a) All compensation or other sums of money payable by the service provider to the School and the recoveries to be made under terms of this contract may be deducted from his Security Deposit or from any sums which may be due/may become due to the service provider or any account whatsoever and in the event of his security deposit being reduced by reasons of any such deduction the service provider shall within 10

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(ten) days make good in the form of a bank draft any sum or sums which may have been deducted from his Security Deposit, or any part thereof.

(b) The Service Provider's PBG/ security deposit or any balance thereof remaining at the end of the contract shall not be returned to him until his accounts have been finally audited and settled and until he has executed the usual "No Demand Certificate".

(c) No interest shall be payable by the School for sums deposited as Security Deposit.

(d) The Security Deposit shall be refunded after the expiry of the defect liability period of 2 (two) months as stipulated in the contract and after the work is over to the full satisfaction of the Principal or his representative or within 15 (fifteen) days from the date of issue of a "No Dues Certificate" from the mess committee, whichever is later.

(e) **Forfeiture of Security Deposit.** In case the School is obliged to make any recoveries on any account from the Security Deposit of the service provider, the service provider shall be obliged to make good the Security Deposit amount within a period of 10 (ten) days after the receipt of information in this regard, failing which the service provider shall have to pay an interest of 12 percent per annum for the period of delay in making good the Security Deposit.

2. **Payment Terms.** It will be mandatory for the Bidders to indicate their bank account numbers and other relevant e-payment details so that payments could be made through ECS/NEFT mechanism instead of payment through cheques, wherever feasible. A copy of the model mandate form prescribed by RBI to be submitted by Bidders for receiving payments through ECS (as per Form DPM-11) is to be submitted by bidders. A copy of ECS form is placed at **Appendix B to this RFP.**

(a) Bills may be submitted by the service provider on fortnightly basis (after every 15 days).

(b) The payment for the fortnightly services will be made within 15 days after the receipt of the bill, provided no objection is raised on the bills.

(c) The payment will be made for the actual daily strength of dining personnel, as provided by the Daily Duty Master/ Matron of the school to the service provider.

(d) TDS shall be deducted from all payments made to the service provider as per rules and regulations in force and in accordance with the Income Tax Act prevailing from time to time.

3. **Advance Payments.** **No advance payment(s) will be made.**

4. **Paying Authority.** **Principal, Sainik School Sambalpur.** The payment of bills will be made on submission of the following documents by the Service Provider to the Paying Authority along with the performa invoice/bill:

(a) Ink-signed copy of Service Provider's bill/ Commercial invoice in duplicate.

(b) Copy of Daily Dining Strength Statement issued by Daily Duty Master of the school.

(c) **Details for electronic payment viz Account holder's name, Bank name, Branch name and address, Account type, Account number, IFSC code, MICR code.**

(d) Any other document / certificate that may be provided for in the Contract agreement.

5. **Fall clause.** The following Fall clause will form part of the contract placed on successful Bidder

(a) The price charged for the stores supplied under the contract by the Service Provider shall in no event exceed the lowest prices at which the Service Provider sells the stores or offer to sell stores of identical description to any persons/Organisation including the purchaser or any department of the Central government or any Department of state government or any statutory undertaking the central or state government as the case may be during the period till performance of all supply Orders placed during the currency of the rate contract is completed.

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(b) If at any time, during the period of the contract the Service Provider reduces the sale price, sells or offer to sell such stores to any person/organization including the Buyer or any Dept of central Govt or any Department of the State Government or any Statutory undertaking of the Central or state Government as the case may be, at a price lower than the price chargeable under the contract, the Service Provider shall forthwith notify such reduction or sale or offer of sale to the buyer and the price payable under the contract for the stores of such reduction of sale or offer of the sale shall stand correspondingly reduced.

(c) The Service Provider shall furnish the following certificate to the Paying Authority along with each bill for payment for supplies made against the Rate contract –

“I/We certify that there has been no reduction in sale price of the stores of description identical to the stores supplied to the Government under the contract herein and such stores have not been offered/sold by me/us to any person/organization including the purchaser or any department of Central Government or any Department of a state Government or any Statutory Undertaking of the Central or state Government as the case may be up to the date of bill/the date of completion of supplies against all supply orders placed during the currency of the Rate Contract at price lower than the price charged to the government under the contract except for quantity of stores”.

6. **Risk & Expense clause.**

(a) Should the stores or any installment thereof not be delivered within the time or times specified in the contract documents, or if defective delivery is made in respect of the stores or any installment thereof, the Buyer shall after granting the Service Provider 30 days to cure the breach, be at liberty, without prejudice to the right to recover liquidated damages as a remedy for breach of contract, to declare the contract as cancelled either wholly or to the extent of such default.

(b) Should the stores or any installment thereof not perform in accordance with the specifications / provided by the SERVICE PROVIDER during the check/proof tests to be done in the BUYER's country, the BUYER shall be at liberty, without prejudice to any other remedies for breach of contract, to cancel the contract wholly or to the extent of such default.

(c) In case of a material breach that was not remedied within 45 days, the BUYER shall, having given the right of first refusal to the SERVICE PROVIDER be at liberty to purchase, manufacture, or procure from any other source as he thinks fit, other stores of the same or similar description to make good:

(i) Such default.

(ii) In the event of the contract being wholly determined the balance of the stores remaining to be delivered there under.

(d) Any excess of the purchase price, cost of manufacturer, or value of any stores procured from any other supplier as the case may be, over the contract price appropriate to such default or balance shall be recoverable from the SERVICE PROVIDER. Such recoveries shall not exceed 25% of the value of the contract.

7. **Force Majeure Clause.**

(a) Neither party shall bear responsibility for the complete or partial 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 present contract), if the non-performance results from such Force Majeure circumstances as flood, fire, earth quake and other acts of God as well as war, Military operations, blockade, Acts or actions of State Authorities or any other circumstances beyond the parties control that have arisen after the conclusion of the present contract.

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

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

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

8. **Quality.** The services provided shall be strictly as per the technical specifications mentioned in scope of work placed at Appendix A to this RFP and agreed as part of contract.

9. **Quality Assurance.** The services should be of as per the contract agreement, conforming to the current production standard and having 100% defined life at the time of services. Quality Certificate should be forwarded along with original invoice.

10. **Inspection Agency.** Principal, Sainik School Sambalpur or his representative will be the inspection agency.

(a) The Principal, Sainik School Sambalpur or his authorised representative to whom the supplies/services are to be delivered in the contract may reject the supplies/services in whole or in the part, or if the supplies/services are not in respect or in accordance with the contract in their opinion.

(b) The Service Provider shall not charge or be paid for such supplies/services rejected as above and such supplies/services shall be replaced by him at once at his expense.

(c) The Service Provider shall neither claim nor be entitled to payment for any damage that rejected supplies/services may suffer from cutting, tearing or any other harm incidental to a full examinations and tests of such supplies/services.

(d) The Principal, Sainik School Sambalpur shall in the event of rejection of supplies/services be entitled to demand replacement at the Service Provider's own cost of such supplies/services of the quantity required or in the event of the latter's failing, declining, neglecting or delaying to comply with any demand or rejection or otherwise not executing the same in accordance with the terms of the contract. The Principal, Sainik School or the officer operating the contract shall be at liberty (without prejudice or compensation against loss and inconvenience caused by such breach or non compliance of the contract) to arrange the services or purchase the items in lieu or purchase the items locally if available to procure or to arrange from the Government Store, or otherwise at the contractor's own risk and expense supplies/services as may have been rejected or that the contractor may have failed, neglected, declined or delayed to supply such authorised substitutes thereof as are specified in the schedule thereof and excess cost so incurred in purchasing/ procuring/arranging (together with all incidental charges) in excess of the contract price shall be recovered from the Service Provider on demand.

11. **Duration of Services.** Normally, the school remains open for average 295 days in a year. The service provider will be required to provide contracted services during the period when school is open, as per the strength provided to him on daily basis. The payments will be made as per the approved rates for the number of personnel dinning in the mess on daily basis, as per the daily dinning strength provided by the daily Duty Master/ Matron of the school. In addition, during summer and winter vacations at the school, some cadets may require to avail the facilities of the mess. The service provider is to provide the messing and food catering for them. The payment will be made as per the actual strength of the school on daily basis and as per the approved contract rates only. During the academic session, the mess will not be allowed to be closed on any day, including Sundays and other holidays, for any reasons whatsoever.

12. **Mess Infrastructure and Facilities.** The Cadets' Mess constructed at the school with entire infrastructure and utensils required for cooking and servicing the food to cadets and school personnel will be provided by the school. The service provider is required to operate, prepare and serve the food. All the consumable item like raw material (ration items required as per menu), LPG etc for preparation of food are to be catered and provided by the service provider only.

(a) The entire available infrastructure alongwith all available items in the mess will be provided to the service provider free of cost, in fully serviceable condition. The service provider is to check, count and take

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over all items on his inventory. Any defect or deficiencies are to be brought to the notice of Principal or his authorised representative of the school before taking over the infrastructure and equipments. After taking over the equipments, it will be the responsibility of the service provider to maintain each and every item in fully serviceable and operational condition. During the period of the contract, in case of any defect in any item, the service provider is to get it repaired at his cost. For this purpose, no extra money will be paid by the school. Safety, security, upkeep and maintenance of the mess premises, utensils, equipment, fittings, fixtures, furniture, etc. will be the sole responsibility of the service provider. Maintaining proper cleaning, housekeeping and hygiene of mess kitchen, dining halls and other auxiliary area of the mess, cleaning and upkeep of utensils, cutlery, crockery, kitchen equipment, furniture etc will be the sole responsibility of the service provider. The school authorities will reserve all the right to check on cleanliness and upkeep of premises and quality of provisions and quality of the food.

(b) The water and electricity will be provided to the service provider free of cost. The service provider shall not be allowed to use electricity as a cooking fuel. However, use of toasters, refrigerators, geysers, water coolers, mixer/grinder, oven and other equipments for cutting/grilling vegetables, etc. shall be permitted. Any other electrical cooking appliance may also be used by the service provider after obtaining prior written permission of the Principal of his authorised representative of the school.

(c) The service provider will be provided an office for Mess Manager, store room for storage of ration items, changing/resting room for the workmen of the service provider on free of cost basis.

(d) After completion of the contract or after midterm termination of the contract, as the case may be, the complete infrastructure and all equipments taken over by the service provider will be required to be returned to Sainik School Sambalpur in fully serviceable condition. Any deficiency and defects to any item of the school handed over to the service provider will be charged from him, at actual cost of the item. The security deposit of the service provider shall be refunded only after a "No Dues Certificate" is granted by the School Authority.

(e) The mess premises shall always be in possession of the School and the service provider is only permitted to enter the premises to manage the mess. Whenever the contract is terminated or concluded and the School decides that the service provider should not be allowed to run the mess, the School shall be entitled to restrain the service provider from entering the school campus.

(f) The replacement of electrical items, such as bulbs, tubes, etc., would be done by the School against the fused/damaged items. No replacement otherwise would be carried out if the fused/damaged material are not returned. The service provider shall ensure that his employees strictly observe the normal practices for safe use of electrical fixtures and fittings.

13. **Manpower and Employment of Workmen by the Service provider.** The service provider shall ensure that sufficient manpower, on his pay roll, is deployed for preparation and service of each meal and other activities including cleaning, washing and overall upkeep of mess assets and premises. The service provide is to deploy the manpower trained for the particular activity and having sufficient experience working for that activity. The minimum number of manpower required to be deployed by the service provider is as follows :-

SI No	Type of Manpower	Minimum Number of manpower
(a)	Mess Manager	01
(b)	Cook	02
(c)	Bakery Operator	01
(d)	Waiters	08
(e)	Washer-up	01
(f)	Safaiwala	02
(g)	Helpers for Cook	01
	<b>Total Manpower</b>	<b>16</b>

**Note:** Strength of manpower to be employed may be changed after increase in strength of cadets and to be followed accordingly.

(a) The manpower deployed by service provider shall not fall below the numbers specified in the above table unless specially permitted by the Principal Sainik School Sambalpur or his representative. The service

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- provider shall submit a list of the workers authorized to work in the mess which should be approved by the Principal Sainik School Sambalpur or his representative.
- (b) The manpower employed in the mess shall be provided with uniform by the service provider as per their job assignments and ensure that the uniform is worn while the staff is on duty. The colour and style of the uniform shall have prior approval of the school authorities. The staff shall wear clean and ironed uniform and look presentable while on duty maintaining the standard and decorum of Sainik Schools.
- (c) The service provider shall employ only adult and trained staff with good health and sound mind for all services. He shall also nominate a qualified and experienced manager acceptable to the School to take orders/instructions from the school authorities.
- (d) The service provider shall ensure that all employees engaged by him are free from communicable/infectious disease and are also medically fit to work in the mess. Medical Officer/Nursing Assistant/Sister specified by the school authorities shall conduct medical examination every month or as decided by the school. The cost of the medical examination shall be borne by the service provider. If in the opinion of the school authorities any of the service provider's employee [s] is found to be suffering from any such disease/condition or if any employee(s) of the service provider is found to have committed misconduct or misbehavior, the Principal or his representative shall have the right to ask the service provider to remove such employee(s) without questioning the decision of the school. The school shall be entitled to restrain such employee(s) from entering the school premises. Thereafter the service provider shall have to provide a substitute(s) within a reasonable time of 07 days.
- (e) The service provider shall be responsible for his employees in observing all security and safety regulations and instructions as may be issued by the school from time to time. The service provider shall have the right to appoint and to take appropriate disciplinary actions against his workers to fulfill his obligations under this agreement provided due process is followed and the action is in accordance with Industrial Employment (Standing Order) Act, 1946 and the School authorities are kept informed. However, the service provider shall not in any capacity employ any person(s) of bad character or any person whose antecedents are not acceptable to the school.
- (f) In case, the school suffers loss of any nature on account of the service provider or his employees for not following security/safety regulation/instructions, the service provider shall be liable to make good the loss as determined by the school at its sole discretion and the school shall have the right to recover such losses, etc., from the dues payable to the service provider and/or security deposit, etc.
- (g) The service provider shall not appoint any sub-Service Provider for the work assigned to him without prior written permission of the Principal or his representative.
- (h) The service provider's staff shall not be treated as the school's staff for any purpose whatsoever.
- (j) The service provider shall be responsible for strict compliance of all statutory and regulatory provisions of relevant labour laws applicable from time to time in carrying out the job. The school shall not be liable to any penalty under relevant labour rules, enactment or related regulations for which the service provider is responsible under the law. However, if the School is forced to pay any cost of any nature on account of the service provider's liabilities, the said cost shall be recovered from the dues payable to the service provider.
- (k) The service provider shall be responsible for fulfilling the requirement of all statutory provisions of relevant enactments viz. Minimum Wages Act, Payment of Wages Act, Industrial Disputes Act, Gratuity Act, Contract Labour (Regulations and Abolition) Act and all other labour and industrial enactment at his own risk and cost in respect of all staff employed by him. The School shall be indemnified for any action brought against it for any violation/non-compliance of any of the provisions of any of the acts, etc. hence non compliance or violation of any of these provisions of any of the Acts would lead to the immediate termination of the contract. The service provider shall maintain all records required to be maintained under statutory enactments and the Principal or his authorised representative shall be entitled to inspect all such records at any time.
- (l) The service provider shall ensure that the minimum wages as per Minimum Wages Act 1948 as amended from time to time, are paid to the employees.

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(m) The service provider shall, at his own cost and expense, take workman's compensation insurance and he shall also obtain from his underwriter of such insurance a waiver of subrogation in favour of the School. The service provider shall further, at his own expense, register claims and pursue realization of all insurance claims. He shall produce proof of such insurance within a reasonable time of 30 days from the date of signing of the Contract.

(n) The service provider shall have to mobilize his resources so as to commence the work under the contract after signing of the contract.

(o) The mess workers of the service provider will be allowed to stay in the mess premises of the School campus. However, the mess manager, appointed by the service provider shall be responsible for the conduct, behavior, safety and security of the mess staff appointed by the service provider.

(p) The service provider shall be required to provide meals to his workmen who are willing to take their meals in the mess. However, the service provider shall not be allowed to deduct more than rate specified per cadet per day as determined for the purpose, from the wages payable to the workmen.

14. The School may celebrate various events like raising day, teacher's Day, festivals, sports events etc on numerous occasions every year. The service provider shall make special arrangements for providing messing and food catering to cadets, school staff and visitors as per the directions of the school authorities. However, the Principal Sainik School Sambalpur or his representative reserves the right to appoint another vendor of their choice for providing catering services on these occasions, without assigning any reason.

15. The service provider shall not be allowed to use the mess premises to offer any messing facility beyond the scope of the contract unless specific prior written approval of the school authorities has been obtained.

16. Persons, other than the school members, like parents, guests etc may also be allowed by the school authorities to use the mess facility by buying coupons. The service provider shall be accountable for this on-the-spot sale of coupons and its accounting. Under no circumstances will the service provider sell or provide any food or ingredients to any person or group or body other than regular members of the mess except through on-the-spot coupon sale, unless otherwise specifically authorized by the school authorities in writing or as already provided in this document/contract. Violation of this provision will attract penalties and may lead to the termination of the contract.

17. **Miscellaneous Terms and Conditions of the Contract.**

(a) The service provider will be responsible to provide meals to the sick cadets (if required light food) in the Boys hostel, without any extra cost.

(b) The service provider should not be proxy. He/she should have a firsthand experience of running Catering Services successfully.

(b) The service provider will not be permitted to carry any food prepared in the mess out of school campus.

(c) Vegetarian and Non Vegetarian food shall be cooked and served separately by the service provider.

(d) Packed food shall be provided by the service provider to the cadets whenever required to do so, without any extra cost.

(e) The School General staff (Approximately 25 personnel) should be provided food at the subsidised rate of Rs 2000/- per head per month .

(f) Food Catering Services should be provided for all parties, VIP and other important visits at the school, as and when ordered by school authorities.

(g) The Mess Manager appointed by the service provider should be available at the School campus round the clock.

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- (h) The service provider is to provide outdoor catering services for the school staff and cadets, if required, without any extra cost. The transport for providing outdoor catering services will be provided by the school, free of cost.
- (j) Any shortfall of food/food items at any time, due to exceptional circumstances, should be compensated on a later day by the service provider. Or else, cost of shortfall so noticed will be deducted from the payment due to be made to the service provider.
- (k) The service provider is required to maintain and display the samples of all the food items and other ingredients. ie rice, pulses, atta, oil, sugar, salt, maida, jam, butter, etc, in the display board at the mess.
- (m) Smoking and drinking within the School campus are strictly prohibited. Violators of this rule shall be prosecuted as per law and discharged immediately.

18. **Compliance of Statutory/Regulatory Provisions.**

- (a) The service provider shall be required to obtain requisite license from the office of the Regional Labour Commissioner under the Contract Labour (Regulation and Abolition) Act, 1970.
- (b) The service provider shall have his own set-up including registration under the relevant laws governing the type of work he is to perform.
- (c) The service provider shall abide by all the rules and regulations of the labour laws and rules framed there under and maintain all the registers required under the above mentioned Act, Rules and regulations, including the Contract Labour (Regulation and Abolition) Act, 1970.
- (d) The service provider shall be wholly responsible regarding the payment of minimum wages to the mess workers. As and when the minimum wage rate is changed by the Government, the service provider shall have to pay the revised rate to his workers as on that date.
- (e) The service provider shall be liable to comply with the Employees' State Insurance (ESI) Act 1948 and Employees' Provident Fund (EPF) and Miscellaneous Act 1952.
- (f) The service provider shall be liable to deduct the employees' contribution of EPF and ESI and deposit the same along with his part of the contribution of EPF and ESI to the respective authorities within the statutory periods.
- (g) The service provider shall pay wages directly to the workmen without any intervention of any labour supplier or a labour supply Service Provider. The service provider shall also ensure that no amount by way of commission or otherwise is deducted from the wages of the workmen.
- (h) The service provider shall be solely responsible as regards salary/wages and service conditions and terms extended by the service provider to his workmen and shall in this connection maintain requisite records and comply with all laws/enactment, rules and regulations and orders applicable to the service provider's employees/workmen in general and in particular laws/enactment, rules and regulations and orders dealing with employment of contract labour, payment of minimum wages, fire and safety regulations relating to employment of female workforce, security arrangements and such other rules and regulations as may be applicable at present or made applicable hereafter. In particular proper procedures and due process shall be followed as per laws and act in force when a worker has to be removed from service.
- (j) All employees of the service provider shall carry appropriate identity Cards issued by the service provider at all times, in terms of Rule 76 of the Contract Labour (Regulation and Abolition) Central Rules, 1971.
- (k) No worker below the age of 18 (eighteen) years shall be employed at the work by the service provider.
- (l) The service provider shall pay equal wages for men and women in accordance with the applicable labour laws.

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19. **Responsibility for Proper Upkeep of Buildings and Services.** The Service provider shall be the custodian of the mess premises, all installations, furniture, furnishings, equipment, utensils, gadgets, etc., supplied by the School as part of the establishment. It is the responsibility of the service provider to ensure that the establishment is not misused or carelessly handled by his workmen. It is an inviolable term of the contract that the service provider takes all necessary steps to ensure proper upkeep of the establishment. The responsibility to keep the establishment in good condition shall devolve upon the service provider. For this purpose the service provider shall have to maintain close liaison with the school authorities to seek their support and advice in the matter.
20. **Interpretation of Contract Documents.** Several documents forming the contract are to be taken as mutually explanatory. Should there be any discrepancy, inconsistency, error or commission in the contract, the matter may be referred to the Principal or his representative who shall give his decision and issue to the service provider instructions directing in what manner the work is to be carried out. The decision of the Principal or his representative shall be final and conclusive and the service provider shall carry out work in accordance with this decision.
21. Wherever it is mentioned in the Scope of Work that the service provider shall perform certain work or provide certain facilities, it is understood that he shall do so at his cost and the value of the contract shall be deemed to have included the cost of such performance and provision so mentioned.
22. All material and services shall satisfy the high standards befitting the reputation of the School.
23. The service provider, in accepting the quoted rates/prices shall for all purposes whatsoever be deemed to have independently obtained all necessary information for the purposes of the present contract and shall be deemed to have taken into account all contingencies as may arise due to such information or the lack of the same. The Scope of Work is only broadly defined in this contract.
24. The service provider shall be deemed to have examined the contract documents, to have obtained his own information in all matters whatsoever that might affect the carrying out of the work at the scheduled rates. Any error in the description or quantity or omission there from shall not vitiate the contract or release the service provider from executing the work comprised in the contract according to specifications at the scheduled rates. He is deemed to have known the scope, nature and magnitude of the works and the requirements of the material and labour and the type of work involved, etc., and as to what all works he has to complete in accordance with the contract document whatever be the defects, omissions or errors that may be found in the contract document. The service provider shall be deemed to have visited the surroundings and to have satisfied himself to the nature of all existing conditions, about matters affecting the work. He is deemed to have acquainted himself as to his liabilities for payment of Government taxes, other charges, levies, etc.
25. Any neglect or failure on the part of the service provider in obtaining necessary and reliable information upon the foregoing or any other matters affecting the contract shall not relieve him from any risks or liabilities or the entire responsibility from completion of the work at the scheduled rate and time in strict accordance with the contract document.
26. It is expected that should the service provider have any doubt as to the meaning of any portion of the contract document he shall set forth the particulars thereof in writing to the School before signing the contract. The School shall provide such clarification as may be necessary in writing to the service provider. Such clarification as provided by the School shall form a part of the contract document.
27. No verbal agreement or inference from conversation with any office or employee of the School before, during or after the execution of the agreement, shall in any way affect or modify any of the terms/obligations contained herein.
28. If the service provider or his employees break, deface or destroy the property or the establishment belonging to the School during the execution of the Contract, the same shall be made good by the service provider at his own expense and in default thereof, the Principal or his representative may cause the same to be made good by other agencies and recover expenses from the service provider.
29. **Service provider's Subordinate Staff and their Conduct.** The service provider on or after the award of the work shall name and depute a qualified manager with sufficient experience in carrying out work of similar nature, to whom the establishment shall be handed over and the instructions for work shall be given. The service provider shall also provide to the satisfaction of the Principal or his representative, sufficient and qualified staff to supervise the execution of the work, including those specially qualified by previous experience to supervise the types of work

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comprised in the contract in such manner as shall ensure work of a high standard commensurate with the reputation of the School. The service provider shall appoint skilled cooks so as to ensure that the food preparations are of good taste and to the satisfaction of the cadets.

30. The Service Provider shall submit to the school authorities a list of workers, with complete details including local/permanent addresses, contact details, and their photographs etc, for approval who may be allowed to work in the mess. The Principal or his representative may reject any or all the names without assigning any reason. Only those workers who have been cleared by the school authorities shall be allowed to enter the premises of the mess.

31. If and whenever any of the service provider's employees shall, in the opinion of the Principal or his representative, be guilty of any misconduct or be incompetent or insufficiently qualified or negligent in the performance of their duties or that in the opinion of the Principal or his representative, it is undesirable for administrative or any other reason for such person or persons to be employed in the work, the service provider if so directed by the Principal or his representative, shall remove such person/persons from employment within a reasonable time of 07 days. Any person or persons so removed from work shall not again be employed in connection with the work without the written permission of the Principal or his representative.

32. Any person so removed from work shall be immediately replaced at the expense of the service provider by a qualified and competent substitute. Should the service provider be requested to repatriate any persons removed from work, he shall do so and bear all cost in connection therewith.

33. The service provider shall be responsible for the proper behavior of all the staff, employed directly or indirectly, and shall exercise a proper degree of control over them and in particular and without prejudice to the said generality, the service provider shall be bound to prohibit and prevent any employees from trespassing/acting in anyway detrimental or prejudicial to the interest of the community or of the properties. The service provider shall be responsible thereof and relieve the School of all consequent claims or actions for damages or injury or on any the other grounds whatsoever. The decision of the Principal or his representative on any matter arising under this clause shall be final.

34. If and when required by the School, all service provider's personnel upon entering the School premises shall be properly identified by badges of a type acceptable to the School which must be worn by them at all times during duty hours.

35. **Sub-Letting of Works.** No part of the contract nor any share or interest therein shall in any manner or degree be transferred, assigned or sublet by the service provider directly or indirectly to any person, firm or whosoever.

36. **Power of Entry.** If the service provider does not commence the work in the manner described in the contract document or if at any time in the opinion of the Principal or his representative, the service provider :-

- (a) Fails to carry out the works in conformity with the contract documents; or
- (b) Violate any of the statutory provisions including but not restricted to the Minimum Wages Act, ESI Act and EPF Act ; or
- (c) Fails to carry out the works in accordance with the contract schedule; or
- (d) Substantially suspends the work without authority from the Principal or his representative; or
- (e) Fails to carry out and execute the works to the satisfaction of the Principal or his representative; or
- (f) Fails to facilitate procurement of sufficient/suitable raw material or things; or
- (g) Commits or suffers, or permits any other breach of kind or observes or persists in any of the above mentioned breaches of the contract, after a notice in writing being given to the service provider by the Principal or his representative requiring such breach to be remedied; or
- (h) If the service provider abandons the works,
- (j) Then, in any of the such cases, the School shall have the power to enter upon the premises and take possession thereof and of the material and stock thereon and to rescind the contract, and to carry on with the

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work by his agents, workmen and the supervisors as the School in its absolute discretion may think proper to employ without making payment to the service provider for the said material other than such as may be certified in writing by the Principal or his representative to be reasonable, then the amount of such excess as certified by the Principal or his representative shall be deducted from any money which may be due for work done by the service provider and be made good under the contract and not paid for. Any deficiency shall forthwith be made good and paid to the School by the service provider and the School shall have the power to sell in such manner and for price as it may think fit all material pertaining to the service provider and to recover the said deficiency out of the proceeds of the sale.

37. **Release of Information.** The service provider shall not communicate or use in advertising, publicity, sales releases or in any other medium, photographs, or other reproduction of the work under this contract.

38. **Penalties and Fine.** The school authorities shall have the right to impose an appropriate fine/penalty on the service provider in case of sub-standard quality of food items, malpractice, lack of hygiene or violation of any of the conditions of the contract. The details of fine/penalties are as follows :-

- (a) Non-availability of Taste Check & Complaint Register on the counter/discouraging students from registering complaints would lead to a fine of Rs. 2,000/- on the service provider.
- (b) If mess committee, after due investigation and analysis of available facts, agrees that certain meal was not cooked properly then a fine of Rs. 4,000/- would be imposed on the service provider.
- (c) In case of shortage of food during any meals, time and waiting time is more than 15 minutes for lunch and dinner and 10 minutes of breakfast then a fine of Rs. 2,000/- would be imposed on the service provider. The timing for that meal will be extended equivalent to delay time.
- (d) Changes in menu of any meal without permission of Principal or his authorised representative of the school will result in a fine of Rs 4,000/- on the service provider.
- (e) Fine on any discrepancy (personal hygiene of workers, misbehaviour by workers etc.) will lead to fine of Rs. 4,000/- on service provider for every instance.
- (f) Absence of proprietor or his representative empowered to take decision from Mess Committee meetings on due invitation (which will be held once every month) will attract a fine on service provider.
- (g) Using of items not approved by FSSAI and with AGMARK standard, and any adulteration shall invoke a hefty fine beyond the limit of any fine mentioned above and as decided by the Mess Committee.
- (h) Non wearing of uniform by the staff would result in a fine of Rs 2,000/- on the service provider. (However, School administration can change the pattern and the same will be informed in advance).
- (j) In case of repeated failures and negligence by the service provider, a severe penalty will be imposed on the service provider. This may also result in termination of the contract with applicability of Risk and Expense clause of the contract.

39. **Completion of Contract.** Unless otherwise terminated under the provisions of any other relevant clause, or extension of contract is granted by the school under the relevant clause of the contract, this contract shall be deemed to have been completed at the expiry of the contract validity period.

40. **Completion Certificate/No Dues Certificate.** When the service provider fulfils his obligations under the contract, he shall be eligible to apply for a Completion/No Dues Certificate in respect of the work. The Principal or his representative shall normally issue to the service provider the completion certificate within 1 (one) month of receiving an application from him to the effect that the work has been completed in accordance with and as set out in the contract. The service provider, after obtaining the completion certificate, is eligible to present the final bill under the terms of the contract.

41. **Accident or Injury to Workman.** The School shall not be liable for any damage or compensation payable in respect of or in consequence of any accident or injury to any workman or other person in the employment of the

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service provider or any sub-service provider. The service provider shall indemnify and keep the School indemnified against all such damage and compensation whatsoever in respect or in relation thereto.

42. **Damage to School Property.** The service provider shall be responsible for making good to the satisfaction of the Principal or his representative any loss or damage to any structures and properties within the school premises. If such loss or damage is due to fault and/or the negligence or willful acts or omission of the service provider, his employees, agents, representatives or sub-service providers, he shall make good the loss as assessed by the Principal or his representative.

43. **Safety Regulations.** In respect of all labour, directly or indirectly employed in the work for the performance of the service provider's part of this agreement, the service provider shall at his own expense arrange for all the safety provisions as per safety codes of the Central Govt, State Govt, Indian Standards Institution, the Electricity Act, regulations, rules and orders made there under and such other acts as applicable.

44. **Claims.** The following Claims clause will form part of the contract placed on successful Bidder –

(a) The quality claims for defects or deficiencies in quality noticed during the Pre Receipt Inspection (PRI) shall be presented within 45 days of completion of PRI and acceptance of goods. Quality claims shall be presented for defects or deficiencies in quality noticed during warranty period earliest but not later than 45 days after expiry of the guarantee period. The quality claims shall be submitted to the Service Provider as per Form DPM-23 (Available in MoD website and can be given on request).

(b) The description and quantity of the stores are to be furnished to the service provider along with concrete reasons for making the claims. Copies of all the justifying documents shall be enclosed to the presented claim. The Service Provider will settle the claims within 45 days from the date of the receipt of the claim at the Service Provider's office, subject to acceptance of the claim by the Service Provider. In case no response is received during this period the claim will be deemed to have been accepted.

(c) The Service Provider shall collect the defective or rejected goods from the location nominated by the Buyer and deliver the repaired or replaced goods at the same location under Service Provider's arrangement.

(d) The quality claims will be raised solely by the Buyer and without any certification / countersignature by the Service Provider's representative.

(e) Any claim or compensation for any cause whatsoever for which there is no provision in the Contract shall be made in writing to the Principal within one week of the occurrence of the event due to which the claim or compensation is claimed. No claim made after the time prescribed shall be entertained or considered.

45. It is desirable that the rates quoted should be both in words and figures, strictly as per the price bid format given in Part V of this RFP. The rate of GST should be separately stated. The all-inclusive rates will not be accepted. Bidders are to quote their rates only in the schedule of items given by the school. The rates quoted on the individual firm's letter head or any other paper other than schedule of items will not be considered.

46. Every page of the RFP should be signed (full signature) and rubber stamped by the bidder. It should also be signed wherever there is overwriting and cutting. All the Appendices of the RFP will be completed neatly in English language only; If Appendices along with the RFP are found incomplete, the bid will not be considered.

47. All disputes shall be decided by the mutual consultation and contractor shall not take recourse in any court of law. In extreme circumstances, any dispute or difference of opinion arising in respect of either interpretation, effect or application on terms and conditions of the contract or on agreement or in the process of dealing the contract shall be decided on arbitration by the Principal as he may think fit and his decision will be final.

48. In addition to the certificates/documents stated above, the bidders are also required to furnish and forward one legible copy of each of following documents alongwith their bids. In case of non-receipt of any of the following document, the bid will be rejected without any intimation and justification :-

(a) Affidavit by the bidder as per **Appendix-C** attached with this RFP.

49. The other terms and conditions of the RFP, which will be part of contract agreement are as follows:-

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(a) The Principal, Sainik School Sambalpur may authorize such officer/officers as he may wish to operate the contract on his behalf and the Service Provider and his agent will accept and carry out instructions given by the officers (or his representatives) in connections with the contract as if those were issued by the Principal, Sainik School Sambalpur.

(b) Notwithstanding anything herein before contained, the Principal, Sainik School Sambalpur may recover from the Service Provider as compensation, such sums as he considers reasonable, if he fails to observe or perform any condition of the contract.

(c) The Service Provider agrees to the Sainik School Sambalpur authorised representative exploring markets in the area in which the Service Provider may obtain or procure/provide supplies/services to meet demand under this contract either for the purpose of obtaining records or resources or of purchasing any commodity (food items/raw material/rations) for the purpose of building of reserves as may be considered necessary and any control which the Principal, Sainik School Sambalpur may wish to introduce during the currency of the contract.

(d) The Service Provider shall be liable to payment of rent for any building/house, if and when occupied by him in the course of the contract at the rate to be fixed by the Principal, Sainik School Sambalpur.

(e) The Service Provider will be provided a store in Mess premises for keeping his bulk supplies. He will vacate the accommodation allotted to him in case the contract is terminated or whenever he is asked to do so. The Principal or his representatives will have the sole right to take the possession of the accommodation in case of failure on the part of the Service Provider to vacate the premises so allotted within the stipulated date mentioned by the Principal.

(f) If during the currency of the contract, specification of any article or articles be changed the contractor shall continue to supply the said article/articles in accordance with the new specifications at the rate(s) to be mutually agreed in writing at the time of such change by the Principal, Sainik School Sambalpur.

(g) The Service Provider shall oblige his servants and agents to conform to any reasonable instructions to ensure their punctuality in attendance or service, cleanliness and respectful behaviour that may be given to the Principal, Sainik School Sambalpur or his representatives.

(h) During the term of contract, the Principal, Sainik School at his discretion may cancel, substitute or change any one or more of the items covered by the schedule of the supplies/services and make alternative arrangements for its/their supply/services or procurement without assigning any reason or after giving the supplier seven days notice thereof.

(j) By virtue of the Service Provider's position as a contract operating person, he fully understands that he and his employees and representatives are not to divulge any information in respect of this School that may come to their knowledge regarding strength, composition, location or rates of supply, etc to any unauthorised person/persons.

50. **Bidders are to submit the RFP Compliance Sheet placed at Appendix-D to this RFP, duly filled and signed with their rubber stamp.** The legible copies of all documents/certificates required as per this RFP are to be submitted alongwith the RFP compliance sheet. Any case of any doubt, the bidder will be asked to produce original document/certificate for verification. The purchaser has the right to verify the documents/certificate submitted by bidders through concerned authorities. The Financial bid is to be submitted exactly as per the price bid format given at Part-V of this RFP. No other format will be accepted.

51. All questions relating to the execution of the terms of this agreement and all disputes and differences which shall arise during the progress of work under this agreement or any other matter arising out of or relating to this agreement on the work to be done or payment or with regard to construction, meaning and affect of this agreement or any part thereof shall be referred to the sole arbitration of the Principal, Sainik School Sambalpur whose decision shall be final, conclusive and binding upon the parties at this agreement.

52. The bidder (Service Provider in the contract) shall be solely responsible for any damages or loss of public property due to negligence of their employees or other staff and the damage shall be made good at his own cost.

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53. The bidder acknowledges that he has made himself fully acquainted with all the conditions and circumstances under which the supply / services required under this contract will have to be made or furnished and with all the terms, clauses conditions, specifications and other details of the contract. He shall not plead ignorant of any of these clauses and conditions as an excuse in case of complaints against or rejection of services /supplies tendered by him or with a view there to making for enhancement of any rates agreed to in the contract or to evade any of the obligations under the contract.
54. If any document attached by the bidder found to be fake / bogus/ tempered, that bidder and his firm/corporation/society will be banned from dealing for minimum one year by the Principal, Sainik School Sambalpur.
55. The bidder (Service Provider in contract) will bear the penalty for violation of any of the clause of this RFP as decided by the board of staff detailed by the Principal, Sainik School Sambalpur or his representatives.
56. The contract agreement will come into execution once it is signed by both parties i.e. the service provider on the one part and the Principal, Sainik School Sambalpur on the other part.
57. **Jurisdiction.** The contract shall be governed by and constructed according to the laws in force in India. The service provider shall hereby submit to the jurisdiction of the courts situated at Sambalpur for the purpose of actions and proceedings arising out of the contract and the courts at Sambalpur shall have the sole jurisdiction to hear and decide such actions and proceedings.
58. Issues, not specifically clarified in the contract, shall be settled with mutual consent between the service provider and the Principal, Sainik School Sambalpur or his representative, without vitiating the basic premises of the contract.
59. All the terms and conditions enumerated in this RFP will form part of contract agreement.

#### **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, both technically and commercially.
- (b) The Lowest Bid will be decided upon the lowest price quoted by the particular Bidder as per the Price Format given at Para 2 below. The consideration of taxes and duties in evaluation process will be as follows:
- (i) **The consolidated Basic price of services for per person per day at the door steps of the consignee EXCLUDING Taxes and Duties levied by Central/State/Local Govt would be the deciding factor for ranking of Bids. Refer Para (13.3.2 as issued vide MOD Finance CoordA-58 dated 10 Nov 15).**
- (c) The Bidders are required to spell out the rates of GST in unambiguous terms. All inclusive prices will not be accepted. If a Bidder is exempted from payment of GST up to any value of supplies from them, they should clearly state that no GST will be charged by them up to the limit of exemption which they may have. If any concession is available in regard to rate/quantum of GST, it should be brought out clearly.
- (d) If there is a 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.

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2. **Price Bid Format:** The Price Bid Format is given below and Bidders are required to fillup this correctly with full details:

SI No	Item Description	DOQ	Approximate Annual Turnover (Qty)	Tech Specification	Rate Per Person Per Day	Tax (IGST/ CGST & SGST)	Total Rate Per Person Per Day
1.	Rate Contract for Providing Messing and Food Catering Services for approximate daily strength of 120 personnel at Sainik School Sambalpur, as per the scope of work placed as Appendix A to this RFP. Year 2020-21						
2.	Rate Contract for Providing Messing and Food Catering Services for approximate daily strength of 240 personnel at Sainik School Sambalpur, as per the scope of work placed as Appendix A to this RFP. Year 2021-22						
3.	Rate Contract for Providing Messing and Food Catering Services for approximate daily strength of 340 personnel at Sainik School Sambalpur, as per the scope of work placed as Appendix A to this RFP. Year 2022-23						

Total value inclusive of Taxes in Rs (In Words)-----

#### **DECLARATION BY BIDDER**

I/We..... (name of authorised representative of the firm) do hereby declare that the entire information given in the Bid is true & correct to the best of my knowledge and I am accepting all the terms and conditions mentioned the RFP. In consideration of us being contractor, we hereby agree that we shall not withdraw, amend or attach any conditions to our tender submitted to the School authorities. In such case, Principal, Sainik School Sambalpur shall be entitled to forfeit our Earnest Money Deposit along with the tender and remove us from the school contract without prejudice to any other right or remedy by school for such breach on our part.

PLACE:  
DATE:

**SIGNATURE OF THE BIDDER /  
AUTHORISED SIGNATORY WITH RUBBER STAMP**

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**SAINIK SCHOOL SAMBALPUR****SCOPE OF WORK**  
**FOR FINALISATION OF RATE CONTRACT FOR**  
**PROVIDING MESSING AND FOOD CATERING SERVICES**

1. Sainik School Sambalpur invites bids from reputed firms for providing messing and food catering services to cadets and staff for a period of Three Year, extendable for a maximum period of 03 months, either monthly or wholly.
2. The details mentioned here under will be part of contract agreement which will be signed between Sainik School Sambalpur and the service provider, after successful bidding process.
3. **Work and Services Covered under Contract.** The contract for provided Messing and Food Catering to Sainik School Sambalpur, at the cost of service provider, will cover the following works and services :-
  - (a) Procurement of required raw material including LPG for cooking from reputed and approved agencies/dealers/stockiest/shops/local market etc.
  - (b) Inventory management and storage of all raw material items in the appropriate conditions including controlled temperature and environment in the Cadets' Mess premises.
  - (c) Safety, security, maintaining of proper cleaning and hygienic conditions and arrangement of store house.
  - (d) Cooking of serving all three meals (breakfast, lunch and dinner) and two time snacks.
  - (e) Table service of all three meals (breakfast, lunch and dinner) to cadets and staff.
  - (f) Placing all required cutlery and crockery on the tables and collecting the same after completion of meal timing.
  - (g) Proper cleaning of crockery, cutlery, utensils used for cooking and serving food.
  - (h) Proper cleaning of mess premises (cook house, dinning hall, store house and other auxiliary areas) and maintaining standard hygienic conditions in the mess premises.
  - (j) Cleaning of drainage around the mess premises and maintaining it in good condition.
  - (k) Maintenance and care of lawn of Cadet's Mess.
  - (l) Vegetation clearance upto 10 Feet around the mess premises.
  - (m) Safety and Security of the Mess, equipments, utensils and other items in the mess.
  - (n) Maintenance of all the equipment in the kitchen and dining areas in fully serviceable conditions at all times.
  - (o) Maintenance of books, ledgers, other records and documents related to running of the mess.
  - (p) Deployment and supervision of required man power for the above mentioned tasks.
4. **Daily Scale of Ration to be Cooked and Provided to Each Dining Member.** The following is the scale of ration and allied items which is required to be cooked and provided to each dinning member of the mess :-

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<b>Sl No</b>	<b>Item Description</b>	<b>Quantity</b>	<b>Technical Specifications of Item</b>
(a)	Rice	150 gms	Food Safety and Standard Authority of India (FSSAI) approved with AGMARK certification Brand
(b)	Wheat Flour	200 gms	FSSAI approved with AGMARK certification Brand
(c)	Pulses (Dal)	40 gms	FSSAI approved with AGMARK certification Brand
(d)	Milk	200 ml	Amul
(e)	Roots and Tubers	50 gms	FSSAI approved with AGMARK certification Brand
(f)	Green leafy Vegetables	100 gms	Fresh from local retail market.
(g)	Other Seasonal vegetables	50 gms	Fresh from local retail market
(h)	Fruits (seasonal)	150 gms or more	Fresh from local retail market in quantities as Banana – 02 pieces /Apple 01 piece not less than 150 gms /Grapes – 150 gms / Litchi – 150 gms / Guava – 01 piece not less than 150 gms/ Naspati – 150 gms / Watermelon – 200 gms.
(j)	Chicken (Dressed) without neck and lever (For Non-vegetarians only)	100 gms	Fresh from local retail market after due inspection by authorised local medical authorities
(k)	Paneer (Uncooked) (For vegetarians only)	100 gms	Fresh from local retail market after due inspection by authorised local medical authorities
(k)	Sugar	50 gms	FSSAI approved with AGMARK certification Brand
(l)	Refined Oil	50 gms	FSSAI approved with AGMARK certification Brand
(m)	Butter	20 gms	FSSAI approved with AGMARK certification Brand
(n)	Egg	01 Nos	Fresh from local retail market after due inspection by authorised local medical authorities
<b><u>Other Misc Items not covered under Daily scale, however, required as basic ingredients</u></b>			
(o)	Jam	20 gms	Fresh from local retail market after due inspection by authorised local medical authorities
(p)	Vermicelli / Dalia/Sago/Jelly/ Custard	30 gms	FSSAI approved with AGMARK certification Brand
(q)	Tea / Coffee	08 gms	FSSAI approved with AGMARK certification Brand
(r)	Condiments and salt	As required	FSSAI approved with AGMARK certification Brand
(s)	Mustard Oil	As required	FSSAI approved with AGMARK certification Brand
(t)	Pickle (mango / mix pickle)	20 gms	FSSAI approved with AGMARK certification Brand
(u)	Sauce / Chilli Sauce	10 gms	FSSAI approved with AGMARK certification Brand
(v)	Ice Cream	80 ml	FSSAI approved with AGMARK certification Brand

5. **Menu.** Day wise menu prepared by the school is placed as **Annexure-I to this Appendix-A of RFP.** The Menu may be changed on weekly/fortnightly/monthly basis within the approved price and quantity as per the recommendations of the Mess Committee. The service provider will be bound to follow the changed menu. Once, the weekly/fortnightly/monthly menu is approved and provided to service provider, the daily food is to be prepared strictly as per the menu. Under exceptional circumstances, if any deviation from the approved menu is required, the same is to be put up to Principal or his authorised representative in writing. The deviation in approved menu will be after obtaining written approval of Principal or his authorised representative of the school. The other salient features of the approved menu are as follows :-

- (a) Veg Cutlet/Paneer Pakoda to be of 50 to 60 gms each.
- (b) 200 ml Milk is to be served with sugar and Horlicks/Bournvita.

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- (c) Seasonal vegetable to have minimum 50% of fresh seasonal vegetables and only 50% potatoes. For example, if total vegetable prepared is 100 Kg then 50 Kg to be Fresh vegetables and 50 kg potatoes.
- (d) Mix Veg is to be prepared with minimum mix of four vegetables in equal proportion of 25% each.
- (e) Fresh Curd, as per menu, is to be served in not less than 100 gms quantity to each member along with sugar.
- (f) Salad, as per menu, is to be served in not less than 65 - 75 gms quantity to each member comprising of Onion, Tomato, Carrot, Cucumber in equal proportion and Lemon and green chilli as per standard mixture.
- (g) Sweets, as per menu, is to be served in not less than 50 – 60 gms weight.
- (h) Variety of Fruit is to be rotated every alternate day. Minimum two variety of Fruits to be served in a week, Type of Fruit to be specified in weekly menu of the School. If not followed, the cost of the fruit will be deducted from the Mess Bill. The technical specifications of fruits will be as follows :-
- |       |         |   |                   |
|-------|---------|---|-------------------|
| (i)   | Banana  | - | Maximum 07 Per Kg |
| (ii)  | Orange  | - | Maximum 07 Per Kg |
| (iii) | Guava   | - | Maximum 07 Per Kg |
| (iv)  | Mango   | - | Maximum 06 Per Kg |
| (v)   | Mausami | - | Maximum 07 Per Kg |
| (vi)  | Apple   | - | Maximum 07 Per Kg |
- (j) Poha is to be prepared with Onion, minimum 20 gm Groundnut for each member, Green peas / Cauliflower and tomato and is to be served with Onion-Tomato chatney.
- (k) Upma is to be prepared with Onion, minimum 20 gm Groundnut for each member, Green peas / Cauliflower and tomato and is to be served with Black Chana Curry.
- (l) Khichdi to be prepared with Cauliflower, Potato, Green Peas and minimum 20 gm Groundnut for each member and is to be served with Green chatney etc.
- (m) In addition to the menu, the service provider shall be required to provide extra messing facilities with items not covered under the Menu. The list of the items to be provided on extra basis is attached as **Annexure-II to Appendix A of this RFP**. All bidders are to provide the rates of all extra items. However, the rates of extra items provided by the successful bidder who emerges as L-1 for the contract will only be considered. The rates so provided by the successful L-1 bidder will be subject to further negotiation before signing of the contract agreement. The service provider shall be required to provide these extra items to school, as and when desired. For these extra items, the service provider will be paid extra.

**6. Food Serving Venue and Timings.** The service provider is required to serve the food as per the timing and venue details as given below :-

<u>Sl No</u>	<u>Type of Meal</u>	<u>School Working Days</u>		<u>Other than School Working Days including Holidays</u>	
		<u>Venue</u>	<u>Timing</u>	<u>Venue</u>	<u>Timing</u>
(a)	Bed Tea	Hostel Block	0500h-0530h	Hostel Block	0500h-0530h
(b)	Breakfast	Cadet's Mess	0715h-0745h	Cadet's Mess	0730h-0815h
(c)	Morning Snacks	Academics Block	1030h-1045h	Hostel Blocks	1030h-1045h
(d)	Lunch	Cadet's Mess	1345h-1415h	Cadet's Mess	1330h-1400h
(e)	Evening Snacks	Cadet's Mess	1730h-1745h	Hostel Blocks	1730h-1745h
(f)	Dinner	Cadet's Mess	2015h-2045h	Cadet's Mess	2000h-2030h

**Note :**

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- (a) The venue and timing for serving meals may be changed by the school authorities and the same is to be followed by the service provider.
- (b) The food should be ready and reach the venue 15 minutes before the scheduled time. No Delay will be entertained under any circumstances. However, the request for delay may be considered in unavoidable circumstances with prior information and approval from the competent authority of the School.
- (c) The number of personnel at each venue/location for serving the food will be provided by the school representative on daily basis.

7. **Food Test Reports.** The service provider, at his own cost, is required to get the food tested at the laboratory specified by the school and will be required to furnish a report of suitability at least once in SIX months or as and when demanded by the school.

8. **Food Samples.** The service provider is required to provide food samples for all meals to the Medical Authority of the School. It will be the responsibility of the service provider to deliver the food samples of all meals to MI room of the school in closed steel food containers. The service provider, at its own cost, is to cater minimum 09 Steel Food Containers of standard size for this purpose. The food samples will be preserved in controlled temperature for minimum 48 hrs by the MI room of the school. The medical authority of the school will have all rights to get the food samples (so preserved) tested from an testing agency in the country, if required to do so. The report so obtained will be binding on the service provider and he will be required to take necessary actions as suggested in such report.

9. **Daily Food Testing.** Daily food testing will be carried out by the Catering Assistant/ Nursing Assistant/Duty Master/Adm Officer/Principal of Sainik School Sambalpur. It will be the responsibility of Service provider to arrange daily food testing by school authorities and obtain remarks by concerned official in the daily food testing register, which will be maintained by him for this purpose. The service provider will maintain a Visitors / Remarks Register in which he will note down all the points suggested to him and execute the same without fail. The service provider or his the Mess manager details as his representative is required to remain present in the mess when the food is being served.

10. **Quality of Food and Food Items.** The service provider shall procure only good quality fresh vegetables from the market. Storage of vegetables for more than 1 (one) day in summer months and 3 (three) days in winter months at a stretch shall not be permitted. The other raw materials may be procured by the service provide from reputed and approved agencies/dealers/stockiest/shops/local market etc as per the requirement. However, the service provider shall ensure that a sufficient reserve stock of other raw material is available in the store for consumption for a minimum period of 07 (Seven) days. The school authorities shall have the right to check the quantity of reserve stock, quality of raw materials, and vegetables from time to time. In case of any untoward incident regarding food poisoning, etc, the service provider will be liable for prosecution and making good any losses/compensation on such account. No money will be paid for messing charges to the service provider in respect of cadets and the staff for that particular day. This would be applicable for each time when such a case is noticed or reported. The other quality aspects for cooking and serving food will be as follows :-

- (a) The food shall be cooked, stored and served under hygienic conditions. The service provider shall ensure that only freshly cooked food is served, and that stale food is not recycled. Stale food shall be removed from the mess premises as soon as possible.
- (b) The food shall be neither too spicy nor too oily. The food preparation shall be wholesome and shall generally cater to the taste of the cadets.
- (c) The oil that remains from deep frying at the end of the day shall have to be destroyed and shall not be allowed to be recycled for the purpose of cooking again.
- (d) The food shall be cooked and served in clean utensils and no laxity shall be permitted in this regard. The utensils shall have to be maintained sparkling clean at all time.
- (e) The service provider shall pay special attention to maintain the mess in a neat and tidy condition at all times. For this purpose, the mess shall be cleaned thoroughly after each meal.
- (f) The service provider shall ensure that only hot food is served to the cadets.

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(g) The waste material and unused/leftover food from mess shall be removed from mess premises every day. The service provider shall ensure that stray cattle, such as pigs, dogs, cows, etc., do not consume any food within the school premises.

(h) Any complaint relating to the raw material, preparation of food, conditions of mess/kitchen premises etc shall be addressed by the school authorities and appropriate penal action may be initiated.

It is certified that I hereby understand and accept the terms and conditions of the Scope of Work.

**Signature of service provider with stamp**

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**Annexure-I**  
**(Refer Para 5 of Appendix-A of RFP.)**

**SAINIK SCHOOL SAMBALPUR**

**DAY WISE MENU FOR**  
**FOR FINALISATION OF RATE CONTRACT FOR**  
**PROVIDING MESSING AND FOOD CATERING SERVICES**

<b><u>Schedule Days</u></b>	<b><u>Breakfast</u></b>	<b><u>Morning Snacks</u></b>	<b><u>Lunch</u></b>	<b><u>Evening Snacks</u></b>	<b><u>Dinner</u></b>
<b>Monday</b>	Bread-06 Pcs, Butter, Jam, Daliya -150gm, Boiled Egg-02 pc for Non Veg or Veg Cutlet 50 gm - 02 Pc for Veg, and Milk-200 ml with sugar & Bournvita	Tea and Salted Bakery Biscuit -02 Pcs	Jeera Rice, Chapati, Dal Arhar, Mix Veg, Green Salad and GulabJamun 60 gm – 01 Pc	Nimbu Pani / Banana - 01 Pc/ Seasonal Fruits during winters (150 gm)	Steam Rice, Chapati, Dal Masoor, Chicken-02 Pcs (100gms) for NV or Mutar Paneer Curry(100gms) for Veg
<b>Tuesday</b>	Puri-06 Pcs, Sabji (Aloo, Tomato Bhajji) and Milk-200 ml with sugar & Bournvita	Coffee and Samosa 100 gm – 01 Pcs	Veg Pulao, Chapati, Channa Dal Tadka, Seasonal Veg, Curd-100gm and Pickle	Nimboo Pani / Tea and Good Day Biscuits - 02 Pcs	Rice, Chapati , Rajma Masala, Dum Aallu and Balusahi 50 gm-01 Pc
<b>Wednesday</b>	Poha 200gms with Channa Sabji and Tomato Chatani and Milk-200 ml with sugar & Bournvita	Tea and Kachori 100 gm – 01 Pc	Msala Dosa 1pc, Cocobut Chutney, Sambhar, Idli 2 pcs, Medu Vada 2pcs	Nimbu Pani / Tea and Seasonal Fruit 150 gm	Bread-06 Pcs, Butter, Jam, Veg Cutlet -02 Pcs, Chicken Chilly(100gms)-02 Pcs for NV) / Paneer Chilly (100 gms) for Veg and Fruit Custard
<b>Thursday</b>	Idli standard size-5 Pcs, Coconut chutney, Sambhar and Milk-200 ml with sugar & Bournvita	Tea Batata Vada (Alu Bonda) 100 gm – 01 Pc	Steam Rice, Puri, Dal Arhar, Paneer Butter Masala and green salad	Nimbu Pani / Tea and Sweet Bakery Biscuit - 02 Pcs	Steam Rice, Chapati, Dal Chana Tadka, Mix Veg and Boondi – 50 gm
<b>Friday</b>	Upama with Channa Curry and Milk-200 ml with sugar & Horlicks.	Tea Samosa 100 gm – 01 Pcs	Jeera Rice, Chapati, Dal Moong, Aaloo Soyabin Veg and Pickle	Nimboo Pani / Tea and Britannia Cake 20 gm- 01 Pc	Rice, Chapati, Dal Arhar, Mutter Paneer (100gms) for Veg / Chicken 100 gm (02 Pcs) for NV
<b>Saturday</b>	Bread-06 Pcs, Butter, Jam, Daliya -150gm, Boiled Egg-02 pc for Non Veg or Veg Cutlet 50 gm - 02 Pc for Veg, and Milk-200 ml with sugar & Bournvita	Tea and Veg Pakora 50 gm -02 Pcs	Steam Rice, Chapati, Moong Dal, Bhindi Masala/Seasonal Veg and Green Salad	Nimboo Pani/ Sweet Bakery Biscuit-02 pc	Veg Chowmin, Fried Rice, Veg Gravy Tomato Souce and Ice Cream (80ml) in summers or Gulab Jamun in winters
<b>Sunday</b>	Chola-Bhatura-03 Pcs and Pickle	Banana - 01 Pc/ Seasonal Fruits during winters (150 gm)	Veg Biryani, Onion Raita, Papad, Pickle and chopped salad	Nimboo Pani / Tea and Bread Pakora -01 Pcs	Rice, Chapati, Dal Chana, Fried Egg (01 Pc) Curry for NV / Butter Paneer Masala (100gms) for Veg

**Note:- This includes morning Bed Tea for the Cadet's**

**Cost Break down:** (a) Breakfast- 26% (b) Lunch-32% (c) Dinner-32% (d) Tea & Refreshments-10% (Twice Daily)

It is certified that I hereby understand and accept the day wise menu and meal wise cost breakdown.

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**Signature and Stamp of the vendor**

**Signature of service provider with stamp****Annexure-II**  
**(Refer Para 6 of Appendix-A of RFP.)****SAINIK SCHOOL SAMBALPUR**  
**LIST OF MISC ITEMS FOR FINALISATION OF RATE CONTRACT FOR**  
**PROVIDING MESSING AND FOOD CATERING SERVICES****(TO BE NEGOTIATED AND APPROVED**  
**ONLY WITH THE L-1 SERVICE PROVIDER FOR MAIN CONTRACT)**

<b><u>Sl No</u></b>	<b><u>Item Description</u></b>	<b><u>DOQ</u></b>	<b><u>Basic Rate as per DOQ</u></b>	<b><u>Tax (IGST/ CGST &amp; SGST)</u></b>	<b><u>Total Rate As per DOQ</u></b>
1.	Samosa (100-120gms)	Per Pc			
2.	Tea (100ml)	Per Cup			
3.	Coffee (100ml)	Per Cup			
4.	Lemon Water 200ml with Sugar	Per Glass			
5.	Bakery Biscuit Sweet	Per Pc			
6.	Bakery Biscuit Salted	Per Pc			
7.	Sweet (Gulab Jamun) (50-60gms)	Per Pc			
8.	Sweet Balushahi 50-60 gm	Per Pc			
9.	Paneer Pakoda (50-60gms) Plate (2 Pcs)	Per Plate			
10.	Vegetable Pakora / Bread Pakora 50-60 gm	Per Pc			
11.	Bread Sandwich Veg	Per Pc			
12.	Bread Sandwich Nov Veg	Per Pc			
13.	Kachori (100-120 gm)	Per Pc			
14.	Milk Cake Sweet	Per Kg			
15.	Batata Vada (Alu Bonda)	Per Pc			
16.	Vada Pav	Per Pc			
17.	Jalebi	Per Kg			
18.	Ice Cream 80 ml	Per Pc			
19.	Apple	Per Kg			
20.	Orange	Per Kg			
21.	Banana	Per Doz			
22.	Grapes	Per Kg			
23.	Milk	Per Kg			
24.	Curd	Per Kg			
25.	Lassi (Prepared in Mess) 200ml	Per Glass			
26.	Britannia Cake 20 gm	Per Pc			
27.	Puri instead of Chappati (Per person per day)	Per person			
28.	02 Pcs Chicken (100gms)	Per Plate			
29.	02 Pcs Fish (100gms)	Per Plate			
30.	04 Pcs Mutton (150gms)	Per Plate			
31.	Paneer Butter Masala (100gms)	Per Plate			
32.	Mix Vegetable (100gms)	Per Plate			
33.	Green Salad (Onion, Tomato,	Per Plate			

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	Cucumber, Lemon, Carrot)				
34.	02 Pcs Dahi Wada (150gms)	Per Plate			
35.	02 Pcs Egg Curry	Per Plate			
36.	<b>Special Thaki Menu Consisting of</b> Chicken Dish, Paneer Dish, Veg Curry, Jeera Rice / Pulao, Curd /Raita, Dal Fry/Tadka, Butter Chapati / Puri, Green Salad, Papad, Pickle, Sweet Dish	Per Plate			
37.	<b>Extra Diet for Players</b>				
	(a) Milk 200ml with sugar Horlicks / Bournvita	Per Glass			
	(b) Sprouted Channa (100gms)	Per plate			
	(c) Milk & Banana Shake 200ml	Per Glass			
	(d) Amul Cool	Per Glass			
	(e) Mausami Juice 200ml	Per Glass			
	(f) Boiled Egg	Per Pc			
	(g) Butter Milk 200 ml	Per Glass			
38.	Mix Veg Plate 150 gm	Per Plate			
39.	Cold Drink 2Ltr	Per Bottle			
40.	Jeera Rice/Veg Pulav instead of steam rice (per person per day)	Per Person			
41.	Boondi	Per Kg			
42.	Laddu	Per Kg			
43.	Fresh Juice 200 ml	Per Glass			
44.	Aaloo / Veg Paratha (02 Pcs)	Per Plate			
45.	Cholla Bhatura (02 Pcs)	Per Plate			
46.	Veg Manchurian (04 Pcs) with Gravy	Per Plate			
47.	Veg Noodles (150gms)	Per Plate			
48.	Rasmalai	Per Pc			
49.	Per Meal charges for serving food in Officers Guest House	Per Meal			
50.	Per Meal charges for serving food in the mess to parents/guests	Per meal			

It is certified that I hereby understand and gives my assurance for providing these extra items as and when demanded by the school at the costs agree upon as part of the contract.

**Signature of service provider with stamp**

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**MODEL ECS MANDATE FORMAT**  
**(FORM DPM-11)**

**Customer's option to receive payments through e-Payment (ECS/ EFT/ DIRECT CREDIT/ RTGS/ NEFT/ Other payment mechanism as approved by RBI.)**

**CREDIT CLEARING MECHANISM**

1. Customer's name .....
2. Particulars of Bank Account .....

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

3. Please attach a blank cancelled cheque, or, photocopy of a cheque or front page of your savings bank passbook issued by your bank for verification of the above particulars.
4. Date of Effect .....

"I, hereby, declare that the particulars given above are correct and complete. If the transaction is delayed or not effected at all for reasons of incomplete or incorrect information, I would not hold the user institution responsible. I have read the option invitation letter and agree to discharge the responsibility expected of me as a participant under scheme."

(.....)  
Date - Signature of Customer

Certified that the particulars furnished above are correct as per our records.

Bank's Stamp: (.....)  
Date:  
Signature of the Authorized Official from the Bank

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**Signature and Stamp of the vendor**



**FORMAT OF AFFIDAVIT TO BE SUBMITTED BY BIDDER**  
**(With Rs 10/- Stamp Paper and certified by the Notary Public)**

Certified that I/We,.....  
S/o or D/o..... Age..... years is/are residing at (full Address).....  
.....

hereby declare the following with the best of my/our knowledge and belief that :-

1. My/our company/firm whose name is \_\_\_\_\_ is located at \_\_\_\_\_.
2. My/our company/firm is not blacklisted by any Government department/agency.
3. TIN of my/our Company/Firm is \_\_\_\_\_.
4. My/our company/firm pays all taxes in time.
5. I/we do not have any relative/kin serving in Sainik School Sambalpur.
6. I/we acknowledge that I/we have gone through the complete RFP issued by Sainik School Sambalpur and I/we agree with all the terms and conditions laid down in the RFP by the Sainik School Sambalpur and accord my/our acceptance for incorporation in the contract.

(Signature of the Deponent)

I/we, certify that on this day \_\_\_\_\_ of \_\_\_\_\_, I/we verify the above mentioned declaration with my/our conscience.

(Signature of Applicant)

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Sainik School Sambalpur

**Signature and Stamp of the vendor**

**TECHNICAL BID CUM RFP COMPLIANCE SHEET**  
**(TO BE SUBMITTED ALONGWITH ALL REQUIRED DOCUMENTS)**

<b><u>Sl No</u></b>	<b><u>Description</u></b>	<b><u>Compliance by Bidder (Yes/No)</u></b>	<b><u>Deviation, if any</u></b>	<b><u>Justification for Deviation</u></b>
1.	Complete RFP duly signed with rubber stamp on all pages submitted			
2.	Acceptance of all terms and condition of RFP and agreement for incorporation in contract			
3.	Both technical and commercial bids submitted in separate envelopes and both these envelopes are sealed in single large envelope.			
4.	Acceptance of Bid validity			
5.	Submission of EMD			
6.	Submission of EMD exemption certificate, if applicable			
7.	Confirmation regarding acceptance of all terms and conditions of corrigendum/s published with respect to this RFP, if any.			
8.	Acceptance for Contract Validity Period			
9.	Acceptance for contract Extension, if any			
10.	Submission of proof of address of the firm			
11.	Acceptance for all terms and conditions of Scope of Work as per Appendix A to RFP.			
12.	Acceptance of Daily Menu sheet as per Annexure-I to Appendix-A of this RFP			
13.	Acceptance of terms and conditions and submission of prices for Misc items as per Annexure-II to Appendix-A of this RFP.			
14.	Acceptance of all terms and conditions of Part-I of RFP which will be part of contract.			
15.	Acceptance of Technical Specification and terms and conditions of Part –II of RFP, which will be part of contract.			
16.	Acceptance of Standard conditions of RFP as given in Part-III of RFP, which will be part of contract			
17.	Acceptance of special conditions of RFP as given in Part-IV of RFP, which will be part of contract			
18.	Submission of TIN/TAN Registration certificate of the firm			
19.	Submission of GST registration number of the firm			
20.	Submission of PAN card of Firm			
21.	Submission of Registration certificate for providing food catering services			
22.	Submission of Valid Food License of the firm (covering food processing and manufacturing services)			
23.	Submission of Valid Trade & Labor License of the firm			
24.	Submission of ESI Registration certificate of the firm.			
25.	Submission of Receipt/Challan as proof of depositing of ESI for immediate last three years			
26.	Submission of EPF Registration Certificate of the firm			
27.	Submission of Receipt/Challan as proof of depositing of EPF for immediate last three years			
28.	Submission of Certificate of Experience of minimum two			

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Sainik School Sambalpur

**Signature and Stamp of the vendor**

	years (starting from the year 2015 onwards) for providing messing and food catering services to any educational School/state or Central Govt Depts/ any PSU bodies. SO/PO copies/copy of contract agreement to be submitted.			
29.	Submission of Proof of executing Single / Multiple contracts for minimum financial value of Rs 50 Lakhs in a single financial year in any of the last three years.			
30.	Submission of Latest audited financial statements/balance sheet of the firm for the last one year.			
31.	Submission of Copy of ITR submitted for the last one year.			
32.	Submission of Affidavit as per Appendix-C to RFP			
33.	Submission of an undertaking signed by the authorized signatory of the firm stating that all the terms and conditions given in the RFP and other documents as part of RFP for providing Messing and food catering services to Sainik School Sambalpur are acceptable.			
34.	Submission of an undertaking signed by the authorized signatory of the firm stating that all the terms and conditions given in the RFP and other documents as part of RFP for providing Messing and food catering services to Sainik School Sambalpur are acceptable.			
35.	Acceptance of Price Evaluation conditions as per Part-V of RFP			
36.	Submission of Commercial Bid as per Price Bid Format as given in Part-V of RFP			
37.	Submission of all the supporting documents, duly self-attested alongwith the technical bid.			
38.	Acceptance of non disclosure agreement between Sainik School Sambalpur and Service Provider.			

**Signature of Bidder with Rubber Stamp**

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Sainik School Sambalpur

**Signature and Stamp of the vendor**