Tele: 9439114922

Email: sainikschoolsambalpur@gmail.com

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

SSSBP/3004/QM/MAINT- SER/2020

Date - 30 Dec 2020

M/S.....

(Name of the Firm)

REQUEST FOR PROPOSAL FOR INVITATION OF TENDERS FOR OUTSOURCING OF MANPOWER FOR MAINTENANCE & ALLIED SERVICES AT SAINIK SCHOOL SAMBALPUR

Bids are invited by Sainik School Sambalpur for <u>OUTSOURCING OF MANPOWER FOR</u> <u>MAINTENANCE & ALLIED SERVICES AT SAINIK SCHOOL SAMBALPUR</u>. The RFP reference number is SSSBP/3004/QM/MAINT-SER/2020 Dated 30 Dec 2020, which can be downloaded from <u>website www.sainikischoolsambalpur.in and CPP Portal</u> <u>http://eprocure.gov.in/eprocure/app.</u> or can be obtained from Sainik School Sambalpur on payment of tender fee.

1. Bids (Two Bids) in sealed cover are invited from reputed and experienced firms for Outsourcing Of Security Services. 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) (b) (c)	RFP Collection Address - Bids/queries to be addressed to - Postal address for correspondence -	The Principal, Sainik School Sambalpur, PO- Basantpur, PS- Burla		
(d)	Name/designation of the contact person -	Near Gausnala, Dist- Sambalpur Odisha - 768025		
(e)	Telephone number of the contact person -	9439114922		
(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, etc.

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

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

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(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.

PART I – GENERAL INFORMATION

Tender Fee. The RFP may be collected from Sainik School Sambalpur on payment 1. 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 (Branch Code-017963). No cash payment/personal accepted. The RFP also be downloaded cheque will be can from website www.sainikschoolsambalpur.in or CPP Portal http://eprocure.gov.in/eprocure/app.

2. Last Date and Time for Depositing the Bids - 28 Jan 2021, Before 1000hrs

3. <u>Manner of Depositing the Bids.</u> 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 and waxed in separate envelops and both envelops are sealed in an outer envelope sealed and waxed to be dropped 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 envelope 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 envelops should be clearly marked as <u>"BIDS FOR OUTSOURCING OF</u> <u>MANPOWER FOR MAINTENANCE & ALLIED SERVICES AT SAINIK SCHOOL</u> <u>SAMBALPUR.</u>

4. <u>**Two Bid System**</u>. 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

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and Financial 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.

5. <u>Location of the RFP Box.</u> Sainik School Sambalpur Adm Building. 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.

6. <u>Place of Opening of the Bids.</u> Sainik School Sambalpur Adm Building. 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 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.

7. <u>Time and Date for Opening of Bids.</u> At 1200hrs on 28 Jan 2021.

8. <u>Clarification Regarding Contents of the RFP.</u> 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 03(Three) 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.

9. <u>Modification and Withdrawal of Bids</u>. 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/email 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).

10. <u>Clarification Regarding Contents of the Bids</u>. 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.

11. <u>**Rejection of Bids.**</u> 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.

12. <u>Unwillingness to Quote</u>. 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.

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13. <u>Validity of Bids</u>. The Bids must remain valid for a period of 180 days from the last date of submission of the Bids.

Bidders are required to submit Earnest Money 14. Earnest Money Deposit (EMD). Deposit (EMD) for an amount of Rs 14,000/- (Rupees Thirty 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. 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 30th 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.

15. Bidders should take into account any corrigendum published in the newspaper/school website with respect to this RFP before submitting their bids.

16. <u>Periodicity of Services</u>. The Services will be concluded for a period of one year, which will remain valid from the date of signing the agreement by both the parties for a period of one year.

17. <u>Extension of Services.</u> Principal Sainik School Sambalpur has the right to extend the existing Services with same terms, conditions etc. for a maximum period of 03 (R) 03 months, with the consent of the rate contract holders. The notice for extension of Services will be issued 30 days prior to the expiry of Services. The suppliers are to give their consent for willingness/unwillingness for extension of Services 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 Services. The extension of Services holder in writing. Mere issue of notice for seeking Services holders' consent is not to be considered as grant of extension of RC.

18. Acceptance of Part Contract. N/A

19. 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.

20. 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).

PART-II

SCHEDULE OF REQUIREMENT

1. <u>Scope of Work</u>. The minimum specified Scope of Work (SoW) to be undertaken by the bidder for '<u>HIRING OF MANPOWER FOR MAINTENANCE &</u> <u>ALLIED SERVICES AT SAINIK SCHOOL SAMBALPUR</u>' and is to be performed as per the specifications and conditions mentioned in different parts of this document and further amendments, if any, issued in this regard and the Contract to be signed by the successful bidder, subsequently.

2. Site Visit. The Interested Tenderer is expected to work out their own rates based on the detailed description of works, required items, requested specifications and conditions, Statutory Taxes and finally arrive at the cost of the Various Maintenance Work/Services. The Tenderer shall be deemed to have satisfied itself before submitting bids. The rates and prices quoted shall, except as otherwise provided, cover all its obligations under the contract and all matters and things necessary for proper completion and maintenance of the Various Maintenance, Housekeeping & Maintenance & allied Works/Services. Where necessary, before submitting its Commercial Bid the Tenderer should inspect and examine the Sainik School Sambalpur site and its surroundings and shall satisfy itself about form and nature of the Site, the quantities and nature of the Various Maintenance Housekeeping & Maintenance & allied Work/Service and materials necessary for the completion of the Works/Services, means of access to the site, the accommodation it may require, and in general, obtain all necessary information as to risk, contingencies and other circumstances, which may influence or affect its bids. No extra charges consequent on any misunderstanding or otherwise shall not be allowed and paid Sainik School Sambalpur.

3. <u>General Information:</u>

- (a) Total area of the School Campus
- 100.05 Acres
- (b) Approx cleaning area of the Buildings All buildings & Campus

4. **Quantified Work for Various Maintenance:** The basic purpose of Various Maintenance is to ensure that the whole premises of Sainik School, Sambalpur must look neat and sparkling clean. The contractor has to undertake all such jobs/activities required to maintain the office premises, academic block including class rooms / labs, Cadets' Mess area, MI room, playgrounds, gardens, Cadets' Dormitories both inside and outside, general area of staff quarters and officers' bungalows and internal roads of the school campus neat and clean in addition any other job assigned by school administration whether such activities are elaborated hereunder or not.

5. Hiring of Manpower For Maintenance & allied services.

(i) The manpower required to be deployed by contractor is as follows: -

<u>SI.</u> No	Deployment Type	<u>Labour</u> <u>type</u>	Manpower required on daily basis	
(a)	Maintenance & allied services (incl Roads, Buildings and school area)	Unskilled Unskilled	06	Sweeping, Mopping and Toilets cleaning and garbage removing at dormitories, Acad, Admn, MI room, Qrtrs & guest house maintenance. Parks and Gardens, Roads cleaning and maintenance, Vegetation clearance around above building, Grass Cutting, Garbage Clearance, office table cleaning. Grass Cutting.

(i) The School shall increase or decrease the requirement depending upon its requirement, but rate for each person / post will remain the same as agreed in the financial bid.

(ii) <u>Timing</u>.

(a) 8.00 am to 4.00 pm (Monday- Saturday including meal break) on Sunday with limited number of staff as per requirement of the school from time to time if any. Timings can be changed.

(iii) The above manpower may be used for shifting furniture, equipment or otherwise as per need of Sainik School Sambalpur. The services of the personal deployed at site, shall be made available round the clock including Sundays & holidays without any extra payment.

(iv) Sainik School Sambalpur will not responsible for any overtime (OT) or extra payment to the personnel deployed by the contractor for any reason whatsoever.

(v) The contractor has to arrange for the latest police verification from the parental police station of employee as well as from the present residential address police station of the persons deployed within forty-five days (45) from the date of Award of Work.

(vi) The contractor will provide all-inclusive comprehensive Various Maintenance services to Sainik School Sambalpur, seven days in a week, 365 days a year including Sundays, festivals & other holidays.

6. <u>Appointment of Supervisor</u>. The contractor shall make necessary arrangements to appoint Supervisor(s) at his own cost & provide them mobile/phone connection. The complaints regarding cleaning, sanitation, Various Maintenance & allied services made at the centralized control room/desk and shall be directed to the supervisors. He must ensure speedy redressal. In case of

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change of Supervisor, agency should inform school timely but agency should make an effort not to change supervisor frequently. If any change is not informed with regard to change of Supervisor Rs 1000/- fine will be imposed per instance.

7. **<u>Reporting</u>**. The following reports required to be submitted by the vendor or **Supervisor/ Head** nominated by the vendor to the **Administrative Officer** before 1100hrs every morning:-

- (a) A daily report of staff present on duty with the area/ location in all the shifts.
- (b) A daily report of the status of the equipment and its utilization should be submitted.
- (c) A daily report of the area cleaning and maintenance undertaken should be submitted.
- (d) A daily report of the chemicals and the consumables used should be submitted
- (e) A daily report of the general sanitation from the Doctor/ Nursing Assistant or any other authorised representative.

(f) A monthly feedback report from the user areas as based on

KeyPerformance Indicators (KPI) should be submitted.

(g) Any other reporting mechanism as desired by Sainik School Sambalpur.

8. <u>Penalty for quality Assurance</u>.

(a) In case the contractor fails to commence/execute the work as stipulated in the agreement or there is a breach of any terms and conditions of the contract the Sainik School Sambalpur reserves the right to impose the penalty as detailed below:

Offences	Penalties (In Rupees)
Workers found without photo ID in Sainik School Sambalpur during duty Hours.	300/- per instance.
Worker not found in proper Uniform.	500/- per instance.
Indulging in smoking/ drinking/ sleeping or any other misconduct during duty hours by the worker at Sainik School Sambalpur.	1000/- with removal of the offender from service.
Duty performed by a worker for more than one shift in 24 hours at Sainik School Sambalpur.	Penalty of 500/- per instance
Unsatisfactory performance	Adverse report by adhoc Committee inspection: 10000/- per instance. Adverse Monthly Report: 20,000/- per report
Machine out of order/deploying lesser no. of machines.	4000/- per machine per day
Wrong/Improper chemical used.	5000/- per instance
Absenteeism/Under deployment	2000/- per instance
Complaints are not registered or not redressed.	1000/- per instance
Absence of personal protective gears	400/- per instance
For any other breach, violation or contravention of any terms and conditions.	Rupees 10000/- will be imposed per day
In case the services remain consistently unsatisfactory for a period of more than one week.	Penalty of 5% of the Monthly Bill value will be imposed and deducted.

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Violation of the COVID-19 directives,	500/- per instance.
precautions and instructions.	

(b) Equipment so provided at Sainik School Sambalpur for Cleaning, Various Maintenance & Allied Services should always be 100% ready and updated. The contractor will be responsible for immediate repairs of its equipments to use in Sainik School Sambalpur for such services.

(c) The amount payable for the preceding month will only be released after submission of their Monthly Bill along with certification of satisfactory performance obtained from each of Various Maintenance Service Area Incharge/Various Maintenance Nodal/Authorized Officer nominated by Sainik School Sambalpur. Penalty so imposed will be recovered from the preceding monthly bills or from the performance security deposit. If penalty amount deducted from the performance security deposit, the bidder will have to deposit the same amount before release of future payments.

(d) In case of any damage/loss/theft of property attributed to the personnel deployed by the contractor, the cost of the same will be recovered from the service provider/agency.

Valid Labour License, EPF/ESI Registration Numbers & Indemnity 9. **Bond.** The contractor shall obtain valid labour license under Contract Labour (R&A) Act, 1970 (if applicable) and submit a copy of such license duly attested to the Sainik School Sambalpur. No payments would be released till the contract license is submitted by the contractor. Moreover, he/ she shall abide by all the necessary provisions of various other Labour Laws/Acts viz. ESI/Bonus, Workmen's Compensation, EPF and any other laws and rules as applicable. It shall be the duty of the contractor to get EPF code number allotted by Regional Provident Fund Commissioner (RPFC) under which the EPF subscription, deducted from the payment of the personnel engaged and employer's amount of contribution should be deposited with the respective EPF authorities within 7 days of every month. In case of failing to remit employee/employer's contribution towards EPF subscription etc. within the stipulated time, the administrative head of Sainik School Sambalpur is entitled to recover equal sum of amount from payment due or accrued to the contractor under this agreement or any other contract with RPFC, with intimation to RPFC, duly furnishing particulars of personnel engaged. The contractor shall issue EPF Passbook/ slips/ESI card to every worker and shall supply the Code Number allotted by the local ESI/EPF authorities. The contractor shall ensure compliance within 90 days of the award of work. If any change is required on part of Sainik School Sambalpur, a fresh list of personnel shall be made available by the contractor after necessary required changes. If on account of non-compliance with the provisions of any laws, Sainik School Sambalpur is called upon to make any payment to or in respect of his employees, the service provider shall fully reimburse to Sainik School Sambalpur for all such payment and Sainik School Sambalpur shall be free to make deductions on this account from the amount of Performance Security Deposit, in which case, the Contractor shall immediately pay to the Sainik School Sambalpur such amount as may be necessary to make up the required Performance Security Deposit, or from the dues which may be payable by the Sainik School Sambalpur to the Contractor. The Contractor will sign an Indemnity Bond in favour of Sainik School Sambalpur to this effect. No liability whatsoever shall attract and applicable to the Sainik School Sambalpur on account of or any failure on the part of the service provider to observe these regulations.

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10. Standard instructions for cleaning.

- (a) Cleaning of premises including toilets, office rooms, conference room, classrooms, canteen etc by sweeping/mopping.
- (b) Dusting and cleaning of doors, windows, fans, furniture, ventilators, blinds, benches and removing of cobwebs etc.
- (c) Removal of garbage from the buildings daily and ensuring its appropriate disposal.
- (d) Mopping minimum twice a day of all areas specified above.
- (e) The selected company/Firm/Agency will carry out all the above on daily basis on all working days or as required by this school.
- (f) Cob-web removal, dusting of ceilings fans, tube lights, fixtures, furniture items specifically steel almirahs in all the above areas.

(g) Grass cutting to be carried out inside the campus on regular basis or as per direction of the School Administration.

- (h) All cleaning items like disinfectants, toilet cleaners, phenyl, spray, room freshener, deodorant, brooms, naphthalene ball, etc and other disinfectant and consumables shall be provided by the School.
- (i) Cleaning of water coolers, cleaning glasses of doors, windows, ceiling fans, blinds, carpets and ventilators of all areas specified above by liquid soap/chemical/detergent.
- () The selected company/Firm/Agency firm shall also be required to perform spraying/fumigation of disinfectant/insecticide all rooms in the School.
- (k) The cleaning procedure/technique is illustrative only. The successful bidder/firm may adopt the modern technology/method for the said purpose.
- () In addition to above, in case of emergency, cleaning should be done as per the direction of Administrative Officer on special occasions.

11. Cleaning Of Toilets and Other Work

(m) Sweeping, washing and mopping of floors, washing of glazed tiles on walls, urinal pots, WC Pans, sinks, wash basins and all other fittings and fixtures using disinfecting material like phenyl, detergent powder, acid liquid soap etc. twice in day. (Cleaning material will be supplied by the School). Soap containers need to be kept filled at all time and naphthalene balls in urinal pots and air freshener/naphthalene ball/toilet paper etc. also needs to be provided as per requirement. Cleaning staff should be available on all working days unless otherwise instructed.

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- (n) The toilets will be cleaned twice in a day. The contractor should provide 1 (One) dedicated worker and he/she will ensure the cleanliness of toilets at regular intervals, failing which a penalty of Rs.100/- on each occasion per day shall be levied and the same would be deducted from the monthly bill.
- (o) Dusting and cleaning of looking mirrors, stone meshes, doors, windows, ventilators etc and removal of cobwebs inside the toilets/Bathrooms on daily basis.
- (p) Blockage of drain/pipe/sinks will be reported immediately by deployed staff to Administration Section. The vendor has to clear the block within 24 hours. The clearing of blockage is sole responsibility of the contractor. In case of delay, a penalty of Rs.1000/- will be charged per day till the problem is resolved. In emergency, the school has the right to clear the blockage by hiring from outside for which the payment is to be made by the contractor.

12. <u>Work to be done daily:</u>

- a. Brooming / Sweeping, Mopping of vitrified tiled floors, kota stoned floors, stair cases in Cadets' Mess, Dormitories, Offices, Academic Block area etc.
- b. Brooming / sweeping of all internal roads in the campus. Dusting and cleaning of office furniture, telephones, Table top office equipments, tables, paper trays and other installations.
- c. Cleaning of Toilets, Wash basins with disinfectants in Cadets' Mess, Dormitories, Offices and Academic Block area etc. should be cleaned twice a day and disinfected with appropriate disinfectant.
- d. If required, additional cleaning should be taken up as per the directions given by the School administration.
- e. Replenishment of soap, naphthalene balls/air purifiers (As and when required).
- f. Emptying of dustbins in all the above areas. Keeping the drains around the buildings clean and clear from choking.
- g. Grass Cutting of the school campus.
- h. Lawn maintenance.
- i. Garbage disposing.
- j. Area Maintenance.

13. <u>Work to be done fortnight:</u>

- a. Linen/Towel washing in office area.
- b. Dusting of files, cleaning of side racks and office furniture items.
- c. Window glass panes should be cleaned with cleansing liquid.

14. <u>Work to be done once a month:</u>

- a. Dusting, scrubbing and cleaning of doors and window panes.
- b. Vacuum cleaning of Cadets' Mess, Assembly Hall , Library, Laboratories, venetian blinds, carpets etc.
- c. Cob-web removal, dusting of ceilings fans, tube lights, fixtures, furniture items specifically steel almirahs in all the above areas.
- d. Maintain overall cleanliness of the whole campus.
- e. In addition to above, in case of emergency, cleaning should be done at callon unforeseen events like breakage, spillage and on special occasions.

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15. <u>Supervision</u>

a. The contractor shall supervise in the school, who shall ensure that all the duties as assigned to the firm by this school must be are performed by them in the desire manner, failing which it shall invite penalties as prescribed in the following paragraphs.

b. The contractor shall be the first line of contact for client, who shall report to the designate officers of this school for all requirements.

c. The contractor will keep taking round of the premises and keep a watch over the deployed staff.

d. Patrolling should be done on an hourly basis and it should be ensured that strict Various Maintenance alertness is maintained.

e. The contractor will keep a watch on the activities of the deployed staff. If he finds anything unusual/untoward, a written report must be given to the Administrative Officer, Sainik School sambalpur.

16. <u>Code of conduct</u>. The contractor shall strictly observe that their personnel:

- a. Are always smartly turned out and vigilant.
- b. Are punctual and arrive at least 15 minutes before start of their duty time.
- c. Take charges of their duties properly and thoroughly.
- d. Perform their duties with honesty and sincerity.
- e. Read and understand their post and site instructions and follow the same.
- f. Extend respect to all officers and staff of the school.
- g. Shall not drink liquor on duty, or come drunk and report for duty.
- h. Will immediately report in any untoward incident/misconduct or misbehaviour occurs, to contractor and this school.
- i. When in doubt, approach concerned person immediately.
- j. Get themselves checked by security personnel whenever they go out.
- k. Do not entertain visitors.
- I. Shall not smoke or use any tobacco products inside the School premises.

m. The deployed staff shall be instructed by the Firm strictly not to misuse the telephones in the facility of this School.

17. <u>Contractors Responsibilities</u>.

a. All type of material cost, Labour Wages, Garbage Disposal Cost, Statutory Liabilities & Expenses etc.: The cost of all type of material required for cleaning, Various Maintenance, & allied services, wages to deployed all type of manpower i.e. Un-skilled, Semi- Skilled, Skilled and Highly skilled for obtaining necessary required licenses for Labour, Garbage Disposal, Bio Medical Waste and handling of appropriate statutory authorities like Labour Commissioner Office, Municipal Corporation, Pollution Control Board, National Green Tribunal etc. under relevant Rule and Regulation for setting up the said infrastructure, recruitment of staff, maintenance of equipment, and any other expenses including fuels, statutory liabilities, local or otherwise required by the Contractor for the purpose of this contract shall be borne by the Contractor and indemnify Sainik School Sambalpur for any Statutory Claims, Loss occurred during the

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offering Cleaning, Various Maintenance & Allied Services at Sainik School Sambalpur.

b. The contractor shall deploy unskilled labour in sufficient numbers to carry out its Services at the required rate of progress and of quality to ensure workmanship of the degree specified in the Contract for timely fulfilling of the Contractor's obligations under the Contract and to the satisfaction of the Competent Authority.

c. The contractor shall provide its employees, a minimum of two sets of uniforms. Employees shall also display a photo identity card on their person clipped to the shirt at all times.

d. If the engaged employees is found to be inefficient in numbers, quarrelsome, infirm, and invalid or indulging in unlawful or union activities, the contractor will have to replace such employee/employees immediately with a suitable substitute on the direction of the Competent Authority.

e. The Sainik School Sambalpur shall not provide any sort of accommodation to the personnel deployed by the contractor and no cooking/lodging will be allowed in the premises of the Sainik School Sambalpur at any time.

f. If any complaint of misbehavior and misconduct by personnel of the contractor comes into the knowledge of the authorities of Sainik School Sambalpur, responsibility for all such type of activities shall be of the contractor. Any loss owing to negligence or mishandling of the personnel shall be the responsibility of the contactor to bear the losses so suffered by Sainik School Sambalpur.

g. The contractor shall not, at any stage, cause or permit any sort of nuisance in the premises of Sainik School Sambalpur or do anything which may cause unnecessary disturbance or inconvenience to other working personnel as well as to the general public in the Sainik School Sambalpur premises and nearby.

h. The contractor shall be responsible for all acts of omission/commission by its employees during the course of discharge of their duties at Sainik School Sambalpur. Sainik School Sambalpur will not be responsible for any mishap during dealing with the sanitation and Various Maintenance work in the described Detailed Scope of Cleaning, Various Housekeeping & Maintenance & allied work given at Section-III.

i. Persons suffering from contagious or infectious disease shall not be employed or permitted to work in Sainik School Sambalpur & it reserves rights to examine any of the employees for medical fitness without prior notice/intimate to contractor. Expenses, if any incurred by Sainik School Sambalpur on medical examination, shall be borne and paid by the contractor.

j. The contractor will be required to remove or replace any of its personnel in case of un-satisfactory performance in work or presence under consideration and undesirable conditions by the authorities of Sainik School Sambalpur.

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k. The contractor work shall be executed under the supervision and controlling of Sanitation Officers/Sanitation Inspector/Authorized official/officer of Sainik School Sambalpur. The contractor shall make necessary arrangements to appoint **Supervisor(s)** at his own cost & provide them mobile/phone connection. The complaints regarding cleaning, sanitation, Various Housekeeping & Maintenance & allied services made at the centralized control room/desk and shall be directed to the supervisors. He must ensure speedy redressal.

I. Contractor shall be responsible for watch and ward of the cleaning related materials provided by him against pilferage and breakage during the period of execution of services and thereafter till the work is physically handed over to the department.

m. After execution of work contractor shall store the cleaning Material & equipment in proper organized manner so as not to give any ill appearance to Sainik School Sambalpur.

18. Protect yourself and others from the spread of COVID-19. The contractor is directed to ensure necessary protective measures against Covid-19 pandemic and instructions to be given to all outsourcing employees to follow all the preventive and precautionary measures as promulgated strictly such as:

a. All the employees should wash their hands with soap and water regularly. Regularly and thoroughly clean your hands with an alcohol-based hand rub or wash them with soap and water. Washing your hands with soap and water or using alcohol- based hand rub kills viruses that may be on your hands.

b. If soap and water not available use hand sanitizers with at least 60% alcohol Wash hands before touching nose, yes and mouth. Avoid Hands touch many surfaces and can pick up viruses. Once contaminated, hands can transfer the virus to your eyes, nose or mouth. From there, the virus can enter your body and infect you.

c. Throw used tissue, papers and cloths into closed dust bins immediately after use.

d. Cover your nose and mouth with hand kerchief or cloth while sneezing and coughing.

e. Avoid mass gathering and crowded places. Maintain at least 1 metre (3 feet) distance between yourself and others. When someone coughs, sneezes, or speaks they spray small liquid droplets from their nose or mouth which may contain virus. If you are too close, you can breathe in the droplets, including the COVID-19 virus if the person has the disease.

f. Make sure you, and the people around you, follow good respiratory hygiene. This means covering your mouth and nose with your bent elbow or tissue when you cough or sneeze. Then dispose of the used tissue immediately and wash your hands. Droplets spread virus. By following good respiratory hygiene, you protect the people around you from viruses such as cold, flu and COVID-19.

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g. Stay home and self-isolate even with minor symptoms such as cough, headache, mild fever, until you recover. Have someone bring you supplies. If you need to leave your house, wear a mask to avoid infecting others. Avoiding contact with others will protect them from possible COVID-19 and other viruses.

h. If you have a fever, cough and difficulty breathing, seek medical attention, but call by telephone in advance if possible and follow the directions of your local health authority. National and local authorities will have the most up to date information on the situation in your area. Calling in advance will allow your health care provider to quickly direct you to the right health facility. This will also protect you and help prevent spread of viruses and other infections.

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. Seller in the Contract) as selected by the Buyer. Failure to do so may result in rejection of the Bid submitted by the Bidder.

1. <u>Law</u>. 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. <u>Effective Date of the Contract</u>. 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. <u>Arbitration</u>. All disputes or differences arising out of or in connection with the Contract shall be settled by bilateral discussions. Any dispute, disagreement or question arising out of or relating to the Contract or relating to construction or performance, which cannot be settled amicably, may be resolved through arbitration. The standard clause of arbitration is as per Forms DPM-7, DPM-8 and DPM-9 (Available in MoD website and can be provided on request).

Penalty for use of Undue influence. The Seller undertakes that he has not given, 4. 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 Contract or any other Contract with the Government of India. Any breach of the aforesaid undertaking by the Seller or any one employed by him or acting on his behalf (whether with or without the knowledge of the Seller) or the commission of any offers by the Seller or anyone employed by him or acting on his behalf, as defined in Chapter IX of the Indian Penal Code, 1860 or the Prevention of Corruption Act, 1986 or any other Act enacted for the prevention of corruption shall entitle the Buyer to cancel the contract and all or any other contracts with the Seller and recover from the Seller the amount of any loss arising from such cancellation. A decision of the Buyer or his nominee to the effect that a breach of the undertaking had been committed shall be final and binding on the Seller. Giving or offering of any gift, bribe or inducement or any attempt at any such act on behalf of the Seller towards any officer/employee of the Buyer or to any other person in a position to influence any officer/employee of the Buyer for showing any favour in relation to this or any other contract, Certified that I hereby accepts all terms and conditions of this RFP. Principal/Admn Officer Sainik School Sambalpur

shall render the Seller to such liability/ penalty as the Buyer may deem proper, including but not limited to termination of the contract, imposition of penal damages, forfeiture of the Bank Guarantee and refund of the amounts paid by the Buyer.

The Seller confirms and declares to the Buyer that the Agents / Agency Commission. 5. Seller 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 Seller; 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 Seller 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 Seller 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 Seller will be liable to refund that amount to the Buyer. The Seller 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 Seller 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. <u>Access to Books of Accounts</u>. In case it is found to the satisfaction of the Buyer that the Seller has engaged an Agent or paid commission or influenced any person to obtain the contract as described in clauses relating to Agents/Agency Commission and penalty for use of undue influence, the Seller, on a specific request of the Buyer, shall provide necessary information/ inspection of the relevant financial documents/information.

7. <u>Non-disclosure of Contract documents.</u> 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. <u>Liquidated Damages</u>. In the event of the Seller's failure to submit the Bonds, Guarantees and Documents, 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 SELLER 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. <u>Termination of Contract</u>. 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.

(d) As per decision of the Arbitration Tribunal.

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(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. <u>Notices.</u> 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. <u>**Transfer and Sub-letting**</u>. The Seller has no right to give, bargain, sell, assign or sublet or otherwise dispose of the Contract or any part thereof, as well as to give or to let a third party take benefit or advantage of the present Contract or any part thereof.

12. <u>Patents and other Industrial Property Rights</u>. 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 Seller 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 Seller shall be responsible for the completion of the supplies including spares, tools, technical literature and training aggregates irrespective of the fact of infringement of any or all the rights mentioned above.

13. <u>Amendments</u>. 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. <u>Taxes and Duties.</u> 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. Seller in the Contract) as selected by the Buyer. Failure to do so may result in rejection of Bid submitted by the Bidder.

1. <u>Performance Bank Guarantee/Security Deposit.</u> The Bidder (i.e. Seller in the Contract) will be required to furnish a Performance Bank Guarantee (PBG)/Security Deposit by way of Bank Guarantee through a public sector bank or a private sector bank authorized to conduct government business (ICICI Bank Ltd., Axis Bank Ltd or HDFC Bank Ltd.) for a sum equal to 5% - 10% of the estimated contract value i.e. for Rs......./- within 15 days of signing of contract. Performance Bank Guarantee should be valid up to 60 days beyond

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Principal/Admn Officer Sainik School Sambalpur

Signature of Bidder with Rubber Stamp

the date of validity of contract period. The bidder (i.e. Seller in the Contract) will also be required to extend the 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 money or compensation payable by the seller to the Sainik School Sambalpur under the terms of the contract may be deducted from his PBG/security deposit or from any sums which may be due or may become due to him by the School under the contract.

(b) The seller'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".

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 A to this RFP**.

(a) The payment will be made as per monthly invoice raised on the actual personnel supplied by the vendor and based on the copy of attendance sheet register jointly signed by the representative of the department and contractor.

(b) The payment will be made as per the approved State Govt. of Odisha Minimum Wages rate mentioned above and can only be revised time to time according to the amendments and notification effecting Labour rates, the copy amendments and notification effecting Labour rates of latest should be enclosed with the claim of month bill.

(c) A copy of previous month PF challan and ESIC deposits should also be submitted with every bill as payment proof then only the amount of PF & ESIC will be paid.

(d) Any violation of instructions/agreement of suppression of facts will attract cancellation of the agreement without any reference.

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 Seller to the Paying Authority along with the performa invoice/bill:

- (a) Ink-signed copy of Commercial invoice / Seller's bill.
- (b) Inspection certificate signed by Administrative Officer.
- (c) Copy of previous month PF challan and ESIC deposits should also be submitted with every bill as payment proof then only the amount of PF & ESIC will be paid.
- (e) Any other document / certificate that may be provided for in the Contract/Supply Order.

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 Seller shall in no event exceed the lowest prices at which the Seller 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

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till performance of all supply Orders placed during the currency of the rate contract is completed.

(b) If at any time, during the period of the contract the Seller 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 seller 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.

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 Seller 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 SELLER 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 SELLER 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 SELLER. 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.

08. **Inspection Agency.** The Inspection will be carried out by Board appointed by Principal, Sainik School Sambalpur

09. 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. 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.

10. 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.

11. 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.

12. 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) Registration certificate of the firm.
- (b) GST registration number of the firm.
- (c) PAN card of the firm/propretier
- (d) Availability of office of service provider: An office of the service provider must be

located in the state of Consignee (Odisha). Documentry evidence to be submitted.

(e) Form by the bidder as per **Appendix-B** attached with this RFP.

(f) Certificate of experience for a minimum period of two years issued by Central/State Govt Department/PSU/Sainik School/Military School regarding supply/sale/services of items/range of items mentioned in Part-II of this RFP.

- (g) Last three years ITR of the firm
- (h) EPF registration number, to be enclosed.
- (j) ESI registration number

(k) Certificate of recognition/licence of contract labour as per Regulation and Abolition Act 1970 from concern office of Ministry of Labour.

(I) The bidder should have submitted filed ITR copy for last three years i.e. A.Y. 2016-17,

A.Y. 2017-18, & A.Y. 2018-19 (Enclose copy of Acknowledgement.)

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13. The contractor should be an income tax payee, should be registered with State /Central Labour Commissioner, EPF authority and also be service tax payer. He shall mention PAN No., EPF Registration No., ESI Registration No. and Service Tax Payee No. while applying for the tender.

14. The Manpower for Maintenance & allied service persons deployed should be qualified in performing such services as per the eligibility criteria indicated for each category.

15. The persons supplied by the Agency should not have any Police records/criminal cases against them. The Agency should make adequate enquiries about the character and antecedents of the persons whom they are recommending. The character and antecedents of persons will be verified by the Contractor before their deployment through local police, collecting proofs of residence, driving license, bank account details, previous work experience and recent photograph and a certification to this effect submitted to this office. The contractor will also ensure that the personnel deployed are medically fit and will keep in record a certificate of their medical fitness. The Contractor shall withdraw such employees who are not found suitable by the office for any reasons immediately on receipt of such a request.

16. The contractor shall engage necessary persons as required by this office. The deployment/arrangement of the personnel should be in such a manner that there shall be no violations of any leave rules and weekly off days. The bidder will have to bear cost of providing personnel for this work load/ duty hours or weekly off. The said persons engaged by the contractor shall be the employee of the contractor and it shall be the duty of the contractor to pay their salary every month, as agreed upon.

17. There is no Master and Servant relationship between the employees of the contractor and this office and further that the said person of the contractor shall not claim any absorption in this office.

18. The personnel employed by the contractor shall not claim any benefit/compensation/absorption/ regularization of services from/in this office under the provision of Industrial Disputes Act., 1947 or Contract Labour (Regulation & Abolition) Act, 1970. Undertaking from the persons to this effect shall be submitted by the contractor to this office.

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

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

21. The functional control over the personnel deployed by the Agency will rest with this office and the disciplinary administrative / Technical control will be with the Agency.

22. This office may require the contractor to dismiss or remove from the site of work, any person or persons, employed by the service provider, who may be incompetent or for his/ her/their misconduct and the contractor shall forthwith comply with such requirements. The Contractor shall replace immediately any of its personnel, if they are unacceptable to this office because of security risk, incompetence, conflict of interest and breach of confidentiality or improper conduct upon receiving written notice from office.

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23. The contractor has to provide Photo Identity Cards to the persons employed by him/her for carrying out the work. These cards are to be constantly displayed & their loss reported immediately.

24. The transportation, food, medical and other statutory requirements in respect of each personnel of the contractor shall be the responsibility of the service provider.

25. Payments to the contractor would be strictly on certification by the officer with whom he is attached that his services were satisfactory and attendance as per the bill preferred by the service provider.

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

27. The contractor shall provide a substitute well in advance if there is any probability of the person leaving the job due to his/her own personal reasons. The payment in respect of the overlapping period of the substitute shall be the responsibility of the service provider.

28. The contractor shall be contactable at all times and messages sent by phone /e-mail/fax/special messenger from this office shall be acknowledged immediately on receipt on the same day. The Contractor shall strictly observe the instructions issued by the School in fulfilment of the contract from time to time.

29. That the Contractor on its part and through its own resources shall ensure that the goods, materials and equipments etc. are not damaged in the process of carrying out the services undertaken by it and shall be responsible for acts of commission and omission on the part of its staff and its employees etc. If this office suffers any loss or damage on account of negligence, default or theft on the part of the employees/agents of the agency, then the agency shall be liable to reimburse to this office for the same. The agency shall keep this office fully indemnified against any such loss or damage. Any accident/ casualty occurred during the course of working to any staff engaged by the Agency; the responsibility will remain with the Agency. For any accident or casualty occurred during the course of working to any staff deployed by the Agency, the liability that will arise out of the accident will be borne by the Agency. The responsibility will remain with Agency and this office will no way be responsible for it or any other clause mentioned above.

30. This office will maintain an attendance register in respect of the staff deployed by the agency on the basis of which wages/remuneration will be decided in respect of the staff at the approved rates. The register has to be put up to Administrative officer on daily basis.

31. The successful bidder will enter into an agreement with this office for the offer of services on these terms and conditions on non-judicial Rs. 100/- stamp paper. The above stamp paper will be arranged by the bidder for execution of agreement.

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

33. The agreement can be terminated by either party by giving one month's notice in advance. If the agency fails to give one month's notice in writing for termination of the Agreement then one month's wages etc and any amount due to the Contractor from the office shall be forfeited.

34. That on the expiry of the agreement as mentioned above, the agency will withdraw all its personnel and clear their accounts by paying them all their legal dues. In case of any dispute on account of the termination of employment or non-employment by the personnel of the agency, it shall be the entire responsibility of the agency to pay and settle the same.

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35. The bidders shall have to obtain the required license from the licensing authority of respective Department/Circle/Division/Other units before deployment of personnel in this office.

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

37. The seller 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.

38. Bidders are to submit the RFP Compliance Sheet placed at Appendix-C 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.

39. The bidder (seller 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.

40. 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.

41. 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.

42. The bidder (seller 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.

43. The contract agreement will come into execution once it is signed by both parties i.e. the seller on the one part and the Principal, Sainik School Sambalpur on the other part.

44. All the terms and conditions enumerated in this RFP will form part of contract agreement.

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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 Bids forwarded by the Bidders will be evaluated by the Buyer with reference to the technical characteristics of the items as mentioned in the RFP. The compliance of Technical Bids would be determined on the basis of the parameters specified in the RFP.

(c) <u>Determination of L1</u>: After qualifying Technical bid, L1 will be determined based on the lowest acceptable commercial Bid for 'Outsourcing of Manpower For Maintenance & allied Services at Sainik School Sambalpur'.

2. <u>Price Bid Format</u>: The Price Bid format is placed at *Appendix 'D' of RFP*. Bidders are required to filth is up correctly with full details stating separately each component viz., basic price, customs duty, excise duty, GST / CST, and other charges, if any, as per price bid. In cases where indigenous Bidders are competing, L1 bidder will be determined by including levies, taxes and duties levied by Central / State / Local governments such as excise duty, GST, Service tax, Octroi / entry tax, etc., on final product, as quoted by bidders.

(a) 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.

DECLARATION BY BIDDER

PLACE: BIDDER / DATE: SIGNATURE OF THE

AUTHORISED SIGNATORY WITH RUBBER STAM

MODEL ECS MANDATE FORMAT (FORM DPM-11)

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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.	Particu	lars 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 check issued by Bank			
	(g)	Account Type			
	(h)	Ledger number	or Cash)		
	(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

Appendix-B

FORM TO BE SUBMITTED BY BIDDER

(To be executed on Rs. 10/-Non-judicial Stamp Paper duly attested by Public Notary)

Certifie	d that	I/we,				S/O	or	D/o
		Age	is/are	residing	(Village/Town)		,	, hereby
declare	e the following w	ith best of my/o	our knowledge a	and belief	that:-			
1.	My/our compar	ny/firm whose	name is		is located at		·	
2.	My/our compar	ny/firm is not bla	acklisted by any	/ Governm	ent department/ager	ncy.		
3.	TIN of my/our (Company/Firm	is					
4.	My/our compar	ny/firm pays all	taxes in time.					
5.	I/we do not hav	e any relative/l	kin serving in Sa	ainik Scho	ol Sambalpur.			
		terms and con	ditions laid dow	•	omplete RFP issued FP by the Sainik Sc			•

(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)

RFP COMPLIANCE SHEET (TO BE SUBMITTED ALONGWITH TECHNICAL BID)

<u>SI</u> No	Description	<u>Compliance</u> <u>by Bidder</u> (Yes/No)	<u>Deviation,</u> if any	<u>Justification for</u> <u>Deviation</u>
1.	Complete RFP duly signed with rubber stamp on all pages			
	submitted			
2.	Acceptance of all terms and condition of RFP and			
3.	agreement for incorporation in contract			
э.	Both technical and commercial bids submitted in separate envelops and both these envelops 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			
<i>'</i> .	conditions of corrigendum/s published with respect to this			
	RFP, if any.			
8.	Acceptance for Contract Validity			
9.	Acceptance for contract Extension, if any			
10.	Submission of proof of address of the firm			
11.	Acceptance of Technical Specification of services as per			
	Part –II of RFP.			
12.	Acceptance for Delivery Period			
13.	Acceptance for Delivery terms			
14.	Acceptance of Standard conditions of RFP as given in			
	Part-III of RFP			
15.	Acceptance of special conditions of RFP as given in Part-			
	IV of RFP			
16.	Submission of Registration certificate of the firm			
17.	Submission of GST registration number of the firm			
18.	Submission of PAN card of Firm/propertier			
19.	Submission of EPF registration number of the firm			
20.	Submission of ESI registration number of the firm			
21.	Certificate of recognition/licence of contract labour as per Regulation and Abolition Act 1970 from concern office of			
	Ministry of Labour.			
22.	Submission of Form as per Appendix-C to RFP			
23.	Submission of Certificate of experience for a minimum			
20.	period of two years issued by Central/State Govt			
	Department/PSU/Sainik School/Military School regarding			
	supply/sale/services of items/range of items mentioned in			
	Part-II of this RFP.			
24.	Submission of last three years ITR			
25.	Acceptance of Price Evaluation conditions as per Part-V of			
	RFP			
26.	Submission of Commercial Bid as per Price Bid Format as			
0=	given in Part-V of RFP			
27.	Acceptance regarding signing of Non-Disclosure			
	Agreement between Sainik School Sambalpur and the			
20	Seller			
28.	Documentry evidence for .Availability of office of			
	service provider in consignee state.			

Signature of Bidder with Rubber Stamp

<u>(REFER PER PARA-2, PART-V OF RFP)</u> COMMERCIAL BID FORMAT FOR "OUTSOURCING MANPOWER FOR MAINTENANCE & ALLIED SERVICES AT SAINIK SCHOOL SAMBALPUR"

Sr. No	Category of Manpower	No of Manpower	Per Day (Daily min Wages rates incl VDA) As per Govt. Of Odisha Rates	EPF Rate (As per Govt Rules)	ESI Rate (As per Govt Rules)	Services Charges	Daily Unit Rate (4+5+6+7)	Total Daily Cost (Col 8xCol 3)
1	2	3	4	5	6	7	8	9
2.	Maintenance & allied Services (Unskilled)	06						
3.	Any other charges							
	TOTAL							

Important instruction: If any vendor quotes no service charge and later found to recover same from their employee immediatly tender will be cancelled along with blacklisting of vendor and same will be informed to Ministry of Labour for strict action.

Note:

- 1. Sainik School Sambalpur may increase OR decrease nos. of manpower for Maintenance & allied services as and when needed (unskilled category manpower will be provided).
- 2. The rate is inclusive of weekly off.

Declaration by the bidder:

This is to certify that I/we before signing this tender have read and dully understood all the terms & conditions contained herein and undertake myself/ourselves to abide by them. Note:

- (i) No other charges would be payable to Client.
- (ii) There would be no increase in rates during the contract period except provision under the terms & conditions.

Place:

Name:

(Name	
	Seal	