

Tele: 9436409766

Sainik School East Siang  
Po: Ruksin, Tehsil- Ruksin  
District- East Siang  
Arunachal Pradesh - 791102

[Email-sainikschoolarunachal@gmail.com](mailto:Email-sainikschoolarunachal@gmail.com)

SSES/1005/LAUNDRY SERVICES/RC/2020-21/01

Date – 10 Oct 2020

M/S.....

(Name of the Firm)

**REQUEST FOR PROPOSAL FOR  
FINALISATION FOR RATE CONTRACT  
FOR LAUNDRY SERVICES THE YEAR 2020-21**

The Bids under Open Tender Enquiry are invited by Sainik School East Siang for finalization of Rate Contract for LAUNDRY SERVICES THE YEAR 2020-21. The RFP reference number is SSES/1005/LAUNDRYSERVICES/RC/2020-21/01 which can be downloaded from website [www.sainikschoolseastsiang.com](http://www.sainikschoolseastsiang.com) or can be obtained from Sainik School East Siang on payment of tender fee.

1. Bids in sealed cover are invited for finalization of Rate Contract for Providing Laundry Services as listed in Part-II of this RFP for the year 2020-21. 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 East Siang, Niglok Village,
(b) Bids/queries to be addressed to -	Near IGC Niglok Po: Ruksin, East Siang District
(c) Postal address for correspondence -	Arunachal Pradesh - 791102
(d) Name/designation of the contact person -	
(e) Telephone number of the contact person -	<b>9436409766</b>
(f) E-mail id of school	<a href="mailto:sainikschoolarunachal@gmail.com">sainikschoolarunachal@gmail.com</a>

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

- 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.
- 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.
- Part III** – Contains Standard Conditions of RFP, which will form part of the Contract with the successful Bidder.
- Part IV** – Contains Special Conditions of contract applicable to this RFP and which will also form part of the contract with the successful Bidder.
- Part V** – Contains Evaluation Criteria and Format for Price Bids.

4. This RFP is being issued with no financial commitment. Principal, Sainik School East Siang, the buyer reserves the right to change and vary any part thereof at any stage. Principal, Sainik School East Siang also reserves the right to withdraw the RFP without giving any justification and intimation, if it becomes necessary at any stage.

Certified that I hereby accepts all terms and conditions of this RFP.

Principal / Vice Principal / Adm Offr  
Sainik School East Siang  
For and on behalf of President of India

Signature of Bidder with Rubber Stamp

## **PART I – GENERAL INFORMATION**

1. **Tender Fee.** The RFP may be collected from Sainik School East Siang 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 East Siang payable at State bank of India, Ruksin Branch (Branch Code-09409). No cash payment/personal cheque will be accepted. The RFP can also be downloaded from website [www.sainikschoolseastsiang.com](http://www.sainikschoolseastsiang.com)

2. **Last Date and Time for Depositing the Bids** - **30 Oct 2020, 1500 HRS**

3. **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 Common Room of Sainik School East Siang or sent by registered post/Speed Post to Principal Sainik School East Siang 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 envelopes and both envelopes 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 East Siang 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 LAUNDRY SERVICES FOR THE YEAR 2020-21.”**

4. **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 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. **Location of the RFP Box.** **At Common Room of Sainik School East Siang.** 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. **Place of Opening of the Bids.** **Common Room of Sainik School East Siang.** 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. **Time and Date for Opening of Bids.** **31 Oct 2020, 1100 HRS**

- 8. 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.
- 9. Modification and Withdrawal of Bids.** A bidder may modify or withdraw his bid after submission provided that the written notice of modification or withdrawal is received by the 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. 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.
- 11. 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.
- 12. 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.
- 13. Validity of Bids.** The Bids must remain valid for a period of 90 days from the last date of submission of the Bids.
- 14. Earnest Money Deposit (EMD).** Bidders are required to submit Earnest Money Deposit (EMD) for an amount of Rs 20,000/- (Rupees Twenty 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 East Siang. 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.
- 15.** Bidders should take into account any corrigendum published in the newspaper with respect to this RFP before submitting their bids.
- 16. Periodicity of RC.** **The RC will be concluded for a period of three years, which will remain valid from 01 Dec 2020 To 30 Nov 2023 (Dates may be changed at the time of signing of contract).**
- 17. Extension of RC.** Principal Sainik School East Siang has the right to extend the existing rate contracts 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 RC will be issued 30 days prior to the expiry of RC. The Service Providers are to give their consent for willingness/unwillingness for extension of RC within 10 days from the issued to such notice. If any Service Providers 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.

**18. 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 East Siang 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 Service Provider 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 Service Provider.
- (g) Supply orders, incorporating definite quantity of goods to be supplied along with all other required conditions following the rate contract terms, will be issued for obtaining supplies through the rate contract.
- (h) The purchaser and the authorized users of the rate contract are entitled to place supply orders upto the last day of the validity of the rate contract and, though supplies against such supply orders will be effected beyond the validity period of the rate contract, all such supplies will be guided by the terms and conditions of the rate contract.
- (j) The rate contract will be guided by "Fall Clause".

**19. Acceptance of Part Contract.** During the financial bid evaluation, the situation may arise as to the emergence of different L-1 for different items. The RC will be finalised item wise with the L-1 bidder of each item. Therefore, the bidders are to give their willingness for acceptance of part contract. The bids of bidders not willing to accept the part contract will be rejected.

**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).

## **PART-II**

### **1. SCHEDULE OF REQUIREMENT**

SI No	Item Description	A/U	Tech Specification
<b>As per the list attached as Appendix A to this RFP.</b>			

**Note.** Item wise Rates & IGST/CGST & SGST ( GST) 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 basic cost of each Item. Freight and other associated costs for delivery of items at the door steps of consignee will not be paid extra. All delivery, transportation, handling, installation charges and any other associated charges if applicable, are to be included in the basic cost of items.

**2. Technical Specifications/ Qualitative Requirements (QR).** Items should be strictly as per the Technical Specifications mentioned against each item in the RFP. The items which have been asked to be as per the sample, the bidders to check the samples kept with Sainik School East Siang. In case of any doubt, the bidders may seek clarification before last date and time for submission of bids. 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. **Details of Item.** The brand name of the item offered by bidder to supply is to be clearly mentioned in the Technical bid. Whenever, Supply orders are placed against the RC, the Service Provider is to clearly mention the Date of Manufacturing, Brand, Make, Modal, Warranty of items being supplied in the invoice.
4. **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-A** to this RFP along with the technical bids.
5. **Delivery Period.** **The items asked are to be supplied within 30 days from the date of signing of supply order as per the terms and conditions of RC.** The supply order can be cancelled unilaterally by the Principal, Sainik School East Siang 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 East Siang, with applicability of Liquidity Damage (LD) clause.
6. **Terms of Delivery.** Items asked to be supplied against the RC are to be delivered at the door steps of, The Principal, Sainik School East Siang, Po: Ruksin, Tehsil- Ruksin, District-East Siang, Arunachal Pradesh - 791102. All transportation and carriage charges associated with the transportation of items to consignee are to be borne by Service Provider.
7. **Consignee Details :** The Principal, Sainik School East Siang, Po: Ruksin, Tehsil- Ruksin, District-East Siang, Arunachal Pradesh - 791102.

### **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. **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.** 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).
4. **Penalty for use of Undue influence.** The Seller undertakes that he has not given, offered or promised to give, directly or indirectly, any gift, consideration, reward, commission, fees, brokerage or inducement to any person in service of the Buyer or otherwise in procuring the Contracts or forbearing to do or for having done or forborne to do any act in relation to the obtaining or execution of the present Contract or any other Contract with the Government of India for showing or forbearing to show favour or 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, 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.

5. **Agents / Agency Commission.** The Seller confirms and declares to the Buyer that the 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. **Access to Books of Accounts.** In case it is found to the satisfaction of the Buyer that the Seller has engaged an Agent or paid commission or influenced any person to obtain the contract as described in clauses relating to 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. **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 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. **Termination of Contract.** The Buyer (Principal, Sainik School East Siang) shall have the right to terminate the Contract in part or in full in any of the following cases:

- (a) By giving the Service Provider a notice 30 days in advance without assigning any reason whatsoever.
- (b) The Service Provider is declared bankrupt or becomes insolvent.
- (c) The Service Provider 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.
- (e) If the Service Provider assigns or sublets this contract or if the contractor attempted to do so.
- (f) If the Service Provider 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 Service Provider 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 East Siang shall be entitled to recover from the Service Provider, 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 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. **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 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 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. Seller in the Contract) as selected by the Buyer. Failure to do so may result in rejection of Bid submitted by the Bidder.

1. **Performance Bank Guarantee/Security Deposit.** 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 of Rs 50,000 (Rupees fifty thousand only). Performance Bank Guarantee should be valid up to 60 days beyond 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 East Siang 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 B to this RFP.**

(a) The payment will be made as per the supply order placed as per the terms and conditions of contract.

(b) 100% payment will be made within 30 days only after 100% delivery of all items asked to be supplied against each supply order as per terms and conditions of contract, inspection by competent authority and acceptance, on production of the requisite documents.

(c) Tax will be deducted at source at the time of payment as per defined/eligible tax rates and authority will provide proper document of depositing the amount to the contractor.

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

4. **Paying Authority. Principal, Sainik School East Siang.** 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 Seller's bill/ Commercial invoice in duplicate.
- (b) Copy of Supply Order.
- (c) Guarantee / Warranty certificate of items supplied.
- (d) **Details for electronic payment viz Account holder's name, Bank name, Branch name and address, Account type, Account number, IFSC code, MICR code.**
- (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 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.

(c) The Seller 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 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 Service Provider 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.

(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. **Earliest Acceptable Year of Manufacture.** All items to be supplied under this RFP should be Latest manufactured only.

9. **Packing and Marking.** All items should be packed properly by the seller, marked and dispatched to the correct consignee. Any damage caused to the items in the transit and at buyer's premises till they are accepted by buyer will be the responsibility of the seller. The damaged/defective items are to be replaced by the seller at his cost. The buyer will not be held responsible for any damage/defect to items supplied, till they are accepted by him.

10. **Quality.** The stores delivered should be strictly as per the technical specifications mentioned in part-II of this RFP and agreed as part of contract. The bidders are to clearly mention the name of brand/make they are offering. For items required as per the school sample, bidders may visit the school and check the samples before submission of their bids. Any bidder forwarding his/her bid without checking sample will be bound to supply the item as per the school sample. No deviation from the quality offered after submission of bids will be permitted.

11. **Quality Assurance.** The item should be of the latest manufacture, conforming to the current production standard and having 100% defined life at the time of delivery. Quality Certificate should be forwarded along with original invoice.

12. **Inspection Agency.** Principal, Sainik School East Siang or his representative will be the inspection agency.

(a) The Principal, Sainik School East Siang 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 seller 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 seller 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 East Siang shall in the event of rejection of supplies/services be entitled to demand replacement at the seller'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 seller on demand.

13. **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 Seller 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 Seller along with concrete reasons for making the claims. Copies of all the justifying documents shall be enclosed to the presented claim. The Seller will settle the claims within 45 days from the date of the receipt of the claim at the Seller's office, subject to acceptance of the claim by the Seller. In case no response is received during this period the claim will be deemed to have been accepted.

(c) The Seller 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 Seller's arrangement.

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

14. **Warranty.** The following Warranty will form part of the contract placed on the successful Bidder :-

(a) Except as otherwise provided in the RFP, the Seller hereby declares that the goods, stores articles sold/ supplied to the Buyer under this contract shall be of the best quality and workmanship and new in all respects and shall be strictly in accordance with the specification and particulars contained/mentioned in contract. The Seller hereby guarantees that the said goods/stores/articles would continue to conform to the description and quality aforesaid for a period of **12 months** from the date of delivery of the said goods stores/articles to the Buyer or **15 months** from the date of dispatch from the Seller's works whichever is earlier and that notwithstanding the fact that the Buyer may have inspected and/or approved the said goods/stores/articles, if during the aforesaid period of 12/15 months the said goods/stores/articles be discovered not to conform to the description and quality aforesaid not giving satisfactory performance or have deteriorated, and the decision of the Buyer in that behalf shall be final and binding on the Seller and the Buyer shall be entitled to call upon the Seller to rectify the goods/stores/articles or such portion thereof as is found to be defective by the Buyer within a reasonable period, or such specified period as may be allowed by the Buyer in his discretion on application made thereof by the Seller, and in such an event, the above period shall apply to the goods/stores/articles rectified from the date of rectification mentioned in warranty thereof, otherwise the Seller shall pay to the Buyer such compensation as may arise by reason of the breach of the warranty therein contained.

15. 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.

16. Every page of the R F P 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.

17. 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.

18. 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 for providing laundry services.
- (b) GST registration number of the firm.
- (c) PAN card of the firm/proprietor
- (d) Affidavit by the bidder as per **Appendix-C** attached with this RFP.

(e) Certificate of experience for a minimum period of three 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.

(f) Last three years ITR of the firm.

(g) Annual turnover of Rs 40 lakh for last three year, each year

(h) Experience Three years in same trade.

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

(a) The Principal, Sainik School East Siang may authorize such officer/officers as he may wish to operate the contract on his behalf and the seller 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 East Siang.

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

(c) The seller agrees to the Sainik School East Siang authorised representative exploring markets in the area in which the seller 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 East Siang may wish to introduce during the currency of the contract.

(d) 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 East Siang.

(e) The seller's will pay a sum of Rs 2,000/- per month if a room is allotted to him 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 seller 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 East Siang.

(g) The seller 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 East Siang 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 Service Provider seven days notice thereof.

(j) By virtue of the seller'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.

20. **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.

21. 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 East Siang whose decision shall be final, conclusive and binding upon the parties at this agreement.

22. 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.

23. 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.

24. 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 East Siang.

25. 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 East Siang or his representatives.

26. 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 East Siang on the other part.

27. 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 Basic price of each item on FOR terms to 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.

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

<u>Sl No</u>	<u>Item Description</u>	<u>A/U</u>	<u>Rate Per Unit</u>	<u>IGST/ CGST&amp;SGST (GST)</u>	<u>Total Rate per Unit</u>
	<b>As per Appendix E to this RFP</b>				

**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 East Siang 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**

**SAINIK SCHOOL EAST SIANG**  
**SCHEDULE OF REQUIREMENT AND**  
**TECHNICAL COMPLIANCE SHEET FOR LAUNDRY SERVICES**

SI NO	Nomenclature (Quoted Price are for Washing, Drying & Ironing of each of the following items)	A/U	Rate Per Unit	Compliance by Bidder (Yes/No)	Deviation, if any, with reasons
1	Boys cloth-short, trouser, shirt, jersey, sleeping dress, mosquito net, blanket/mattress cover, bed sheet, bed cover, vest, under wear, towel etc	Ea			
2	Misc cloth for MI Room, boys mess, sports, guest rooms and officers (a)bed sheet, blanket quilt/mattress cover, door & window curtains, track suit, towel, aprons, coat, pant, table cloth, table cover etc	Ea			
3	Napkin, caps cook, flag, arms band, wrist band, rank applets, chest number, kamar band etc	Ea			
4	Dry cleaning-blazer woolen terry woolen	Ea			
5	Dry cleaning-trouser woolen/terry woolen	Ea			
6	Dry cleaning-blanket	Ea			

Note: Bidder is requested to clearly mention/ provide the percentage of reduction in rate for the year 2021-21 for approx strength of 180 and year 2022-23 for approx strength of 240/300.

Signature of Bidder with Rubber Stamp



**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

**FORM TO BE SUBMITTED BY BIDDER**

Certified that I/we, \_\_\_\_\_ S/O or D/o  
\_\_\_\_\_ Age \_\_\_\_\_ is/are residing (Village/Town) \_\_\_\_\_, hereby

declare the following with 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 East Siang.
6. I/we acknowledge that I/we have gone through the complete RFP issued by Sainik School East Siang and I/we agree with all the terms and conditions laid down in the RFP by the Sainik School East Siang 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)



**RFP COMPLIANCE SHEET  
(TO BE SUBMITTED ALONGWITH TECHNICAL BID)**

<b>SI No</b>	<b>Description</b>	<b>Compliance by Bidder (Yes/No)</b>	<b>Deviation, if any</b>	<b>Justification for Deviation</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 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 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 for Part Contract			
12.	Acceptance of Technical Specification of items as per Part –II of RFP.			
13.	The technical specifications/brand/ make of each items of Part-II of RFP clearly mentioned in Technical Bid			
14.	Acceptance for Delivery Period			
15.	Acceptance for Delivery terms			
16.	Acceptance of Standard conditions of RFP as given in Part-III of RFP			
17.	Acceptance of special conditions of RFP as given in Part-IV of RFP			
18.	Submission of Registration certificate of the firm			
19.	Submission of GST registration number of the firm			
20.	Submission of PAN card of Firm/propertier			
21.	Submission of Form as per Appendix-C to RFP			
22.	Submission of 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			
23.	Submission of last three years ITR			
24.	Acceptance of Price Evaluation conditions as per Part-V of RFP			
25.	Submission of Commercial Bid as per Price Bid Format as given in Part-V of RFP			
26.	Acceptance regarding signing of Non-Disclosure Agreement between Sainik School East Siang and the Seller			

**Signature of Bidder with Rubber Stamp**

**SAINIK SCHOOL EAST SIANG**  
**PRICE BID FORMAT FOR SUPPLY OF LAUNDRY SERVICES**  
**(REFER PER PARA-2, PART-V OF RFP)**

<b>SI NO</b>	<b>Nomenclature (Quoted Price are for Washing, Drying &amp; Ironing of each of the following items)</b>	<b>A/U</b>	<b>Rate Per Unit</b>	<b>IGST/ CGST&amp; SGST</b>	<b>Total Rate per Unit</b>
1	Boys cloth-short, trouser, shirt, jersey, sleeping dress, mosquito net, blanket/mattress cover, bed sheet, bed cover, vest, under wear, towel etc incl ironing.	Ea			
2	Misc cloth for mi room, boys mess, sports, guest rooms and officers (a)bed sheet, blanket quilt/mattress cover, door & window curtains, track suit, towel, aprons, coat, pant, table cloth, table cover etc ironing.	Ea			
3	Napkin, caps cook, flag, arms band, wrist band, rank applets, chest number, kamar band etc incl ironing.	Ea			
4	Dry cleaning-blazer woolen terry woolen	Ea			
5	Dry cleaning-trouser woolen/terry woolen	Ea			
6	Dry cleaning-blanket	Ea			

**Signature of Bidder with Rubber Stamp**