INVITATION OF TENDER FOR SECURITY AND IRONING SERVICES

1. Sealed quotations are invited for providing of Security and Ironing (of clothes) services as mentioned in Part – II of this Request for Proposal (RFP). The sealed quotations are to reach by 19 May 2016 before 1300 hrs in an envelope boldly marked ‘TENDER FOR SECURITY AND IRONING SERVICES’ addressed to ‘The Principal, Sainik School Kodagu, PO Kudige, Dist Kodagu Karnataka – 571232’.

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

   (a) Quotations to be addressed to : The Principal,
                                 Sainik School Kodagu

   (b) Postal Address for sending the quotations : The Principal
                                                 Sainik School Kodagu
                                                   PO : Kudige Dist. Kodagu
                                                   Karnataka – 571 232.

   (c) Designation of the contact personnel : Admin Officer

   (d) Telephone number of the contact Personnel : (08276) 278714 / 905

   (e) Email address : qmsskg@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 time, place of submission and opening of tenders, validity period of tenders etc.

(b) Part II - contains essential details of the items / services required, such as the Schedule of requirement (SOR), specifications, delivery period, mode of delivery and consignee details.

(c) Part III - contains standard conditions of RFP which will form part of contract with the successful bidder.

(d) Part IV - contains special conditions applicable to this RFP and which will also form part of the contract with the successful bidder.

(e) Part V – contains evaluation criteria and format for price bids.

4. **Details of Tender**

(a) This RFP is being issued with no financial commitment and the Buyer reserves the right to change or vary any part thereof at any stage. Buyer also reserves the right to withdraw the RFP, should it become necessary at any stage.

(b) All pages are serially numbered and to be signed by the bidder with date and office stamp at the bottom right side of each page.

(c) Tender forms can be purchased from the Quartermaster section by paying the Tender Fee of ₹ 1000/-. Tender forms can also be downloaded from the school website www.sainikschoolkodagu.edu.in (in which case a separate Demand Draft of ₹ 1000/- is to be enclosed towards tender fee while forwarding the tender). The bidder may visit the school between 1000 hrs to 1230 hrs and 1500 hrs to 1630 hrs on working days.

(d) Submission of Tender. The tender should be submitted in a sealed envelope with superscription ‘TENDER FOR SECURITY AND IRONING SERVICES’. The envelope should contain tender document duly signed on each page, DDs towards Tender Fee and EMD.

(K P Ajesh)

Cdr

Admin Officer

for Principal
PART I – GENERAL INFORMATION

5. **Last date and time for depositing the bids:** Last date and time is 19 May 16 at 1300 hrs. The sealed bids should reach by the due date and time. The responsibility to ensure this lies with the bidder.

6. **Manner of depositing the bids:** Sealed bids should be either dropped in the Tender Box marked as “TENDER BOX, SAINIK SCHOOL KODAGU” or sent by registered post at the address given above so as to reach by the due date and time. Late tenders 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.

7. **Time and date for opening of bids:** The bids will be opened on 19 May 16 at 1530hrs. If due to any exigency, the due date for opening of the bids is declared a closed holiday, the bids will be opened on the next working day at the same time or on any other day/time, as intimated by the buyer.

8. **Location of the Tender Box:** Tender Box is placed at QM section, Sainik School Kodagu, PO Kudige, Dist Kodagu, Karnataka. Only those bids that are found in the tender box will be opened. Bids dropped in the wrong Tender Box will be rendered invalid.

9. **Place of opening of the Bids:** Administrative building, Sainik School Kodagu, PO Kudige, Dist Kodagu, Karnataka. The bidders may depute their representatives, duly authorized in writing, to attend the opening of bids on the due date and time. Rates and important commercial / technical clauses quoted by all Bidders will be read out in the presence of the representatives of all the Bidders. This event will not be postponed due to non-presence of your representative.

10. **Forwarding of bids:**
   (a) Single bid system will be followed.
   (b) Samples if specified in PART II, are to be enclosed along with the bid.
   (c) DD for Rs 36,000/- towards EMD is to be enclosed with the bid (Refer para 21).
   (d) One more DD for Rs. 1000/- in the name of The Principal, Sainik School Kodagu payable at Kushalangar towards tender form fee to be enclosed in a separate envelope.
   (d) Bid should be forwarded by Bidders under their original memo/letter pad inter alia furnishing details like TIN number, VAT/CST number, Bank address with EFT Account if applicable, etc and complete postal & e-mail address of their office.
   (e) Procedure for evaluation of bids is given at Para51 of Part V.

11. **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 or via email 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 to all prospective bidders who have received the bidding documents.

Date: (Signature of Tenderer & Seal)
12. **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 the deadline prescribed for submission of bids. A withdrawal notice may be sent by fax but it should be followed by a signed confirmation copy to be sent by post and such signed confirmation should reach before the deadline for submission of bids. No bid may be withdrawn in the interval between the deadline for submission of bids and expiration of the period of bid validity specified. Withdrawal of a bid during this period will result in bidder's forfeiture of bid security.

13. **Clarification regarding contents of the bids:** During evaluation and comparison of bids, the buyer may, at his discretion, ask the bidder for clarification of his bid. The request for clarification will be given in writing and no change in prices or substance of the bid will be sought, offered or permitted. No post-bid clarification on the initiative of the bidder will be entertained.

14. **Rejection of Bids:** Canvassing by the bidder in any form, unsolicited letter and post-tender correction may invoke summary rejection with forfeiture of EMD. Conditional tenders will be rejected.

15. **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 de-listed for the given range of items as mentioned in this RFP.

16. **Validity of bids:** The bids should remain valid till 120 days from the last date of submission of bids.

Date: 

(Signature of Tenderer & Seal)
Part II – Essential Details of Items/Services required

17. **Schedule of Requirement and Tender Rates**

(a) **Schedule of Requirement**

<table>
<thead>
<tr>
<th>Sl. No.</th>
<th>Service</th>
<th>Specification</th>
<th>Approx no of personnel required</th>
<th>Remarks</th>
</tr>
</thead>
<tbody>
<tr>
<td>(i)</td>
<td>Ironing</td>
<td>School has modern steam ironing machines and trained personnel are required for ironing clothes.</td>
<td>08</td>
<td>(i) School will not provide boarding / lodging.</td>
</tr>
<tr>
<td></td>
<td></td>
<td>(Approx 1000 pairs on daily basis).</td>
<td></td>
<td>(ii) Agency is to take the responsibility for the conduct / behaviour of personnel and maintaining the required number at all times.</td>
</tr>
<tr>
<td>(ii)</td>
<td>Security</td>
<td>Experienced personnel, preferably Ex servicemen, as security guards for 24 hours on shift basis (Freshers are not to be employed)</td>
<td>07</td>
<td></td>
</tr>
</tbody>
</table>

(b) **Tender Rates**

<table>
<thead>
<tr>
<th>Ser</th>
<th>Particulars</th>
<th>Security Guard</th>
<th>Ironing Staff</th>
</tr>
</thead>
<tbody>
<tr>
<td>(i)</td>
<td>Minimum Wages (8 hour Basis)</td>
<td></td>
<td></td>
</tr>
<tr>
<td>(ii)</td>
<td>VDA</td>
<td></td>
<td></td>
</tr>
<tr>
<td></td>
<td>SUB TOTAL</td>
<td></td>
<td></td>
</tr>
<tr>
<td>(iii)</td>
<td>ESI @</td>
<td></td>
<td></td>
</tr>
<tr>
<td>(iv)</td>
<td>EPF @</td>
<td></td>
<td></td>
</tr>
<tr>
<td></td>
<td>SUB TOTAL</td>
<td></td>
<td></td>
</tr>
<tr>
<td>(v)</td>
<td>Washing Allowance</td>
<td></td>
<td></td>
</tr>
<tr>
<td>(vi)</td>
<td>Service Charge</td>
<td></td>
<td></td>
</tr>
<tr>
<td>(vii)</td>
<td>Service Tax @</td>
<td></td>
<td></td>
</tr>
<tr>
<td></td>
<td>SUB TOTAL</td>
<td></td>
<td></td>
</tr>
<tr>
<td></td>
<td>GRAND TOTAL</td>
<td></td>
<td></td>
</tr>
</tbody>
</table>

18. **Technical Details:**

(a) Educational Qualification: Should have passed 10th Standard.
(b) Communication Skills: Writing, reading in Kannada, speaking Hindi, understanding English.
(c) Should not have been convicted by any court of law / any pending case or police case.
(d) School will not provide any boarding / lodging.
(e) Immediate and suitable replacement of manpower should be provided during leave / absence.
(f) All compensation and benefits should be given by the agency to their personnel as per extant rules and regulations.
(g) Agency will take the responsibility for the conduct / behavior of personnel, and suitable relief is to be provided if required.

Date: (Signature of Tenderer & Seal)
(h) Agency will be responsible for theft / loss of school property and make good the loss to school property. Personnel are to be replaced with another person if required.

(i) Agency will be providing rain coat, torch light, umbrella, whistle, uniform including black shoes and no deduction will be done from recruited personnel.

(j) Provision of making alternative arrangements for food, if required — breakfast, lunch and dinner, for security guards.

(k) Verification of antecedents of the appointed personnel is the responsibility of the company. Documents to be submitted accordingly on award of the contract.

(l) Visit of Supervisor every week (on Mon or next day if it is holiday) to the school

19. **Contract Period** – Contract period for recruitment term would be from 01 July 2016 to 30 June 2017. Please note that Contract can be cancelled unilaterally by the school incase services are not satisfactory by giving one month’s notice. Extension of contracted delivery period will be at the sole discretion of the buyer with applicability of LD clause. Draft Contract Agreement is enclosed at the end of this tender document for reference. The school reserves the right to suitably amend or modify the terms of the contract if felt necessary at any stage.

20. **Distribution Details:** The Principal
    Sainik School Kodagu
    PO Kudige
    Dist Kodagu
    Karnataka – 571232

21. **EMD (Earnest Money Deposit):** All agents are required to enclose an EMD of Rs. 36000/- Demand Draft should be made in favor of ‘The Principal, Sainik School Kodagu’ payable at Kushalnagar (Karnataka). The EMD will be refunded as under:-

   (a) Once the contract is awarded to the lowest bidder and most reputed firm and security deposit is made by the same. The EMD for all other firms will be refunded.

   (b) In case the lowest firm refuses to supply / deposit the security, the EMD will be forfeited and the contract will be awarded to the next lowest firm on submission of security deposit by the firm EMD will be returned.

22. **Security Deposit:** Security Deposit will be 5% of the total annual payments based on the quoted rate. Security Deposit will be returned on successful commissioning and acceptance of all equipment / items supplied by the vendors.

Date:                (Signature of Tenderer & Seal)
Part III – Standard Conditions of RFP

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

23. **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.

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

25. **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.

26. **Penalty for use of undue influence:** The 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 Government of India for showing or forbearing to show favour or disfavor to any person in relation to the present Contract or any other Contract with the Government of India. Any breach of the aforesaid undertaking by the or any one employed by him or acting on his behalf (whether with or without the knowledge of the ) or the commission of any offers by the 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 and recover from the 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 bidder. Giving or offering of any gift, bribe or inducement or any attempt at any such act on behalf of the 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 bidder 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.

Date: 

(Signature of Tenderer & Seal)
27. **Agents / Agency Commission:** The bidder confirms and declares to the Buyer that the 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 ; 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 bidder 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 bidder 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 will be liable to refund that amount to the Buyer. The bidder 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 bidder 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.

28. **Access to Books of Accounts:** In case it is found to the satisfaction of the Buyer that the bidder 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 bidder, on a specific request of the Buyer, shall provide necessary information / inspection of the relevant financial documents / information.

29. **Non-disclosure of Contract documents:** Except with the written consent of the Buyer, the bidder shall not disclose the contract or any provision, specification, plan, design, pattern, sample or information thereof to any third party.

30. **Liquidated Damages:** In the event of the bidder’s failure to submit the Bonds, Guarantees and Documents, supply the stores / goods 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 amounts due to the bidder 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.

31. **Termination of Contract:** The Buyer shall have the right to terminate this Contract in part or in full in any of the following cases:-
   (a) The delivery of the material is delayed for causes not attributable to Force Majeure for more than one month after the scheduled date of delivery.
   (b) The bidder is declared bankrupt or becomes insolvent.
   (c) The delivery of the material is delayed due to causes of Force Majeure by more than one month provided Force Majeure clause is included in contract.
   (d) The Buyer has noticed that the bidder has utilized the services of any Indian/Foreign agent in getting this contract and paid any commission to such individual / company etc.

Date: 

(Signature of Tenderer & Seal)
32. **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 pre-paid mail/airmail, addressed to the last known address of the party to whom it is sent.

33. **Transfer and Sub-letting:** The bidder 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.

34. **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 bidder 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 bidder 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.

35. **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.

36. **Taxes and Duties**

   **(a) General:**

   (i) If Bidder desires to ask for excise duty or Sales Tax / VAT extra, the same must be specifically stated. In the absence of any such stipulation, it will be presumed that the prices include all such charges and no claim for the same will be entertained.

   (ii) If reimbursement of any Duty/Tax is intended as extra over the quoted prices, the Bidder must specifically say so. In the absence of any such stipulation it will be presumed that the prices quoted are firm and final and no claim for the same will be entertained.

   (iii) If a Bidder chooses to quote a price inclusive of any duty / tax and does not conform inclusive of such duty/tax so included is firm and final, he should clearly indicate the rate of such duty/tax and quantum of such duty/tax included in the price. Failure to do so may result in ignoring of such offers summarily.

   (iv) If a Bidder is exempted from payment of any duty/tax will be charged by him up to the limit of exemption which he may have. If any concession is available in regard to rate/quantum of any duty/tax, it should be brought out clearly. Stipulations like, the said duty/tax was presently not applicable but the same will be charged if it becomes leviable later on, will not be accepted unless in such cases it is clearly stated by a Bidder that such duty/tax will not be charged by him even if the same becomes applicable later on. In respect of the Bidders, who fail to comply with this requirement, their quoted prices shall be loaded with the quantum of such duty/tax which is normally applicable on the item in question for the purpose of comparing their prices with other Bidders.

**Date:**

**(Signature of Tenderer & Seal)**
(v) Any change in any duty/tax upward/downward as a result of any statutory variation in excise taking place within contract terms shall be allowed to the extent of actual quantum of such duty/tax paid by the supplier. Similarly, in case of downward revision in any duty/tax, the actual quantum of reduction of such duty/tax shall be reimbursed to the Buyer by the bidder. All such adjustments shall include all reliefs, exemptions, rebates, concession etc. if any obtained by the bidder.

(b) **Excise Duty:**

(a) Where the excise duty is payable on ad valorem basis, the Bidder should submit along with the tender, the relevant form and the manufacturer’s price list showing the actual assessable value of the stores as approved by the Excise authorities.

(b) Bidders should note that in case any refund of excise duty is granted to them by Excise authorities in respect of Stores supplied under the contract, they will pass on the credit to the Buyer immediately along with a certificate that the credit so passed on relates to the Excise Duty, originally paid for the stores supplied under the contract. In case of their failure to do so, within 10 days of the issue of the excise duty refund orders to them by the Excise Authorities the Buyer would be empowered to deduct a sum equivalent to the amount refunded by the Excise Authorities without any further reference to them from any of their outstanding bills against the contract or any other pending Government Contract and that no disputes on this account would be raised by them.

(c) The bidder is also required to furnish the Paying Authority the following certificates:

(i) Certificate with each bill to the effect that no refund has been obtained in respect of reimbursement of excise duty made during three months immediately preceding the date of the claim covered by the relevant bill.

(ii) Certificate as to whether refunds have been obtained or applied for by them or not in the preceding financial year after the annual Audit of their accounts also indicating details of such refunds/applications, if any.

(iii) A certificate along with the final payment bills to the effect whether or not they have any pending appeal/protest for refund or partial refund of excise duties already reimbursed to the by the Government pending with the Excise authorities and if so, the nature, the amount involved, and the position of such appeals.

(iv) An undertaking to the effect that in case it is detected by the Government that any refund from Excise Authority was obtained by the after obtaining reimbursement from the Paying Authority, and if the same is not immediately refunded by the to the Paying Authority giving details and particulars of the transactions, Paying Authority will have full authority to recover such amounts from the ‘s outstanding bills against that particular contract or any other pending Government contracts and that no dispute on this account would be raised by the .

Date:  
(Signature of Tenderer & Seal)
(d) Unless otherwise specifically agreed to in terms of the contract, the Buyer shall not be liable for any claim on account of fresh imposition and/or increase of Excise Duty on raw materials and/or components used directly in the manufacture of the contracted stores taking place during the pendency of the contract.

(C) **Sales Tax / VAT:**

(a) If it is desired by the Bidder to ask for Sales tax / VAT to be paid as extra, the same must be specifically stated. In the absence of any such stipulation the bid, it will be presumed that the prices quoted by the Bidder are inclusive of sales tax and no liability of sales tax will be developed upon the Buyer.

(b) On the Bids quoting sales tax extra, the rate and the nature of Sales Tax applicable at the time of supply should be shown separately. Sales Tax will be paid at the rate at which it is liable to be assessed or has actually been assessed provided the transaction of sale is legally liable to sale tax and the same is payable as per the terms of the contract.

(d) **Octroi Duty & Local Taxes :**

(i) Normally, materials to be supplied to Government Departments against Government Contracts are exempted from levy of town duty, Octroi Duty, Terminal Tax and other levies of local bodies. The local Town/Municipal Body regulations at times, however, provide for such exemption only on production of such exemption certificate from any authorized officer. The bidder should ensure that stores ordered against contracts placed by this office are exempted from levy of Town Duty/Octroi Duty, Terminal Tax or other local taxes and duties; wherever such exemptions are in force. Wherever required, the bidder should obtain the exemption certificate from the Buyer, to avoid payment of such local taxes or duties.

(ii) In case where the Municipality or other local body insists upon payment of these duties or taxes the same should be paid by the bidder to avoid delay in supplies and possible demurrage charges. The receipt obtained for such payment should be forwarded to the Buyer without delay together with a copy of the relevant act or by-laws/notifications of the Municipality of the local body concerned to enable him to take up the question of refund with the concerned bodies if admissible under the said acts or rules.

Date: ______________________________ 
(Signature of Tenderer & Seal)
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. in the Contract) as selected by the Buyer. Failure to do so may result in rejection of Bid submitted by the Bidder.

37. **Option Clause:** The contract will have an Option Clause, wherein the Buyer can exercise an option to procure an additional 50% or more of the original contracted quantity in accordance with the same terms & conditions of the present contract. This will be applicable within the currency of contract. It will be entirely the discretion of the Buyer to exercise this option or not.

38. **Repeat Order Clause:** The contract will have a Repeat Order Clause, wherein the Buyer can order up to additional quantity of 50% of the items under the present contract within six months from the date of supply / successful completion of this contract, the cost, terms & conditions remaining the same. The Bidder is to confirm acceptance of this clause. It will be entirely the discretion of the Buyer to place the Repeat order or not.

39. **Tolerance Clause:** To take care of any change in the requirement during the period starting from issue of RFP till placement of the contract, Buyer reserves the right to 10% plus/minus increase or decrease the quantity of the required goods upto that limit without any change in the terms & conditions and prices quoted by the Bidder. While awarding the contract, the quantity ordered can be increased or decreased by the Buyer within this tolerance limit.

40. **Payment Terms for Indigenous:** 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/EFT mechanism instead of payment through cheques wherever feasible. A copy of the model mandate from prescribed by RBI to be submitted by Bidders for receiving payments through ECS is at Form DPM-11 (Available in MoD website and can be given on request). The payment will be made as per the following terms, on production of the requisite documents.

   (a) 100% payment will be made within 3-4 weeks on delivery and the acceptance by the user.

41. **Advance Payments:** No Advance payments will be made.

42. **Paying Authority:** Admin Officer, Sainik School Kodagu is the paying authority. The payment of bills will be made on submission of the following documents, as applicable, by the bidder to the Admin Officer, Sainik School Kodagu PO Kudige along with the bill:-

   (a) Contractor’s Advice Inspection note and bill in duplicate.
   (b) Ink-signed copy of the contingent bill.
   (c) Copy of Supply Order.
   (d) Claim for statutory and other levies to be supported with requisite documents / proof of payment such as Excise duty challan, Customs duty clearance certificate, Octroi receipt, proof of payment for EPF/ESIC contribution with nominal roll of beneficiaries etc., as applicable.

Date: __________________________ (Signature of Tenderer & Seal)
(e) Exemption certificate for Excise duty / Customs duty, if applicable.
(f) Bank guarantee for advance if any.
(g) Guarantee / Warranty certificate.
(h) Performance Bank guarantee / Indemnity bond where applicable.
(i) DP extension letter with CFA’s sanction, U.O number and date of IFA’s concurrence, where required under delegation of powers, indicating whether extension is with or without LD.
(j) Details for electronic payment viz Account holder’s name, Bank name, Branch name and address, Account type, Account number, IFSC code, MICR code (if these details are not incorporated in supply order / contract).
(k) Any other document / certificate that may be provided for in the Supply Order / Contract.
(l) Photocopy of PBG.

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

(a) The price charged for the stores supplied under the contract by the bidder shall in no event exceed the lowest prices at which the bidder 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 the rates quoted by the successful bidder is found to be higher when compared to the rates fixed by the appropriate government agencies, the buyer reserves the right to demand the bidder to supply the items at such government approved rates or to procure such items at lower rates from appropriate government agency or any other source as deemed fit.

(c) If at any time, during the said period the bidder reduces the sale price, sells or offer to sell such stores to any persons / organization including the Buyer or any Deptt, of central Govt. or any Department of State Government or any Statutory undertaking of the Central or State Government as the case may be at a price lower than price chargeable under the contract, the buyer shall forthwith notify such reduction or sale or offer of sale to the Director General of Supplies & Disposals and the price payable under the contract for the stores of such reduction of sale or offer of the sale shall stand correspondingly reduced. The above stipulation will, however, not apply to:

(i) Exports
(ii) Sale of goods as original equipment at price lower than the prices charged for normal replacement.
(iii) Sale of goods such as drugs which have expiry dates.
(iv) Sale of goods at lower price on or after the date of completion of sale / placement of the order of goods by the authority concerned under the existing or previous Rate Contracts as also under any previous contracts entered into with the Central or State Govt Depts, including their undertakings excluding joint sector companies and / or private parties and bodies.

**Date:**

(Signature of Tenderer & Seal)
44. **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 bidder 10 working 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 is not in accordance with the specifications/parameters provided, 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 10 working days, the buyer shall, having given the right of first refusal shall be at liberty to purchase, manufacture, or procure from any other source as the 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 cancelled, the balance the stores remaining to be delivered thereafter.

d) Any excess of the purchase price, cost of manufacture 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 bidder. Such recoveries shall not exceed 20% of the value of the contract.

45. **Force Majeure Clause**

a) Neither party shall bear responsibility for the complete or partial non-performance of any of is obligations (expect for failure to pay any sum which has become due on account of receipt of goods under the provisions of the present contract), if the non-performance results from such Force Majeure circumstances as Flood, Fire, Earth Quake and other acts of God as well as War, Military operation, blockade, Acts or Actions of State Authorities or any other circumstances beyond the parties control that have arisen 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 cessation of the above circumstances immediately, but in any case not later than 10 (Ten) days from the moment of their beginning.

Date: 

(Signature of Tenderer & Seal)
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.

e) If the impossibility of complete or partial performance of an obligation lasts for more than 6(six) months, either party hereto reserves the right to terminate the contract totally or partially upon giving prior written of 30 (thirty) days to the other party of the intention to terminate without any liability other than reimbursement on the terms provided in the agreement for the goods received.

46. **Transportation:** The items / services under this contract are to be delivered by the bidder at ‘Sainik School Kodagu, PO Kudige, Dist Kodagu, Karnataka, PIN- 571232’

47. **Inspection Authority:** The inspection will be carried out by the Principal, Sainik School Kodagu, PO Kudige Dist Kodagu, Karnataka or by his representative. The mode of Inspection will be Departmental Inspection/ User Inspection/ Joint Inspection/ Self-certification.

48. **Franking clause:** The following Franking clause will form part of the contract placed on successful Bidder-

   a) Franking Clause in the case of Acceptance of Goods “The fact that the goods have been inspected after the delivery period and passed by the inspecting Officer without prejudice to the rights of the Buyer under the terms and conditions of the contract”

   b) Franking Clause in the case of Rejection of goods “The fact that the goods have been inspected after the delivery period and rejected by the Inspecting Officer will not bind the Buyer in any manner. The goods are being rejected without prejudice to the rights of the Buyer under the terms and conditions of the contract.”

49. **Claims:** The following claims clause will form part of the contract placed on successful Bidder-

   a) The claims may be presented either: a) on quantity of the stores / services, where the quantity does not correspond to the quantity shown in the Packing List/Insufficiency in packing, or (b) on quality of the stores, where quality does not correspond to the quality mentioned in the contract.

   b) The quantity claims for deficiency of quantity shall be presented within 45 days of completion of inspection and acceptance of goods. The quantity claim shall be submitted as per Form DPM-22 (Available in MoD) website and can be given on request).

**Date:** (Signature of Tenderer & Seal)
c) The quality claims for defects or deficiencies in quality noticed during the inspection shall be presented within 45 days of completion of inspection and acceptance of goods. Quality claims shall be presented of 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 as per Form DPM-23 (Available in MoD website and can be given on request).

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

e) The bidder 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 bidder’s own arrangement.

f) Claims may also be settled by reduction of cost of goods under claim from bonds submitted by the or payment of claim amount by through demand draft drawn on an Indian Bank, in favor of the Buyer Dept / Principal Controller/ Controller of Defence Accounts concerned.

g) The quality claims will be raised solely by the Buyer and without any certification/countersignature by bidder’s representative.

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

   a) The bidder warrants that the goods supplied under the contract conform to technical specifications prescribed.

   b) If the goods are reported by the Buyer to have failed to conform to the specifications, the bidder shall either replace or rectify the same free or charge, within a maximum period of 10 working days of notification of such defect by the buyer.

**Date:**

**(Signature of Tenderer & Seal)**
Part V - Evaluation Criteria & Price Bid Issues

51. **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) In case of two bid system:

   (i) Initially the Technical bid will be opened on the day specified for opening of bids. Only those financial bids will be opened whose technical bids fulfill all the eligibility and qualifying requirements of this RFP. Rest will be returned to the bidders unopened.

   (ii) Date for opening financial bids of qualifying bidders will be intimated later after ascertaining the quality of the submitted samples.

(c) The lowest bid will be decided upon the lowest price quoted by the particular Bidder as well as the quality of sample enclosed / conformity to the specifications of requirement.

(d) The consideration of taxes and duties in evaluation process will be as follows:

   (i) In cases where only indigenous Bidders are competing all taxes and duties (including those for which exemption certificates are issued) quoted by the bidders will be considered. The ultimate cost to the Buyer would be the deciding factor for ranking of Bids.

   (ii) The Bidders are required to spell out the rates of Customs duty, Excise duty VAT, Service Tax, etc in unambiguous terms, otherwise their offers will be loaded with the maximum rates of duties and taxes for the purpose of comparison of prices. If reimbursement of Customs duty/Excise Duty / VAT is intended as extra over the quoted prices the Bidder must specifically say so. In the absence of any such stipulation it will be presumed that the prices quoted are firm and final and no claim on account of such duties will be entertained after the opening of tenders. If a Bidder chooses to quote a price inclusive of any duty and does not confirm inclusive of such duty so included is firm and final, he should clearly indicate the rate of such duty and quantum of excise duty included in the price. Failure to do so may result in ignoring of such offers summarily. If a Bidder is exempted from payment of Customs duty/Excise Duty/VAT duty up to any value of supplies from them, they should clearly state that no excise duty 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 Customs duty / Excise duty / VAT, it should be bought out clearly. Stipulations like excise duty was presently no applicable but the same will be charged if it becomes leviable latter on, will not be accepted unless in such cases it is clearly stated by a Bidder that excise duty will not be charged by him even if the same becomes applicable later on. In respect of the Bidder who fail to comply with this requirement, their quoted prices shall be loaded with the quantum of excise duty which is normally applicable on the item in question for the purpose of comparing their prices with other Bidders. The same logic applies to Customs duty and VAT also.

Date: ____________________  (Signature of Tenderer & Seal)
(e) 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.

(f) The Lowest Acceptable Bid will be considered further for placement of contract / Supply order after complete clarification and price negotiations as decided by the Buyer. The Buyer will have the right to award contracts to different Bidders for being lowest in particular items. The Buyer also reserves the right to do Apportionment of quality, if it is convinced that lowest Bidder is not in a position to supply full quantity in stipulated time.

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

52. **Price Bid Format**: Bids should be forwarded by Bidders under their original memo/letter pad by furnishing full details of price per item, VAT details and details like TIN number etc. to be recommended according to items to be amended according to items.

(K P Ajesh)
Cdr
Admin Officer
for Principal

Date: ____________________________

(Signature of Tenderer & Seal)
DRAFT CONTRACT AGREEMENT FOR RENDERING OF SECURITY & IRON SERVICES AT SAINIK SCHOOL KODAGU

Agreement made this ______ day of 2016 (Two thousand and sixteen) between Mr / Mrs ___________________________ Proprietor of M/s ___________________________ (hereinafter called the Contractor) which expression shall where the context so admits include their heirs, executors, administrators, representatives and assignees of the one part and the administrators, representatives and assignees of the one part and the Administrative Officer, Sainik School Kodagu being the representative of the President of India (hereinafter called “the Admin Officer, Sainik School Kodagu” or simply “Admin Officer”) which expression shall where the context so admits include his successors in office and assignees, of the other part.

1. Whereas the contractor has tendered for services of Security & Ironing for Sainik School Kodagu, and as such tender had been accepted by the Admin Officer, Sainik School Kodagu for and on behalf of the Principal, Sainik School Kodagu.

2. And whereas the contractor has also agreed to provide a performance bank guarantee of Rs. __________ /- (Rupees ___________________________ only) (hereinafter called the security deposit) as security for the due and faithful performance of this contract by him / her. The deposit will be liable to be forfeited at the time of the breach or non-performance of the contract or any clauses thereof on the part of the contractor or Security Deposit will be deposited with the school.

3. Now those present witness that for carrying the said agreement into execution the contractor on the one part and the Admin Officer, Sainik School Kodagu on the other part do hereby mutually contract and agree as follows.

4. The contract will be valid for the period commencing from 01 Jul 2016 up to 30 June 2017 (both dates inclusive) and if required the period of contract can be extended up to a maximum period of six months, for the same contract rates or in accordance with the new specifications of rates to be mutually agreed to in writing by both the parties at the time of such changes and accepted by the Admin Officer, Sainik School Kodagu.

5. The term ‘his’ or ‘her’ mentioned anywhere in this contract is only indicative and is to be read suitably to include either gender depending on the gender of the party or person thus referred to.

Date: (Signature of Tenderer & Seal)
6. The salient features of the contract are as follows:-

(a) The contractor shall deliver the services at their expense in such time and place through such representatives at the cadets hostel or at any other specified place within the school premises.

(b) The contractor shall ensure positioning of manpower as mentioned in the schedule of services at all times.

(c) The Admin Officer, Sainik School Kodagu may authorize such officer / officers as he may wish to operate the contract on his behalf and the contractor and his agents will accept and carryout instructions given by such officer (or his representative) in connection with the contract as if those were issued by the Admin Officer, Sainik School Kodagu.

(d) The Admin Officer, Sainik School Kodagu or his authorized representative to whom the services in the contract are to be delivered may reject the services in whole or in part, if the services are not in accordance with the contract agreement in their opinion.

(e) The contractor shall not charge or be paid for such services rejected as above and such services shall be replaced by him at once at his expense.

(f) The contractor shall neither claim nor be entitled to payment for any damages / losses due to such rejected services or their replacement.

(g) The Admin Officer, Sainik School Kodagu shall, in the event of rejection of services, be entitled to demand replacement at the contractor's own cost such services. In the event of the contractor’s failing, declining, neglecting or delaying to comply with any such demand or otherwise not executing the same in accordance with the terms of the contract, the Admin Officer, Sainik School Kodagu or the officer operating the contract on his behalf shall be at liberty (without prejudice or compensation against loss and inconvenience caused by such breach or non compliance of the contract) to purchase or hire services as may have been rejected or that the contractor may have failed, neglected, declined or delayed to provide as specified in the schedule thereof and excess cost so incurred in purchasing or hiring (together with all incidental charges) in excess of the contract price shall be recovered from the contractor.

(h) All money or compensation payable by the contractor to the Sainik School Kodagu under the terms of the contract shall be deducted from the security deposit or from any such which may be due to or may become due to the contractor by the school under the contract.

Date: (Signature of Tenderer & Seal)
(j) If total absentee days of entire staff put together cross 30 days, amount equivalent to two days of pay will be deducted from the contractor for each day of absenteeism by any of his staff.

7. In the event of the security deposit being reduced by reasons of non compliance of the terms of the contract, the contractor shall within ten days from the date of being called upon to do so make good the amount required to complete the security deposit.

8. The Admin Officer, Sainik School Kodagu may be rescind the contract for the following reasons:
   (a) If the contractor assigns or sublets this contract without the Admin Officer’s written approval or if the contractor attempted to do so.
   (b) If the contractor or any of his agents or his servants 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 officer or persons in employment of the school.
   (c) If the contractor declines, neglects or delays to comply with any demand or requisition or in any other way fails to perform or serve any condition of the contract.

9. Notwithstanding anything herein before contained, the Admin Officer, Sainik School Kodagu may recover from the contractor as compensation, such sums as he considers reasonable, if he fails to observe or perform any condition of the contract.

10. No payment will be made in advance for any services under this contract.

11. The contractor shall submit one bill in duplicate in English on the 1st day of each month to the Admin Officer, Sainik School Kodagu for all services accepted during the previous month. Charges in those bills as applicable shall always be entered at the same rates as are showin in the schedule of the contract.

12. The security deposit or any balance thereof remaining at the end of the contract shall not be refunded to him until his accounts have been finally audited and settled and until he has executed the usual “No Demand Certificate”. Security deposit shall be returned to the contractor without any interest only at the end of the contract after obtaining “No Demand Certificate” from the contractor.

13. During the terms the contract the Admin Officer, Sainik School Kodagu at his discretion shall cancel, substitute or change any of the items covered under the schedule of services and make alternative arrangements for procurement of new services without assigning any reason, after giving the contractor seven days notice thereof.

14. Not withstanding anything herein contained the contract may be terminated by the Admin Officer, Sainik School Kodagu by giving the contractor a fortnight’s (14 days) notice in advance without assigning any reason without the contractor being entitled for any compensation on this account.

Date: (Signature of Tenderer & Seal)
15. The terms & conditions are mentioned below will strictly be followed for the services rendered by the contractor under this agreement:-

(a) The school will not provide any boarding / lodging for the personnel appointed by the contractor for rendering services under this contract.

(d) The personnel appointed by the contractor for rendering services under this contract are to be conversant with the local language (Kannada) and Hindi.

(c) The replacement for manpower during leave / absence shall be provided by and at the expenses of the contractor.

(d) All compensation and Benefits such as EPF et will be given by the contractor to the personnel appointed for rendering services under this contract as per applicable towards EPF / ESI / NPS etc as applicable.

(e) The contractor shall ensure timely payment of salaries to the staff employed by him in order to provide services under this contract (by 5th of every month)

(f) The contractor shall ensure the conditions mentioned at sub para (d) and (e) above are followed in letter and spirit, and will be liable to produce the evidence for the same if asked for by Admin Officer, Sainik School Kodagu. The contractor shall also ensure that any dispute between him and the personnel employed for rendering services under this contract does not affect the services. In case such a dispute between the contractor and his employees affect in full or part the services to be rendered under this contract, then the Admin Officer shall have the right to reject such faulty services partly or completely.

(g) The contractor will be responsible to ensure proper conduct / behavior of the personnel appointed for rendering services under this contract.

(h) The contractor will be responsible for theft / loss of school property caused by any of his staff directly, indirectly or due to negligence or absence from duty. In the event of such theft / loss, the contractor shall be liable to pay compensation to the school at rates fixed by the Admin Officer Sainik School Kodagu.

(j) The contractor will ensure that all personnel appointed for rendering services under this contract are well groomed (Maintenance of personal hygiene – Bath, Shave, Haircut and Turnout) and in proper uniform at all times. Uniforms for the staff are to be provided by the contractor at his own cost.

(k) Police verification certificate of all personnel appointed for rendering services under this contract are to be submitted to the Admin Officer by the contractor.

(k) Payment will be done by the school through demand draft within 10 working days on submission of correct bill subject to acceptance of the services mentioned in the bill.

Date: (Signature of Tenderer & Seal)
16. By virtue of the contractor's position as a contractor 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 third party.

17. The contractor acknowledges that he has made himself fully acquainted with all the conditions and circumstances under which the 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 and he shall not plead ignorance of any these as an excuse in case of complaints against or rejection of services tendered by him or with a view either to asking for enhancement of any rates agreed to in the contract or to evading any of the obligation under the contract.

18. 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 part thereof shall be referred to the sole arbitration of the Principal, Sainik School Kodagu whose decision shall be final, conclusive and binding upon the parties at this agreement.

19. In the event of the state of emergency declared during the currency of the contract this contract, shall if so required and intimated in writing by the Admin Officer, Sainik School Kodagu within 10 days prior to expiry of the contract period; continue to be in force up to a maximum period of 61 days after the date originally fixed for the termination of the contract.

20. All payments due the contractor under this contract will be made to Mr / Mrs ___________________________________________________ Proprietor, within 10 working days after presentation of correct bills. Bills to be presented on printed bill book, serially numbered along with VAT/TIN/TAN No.

21. Principal, Sainik School Kodagu is empowered to suspend any type or all types of services / Business with Mr / Mrs ___________________________________________________ Proprietor, M/s ___________________________________________________ or with any of or all of its / his partners for a duration of one year or to a maximum duration of five years in case:-

(a) If the contractor assigns or sublets this contract without the Admin Officer's written approval of if the contractor attempted to do so.
(b) If the contractor or any of his agents or his servants 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 officer or persons in employment of the school.
(c) If the contractor declines, neglects or delays to comply with any demand or requisition or in any other way fails to perform or serve any condition of the contract.
(d) If the contractor resorts to illegal or immortal practices during the course of execution of the contract agreement.
(e) If the contractor resorts to lending / borrowing money to any of the staff members or to any person within the campus.
(f) If in the larger interest of the functioning of Sainik School Kodagu the continuation of the contractor is undesirable and unwarranted.

Date: (Signature of Tenderer & Seal)
22. Rates as per Schedule of Services placed at Appendix A shall be paid for services of security and ironing, provided the other terms and conditions of the contract agreement are fulfilled by M/s ____________________________.

23. In witness where of the said Mr / Mrs ___________________________________________ Proprietor of M/s ________________________________________________ on the one part and the Admin Officer, Sainik School Kodagu on the other part have hereinto set their respective hands and seals ________ day of ____________ 2016.

Signature

Admin Officer
Sainik School Kodagu
On Behalf of President of India

Signature
Witness No. 1

Signature
Witness No. 2

Date: (Signature of Tenderer & Seal)
Schedule of Services – Security / Ironing

1. The contractor shall provide manpower for security and ironing services as follows:-
   
   (a) **Security.** Two posts are to be manned by security guards following three shifts (of eight hours each) per day. This will require six security guards per day. One additional security guard will be employed for the purpose of giving weekly off to the guards, thus making the total number of guards to be employed as seven.
   
   (b) **Ironing.** Eight in number persons will be made available by the contractor on all days for providing ironing services. The timing to be followed is from 0830 – 1830 hrs with lunch break from 1330-1530 hrs.

2. The contractor should make the duty roster of all security guards weekly / fortnightly / monthly and same should be handed over to the Quarter Master Section well in advance.

3. The rates for services to be provided are as follows:-

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Signature

Admin Officer
Sainik School Kodagu

Sri / Smt ____________
On behalf of
M/s _________________
Signature_____________

Witness No. 1
Witness No. 2

Signature _______________________
Signature _______________________