

SAINIK SCHOOL NAGROTA, JAMMU (J&K)

ANNUAL TENDER FOR YEAR 2024-25

1. Principal Sainik School Nagrota invites sealed tenders from Registered Contractors /wholesale Authorized Dealers/Manufacturers/Distributors for the following services and supplies for a period from **01 Jun 2024** to **31 May 2025**.

(a)	Wct Cantoon
(b)	Hardware and Sanitary items

2. For further details regarding tender form, Date of Submission /Opening of tenders etc LOG ON to the School website www.sainikschoolnagrota.com under Head "Notices".



Amir

Principal
Sainik School Nagrota
Jammu, (J&K)-181221

Amir

SAINIK SCHOOL NAGROTA, JAMMU (J&K)

ANNUAL TENDER FOR YEAR 2024-25

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Ser	Supply/Service	Last date and Time of Submission of Complete tender Form	Time & Date of Opening of Tenders
(a)	Wet Canteen	25 May 2024 by 1800 Hrs	At 1530 Hrs, 27 May 2024
(b)	Hardware & sanitary items	25 May 2024 by 1800 Hrs	At 1530 Hrs, 27 May 2024

2. Tender forms are to be downloaded from the CPP Portal/School Website www.sainikschoolnagrota.com.

3. Separate tender form is to be filled up for each type of supply/services. _____

4. A notation of supply/service and date of opening of tender is to be the mentioned on the outer cover as given in the sample below: -

TENDER FOR THE SEVICE/SUPPLY OF _____
DATE OF OPENING: _____ / _____ /2024
TO,
THE PRINCIPAL SAINIK SCHOOL NAGROTA JAMMU (J&K)
FROM:-
SHRI _____
ADDRESS _____ _____
Mobile NO. _____
Email _____

5. Each tender form, duly completed and sealed in a cover, is to be dropped in the Tender Box kept at the School Main Gate on or before the date and timing mentioned against each along with **Bank Demand Draft of Rs 500/-** being cost of Tender Form and **Demand Draft** of Amount mentioned in the prescribed form of scheduled of rates attached with the Tender Form being Earnest Money Deposit (**CHEQUES WILL NOT BE ACCEPTED AND IF A CHEQUE IS FOUND ATTACHED, THE TENDER FORM WILL BE SUMMARILY REJECTED**). If a Cheque is found attached, the tender form will be summarily rejected). All Demands Drafts are to be made in favour of Principal, Sainik School Nagrota form any bank payable at Nagrota/Jammu.

6. The Tenders will be opened in the presence of tenderers, those presents, on the dates mentioned against each. Tenderers should have **GSTIN/PAN/TAN**, work experience /good reputation. Cost of Supplies provided is to be inclusive of all taxes. The school reserves the right to reject any or all the tenders without assigning any reason.



Amin

Principal
Sainik School Nagrota
Jammu, J&K -181221

SAINIK SCHOOL NAGROTA, JAMMU (J&K)
TENDER FORM

To,

The Principal
Sainik School Nagrota

1. I _____ S/oShri _____

having accepted the terms and conditions mentioned below hereby tender for SUPPLY/SERVICE of _____ listed in the schedule to the Sainik School Nagrota for a period from **01 Jun 2024** to **31 May 2025** at the rates quoted against each item in the scheduled w.e.f **01 Jun 2024**.

2. The terms and conditions of the tender and for supply of material will be as per the Tender Notice Uploaded on **Central Public Procurement Portal (CPPP)** and **School website www.sainikschoolnagrota.com**.

3. I hereby enclose the following:-

- (a) DD No. _____ dated _____ for **Rs 500/-** being cost of Tender Form.
- (b) DD No. _____ dated _____ for Rs _____ (Amount mentioned in the prescribed form of scheduled of rates attached with the tender form) being EMD.

FULL ADDRESS OF THE TENDERER

(Signature with Name in Capitals of Tenderer) The Managing Director/ Partner should sign with Seal for companies or firm)

TERMS AND CONDITIONS

1. The Tender should be submitted in a sealed cover marked as “**Tender for Supply/Service of _____**” to **SAINIK SCHOOL NAGROTA** addressed to **THE PRINCIPAL** and send either by Registered Post or **drop in the tender box kept in the Office Complex /Main Gate, Sainik School Nagrota**. The tender form should be submitted along with a Demand Draft as stated above towards cost of Tender Form and Earnest Money Deposit (If applicable).

2. The rates once quoted will hold-good for the entire contract period and no change, whatsoever, will be entertained during the currency of contract period. Option clause may also be invoked for extending the contract period for duration between 3 to 6 months from the date of expiry of tender period for which the contracts will be served one-month notice. In such an eventuality, the contractor is to supply the items/ provide services, on the same terms and conditions as per the original agreement. Rates found quoted more than the MRP, will not be accepted.

3. **Manner of depositing the Bids:-**

Sealed Bids should be either dropped in the Tender Box kept at the Main Gate, Sainik School Nagrota or send by the **speed post/registered post** at the address given above so as to reach the school by on or before the due date and time. Tenders received late will not be considered. The school shall not take any responsibility for postal delay or non-delivery /non-receipt of Bid documents in time. Bids sent by FAX or e-mail will not be considered. The bids will be submitted manually in the following manner: -

(a) **FOLDER 1** will contain the **Techno-Commercial Bids** (In separate envelope) which consists of the following documents: -

- (i) EMD- Please refer Para 6 of Tender Form.
- (ii) Tender form Fee of Rs 500/- separately of each Tender.
- (iii) Attested copy of GST registration, Pan Card and Aadhaar Card.
- (iv) Affidavit for non-black listing /no legal litigations (Format for the same is attached as **APPENDIX ‘A’**).
- (v) All documents attached with the tender form are to be self-attested and bear the stamp of the firm.
- (vi) Tender Conditions Acceptance Certificate (Format attached as **APPENDIX ‘B’**).

(b) **FOLDER 2** will contain Commercial Bid (in separate envelope). Initially only the Techno - Commercial bid will be scrutinized. Evaluation of financial bid of only those bidders who qualify at this stage will be done.

4. **Clarification regarding contents of the Bid Documents:** - A prospective bidder who requires clarification regarding the contents of the bidding documents shall notify to the school 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 from the school will be sent to the concerned bidders.
5. **Period of Contract:** - The Bids shall remain valid for a period of one year i.e. **01 Jun 2024 to 31 May 2025.**
6. **Earnest Money Deposit (EMD):**- Bidders are required to submit Earnest Money Deposits (EMD) in the form of Demand Drafts (DD) to be made in the favour of Principal, Sainik School Nagrota along with their bids payable at Nagrota/Jammu. EMD of the unsuccessful bidders will be returned to them at earliest after expiry of the final bid validity and latest on or before the 30th day after the award of the contract. EMD is not required to be submitted by that Bidder who is registered with central Purchase Organisation (e.g DGS&D) & National Small Industries Corporation (NSIC) or any department of MoD or MoD itself. (The EMD will be forfeited if the bidder withdraws or amend impairs or derogates from the tender in any respect within the validity of their tender). In lieu of Bid Security, such bidders are required to sign “**Bid Security Declaration**”. Declaration (**attached as Appx ‘C’**) shall be compulsorily submitted alongwith the bid for such firms who are excused EMD.
7. **Security Money Deposit:** - EMD in r/o the successful bidder to whom the tender is awarded will be retained as Security Deposit. The bidders who submits the relaxation certificate for EMD is required to deposit the security deposit as mentioned in the scheduled of rates (@3% of the total value of the tender according to Govt of India, Ministry of Finance, Office Memorandum No. F. 9/4/2020-PPD dated 12th Nov 2020) within the date intimated by the school. If the bidder fails to deposit the Security Money by due date, the bid will be treated as cancelled and tender will be awarded to next Lowest L1 Bidder.
8. **Submission of Samples:** - wherever applicable, the bidders will layout the samples of the items on the day of the opening of Tender which the vendor wishes to supply and for which the rates have been quoted in the tender documents.
9. These instructions on “Invitation to Bid” are to be signed by the firm representative and returned alongwith bids.
10. **Failure to supply the items**
 - (a) In case successful lowest bidder/vendor/firm fails to supply/deliver the items' after placing of supply order within given time frame in the supply order, the vendor/firm in addition to **forfeiture** of the **Security Money**, will be banned for further dealing with the school.

(b) NEITHER any separate Notice will be served/ communicated to the vendor for deduction of compensation/ penalty NOR will any representation be entertained in this regard by any defaulting firm / vendor.

(c) In case of rejection of stock/items tendered by the firm, the vendor/firm/supplier will **lift the items supplied within 10 days including Sundays/ holidays** at their **own expense** else rent and allied charges as applicable will be levied. Any damage to the stock due to lifting by the firm will be borne by the firm.

11. The successful tenderer should supply any or all the items quoted by him as demanded by the Principal, Sainik School Nagrota during any time of the period of contract.

12. The supplies should be made to the authorized representative of Principal, Sainik School Nagrota at Sainik School premises free of allied charges such as transport and other taxes.

13. The tenderers who are allotted school accommodation/stores/shops will pay rent and electricity' Charges as per meter reading.

14. Supplies/Services will be rejected and contract may be cancelled if the items brought are not quality quoted and as specified from time to time.

15. Once the rates are finalized by the Board, request for enhancement of Contract rates, under any circumstances will not be considered. Hence, the bidder is to quote rates accordingly, keeping the Market factors in mind.

16. Payment will be made by NEFT/RTGS within 15 days of submission of credit bills. TDS will be deducted as per Govt. rules in vogue.

17. The School will deduct TDS as applicable from the payments of vendor. The same TDS will be deposited by the school with Income Tax authorities before due dates.

18. **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 payment 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 spare, 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.

19. **FORCE MAJEURE CLAUSE:** - Attention is also invited towards the Govt. of India O.M.N 18\04 I2O2O-PPD dated 19 Feb 2020 pertaining to the invocation of Force Majeure clause appended below: -

(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 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 circumstance 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 Present contract is extended correspondingly for the period of time of action of the 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 a Cessation of the above circumstances immediately, but in any case not later than 10 (Ten) days from the moment of their 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.

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

20. Once the contract is awarded, the contractor shall execute the agreement within 10 days of acceptance of the tender. The contractor shall deposit the Security Deposit amount in the form of DD in favour of principal, Sainik School Nagrota. No payment will be made to the contractor before deposition of the Security Deposit amount and execution of agreement.

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

22. **Liquidated Damages.** In the event of the Supplier's failure to submit the Guarantees and Documents supply the stores / goods and conduct trials, etc as specified in this contract, the school may, at his discretion, withhold any payment until the completion of the contract. The school may also deduct from the SUPPLIER /SERVICE PROVIDER as agreed, liquidated damages to the sum of 0.5 % of the contract price of the delayed / undelivered stores mentioned above for every week of delay or per' of a week, subject to the maximum value of the Liquidated Damages being not exceed 10% of the value of delayed stores.

23. Any amount due to the school from the contractor either in cash or by way of stores will be covered from the security deposits.

24. **Transfer and Sub –letting**:- The supplier 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.

25. **Risk & Expense clause**: -

(a) Should the stores or any instalment thereof not be delivered within the time or time specified in the contract documents or if defectives delivery is made in respect of the stores and any instalment thereof, the school shall after granting the seller 03 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 defaults.

(b) Should the stores or any instalment thereof not be in accordance with the specifications/parameters agreed by the seller, the school shall at liberty, without prejudice to any other remedies for breach of contract.

(c) In case of material breach that was not remedied within 03 days, the school shall be having given the right of first refusal to the seller be at liberty to purchase or procure from any other source as he thinks fit, other stores of the same or similar description to make good: -

(i) Such defaults.

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

(d) Any excess of the purchase price, cost of manufacturer, or value of any stores procured from any other supplier as the case may be, over the contract price appropriate to such defaults or balance shall be recoverable from the seller. Such recoveries shall not exceed 10 % of the value of contract”.

26. **TERMINATION OF CONTRACT**: - The school 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 beyond the scheduled date of delivery.

(b) The seller is declared bankrupt or become insolvent.

(c) The delivery of material is delayed due to cause of Force Majeure by more than 15 days provided Force Majeure clause is included in contract.

(d) The school has noticed that the seller has utilised the services of any Indian/foreign agent in getting this contract and paid any commission to such individual/company etc.

(e) As per decision of the Principal.

27. If the contractor fails to supply the items required at the stipulated time and date or stops supplying the items demanded during the contract period, the contract will be terminated and all the dues and security deposit will be forfeited and the contract shall be awarded to the next vendor with lowest price quoted. The contractor will also be liable for penalty or damage as claimed by the Principal, Sainik School Nagrota, Jammu.

28. The Principal, Sainik School Nagrota without assigning any reason reserve the right to accept or reject any one or all the tenders or distribute the items to different tenderers. The school also reserves the right to terminate the contract during the period of the contract without assigning any reason. In the event of termination of the contract, during the period of the contract, the contractor will have no right for damages or compensation and the deposited security deposit will be forfeited.

29. The successful tenderer will execute an agreement **duly attested by a Notary** in favour of the Principal, Sainik School Nagrota on a non-judicial Stamp paper of Rs 10/- incorporating the above and such other terms as may be prescribed by the Principal immediately after he is informed of the acceptance of his tender. All expenses for executing such contracts will be borne by the contractor.

30. The tender will be opened **on the date and timing as mentioned in the Advertisement Notice (uploaded in the school website/CPPP) in the school Auditorium Conference Hall in the presence of those present.**

31. The contractor should be registered with the office of the sales tax and labour Commissioner where required. Such tenders shall be accepted only on furnishing such certificate.

32. All disputes are subjected to Jammu jurisdiction only.

33. All pages of the terms and conditions duly signed by the bidder are required to be attached with tender form.

(To be given on Company Letter Head)

To,

The Principal
Sainik School Nagrota
Jammu (J&K)
Pin- 181221

Subject: -

NON-BLACKLISTING CERTIFICATE

Dear Sir,

This is to certify that M/s
_____ has not been
blacklisted and no criminal case is pending in any Government Organization, Non-
Government or Public Sector organisation in India as on date.

Yours faithfully,

Date:

(Signature of the bidder with official seal)

TENDER ACCEPTANCE LETTER
(To be given on Company Letter Head)

Date:

To,
The Principal
Sainik School Nagrota,
Jammu, J&K
181221

Sub: Acceptance of Terms & Conditions of Tender.

Tender Reference No.

SSN/197/QM/_____

Name of Tender / Work: -

Dear Sir,

I/ We have downloaded / obtained the tender documents for the above mentioned 'Tender/Work' from the web site(s) namely:
as per your advertisement, given in the above mentioned website(s).

I / we hereby certify that I / we have read the entire terms and conditions of the tender documents from page No. ____ to _____ (including all documents like annexure(s), schedule(s), etc..) which form part of the contract agreement and I / we shall abide hereby by the terms / conditions / clauses contained therein.

The corrigendum(s) issued from time to time by your department/organisation too has been taken into consideration, while submitting this acceptance letter.

I / We hereby unconditionally accept the tender conditions of above mentioned tender document(s) / corrigendum(s) in its totality / entirety.

I / We do hereby declare that our firm has not been blacklisted /debarred by any Govt. Department / public sector undertaking.

I / We certify that all information furnished by our Firm is true & correct and in the event that the information is found to be incorrect/untrue or found violated, then your department/organisation shall without giving any notice or reason therefore or summarily reject the bid or terminate the contract, without prejudice to any other rights or remedy including the forfeiture of the full said earnest money deposit absolutely.

I / We hereby understand that the Tender Value is an approximate estimates and the actual contract depends upon the necessity and requirement of Sainik School Nagrota. In case if the total supply order during the contract period is less than the Tender Value, I/We hereby declare that our Firm will not take any legal action against the administration/authorities of Sainik School Nagrota.

Yours Faithfully

BID SECURING DECLARATION FORM

Date_____

To, (insert complete name and address of the purchase)

I/We, the undersigned, declare that,

I/We understand that, according to your conditions, bids must be supported by a Bid Securing Declaration.

I/We accept that I/We may be disqualified from bidding for any contract with you for a period for one year from the date of notification if I am/We are in a breach of any obligation under the bid conditions, because I/We

(a) have withdrawn/modified/amended, impairs or derogates from the tender, my /our bid during the period of bid validity specified in the form of Bid
or

(b) having been notified of the acceptance of our Bid by the purchaser during the period of bid validity: -

(i) fail or reuse to execute the contract, if required or

(ii) fail or re-use to furnish the Performance Security, in accordance with the instructions to Bidders.

I/We understand this Bid Securing Declaration shall cease to be valid if I am/we are not the successful Bidder, upon the earlier of (i) the receipt of your notification of the name of the successful Bidder or (ii) thirty days after the expiration of the validity of my/our Bid.

Signed: _____
(Insert signature of person whose name capacity are shown)

Name: _____
(insert complete name of person signing the Bid Securing Declaration)

Duly authorized to sign the bid for a n on half of insert complete name of Bidder)

Dated on_____ (insert date of signing)

Corporate Seal (Where appropriate)

(Note: In case of joint Venture, the Bid Securing Declaration must be in the name of all partners to the Joint Venture that submits the bid.)