



**JAWAHAR NAVODAYA VIDYALAYA, TULJAPUR**

**DIST : OSMANABAD (M. S. )**

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(Department of Education, Ministry of Human Resource Development, Government of India)

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## **TENDER TERMS & CONDITIONS FOR THE YEAR 2019-20**

Sealed tenders are invited (under two bid system i.e. separate technical bid & financial bid) for supply of the following items for the year **2019-20** from Suppliers/manufacturers/ authorized Dealers / Registered and Reputed firms/ service providers.

**Table I**

Sr. No.	Name of the Items	Approx. budget in Lac	EMD amount	Sr. No	Name of the Items	Approx. budget in Lac	EMD amount
1	Grocery Items	36.00	20,000/-	5	Eggs & Mutton	3.00	5,000/-
2	Vegetables	5.00	10,000/-	6	Stationery Items	4.00	5,000/-
3	Fruits	2.00	5,000/-	7	Uniform Stitching	2.00	5,000/-
4	Bakery Items	7.00	5,000/-	8	Drinking water through Tanker	5.00	5,000/-

### **Instructions for the tenderer**

- Sealed Tenders in two packet system (**Technical Bid**) and (**Financial Bid**) are invited only from Suppliers/manufacturers/authorized Dealers / Registered and Reputed firms/ service providers, for the supply of above items, as per the terms & conditions given below as well as in the tender forms.

#### **A) Packet No.01(Technical Bid)** will contain the following documents

- i) Demand draft of the required EMD as mentioned in Table-I above drawn in favour of the Principal, Jawahar Navodaya Vidyalaya, Tuljapur, Dist Osmanabad, exclusively payable on any nationalized Bank at Tuljapur, Dist Osmanabad (MS).
- ii) An attested copy of the shop act license valid on the date of opening of tender. If it is not applicable in some places, a certificate to that effect from the competent authority should be submitted. (Issued exclusively for dealing of particular sale of items.)
- iii) An attested copy of the PAN card issued either in the name of the firm or the proprietor,
- iv) An undertaking duly signed & stamped regarding the acceptance of the terms and conditions of the tender (*In the format attached with Terms & conditions Annex-I*)

#### **B) Packet No 02 (Financial Bid)** will contain the only rate list of the items to be supplied to the Vidyalaya by the specified firm. The Financial bid will be opened only for technically qualified tenders.

#### **C) Both the packets should be properly closed, sealed and should be superscripted as (Technical bid packet 01 or Financial bid packet 02) for the supply of Items along with name of the tender. Also the name & the address of the tenderer should be written on all the envelopes and should be addressed to **Principal, Jawahar Navodaya Vidyalaya Tuljapur, Dist Osmanabad- 413601****

## **Terms and conditions.**

1. The Tender forms along with the terms and conditions can be obtained from our office on any working days during the working hours on non refundable payment of Rs.100/- on cash payment in person w.e.f. **25/05/2019 to 12/06/2019 (10.00 am to 5.00 pm)**. The Tender forms can also be downloaded from the Vidyalaya web site [www.jnvosmanabad.org](http://www.jnvosmanabad.org) and <http://eprocure.gov.in/cppp>. Such Tenders need not pay any cost of the Tender Form.
2. The Sealed Tender in the prescribed Tender forms purchased should be submitted to **'The Principal, JNV Tuljapur, Dist Osmanabad (MS)'** on or **before 12/06/2019 by 5.00 pm** in two bid system i.e. Packet 01 contains **'Technical bid'** and Packet 02 contains **'financial bid'**. The Vidyalaya will not be responsible for the postal delay or any other delay for the receipt of the tender. The delay responsibility fully lies on the tenderer. The tenders received after due date & time will not be considered.
3. The received sealed tenders shall be opened by the duly constituted committee probably on **13/06/2019 at 11.00 a.m.** in the office of Principal JNV Tuljapur Dist. Osmanabad in the presence of tenderers, present for the meeting. Financial bids of those tenderers who qualify in the Technical bid, shall only be opened by the duly constituted committee. In case of any change in the date of opening of tenders, will be communicated accordingly.
4. Those tenderers / firms have purchased tender forms, only they are eligible to fill up the tenders and can only be present during the meeting of opening of Tenders. No unauthorized person will be allowed to sit during the meeting.
5. Decision of the purchase advisory committee constituted by the JNV will be final to declare any of the tender is said to be qualified or not, based on the eligibility criteria of the technical bid/documents and binding on the tenderer. Intimation of decision of the competent authority shall be conveyed to the tenderers.
6. Only one rate for each item specified should be quoted. If there is more than one rate quoted by the firm for the same item, the lowest rate quoted will be taken in to consideration for the comparison.
7. There should not be any corrections or over-writing in the tender form, and if any amendment in figure is to be made, it should be neatly scored out and revised / corrected figure should be written above the scored figure and is to be attested with firm seal. Also incomplete tender and rate quoted for change in the brands specified by the Vidyalaya will not be considered and will be rejected.
8. The Tender (**Technical bid**) should be accompanied with Earnest Money Deposit as shown in the **Table-I** as above by way of Demand Draft drawn from any nationalized bank in favour of **Principal, Jawahar Navodaya Vidyalaya, Tuljapur payable at SBI Tuljapur (Branch Code 003674) Dist. Osmanabad (M.S.)**. The Tenders without EMD or part EMD will not be considered and such tenders shall be rejected summarily.
9. In the event of the finalization of the tender an agreement will be executed with the tenderer to bind by the terms and conditions of the tender. The contract should be executed on the non judicial bond paper worth of Rs **100/-** only & the cost of which will be borne by the tenderer.
10. Further, the Tenderer has to deposit the security deposit @ 10% approximate budget as per norms of NVS or as per decided by PAC. The EMD submitted by the tenderer will be

converted into Security (EMSD) deposit and the EMSD will be retained by the Vidyalaya up to the end of contract period. No interest will be paid on this EMSD.

11. If the contractor is not agreeable to pay EMD/security deposit the reasons there of should be specified and PAC reserves the right to accept or reject the request. If the supplier fails to complete the agreement and deposit the Security deposit within 15 days from the date of order, the claim of the tenderer shall stand cancelled.
12. The rates offered by the tenderer in the financial bid will be valid up to **30<sup>th</sup> April 2020**. If there is delay in finalization of tenders for the next session due to unavoidable circumstances, the present tenderer will have to make the supply of items at the same rate and conditions as per the contract agreement.
13. Rates should be inclusive of all kinds of taxes i.e. GST, Excise duty, sales tax, VAT, Octroi, freight charges etc. with FOR delivery up to Vidyalaya departments. No extra charges for transportation, packing, forwarding, loading and unloading will be paid by the Vidyalaya during the period of contract.
14. The rates quoted by the tenderer should be less than MRP printed on the packed items. If the sanctioned rate is more than MRP payment will be restricted to MRP. Wherever any free items/articles or complementary gifts offered by the manufacturer/dealer/distributor along with the ordered items should be provided to the Vidyalaya.
15. In the event of the acceptance of the tender and placing of orders for the supply of articles, the supplied items would be subjected for inspection of the undersigned or his committee constituted, are liable to be rejected if the items supplied are not as per the approved sample or do not conform with the specifications prescribed. The rejected items should be taken back and has to be replaced at the cost of the supplier soon.
16. The vehicle engaged by the supplier for the transportation of the goods to the Vidyalaya will be checked at the entrance of the Vidyalaya at the time of entry and exit. The supplier will ensure that the persons engaged as Driver or Labour for loading and unloading of items to conduct themselves properly. No supplier/vehicle is allowed to enter or halt in the Vidyalaya campus between 6 pm to 7 am under any circumstances.
17. The PAC do not bind itself to accept the lowest tender or rates and reserve the right to accept the quotation in whole or in part with respect to all articles mentioned in the tender or in respect of any one or more than one articles specified in the tender as they may decide.
18. The supplier for the supply of durable and non consumable items has to provide warranty/ Guaranty certificate and the EMSD will be retained up to the end of the period of such warranty/ Guaranty.
19. If the supplier fails to supply the sanctioned items within stipulated time, against the supply order, the Vidyalaya reserves the right to purchase the required quantity from open market or to get the rest of the contract completed by any other source, in such event and in emergency. Thus, the difference amount will be deducted from the payment outstanding with Vidyalaya/EMSD. If such amount is excess than the EMSD, an administrative / official action deemed fit will be taken against the supplier to recover the excess amount. In such event, the EMSD of the suppliers will be forfeited and the firm will be declared as blacklisted, by following the procedure in vogue.
20. The tender should accompany the samples wherever necessary. The samples should have the firm seal and signature of the proprietor for identification. Tender will be finalized

subject to the samples approved by the PAC. Approved samples will be retained till the completion of contract period. No payments will be made for such samples submitted by the tenderer.

21. Purchases of the items listed in the tender form will depend upon the requirements of the Vidyalaya and availability of funds. It is not binding to the Vidyalaya to purchase all the items listed in the tender form.
22. If the supplier do not supply the items within the stipulated time as per the supply order, the delay charges / penalty @ of 10% p.a. might be imposed or as decided by the PAC thereof.
23. The payment of the supply will be liable for the deduction of IT as per the income tax act 1961 sec 194(A) wherever applicable. The payment will be made through PFMS for which the tenderer is required to provide Bank details to the Vidyalaya.
24. None of the conditions imposed/ offered by the tenderer other than the vidyalaya's terms and conditions shall be accepted. Also, none of the terms and conditions laid by the Vidyalaya are struck off by the tenderer.
25. In case of any clarification, the tenderer may contact the Principal, JNV Tuljapur Dist. Osmanabad (M.S.), Phone No. (02471) 242081. 244028 (fax)
26. The JNV reserves the right to accept or reject any or all the tenders without specifying any reason thereof.
27. All legal proceedings will have the jurisdiction of Tuljapur/Osmanabad District Court.

**Principal**  
Jawahar Navodaya Vidyalaya, Tuljapur,

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**Certificate to be given by the tenderer.**  
(To be submitted alongwith Technical Bid in Packet No.1)

I/we ,.....(name of the bidder party/person/supplier) have read/gone through all the terms and conditions, enlisted above from Sr no 1 to 27 and fully agree to comply with the same to participate in the bidding or the supply of ..... items to JNV Tuljapur for the year **2019-20**.

I/we do hereby declare solemnly that my name/the name of our firm has not been blacklisted by any of the Govt. organization, PSU's, Co-operative societies etc. In case it is proved otherwise, the JNV Tuljapur will have liberty to cancel the tender/contact instantly without issuing any notice to me/us and also can proceed with other administrative /legal actions as deemed fit.

Date .... /...../2019

Signature of the tenderer/bidder  
With rubber seal of the firm