

INVITATION OF BIDS FOR ANNUAL TENDER FOR THE YEAR 2022-23
SAINIK SCHOOL KAPURTHALA

GENERAL REQUEST FOR PROPOSAL (RFP) LAUNDRY SERVICE

1. For and on behalf of The Principal Sainik School Kapurthala, the bids are invited from bidders for supply of items as per advertisement published on ____ **Sep 2022**. Tender document may be downloaded from the website of <https://eprocure.gov.in> Or www.sskapurthala.com. Bids in sealed cover are invited for supply of items listed in Part II of this RFP. Please super scribe the above mentioned title, and date of opening of the Bids on the sealed cover to avoid the Bid being declared invalid. **Vendors desirous of quoting their rates should attach a demand draft of Rs 500 in favour of Principal, Sainik School Kapurthala-144601, and Payable at Kapurthala towards the cost of incidental expenses.**

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

- (a) **Bids/queries to be addressed to.** The Principal Sainik School Kapurthala Punjab- 144601.
- (b) **Postal Address for sending the Bids.** The Principal, Sainik School Kapurthala, , Punjab- 144601
- (c) **Name/Designation of the contact personnel.** Mr Bishan Dass, QM, Sainik School Kapurthala, Punjab- 144601.
- (d) **Telephone numbers of the contact personnel.** 01822 -232283 / 01822-230184
- (e) **E-mail IDs of contact personnel.** *sskapurthala@yahoo.com*
- (f) **Fax Number.** 01822 -232283

3. This RFP is divided into Five Parts as follows:-

- (a) **Part I** . Contains General Information and Instructions for the Bidders about the RFP such as the time, place of submission and opening of tenders, Validity period of tenders, etc.
- (b) **Part II**. Contains essential details of the items / services required, such as the Schedule of Requirements (SOR), Technical Specifications, and Construction Period etc.
- (c) **Part III**. Contains Standard Conditions of RFP, Which will form part of the 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**. Evaluation Criteria & Price Bid Issues.

4. This RFP is being issued with no financial commitment and 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 not be necessary at any stage.

For and on behalf of
The Principal Sainik School Kapurthala

(Signature of the Tenderer(s))

5. All pages of this complete RFP have to be signed and attached with the bid.
6. All Legal jurisdictions will be at Court Kapurthala only.
7. I/We am/are in possession of a complete set of RFP issued by you, and have understood, and agreed to abide by the above instructions as well as those contained in the contract forms. The attached RFP forms duly completed and signed are submitted herewith.

_____2022

(Signature of the Tenderer(s)
with Office seal if any)

For and on behalf of
The Principal Sainik School Kapurthala

(Name in Block letters)
(Capacity i.e. Proprietor/Partner)

Part I – GENERAL INFORMATION

1. **Forwarding of Bids.** Following documents/sample shall be physically submitted in sealed envelope (s) indicating name of the vendor and Bid For (quoted the name of item), addressed to **The Principal Sainik School Kapurthala Punjab- 144601:-**

- (a) EMD – Please refer Para 13 of RFP
- (b) Copy of GST Registration duly attested.
- (c) Tech bid sample as per Para 3 (a) of Part I of RFP and Commercial Bid sample as per Tender Form attached with the notice.
- (d) Original Memo / Letter pad inter alia furnishing details like TIN number, GST/ VAT / CST number. It is mandatory to sign & put official seal on all pages of tender documents.
- (e) Bank address with EFT Account if applicable, etc and complete postal & e-mail address of your office. (As applicable).

2. **Last date and time for depositing the Bids.** Mentioned in the tender advertisement. The sealed Bids should be deposited / reached by the due date and time. The responsibility to ensure this lies with the Bidder. Bids should include the email-id and mobile number of the bidder.

3. **Manner of depositing the Bids:** Sealed Bids should be either dropped in the Tender Box marked as

“TENDER BOX AT SAINIK SCHOOL KAPURTHALA”

or send by **speed post/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. The bids will be submitted manually in the following manner: -

- (a) **Folder 1** will contain the Technical Bids which consists of the following documents:
 - (i). EMD – Please refer Para 13 of RFP.
 - (ii). Tender form Fee Rs 500/- for each Tender will be attached if downloaded from the School website or CPPP.
 - (iii). Attested copy of GST registration of firm, Pan card of Firms / Proprietor as applicable, Adhaar Card of Proprietor.
 - (iv). Income tax return certificate of last three Assessment years of Proprietor / Firm as applicable.
 - (v). Firm Name Bank Account Certificate.
 - (vi). Last Three year turnover cert of the firm duly certified by qualified CA for above 150% of the tender Value.
 - (vii). Affidavit for non-black listing / no legal litigations (Format for the same is attached as **APPENDIX ‘A’** to this RFP).

For and on behalf of
The Principal Sainik School Kapurthala

(Signature of the Tenderer(s))

(viii). Self-attested along with stamp at all pages of RFP is mandatory.

(ix). Tender Conditions Acceptance Certificate (Format for the same is attached as **APPENDIX 'B'** to this RFP).

(b) **Folder 2** will contain commercial bid.

4. **Time and date for opening of Bids:** Mentioned in the tender advertisement. (If due to any exigency, the due date for opening of Bids is declared as closed holiday, the Bids will be opened on next working day at the same time or any other day/ time, as intimated by the buyer)

5. **Location of the Tender Box:** **At School Main Gate of Sainik School Kapurthala.** Only those Bids those are found in the tender box will be opened. Bids dropped in the wrong Tender Box will be rendered invalid.

6. **Place of opening of the Bids.** **At Office of Administrative Officer, Sainik School Kapurthala or any other suitable place in school campus as decided by BOO.** 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.

7. **Clarification regarding contents of the RFP.** A prospective bidder who requires clarification regarding the contents of the bidding documents shall notify to the Buyer in writing about the clarifications sought not later than 07 (seven) days prior to the date of opening of the Bids. Copy of queries and clarification by the purchaser will be sent to all prospective bidders who have received the bidding documents.

8. **Modification and Withdrawal of Bids.** A bidder may modify or withdraw his bid after submission provided that the written notice of modification or withdrawal is received by the Buyer prior to deadline prescribed for submission of bids. A withdrawal notice may be sent by fax but it should be followed by a signed confirmation copy to be sent by post and such signed confirmation should reach the purchaser not later than the deadline for submission of bids. No bid shall be modified after the deadline for submission of bids. No bid may be withdrawn in the interval between the deadline for submission of bids and expiry of the period of bid validity specified. Withdrawal of a bid during this period will result in Bidder's forfeiture of bid security.

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

10. **Rejection of Bids.** Canvassing by the bidder in any form, unsolicited letter and post-tender correction may invoke summary rejection of the tender.

11. **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.

For and on behalf of
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12. **Validity of Bids.** The Bids should remain valid till one year from the agreement and extendable upto 3 months in case of state emergency.
13. **Earnest Money Deposit.** EMD is not required to be submitted by Bidders according to Govt of India, Ministry of Finance Office Memorandum No. F. 9/4/2020-PPD dated 12th Nov 2020. Further, In lieu of Bid Security, 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.
14. **Forfeiture of the Security.** The bid security money will be liable to be forfeited if the bidder withdraws or amends, impairs or derogates from the tender/quotation in any respect within the validity period of his tender. If the services of 'Washer-man' are not given as per the specification in the schedule to this contract. No Decree order is required for forfeiture of Bid Security which follows on default and should be credited at once to the Government Account.
15. **Security Money Deposit.** Successful bidder is to deposit the security money (@ 3% of 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 letter. If the bidder fails to deposit the security money on due date, the bid will be treated as cancelled and tender will be awarded to next lowest (L 2) bidder.
16. **Submission of Samples. (If applicable)** Bidders will deposit of true sample of items which the vendor wishes to supply of the product for which the rates have been quoted by the tenderer will be available at the time of opening the tenders at Sainik School Kapurthala duly sealed and signed by the authorized representative or proprietor of the firm.
(Note: After opening of Bids, sample as mentioned above will be retained only for L-1 Bidder. Rest of samples will be returned. If the rejected vendors fail to lift their samples within 10 days of the opening of bids, the same shall be destroyed by a Board of Officers)
17. These instructions on 'Invitation to Bid' are to be signed by you and returned alongwith your bids.
18. Tenders that do not comply with the above conditions are liable to be rejected.

Part II- Essential Details of items required

19. **Consignee Details.** Principal Sainik School Kapurthala.

Part III – STANDARD CONDITIONS OF RFP

20. 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. Supplier in the Contract) as selected by the Buyer. Failure to do so may result in rejection of the Bid submitted by the Bidder.
21. **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.
22. **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.

For and on behalf of
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(Signature of the Tenderer(s))

23. **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 delivery of item or performance, which cannot be settled amicably, may be resolved through arbitration. The standard clause of arbitration is as per Forms DPM-7, DPM-8 and DPM-9 (Available in MoD website and can be provided on request). No attribution or case in the name of the incumbent will be filed in any court/tribunal/body with respect of the subject contract. All disputes / arbitration will be subject to jurisdiction of Kapurthala only.

24. **Penalty for use of Undue influence.** The supplier undertakes that he has not given, offered or promised to give, directly or indirectly, any gift, consideration, reward, commission, fees, brokerage or inducement to any person in service of the Buyer or otherwise in procuring the Contracts or forbearing to do or for having done or forborne to do any act in relation to the obtaining or execution of the present Contract or any other Contract with the Government of India for showing or forbearing to show favor 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 Supplier or any one employed by him or acting on his behalf (whether with or without the knowledge of the Supplier) or the commission of any offers by the supplier 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 Supplier and recover from the Supplier 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 Supplier. Giving or offering of any gift, bribe or inducement or any attempt at any such act on behalf of the Supplier 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 favor in relation to this or any other contract, shall render the Supplier 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.

Also penalty of Rs 1,000/- per day may be imposed for the following incidents:

- (i) Non functioning of Iron & Steam Iron.
- (ii) Non availability of required manpower.
- (iii) Misconduct of hired manpower with the school staff/cadets.
- (iv) Loss of uniform or any cloth by vendor.

25 **Quality Check.** Each wash should be of satisfactory standard. Any unsatisfactory wash will be rejected and no payment will be made for such wash. All clothes must be laid out properly for inspection before acceptance.

26. **Agents / Agency Commission.** The Supplier confirms and declares to the Buyer that the supplier/Supplier 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 Supplier; 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 Supplier 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 Supplier 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

For and on behalf of
The Principal Sainik School Kapurthala

(Signature of the Tenderer(s))

the signing of this contract, the Supplier will be liable to refund that amount to the Buyer. The Supplier 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 Supplier 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.

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

28. **Liquidated Damages.** In the event of the Supplier's failure to submit the Bonds, Guarantees and Documents, supply the stores / goods and conduct trials, 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 SUPPLIER 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 part of a week, subject to the maximum value of the Liquidated Damages being not higher than 10% of the value of delayed stores.

29. **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 Supplier is declared bankrupt or becomes insolvent.
- (b) The Buyer has noticed that the Supplier has utilized the services of any Indian / Foreign agent in getting this contract and paid any commission to such individual/company etc.
- (c) As per decision of the Principal.

30. **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.

31. **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.

32. **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 Supplier 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 Supplier shall be responsible for the completion of the supplies including spares, tools, technical literature irrespective of the fact of infringement of the supplies, irrespective of the fact of infringement of any or all the rights mentioned above.

For and on behalf of
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(Signature of the Tenderer(s))

33. **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).

Part IV – SPECIAL CONDITIONS OF RFP

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

35. Terms of Payment.

(a) In case cadets are not present in the school or school will remain closed, during the period of contract, 10% of lump sum rate per person will be payable by school to contractor as retention fee during the above said period.

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

Instructions to Supplier

36. The Principal, Sainik School Kapurthala shall not be responsible for any injury or loss of life that may take place while on such job. Compensation or expenditure towards treatment for such injury or loss of life shall be the whole responsibility of the Supplier.

37. Personal bag and baggage of the contract personnel of the Supplier shall be liable for physical check both at the time of entry and exit from the establishment.

38. In case of any theft or breakage of school property by the Supplier's personnel, the cost will be borne by the Supplier. Any breakage found prior to the date of the contract work shall be brought to the notice of **The Principal, Sainik School Kapurthala**.

39. The Supplier shall not allow or permit his workers to participate in any trade union activities or agitation in the premises of the establishment.

40. The contract shall remain valid for a period of one year from the effective date of contract. On expiry of the term, the contract may be renewed on mutual consultation by both parties, on the terms and conditions as mutually agreed to.

41. All clothes will be collected by the contractor and total number of clothes will be entered in a separate register, maintained separately for each house for each cadet. House Captain signature, Hostel Supdts signature along with the Dhobi's signature will be annotated in the particular register. This register will be put up for Adm Officer's signature once in a week and the clothes will be returned to Cadets only through their representative/ Matron/ Hostel Supdts.

42. No item of clothing would be taken outside the school premises. The clothes will be washed clean and cotton clothes will be starched properly.

For and on behalf of
The Principal Sainik School Kapurthala

(Signature of the Tenderer(s))

43. Any loss caused to clothes due to washing/ironing/Dry cleaning will be fully made good by the contractor.

44. Delay in wash/ironing/Dry cleaning will not be accepted except for reasons beyond control of the Washer-man contractor like - bad weather/or no supply water/Electricity etc.

45. Further to the above, all terms and conditions mentioned in the contract agreement followed by a condition which may occur as need of the hour during the contract period and decided at that time the deed will have to be accepted, if selected for award of contract.

46. **Force Majeure clause**

(a) Neither party shall bear responsibility for the complete or partial nonperformance 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 Pandemic, 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 after the conclusion of the present contract.

(b) In such circumstances the time stipulated for the performance of an obligation under the present contract is extended correspondingly for the period of time of action of these circumstances and their consequences.

(c) The party for which it becomes impossible to meet obligations under this contract due to Force Majeure conditions, is to notify in written form the other party of the beginning and 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 6 (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.

PART V – EVALUATION CRITERIA & PRICE BID ISSUES

47. **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 will be considered for award of the contract, **after price negotiations**.

(b) In respect of Two-Bid system, the technical Bids forwarded by the Bidders will be evaluated by the Buyer with reference to the technical characteristics of the equipment as mentioned in the RFP. The compliance of Technical Bids would be determined on the basis of the parameters specified in the RFP. The Price Bids of only those Bidders will be opened whose Technical Bids would clear the technical evaluation.

(c) The Lowest Bid will be decided upon the lowest price quoted by the particular Bidder. 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.

For and on behalf of
The Principal Sainik School Kapurthala

(Signature of the Tenderer(s))

(d) 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/ GST 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/GST duty upto 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/GST, it should be brought out clearly. Stipulations like, excise duty was presently not applicable but the same will be charged if it becomes livable later 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 Bidders 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.

(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 composite tender will be given to the L-1 vendor. The Buyer also reserves the right to do Apportionment of Quantity, if it is convinced that Lowest Bidder is not in a position to supply full quantity in stipulated time.

48. The final decision of who is to be awarded the contract is left completely to The Principal, Sainik School Kapurthala.

Appendix 'A'

(To be given on Company Letter Head)

To

The Principal
Sainik School Kapurthala
Punjab-144601

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 organization in India before submission of this bid document.

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 Kapurthala
Punjab- 144601.

Subject: **Acceptance of Terms and Conditions of Tender.**

Tender Reference No.:

Name of Tender/Work:

Dear Sir,

1. I/We have downloaded/obtain the tender documents(s) from the above mentioned Tender/Work from the website(s) namely: _____

_____ as per your advertisement, given in the above mentioned website(s).

2. I/We hereby certify that I/We have read the entire terms and conditions of the tender documents (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.

3. The corrigendum(s) issued from time to time by your organization too have also been taken into consideration, while submitting the acceptance letter.

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

5. In case any provision of this tender are found violated, then your organization shall without prejudice to any other right or remedy be at liberty to reject this tender/bid including the forfeiture of the full said earnest money deposit absolutely.

Yours Faithfully,

(Signature of the bidder, with official seal)

BID SECURITY DECLARATION FORM (To be given on Company Letter Head)

Date _____

Tender No _____

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)
In the capacity of _____ (Insert legal capacity of person signing the Bid Securing Declaration)

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 _____ days of _____ (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.)

Certified that I hereby accepts all terms and Conditions of this RFP