

SAINIK SCHOOL KAPURTHALA
INVITATION OF BIDS TO “CONTRACT OF AGRICULTURE LAND
AND ORCHARD” (WITH BORE WELL AND IRRIGATION FACILITY)
FOR ONE YEAR

GENERAL INFORMATION AND TERMS & CONDITIONS

1. For and on behalf of The Principal Sainik School Kapurthala, the bids are invited from bidders for contract of Agriculture Land and Orchard as per advertisement published on 16 Dec 2021. The document may be downloaded from the website of <https://eprocure.gov.in> Or www.sskapurthala.com Bidders 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 Tender Fee.

2. The address and contact numbers for sending Bids or seeking clarification regarding this **Lease of Agriculture Land and Orchard** are given below: -

(a) **Bids/queries to be address 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 Pardeep Kumar, Officiating 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. I/We am/are in possession of a complete set of **TERMS & CONDITIONS** issued by you, and have under stood, and agree 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.

_____ 2021

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

**TERMS & CONDITIONS FOR “CONTRACT OF AGRICULTURE LAND
AND ORCHARD (WITH BORE WELL AND IRRIGATION FACILITY”
OF SAINIK SCHOOL, KAPURTHALA FOR ONE YEAR**

1. The Contractor is also required to submit a Bank Guarantee of 10% of the total Amount. Bank guarantee of any Nationalized Bank in favour of “**Principal Sainik School Kapurthala**” in shape of fix deposit (hereinafter called the Bank Guarantee) as security for the due and faithful performance of this contract by him. The Bank Guarantee will be liable to be forfeited at the time of breach or non-performance of the contract by the Contractor or any clauses thereof on the part of the Contractor. The bank guarantee will be refunded after successfully completion of the contract subject to no dues certificate issued from Adm Officer, Sainik School, Kapurthala. This deposited amount will not carry any interest.
2. That the Adm Officer for and on behalf of the Principal, Sainik School, Kapurthala will grant permission to the contractor to cultivate the Agricultural Land and Orchard (Mango & Jamun trees in the farm area only) of Sainik School, Kapurthala for a period of 01(one) year) i.e. from the date of agreement.
3. The Adm Officer, Sainik School, Kapurthala will authorize any person working under him as he may wish to operate the contract on his behalf and the contractor and his assistants/servants/employees/agents will accept and carry out instructions given by the officer (or his representative) in connection with the contract as if those were issued by the Adm Officer, Sainik School, Kapurthala.
4. The contractor shall not charge or be paid for such loss or damage to the crops in any manner which he/she has sown/harvested/reaped/transported and the Adm Officer, Sainik School Kapurthala shall not be liable for the said loss or damage.
5. The contractor shall apprise himself and his assistants/servants/agents/to conform to any instructions to ensure the safety, security, cleanliness of the Sainik School Kapurthala campus and agricultural land and orchard and respectful behavior that may be given by the Adm Officer, Sainik School, Kapurthala or his representatives.
6. The period of this contract shall be for one (01) year from the date of agreement. The contractor, depending upon the agreement, shall vacate the agricultural land and orchard of Sainik School Kapurthala on expiry of the contract.
7. Reserve rate per acres is Rs 30,000/- (Thirty Thousand) per year for lease of agricultural land and Rs 1,00,000/- (One Lac) per year for Orchard. It will be compulsory for the contractor getting the agricultural land and Orchard. Farm Land will be given to the highest cumulative bidder.
8. Successful bidder is to deposit the security money @ 3% of total value of the lease of agricultural land 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 highest (H 2) bidder.
9. The payment of 60%, (in advance) of total value of the lease amount and orchard is required to be deposited at the time of signing of agreement and the balance 40% amount will be deposited after six months from the date of agreement. The contractor’s security or any balance thereof remaining at the end of the contract shall not be returned to him until his accounts have been finally audited and settled and until he has executed the usual “No Demand Certificate”. This security will not carry any interest.

For and on behalf of
The Principal Sainik Kapurthala

(Signature of the Tenderer(s))

10. The contractor shall keep in the area under cultivation, animals or implements, as shall be deemed to be necessary by the Adm Officer for the sole purpose of cultivation of the land only.

11. That all matters relating to cultivation of land, ploughing, sowing of seeds, watering, cropping, digging, Manuring and control of pesticides etc will be carried out as necessary for cultivation purpose only.

12. The school Electrical connections located in the farm area is to be used by the Contractor for farm irrigation facility only. The Electrical charges/fines of these bore wells imposed by the Punjab State Electricity Board be paid by the Contractor and they shall be liable to pay any fine, bill, tax etc imposed by PSEB. In case any repair is required to be carried out in bore wells, the expenditure will be borne by the contractor himself.

13. Seeds of the crops to be sown on the land, fertilizer to be applied to various crops at the land will be procured by the contractor directly at his own expenses and risk.

14. That the contractor shall look after the existing boundary walls, trees and any other structure existing on the said land. Any loss or damage incurred shall be made good by the contractor. Security of farm area/ crops security will be his sole responsibility during the contract period.

15. That the contractor shall pay, as and when due to be paid to the school or the Government of Punjab, in respect of the said land or any part there of:-

- (a) Water charges
- (b) Electricity charges
- (c) Taxes in respect of land, crop, seed or income.
- (d) Any other charges imposed by competent authority under the law from time to time.

16. That the contractor will use only those routes as specified by Adm Officer Sainik School Kapurthala i.e. Stadium Road and exit will be through the road adjoining leading to the main gate. The employees, tractor-trolley and cattle will not be allowed to pass to the land through the school campus / main gate road / staff quarters / palace building / Cadet Hostels. The contractor will ensure that no unauthorized equipment & person will enter into the school campus on his behalf.

17. The contractor shall not sublet the said land further under any circumstances. The Contractor will keep all pesticides under lock and key and use only permissible pesticides under prescribed safe limits.

18. No cutting, pruning or trimming of trees is permitted under any circumstances. **No burning of foliage / Parali is allowed** and contractor may take all necessary measures to avoid fire hazard.

19. The contractor will be responsible to guard the farm land against any encroachment by any person(s). He is not permitted to enter into Hostel area and staff quarters.

20. The Contractor will submit a list of all the employees with ID proof/ assistants with details those who are working under him and staying within the school campus with proper Police Verification. He will be personally responsible for the proper behavior and conduct of his representative or employee(s) or servant(s) employed in the farm. Any change of these employees, their particulars will be intimated to the Adm Officer in writing within one week of change. Contractor should supply the Photo & details of all the employees with their residence proof.

21. That the Sainik School, Kapurthala or any other person(s) of Sainik School, Kapurthala shall not be responsible for any dispute between the contractor and his employees working on the land.
22. The contractor will sow only seasonal crops except Sugar Cane, Water Melon and Maize in the farm area. Contractor will not construct any structure.
23. The urine, dung and other litter of cattle and other young stock if kept by the contractor on the land will be stored in proper manure pit.
24. No compensation will be paid by the Adm Officer, Sainik School, Kapurthala or any other person(s) for the failure of crop(s) etc due to any reason(s) or cause(s) or natural calamity.
25. All money or compensation payable by the contractor to the Sainik School Kapurthala under the terms and conditions of the contract may be deducted from his security or from any sums, which may be due or may become due to him by Sainik School Kapurthala under the contract.
26. In the event of the security/bank guarantee being reduced because of any non-compliance 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.
27. The Adm Officer, Sainik School Kapurthala may rescind the contract for the following reasons:-
 - (a) If the contractor assigns or sublets the contract without the Adm Officer's written approval or if the contractor attempted to do so, the entry of Contractor or Sublets will be banned at main gate and other access of School.
 - (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.
28. The contractor shall be liable to pay rent for any buildings/house, if and when occupied by him in the course of his contract at the rate to be fixed by the Adm Officer, Sainik School Kapurthala.
29. The contractor's security / bank guarantee or any balance thereof remaining at the end of the contract shall not be returned to him until his accounts have been finally audited and settled and he has executed the usual "No Demand Certificate".
30. All payments due by the contractor under this contract will be made in favour of Principal, Sainik School, Kapurthala.
31. Notwithstanding anything herein before contained, the Adm Officer, Sainik School Kapurthala may recover from the contractor as compensation such sums as he considers reasonable, if he fails to observe or perform any conditions of the contract.

For and on behalf of
The Principal Sainik Kapurthala

(Signature of the Tenderer(s))

32. If during the currency of the contract, specification of any terms and conditions are to be changed, the contractor shall continue to hold the agricultural land with orchard of Sainik School Kapurthala in accordance with the new specifications which will be mutually agreed to in writing at the time of such change by the Adm Officer, Sainik School Kapurthala.

33. Notwithstanding anything to the contrary herein contained, the contract may be terminated by the Adm Officer, Sainik School Kapurthala by giving the contractor a one month notice in advance without assigning any reason and without the contractor being entitled for any compensation on this account.

34. By virtue of the contractors 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 unauthorised person/persons.

35. The contractor will acknowledge that he has made himself fully acquainted with all the terms and 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. He shall not plead ignorance of any of these and not give excuses in case of complaints against him or his assistants/employees/agents or with a view whether to asking for concession of any kind agreed to in the deed or to evading any of the obligation under the Farming out deed.

36. All queries relating to the execution of the terms and conditions of this tender and all disputes and differences which shall arise on any other matter relating to this terms and conditions covering different issues or payment or with regard to construction of any structure, meaning and effect of this terms and conditions or any part thereof shall be referred to the sole arbitration of the Principal Sainik School Kapurthala whose decision shall be final.

37. That the Adm Officer, Sainik School Kapurthala shall have the right to recover damages from the contractor for any loss which may result from his non-compliance of any of the above terms and conditions.

38. Without prejudice to any of the clauses of this lease, the Adm Officer, Sainik School Kapurthala, in the event of any breach of the terms and conditions on this lease on the part of contractor may terminate this contract forthwith and may charge the contractor for any loss or damage sustained by the Adm Officer, Sainik School Kapurthala as a result of such breach on the contractor's part and the amount so demanded shall be made good from the security / bank guarantee, after a written notice is sent to that effect by the Adm Officer, Sainik School Kapurthala.

39. Arbitration: All dispute(s) or difference(s) arising between the parties hereto touching the subject matter of this Farm of the respective rights and duties under these present, except those decision(s) whereof is herein before specially provided for shall be referred to the sole arbitration of the Principal, Sainik School Kapurthala, whose decision shall be final and binding on both the parties. There will be no objection that the arbitrator is a Government Servant that he had to deal with matter to which the contractor relates of that in the course of his duties as a Government Servant, he has expressed views on all or any of the matter(s) in the dispute(s) or difference(s). No attribution or case in the name of the incumbent will be filed in any court/tribunal/body with respect of the subject contract.

40. Notice: All notice under the provisions of the terms and conditions of the Farm area to be served to the Principal Sainik School Kapurthala or sent by registered post by the contractor OR any information/instructions sent by registered post/or in verbal by the Principal Sainik School Kapurthala will be followed/served by the Contractor.

41. In case, the contractor fails to deposit the 2nd installment` in time, maximum of 30 days extension can be given provided he requests in writing for such an extension before the expiry of the period on which the installment is to be paid, he will be liable to pay interest on total amount of 2nd installment to be paid at the rate of 15% Per Annum.

42. The Contractor cannot claim any right over the Farm land / orchard after the expiry / termination of the contract, whichever is earlier.

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

For and on behalf of
The Principal Sainik Kapurthala

(Signature of the Tenderer(s))

TENDER ACCEPTANCE LETTER (To be given by the bidder)

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)