

**EKALAVYA MODEL RESIDENTIAL SCHOOL, KIRMIRA**  
**DIST: JHARSUGUDA, ODISHA, PIN: 768220**

**Tender Notification: EMRS Kirmira/Tender/2026-27/03, Date: 23-06-2026**

**TERMS AND CONDITIONS OF THE TENDER NOTICE**

- 1 The supplier/tenderer shall be deemed to have carefully examined the terms and conditions, specifications, etc of the item to be supplied. If he has any doubt as to the meaning of any portion of the conditions, specifications he may refer to the EMRS and get clarification from school office / Principal before sending the bid.
- 2 The bidder must enclose all relevant and valid documents needed to apply for tender such as FSSAI Certificate, PAN, GSTIN, Aadhaar, Income Tax Return, GST Return as prescribed by the Government. If the bidder seeks any exemption, the necessary supportive documents should be submitted.
- 3 The sealed tenders complete in all respects must reach "The Principal Ekalavya Model Residential School, Kirmira, Block: Kirmira, Dist: Jharsuguda, Odisha, Pin: 768220, by registered post, speed post or by hand (during working hours).
- 4 Last date for submission of tender is 14-07-2026 (by 05:00 pm).
- 5 Technical bid and financial bid should be packed in separate envelopes superscribed with proper heading so that it can be identified by the tender opening committee. Please see instructions how to submit tender form.
- 6 The tenders will be opened in the Principal Office of EMRS Kirmira, Dist: Jharsuguda on 15-07-2026 at 11:00 am in presence of committee constituted for opening and evaluation of tender. Proprietor or their representative must be present at least 30 minutes before opening the tender.
- 7 No rate will be accepted over and above the MRP, hence it may be ensured that rates quoted by firms are below MRP.
- 8 Various schemes of discount and free items offered by the manufacturer / distributor have to be extended to the school.
- 9 It is compulsory to quote rates of all the items given in the tender form, if not quoted, Committee will decide whether he/she will be eligible to take part in tender opening or not.
- 10 In case of items supplied other than the approved brand, specifications, make or size, the same shall have to be replaced immediately by the supplier without extra cost. In case of any article supplied is not being approved, then expenses or loss caused to EMRS as a result of rejection or replacement of supplies, shall be entirely impose to the account of the supplier.
- 11 Principal of EMRS Kirmira shall have at all reasonable time access to the supplier's premises and shall have the power and all reasonable time to inspect and examine the materials and workmanship of all the material as the case may be.
- 12 Self-life of packaged or branded items must have 75% remaining period based on date of manufacturing and date of expiry.
- 13 On delivery of items, the suppliers must have to submit original GST Bill / Delivery challan with purchase order to the school.
- 14 If the items supplied are found damaged, mutilated, substandard or not conforming to the standard as per contract, the same will be rejected and the supplier shall have to replace the same immediately without any extra cost. The date of supply of replacement will be treated as the date of delivery and not the original one. Any expenses incurred/loss suffered by EMRS on this supply shall be debited from the supplier's A/c.

- 15 The rejected articles must be immediately removed by the supplier from the destination at the time of verification. The EMRS shall not be responsible for any loss, shortage, damage, etc.
- 16 Supply of grocery items must be within 3 days from date of supply order. The supply of vegetables, non-veg and dairy products should be either on the same day or next day from date of supply order. If items are not received within prescribed time, then the items will be procured from L2 firm / open market and difference of price will be recovered from L1.
- 17 In case of urgency, the supply of items must be within 24 hours. Whether it is urgent or not, it will be decided by school authority.
- 18 Supply order (grocery items) will be sent through email. In case of urgency WhatsApp or other telephonic mode will be used to send supply order.
- 19 There are two hostels (Boys and Girls Hostels) in the school. Delivery of items should be done in both the hostels as per instruction of Mess Incharge / School Authority.
- 20 If supplier fails to supply items (maximum 3 times) within the prescribed date and given quantity then the school authority will have right to cancel the tender and EMD amount will be forfeited. The school authority will be free to procure items from L2 firm.
- 21 The supplier shall be responsible for the proper standard packing so as to avoid damage under normal conditions of transport by road and shall ensure delivery of the materials in good condition to the consignee. In the event of any loss, damage, torn/cut or any shortage found on checking/inspection of the materials by the consignee, in the presence of supplier.
- 22 The proposed rate by the tenderer includes all Central, State and Local Taxes & Duties, Freight and other charges and is on F.O.R. destination basis.
- 23 The successful tenderer should deposit Security Money (SD) within period of 07 days from the selection of tender immediately after signing an agreement for supply on stamp paper of Rs. 100/-. This should be in the Shape TDR pledged in favour of Principal EMRS Kirmira payable at Kirmira of any Nationalized bank only. The exact amount of security deposit as per the annual demand of the school will be intimated to the tenderer by EMRS otherwise he / she may be rejected & L2 will be considered.
- 24 There should not be any overwriting or correction in the tender. If figure is to be amended it should be neatly scored out, the revised figure written above.
- 25 If the Supplier will not supply the material within the stipulated time & as per tender specifications, the Security Deposit Money (SD) will be forfeited and the tenderer may be black listed for future transactions with EMRS Kirmira without further reminder / information to parties.
- 26 Remittance charges on payment made to the supplier will be borne by the supplier.
- 27 The bidder must bring sample (wherever asked for grocery items) on the day of opening tender and should be shown to the committee. If the bidder fails to bring the sample or the sample is inferior quality it will be the discretion of the committee to accept or reject the tender of the concerned firm.
- 28 If sample submitted by L1 is not found satisfactory by the committee member, then the firm will not be considered as L1. The committee will take appropriate decision.
- 29 In case of tie of rate quoted by the bidder, selection of L1 will be decided by the committee at its discretion.
- 30 The payment will be done only after proper verification bills / invoice by the school authority. It may take 15 to 45 days from the date of receiving the bill. TDS on GST will be deducted as per prescribed govt norms.
- 31 All documents should be self-attested by tenderer.

- 32 The Contract is valid for one year. It may extend for another year on the approval by the tender committee. Security money will be refunded only within 6 months from the date of completion of tender. No interest amount will be given for EMD and Security Money.
- 33 The school authority have right to visit the store / godown of the supplier at any time to ensure proper hygiene of the products.
- 34 The selected bidder shall deliver the items at EMRS Kirmira in between 8 am to 5 pm on all working day & supply at odd hours will be avoided at all cost.
- 35 To ensure transparency and timely payment, all supplies to the EMRS Kirmira should be invariably accompanied by cash bill. No supplies without cash bill will be accepted under any cost. The EMRS Kirmira reserves the right to refuse items not accompanied by bill/invoice.
- 36 If there is any new guidelines/circular/notice issued by the govt within date of tender notification and date of tender opening, those guidelines/circular/notice must be acceptable by the bidder.
- 37 EMRS KIRMIRA, DIST: JHARSUGUDA SHALL HAVE THE RIGHT TO ACCEPT OR REJECT ALL TENDERS WITHOUT ASSIGNING ANY REASON THEREOF.
- 38 THE EMRS RESERVES THE RIGHT TO INCREASE OR DECREASE OR CANCEL QUANTITY MENTIONED IN THE TENDER NOTICE OR SUPPLY ORDER AT ANY TIME WITHOUT ASSIGNING ANY REASON AT THE RISK AND COST OF THE SUPPLIER/TENDERER.
- 39 DECISION OF TENDER COMMITTEE SHALL BE FINAL IN ALL RESPECT RELATED TO TENDER. IN CASE OF ANY DISPUTE THE DECISION OF TENDER COMMITTEE WILL BE FINAL. THE COMMITTEE WILL HAVE SOLE RIGHT TO INTERPRET ANY OF THE CLAUSE MENTIONED ABOVE.
- 40 THE COMMITTEE SHALL HAVE RIGHT TO ADD, REMOVE OR MODIFY ANY OF THE CLAUSE MENTIONED ABOVE AT ANY TIME.

Signature of Tenderer with Seal

For the interpretation of the tender conditions, the decision of the EMRS Kirmira will be final. The above terms and conditions are acceptable to us and these conditions will constitute the conditions of contract between me/us and EMRS Kirmira, the moment our tender/proposal is accepted and firm supply order is issued.

**Witness (Signature, Name & Address)**

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|---------------|--|
| Witness Name: |  |
| Mobile:       |  |
| Address:      |  |
| Signature:    |  |