

REGISTERED/ SPEED POST

**E-File No. D-13024/1/2018-S&S**

**LAL BHADUR SHASTRI NATIONAL ACADEMY OF ADMINISTRATION,  
GOVERNMENT OF INDIA  
MUSSOORIE- 248 179 UTTARAKHAND**

Ph: 0135-2222000

Fax: 0135-2632350/ 2632720

Dated: 1.5.2023

**LIMITED TENDER NOTICE FOR RESPONSIVE BID**

Sealed tenders subscribed as "**TENDER FOR GREEN GRASS**" are invited by the undersigned so as to reach this office by 1600 hrs. on or before 22.5.2023. The tenders will be opened on next working day in the presence of the attending tenderers.


2. This tender enquiry has Schedules and appendices as follows:

- (i) Annexure-1: Detail of work to be Executed through this tender
- (ii) Annexure-2: Terms and Conditions of the Contract
- (iii) Annexure-3: Bid Form
- (iv) Annexure-4: Bid Security Form
- (v) Annexure-5: Security Deposit Form
- (vi) Annexure-6: Price Bid- Rate offered by the tenderer

Sl.	Key Event	Date
1.	Last Date for Submission of Bids	22.5.2023 (1600 hrs.)
2.	Date of opening of Financial Bid	23.5.2023 (1100 hrs.)
4.	Cost of Tender	NIL
5.	Earnest Money	Rs. 25000/- in shape of Demand Draft/ FDR/ Banker's Cheque or Bank Guarantee from any of the commercial banks in favour of Director, LBSNAA, Mussoorie
6.	Venue for opening of bid	Office of the Chairman, Tender Opening Committee, Lal Bahadur Shastri National Academy of Administration, Mussoorie.

3. Detailed Tender document can be downloaded from our portal at [www.lbsnaa.gov.in](http://www.lbsnaa.gov.in) or Deputy Director i/c Store & Supply or Shri Kailash Chand, Administrative Officer, Store & Supply may be contacted for any clarification. Tender is to be sent at the following address in hard copy:

The Director,  
Lal Bahadur Shastri National Academy of Administration,  
Mussoorie- 248 179  
Distt. Dehradun

  
(Disha Pannu)  
Deputy Director/  
I/c Riding Section

## INTRODUCTION

Lal Bahadur Shastri National Academy of Administration, Mussoorie is an institute of the central Government under the Department of Personnel and Training. It is situated at Mussoorie and undertakes the training of the IAS Officers and Probationers of the All India and Central Services selected through the UPSC.

## SCOPE OF WORK

- i) The Bid submitted by the firm should be a **COMPREHENSIVE BID** i.e. the firm quoting lowest total amount for all the mentioned items taken together will be selected for bid.
- ii) Lal Bahadur Shastri National Academy of Administration, Mussoorie is proposing to buy Green Grass suppliers who are willing to supply the same. Rates of Green Grass are therefore, invited from the reputed suppliers. The rate are to be submitted in **Annexure-6**
- iii) Rates quoted should be valid for 12 months (**w.e.f. -----2023 to -----2024**) and further extended for two more years at mutual consent.
- iv) The supply of the Green Grass has to be made within 24hrs. from the date of supply order.
- v) If there is any complaint about the quality of the product, the remaining quantity in the particular batch will be returned to the supplier and value equal to the quantity returned will be recovered from the supplier.
- i) Sealed bids along with the Earnest Money Deposit (**EMD**) of **Rs. 25000/-** (Rs. Twenty-five thousands only) in form of Account Payee Demand Draft/Fixed Deposit Receipt, Banker's Cheque or Bank Guarantee from any of the commercial banks (**in format at Annexure- 5**) in favour of the Director, Lal Bahadur Shastri National Academy of Administration at Mussoorie and other enclosure (para are invited from the reputed Vendors/Suppliers for the supply of Green Grass. Bids received without the EMD will be rejected summarily. All bids duly sealed/taped and clearly marking the type of content, bidder's name and address on the top of the sealed envelopes.

### Note:

- ✓ Actual payment shall be computed on the basis of rates quoted per quintal and delivery charges.
- ✓ The price quoted should be inclusive of all charges including all applicable taxes(including GST), freight and handling charges and all other miscellaneous expense

## INSTRUCTIONS TO BIDDERS/TENDERERS

1. The services required, bidding procedures, bid form, contract terms and instructions are prescribed in the bidding documents. The bidder is expected to examine all instructions, forms, terms and conditions, specifications, schedule to tender, and other documents before quoting. Failure to furnish all information required or submission of bid substantially responsive to the bidding documents in every respect will be at the bidder's risk and may result in rejection of its bid.

**DETAIL OF WORK TO BE EXECUTED THROUGH THIS TENDER**  
**(Item and quantity for Purchase of Green Grass)**

Sl. No.	Name of Items	Quantity Demanded
1.	Green Grass	4200 kg.
2.		
3.		

  
**(Disha Pannu)**  
**Deputy Director/**  
**I/c Riding Section**

## TERMS AND CONDITIONS OF THE CONTRACT

### 1. The Tender

The bidder shall indicate the price of the item indicated.

- (a) The prices quoted must be net per quintal and also **delivery charges at Lal Bahadur Shastri National Academy of Administration, Mussoorie** as shown in the Schedule.
- (b) The rate must be stated for the separately both in words and figures. If there is discrepancy between the price quoted in word and figures, the price quoted in words would be treated as final.
- (c) The price should be inclusive of GST.
- (d) The price quoted by the tenderers should be firm and inclusive of octroy, freight and forwarding charges, handling charges, loading and unloading charges, insurance charges, any other tax/charges inclusive of GST.

The prices once accepted by LBSNAA shall remain valid till the successful execution of the order and till supplies are fully effected and accepted.

### 2. Terms of Delivery

- (i) The order for supply of Goods specified in the tender document will be placed as and when the Tender is finalized.
- (ii) The Goods must be delivered within 24hrs. counted from the date of placement of order for the same.
- (iii) The Goods must be delivered at Lal Bahadur Shastri National Academy of Administration, Mussoorie within the working hours i.e. 9 A.M. to 5 P.M. Failure to deliver Goods at the above mentioned time and place will be deemed as non-delivery.
- (iv) If Goods are not supplied within 24hrs. of placing the order, the contract shall become liable to be terminated and the Security Deposit will be forfeited.

### 3. SUBMISSION OF BIDS

#### 3.1 Sealing and Marking of Bids

The bidder must submit his Bid in sealed envelopes in the sequence mentioned below: Each page will be duly signed and serially numbered. Corrections or overwriting duly attested.

- (a) **Bid Letter on the letter head of firm.**
- (b) **Price Schedule (in Annexure-6)**
- (c) **Earnest Money Deposit**
- (d) **Annexure**
  - i. Annexure-1: Copy of valid TIN registration certificate
  - ii. Annexure-2: Copy of GST certificate

Sealed envelopes shall be addressed to the Director, Lal Bahadur Shastri National Academy of Administration, Mussoorie. Please write the **Tender Notice No. D-3024/1/2018-S&S for Green Grass** on the envelop.

#### 3.2 Deadline for Submission of Bids

- (i) Bids must reach Lal Bahadur Shastri National Academy of Administration, Mussoorie not later than the time and date specified in the Tender Document. In the event of the specified date for the submission of bids being declared a holiday for Lal Bahadur Shastri National Academy of Administration, Mussoorie, the bids will be received till the next working day.

- (ii) The Director, Lal Bahadur Shastri National Academy of Administration, Mussoorie may at his discretion extend this deadline for submission of bids in which case all rights and obligations of Lal Bahadur Shastri National Academy of Administration, Mussoorie and bidders previously subject to the deadline will thereafter be subject to the deadline as extended.

### **3.3 Late Bids**

Any bid received by Lal Bahadur Shastri National Academy of Administration, Mussoorie after the deadline for submission of bids prescribed by Lal Bahadur Shastri National Academy of Administration, Mussoorie will be rejected and/or returned unopened to the bidder.

## **4. BID OPENING AND EVALUATION**

### **4.1 Opening of the Bids**

Lal Bahadur Shastri National Academy of Administration, Mussoorie will open all the Bids on the date, time and the place specified in the Tender document if the EMD is submitted as per requirement. The bid will be opened in the presence of bidders' representatives, who choose to attend the same. The bidder or bidders' representatives present there, shall sign a register evidencing their attendance.

## **5. AWARD OF CONTRACT**

### **5.1 Award Criteria**

Lal Bahadur Shastri National Academy of Administration, Mussoorie will award the Contract to the successful Bidder whose bid has been determined to be substantially responsive and has been determined as the best evaluated bid, provided further that the Bidder is determined to be qualified to perform the Contract satisfactorily. The evaluation will be for the total bid value of the item in the list annexed to Notice Inviting Tender.

### **5.2 Lal Bahadur Shastri National Academy of Administration, Mussoorie Right to accept any Bid and to reject any or all Bids**

Director, Lal Bahadur Shastri National Academy of Administration, Mussoorie reserves the right to accept or reject any bid in part or full, and to annul the bidding process and reject all bids at any time prior to award of Contract, without thereby incurring any liability to the affected Bidder or Bidders or any obligation to inform the affected Bidder or Bidders of the grounds for Lal Bahadur Shastri National Academy of Administration, Mussoorie action.

### **5.3 Notification of Award**

Prior to the expiration of the period of bids validity, Lal Bahadur Shastri National Academy of Administration, Mussoorie will notify the successful Bidder in writing by letter or by fax, to be confirmed in writing by speed post or hand delivered letter, that its bid has been accepted. The notification of Acceptance will constitute the formation of the Contract.

### **5.4 Signing of Contract**

At the same time as Lal Bahadur Shastri National Academy of Administration, Mussoorie notifies the successful Bidder that its bid has been accepted, Lal Bahadur Shastri National Academy of Administration, Mussoorie will send the Bidder the contract agreement incorporating all agreements between the parties. Within Fifteen (15) days of receipt of the Contract Form, the successful Bidder shall sign and date the two copies of Contract and return it to Lal Bahadur Shastri National Academy of Administration, Mussoorie.

### **5.5 Performance Security**

The Successful Vendor will furnish performance security in favour of the Director, Lal Bahadur Shastri National Academy of Administration, Mussoorie for an amount of 10% of the contract value for a period of sixty days beyond the date of completion of all contractual in shape of an Account Payee Demand Draft/ Fixed Deposit Receipt from a Commercial bank/ Bank Guarantee from a Commercial bank in the Security Deposit Form (**Format is Annexure-**

## **5.6 Corrupt or Fraudulent Practices**

- (i) Vendors shall observe the highest standard of ethics during the procurement process and execution of the contract.
- (ii) Lal Bahadur Shastri National Academy of Administration, Mussoorie will reject a proposal for award if it determines that the Bidder recommended for award has attended or engaged in corrupt or fraudulent practices in competing for the contract in question.

## **6. PAYMENT**

- (i) The Goods received will be subjected to inspection by the designated officer of the Lal Bahadur Shastri National Academy of Administration, Mussoorie authorized to inspect the same. If these are not found not in accordance with the specifications mentioned in the contract document, these will become liable to be rejected.
- (ii) All the expenditure related to removal and replacement of these rejected goods will have to be borne by the Supplier.
- (iii) The Purchaser's decision as regards the rejection shall be final and binding on the Contractor.
- (iv) Payment will be made only for those goods which are found to be of satisfactory quality.
- (v) Payment for delivery of the Goods will be made on submission of bills within 30 days subject to inspection and finding the goods acceptable and in accordance with the instructions given in the Acceptance of Tender.

## **7. OTHER CONDITIONS APPLICABLE TO CONTRACT**

### **7.1 ADDRESS OF THE CONTRACTOR AND NOTICES AND COMMUNICATIONS ON BEHALF OF THE PURCHASER**

- (i) For all purposes of the contract, including arbitration there under, the address of the Contractor mentioned in the tender shall be the address to which all communications addressed to the Contractor shall be sent, unless the Contractor has notified a change by a separate letter containing no other communication and sent by registered post, acknowledgement due. The Contractor shall be solely responsible for the consequences of any omission to notify a change of address in the manner aforesaid.
- (ii) Any communication or notice on behalf of the Purchaser in relation to the contract may be issued to the contractor by the Director or any other officer authorized by him on his behalf and all such communications and notices may be served on the Contractor either by Registered Post or speed post or by ordinary post or by hand delivery at the option of such officer.

### **7.2 RESPONSIBILITY OF THE CONTRACTOR FOR EXECUTING THE CONTRACT**

- (i) The Contractor shall perform the contract in all respects in accordance with the terms and conditions thereof. The Goods and every constituent part thereof, whether in the possession or control of the Contractor, his agents or servants or a carrier or in the joint possession of the Contractor and the Purchaser, his agent or servants shall remain in every respect at the risk of the Contractor until their actual delivery to the Purchaser at the stipulated place or destination on where so provided in acceptance of tender until their delivery to a subordinate office of the Lal Bahadur Shastri National Academy of Administration, Mussoorie. The Contractor shall be responsible for all loss, destruction, damage or deterioration of or to the Goods from any cause whatsoever while the Goods after their approval are awaiting dispatch of delivery or are in the course of transit from the contractor to the Purchaser, or as the case may be to any of its subordinate offices.

### **(ii) Purchaser's Right of Rejection**

It shall be lawful for the Purchaser to reject the Goods or any part, portion of supply thereof within reasonable time after actual delivery thereof to him at the place of destination specified in the Schedule if such Goods or part, portion of supply thereof is not in all respects in conformity with the terms and conditions of the contract and the prescribed specifications.

**(iii) Consequence of Breach**

- (a) Should the Contractor or Partner in the Contractor firm commits breach of either of the conditions, it shall be lawful for the Director, Lal Bahadur Shastri National Academy of Administration, Mussoorie, to cancel the contract and purchase or authorize the purchase of the Goods at the risk and cost of the Contractor.
- (b) The decision of the Director, Lal Bahadur Shastri National Academy of Administration, Mussoorie, as to any matter of thing concerning or arising out of this sub-clause or on any question whether the Contractor or any partner of the Contractor firm has committed shall be final and binding on the Contractor.

**7.3 QUOTING OF THE RATES BY CONTRACTOR**

- (i) The price charged for the Goods supplied under the contract by the Contractor shall in no event exceed the lowest price at which the Contractor sells the Goods of identical description to any other person during the period.
- (ii) If it is discovered that the Contractor has contravened the above condition, then without prejudice to any other action which might be taken against him, it shall be lawful for the Director, Lal Bahadur Shastri National Academy of Administration, Mussoorie to terminate the contract and purchase the items of Goods at the risk and cost of the Contractor.

**7.4 LAW COVERING THE CONTRACT**

- (i) The contract shall be governed by the Law of Contract for the time being in force.
- (ii) Irrespective of the place of delivery, the place of performance or place of payment under the contract, the contract shall be deemed to have been made at the place from which the acceptance of tender has been issued.
- (iii) Jurisdiction of Courts: The courts of the place from where the acceptance of tender has been issued shall alone have jurisdiction to decide any dispute arising out of or in respect of this contract.

**7.5 WARRANTY**

Supplier warrants that the goods supplied under this contract are fresh.

**7.6 ARBITRATION**

Except where otherwise provided in the Contract, all questions and disputes relating to the meaning of the specifications, and instructions herein before mentioned and as to the quality of the materials, as to any question, claim, right, matter or thing whatsoever, in any way arising out of or relating to the Contract, specifications, estimates, instructions, orders or these conditions or otherwise concerning the works, or the execution of the same whether arising during the process of the work or after the completion or abandonment thereof shall be referred to the sole arbitration of a person nominated by the Director, Lal Bahadur Shastri National Academy of Administration, Mussoorie and if he is unable or unwilling to act to the sole arbitration of some other person appointed by him willing to act as such arbitrator. The submission shall be deemed to submission to Arbitration under the meaning of the Arbitration Act, 1940 or any satisfactory modification of reenactment thereof for the time being in force, conclusive and binding on all parties of the Contract. The venue of the arbitration shall be Mussoorie/ Dehradun.

**7.7 PAYMENT UNDER THE CONTRACT**

- (i) No payment in advance shall be considered.
- (ii) Payment for delivery of the Goods will be made on submission of bills within 30 days subject to inspection and finding the goods acceptable and in accordance with the instructions given in the Acceptance of Tender.
- (iii) Counter conditions by the tenderers for matters concerning payment of bills shall not be acceptable.

Signature with stamp of Tenderer

**Bid Form**

(on the letter head of the firm submitting the bid document)

To

The Director  
Lal Bahadur Shastri National Academy of Administration,  
Mussoorie- 248179.

Ref: Bid document No

Dated-----

Sir,

Having examined the bidding documents, we, the undersigned, hereby submit the financial bid for supply of goods and services as per the schedule of requirements and in conformity with the said bidding documents.

We hereby offer to supply the Green Grass at the prices and rates mentioned in the Bid.

We do hereby undertake that, in the event of acceptance of our bid, the supply of Goods/Services shall be made as stipulated in the schedule to the Bid document and that we shall perform all the incidental services.

We enclose herewith the complete Bid as required by you. This includes:

- ✓ Bid Letter
- ✓ Price Schedule in Annexure-6
- ✓ Earnest Money Deposit
- ✓ Annexure

We agree to abide by our offer and that we shall remain bound by a communication of acceptance within that time.

We have carefully read and understood the terms and conditions of the bid document and we do hereby undertake to supply as per these terms and conditions.

**Certified that the bidder is:**

A sole proprietorship firm and the person signing the bid document is the sole proprietor/constituted attorney of sole proprietor,

or

A partnership firm, and the person signing the bid document is a partner of the firm and he has authority to refer to arbitration disputes concerning the business of the partnership by virtue of the partnership agreement/ by virtue of general power of attorney,

or

A Company, and the person signing the bid document is an authorized person of the company and he has authority to refer to arbitration disputes concerning the business of the company by virtue of the general power of attorney,

**(NOTE: Delete whatever is not applicable. All corrections / deletions should invariably be duly attested by the person authorized to sign the bid document.)**

We do hereby undertake, that, until a formal work order is prepared and executed, this bid, together with your written acceptance thereof and placement of letter of intent awarding the work order, shall constitute a binding contract between us.

Dated this      day of \_\_\_\_\_ 2023

Signature of Bidder

Full Address:  
Telephone No.  
Telegraphic Address:  
Fax No.  
E-mail:

COMPANY SEAL



**BID SECURITY FORM**

Whereas .....<sup>1</sup>(hereinafter called "the Bidder") has submitted its bid dated ..... (date of submission of bid) for the supply of ..... (name and/or description of the goods) (hereinafter called "the Bid").

KNOW ALL PEOPLE by these presents that WE ..... (name of bank) of ..... (name of the country), having our registered office at ..... (address of Bank) (hereinafter called "the Bank"), are bound unto ..... (name of Purchaser) (hereinafter called "the Purchaser") in the sum of ..... for which payment well and truly to be made to the said Purchaser, the Bank binds itself, its successors, and assigns by these presents. Sealed with the Common Seal of the said Bank this ..... day of ..... 2023..... THE CONDITIONS of this obligation are:

- (i) If the Bidder withdraws its Bid during the period of bid validity specified by the Bidder on the Bid Form; or
- (ii) If the Bidder, having been notified of the acceptance of its bid by the Purchaser during the period of bid validity:
  - ✓ fails or refuses to execute the Contract Form if required; or
  - ✓ fails or refuses to furnish the performance security, in accordance with the Instructions to Bidders.

We undertake to pay the Purchaser up to the above amount upon receipt of its first written demand, without the Purchaser having to substantiate its demand, provided that in its demand the Purchaser will note that the amount claimed by it is due to it, owing to the occurrence of one or both of the two conditions, specifying the occurred condition or conditions.

This guarantee shall remain in force up to and including forty five (45) days after the period of the bid validity, and any demand in respect thereof should reach the Bank not later than the above date.

.....  
(Signature of the Bank)

Name of Bidder \_\_\_\_\_

**SECURITY DEPOSIT FORM**

(BANK GUARANTEE FORM)

To

\_\_\_\_\_ (Name of Purchaser)

**WHEREAS** .....(Name of supplier) hereinafter called "the Supplier" has undertaken, in pursuance of contract No..... dated ..... 2023..... to supply .....(Description of goods and Services) hereinafter called "the order".

**AND WHEREAS** it has been stipulated by you in the said order that the supplier shall furnish you with a Bank guarantee by a recognized bank for the sum specified therein as security for compliance with the Supplier's performance obligations in accordance with the order.

**AND WHEREAS** we have agreed to give the Supplier a Guarantee:

**THEREFORE WE** hereby affirm that we are Guarantors and responsible to you, on behalf of the Supplier, up to a total of ..... (Amount of the Guarantee in Words and figures) and we undertake to pay you, upon your first written demand declaring the supplier to be in default under the order and without cavil or argument, any sum or sums within the limit of ..... (Amount of Guarantee) as aforesaid, without your needing to prove or to show grounds or reasons for your demand or the sum specified therein.

This guarantee is valid until the ..... day of .....2023

Signature and Seal of guarantors

.....  
.....  
.....

Address :.....

.....

Date .....2023

All correspondence with reference to this guarantee shall be made at the following address:

\_\_\_\_\_  
(Name & address of the bank)

## PRICE BID BY TENDERER

Full name and address of the tenderer in addition to telephone No. and mobile No. if any should be quoted in all the communication

To

The Director,  
LBS National Academy of Administration,  
Mussoorie

Dear Sir,

I/ we have carefully read the content of the tender for supply of Green Grass to Lal Bahadur Shastri National Academy of Administration, Mussoorie and hereby offer to supply the items mentioned below at the rate given below:

Sl. No.	Name of Items	Rate per Quintal (in Rupees)	Rate per Quintal (in Words)	Delivery Charges for Mussoorie
1.				
2.				
3.				
4.				
5.				

2. I/ We undertake to pay all taxes, as required under law, on aforesaid supplies. Purchaser will pay only the Retail Price less the above quoted discount.
3. I/We understood the instruction to the tenders and conditions of contract in the schedule to the Tender form and accept them, subject of paragraph thereof.
4. I/We am/are fully aware of the nature of stores requirement and my/ our offer is to supply stores strictly in accordance with your requirements.
5. I/We agree to arrange supplies in accordance with the nomenclature and specifications given in the schedule to tender, Deviations, if any, are indicate here.

(Authorized signatory & stamp)

Name:.....

Place: .....

Date: .....

Seal

