



OFFICE OF THE PRINCIPAL  
ADARSHA VIDYALAYA SIDLI-CHIRANG PT., DOLOGAON  
VILL: DOLOGAON (SHYAMTHAIBARI), P.O: GARUBHASA, P.S.-SIDLI,  
DIST.: CHIRANG, ASSAM (BTR), PIN-783373  
UDISE: 18250226802, MAIL ID: ADARS HAVIDYALAYADOLOGAON@GMAIL.

Ref No. : AVD/Stationary Item/3/2023/1

Date: 24/04/2023

**NOTICE INVITING TENDER (NIT)**

Sealed tender affixing non-refundable court fee stamp of Rs. 8.25 (Rupees Eight and Twenty Five Paisa) only are invited from registered supplier/vendor/firm for **Rate Contract for procurement of "School Stationary items under Annual School Grant" and "Kitchen utensil items under PM-POSHAN"** separately for Adarsha Vidyalaya Sidli Chirang Pt., Dologaoon for session 2023-24 as per the following terms and condition. The tender/application will be received by the Office of the Deputy Commissioner, Kajalgaon, Chirang through **Tender Box** from **25/04/2023 to 15/05/2023** during office hours i.e. from **10:00 AM to 4:00 PM** and will be opened at **4:00 PM on 15/05/2023** in presence of the vendors/bidders or their authorized agents. The **"School Stationary Items under Annual School Grant" and "Kitchen utensil items under PM-POSHAN"** will be obtained from Office of the Deputy Commissioner, Kajalgaon, Chirang during office hours i.e. from **10:00 AM to 4:00 PM**.

**Terms & Conditions:-**

1. Tender documents should contain the complete specification, quality and "School Stationary Items under Annual School Grant" as per **Annexure A** and "Kitchen utensil items under PM-POSHAN" as per **Annexure B**. Cost of each item should be mentioned. Tender documents can be submitted by different supplier/vendor/firm as per their specialists in supply of goods.
2. **A Tender Acceptance Form (Annexure C)** duly signed and stamped by the bidder (i.e. all the terms & conditions of tender document are acceptable).
3. The selected Bidder should sign a **Rate Contract Agreement** with Adarsha Vidyalaya Sidli Chirang Pt., Dologaoon as per the Specimen (**Annexure D**).
4. Rates quoted should be valid for one year from the date of signing of the **Rate Contract Agreement**. Bids quoting the Rates valid for periods less than one year will be considered non-responsive.
5. The rates once quoted cannot be altered/ withdrawn after submission of the Bid and will hold for the whole Financial Year 2023-24.
6. The rates should be genuine and reasonable and at the prevailing market rate.
7. The supplier shall maintain the quality of product same throughout the year. All goods should be new, unused and free from any defects and within the warranty period.
8. The Purchaser may at any time terminate the Contract by giving written Notice to the Supplier, without compensation to the Supplier. If the Supplier becomes bankrupt or otherwise insolvent as declared by the Competent Court provided that such termination will not prejudice or affect any right of action or remedy which has accrued or will accrue thereafter to the Purchaser.
9. The rate quoted should be inclusive of all admissible taxes i.e. GST, IT etc. and other relevant taxes.
10. Price of rate quoted should include all incidental charges for delivery at the location of the school.
11. The supplier shall make his own arrangement of loading, unloading and transporting of the goods up to the point delivery.
12. No representation/ appeal for enhancement on the ground of rise in cost of materials, labour cost and rise in the market rate or any other reason whatsoever will be entertained.
13. The Suppliers must be GST registered and must have PAN card and Trade license. The photocopy of GST registration, GST clearance certificate, PAN card and Trade license must be enclosed along with the tender documents. Tender without valid documents will be rejected out rightly.
14. If the Bid winner after entering the Rate Contract agreement with the undersigned renders similar goods at a price lower than the rate contract price to anyone in the state of Assam, at any time, during the validity of the rate contract, the rate contract price will be automatically lowered or reduced accordingly to such lesser or reduced price quoted for the subject matter of procurement with effect from the date of such quoting or reducing and the rate contract will be amended accordingly.
15. The undersigned reserves the right not to place any order even after execution/acceptance of the formal contract agreement and no claim or compensation whatsoever will be entertained.

16. The selected supplier shall furnish a **Performance Security Deposit (valid up to 120 days)** to the purchaser for an amount of **Rs 5000/- (Five Thousands only)** in the form of **FDR/DD only** from any nationalized/commercial bank within **Seven (7) days** from date of receipt of work order in favour of **"SMDC ADARSHA VIDYALAYA DOLOGAON"** and payable at Chirang Dist.
17. The purchaser will release the Performance Security Deposit without any interest to the supplier on completion of the supplier's all contractual obligations. The supplier shall submit pre receipt for obtaining their security.
18. The supply of **"School Stationary items under Annual School Grant"** and **"Kitchen utensil items under PM-POSHAN"** has to be completed separately from each supplier in such a manner and in such time as stipulated in the work order without fail.
19. The materials of required quantity should be delivered at the school premises of Adarsha Vidyalaya Sidli Chirang Pt., Dologaoon, Chirang within stipulated time from the issue of the order.
20. The supply order of **"School Stationary items under Annual School Grant"** and **"Kitchen utensil items under PM-POSHAN"** will be placed separately from each supplier as per the requirement and payment will be made subject to availability of fund in the respective head of account after observing due formalities thereof. No claims as regard to payment, advance payment etc. will be entertained. 100% payment will be made after completion of the work and getting satisfactory delivery & certifying by an inspection team.
21. The supply order of **"School Stationary items under Annual School Grant"** and **"Kitchen utensil items under PM-POSHAN"** may not be placed by the Purchaser. Adarsha Vidyalaya Sidli Chirang Pt., Dologaoon reserves the right to cancel the **Rate Contract Agreement** at any time.
22. Quantity given in the Price Bid is approximate depending on the usage of the Purchaser. It may likely to vary depending upon the actual usage and selected firms should be able to supply the quantity mentioned in the Tender. Adarsha Vidyalaya Sidli Chirang Pt., Dologaoon reserves the right to vary the quantity mentioned.
23. Purchase Orders (POs) will be issued as and when demand arises. **The Delivery has to be effected within 15 working days or a period even lesser than that owing to exigencies of the situation on mutually agreed upon date and time between the Purchaser and the Supplier.** However, the School reserves the right to get the supply immediately depending upon the urgent requirement especially during Examination time. In case, the Firm fails to supply the required quantity **within stipulated period of time** from the receipt of Supply Order, the material will be procured from other sources and the difference of cost, if any, will be recovered from **Performance Security Deposit (PSD)** by issuing Notice and necessary action for **Blacklisting** the Firm may also be taken.
24. The Inspection Team of the School shall inspect the items on receipt to examine whether the items supplied are in conformity with requirements/specifications in terms of Make, Model, Quality, Size, Color, Shade, Dimensions, etc. before issuance of the same to the officers/staff of the Purchaser. In case the inspection team rejects the consignment for not conforming to the required specifications the supplier has to replace the consignment ensuring conforming to the required specifications within the given time.
25. Any loss or damage to the Purchaser due to delayed/defective/damaged/poor quality supply shall be recovered from the payable dues to the Supplier including Performance Security Deposit.
26. Items shall be supplied in Original Packing from the Manufacturer clearly indicating Manufacturing Date, Place and Price. The supply shall be completed as prescribed in Purchase Order.
27. The Supplier shall provide such packing of the goods as is required to prevent their damage or deterioration during transit to their final destination, as indicated in the Contract. During transit, the packing shall be sufficient to withstand, without limitation, rough handling and exposure to extreme temperatures, salt and precipitation and open storage. Packing case size and weights shall take into consideration, where appropriate, the remoteness of the goods final destination and the absence of heavy handling facilities at all points in transit.
28. The supplier shall not appoint sub vendor/affiliate/enter into sub-contract to perform its obligations under this Contract without obtaining prior written approval of the Undersigned.
29. For items rejected, payment will not be made until made good by replacement of materials by other materials in good condition.
30. If the Supplier fails to deliver the goods or any consignment thereof within the period prescribed for delivery with specification etc. mentioned in the Purchase Order (PO), the Purchaser shall be entitled to recover 0.5% of the value of the delayed supply with reference to the delivery date given in the Purchase Order up to 7 days and thereafter at the rate of one percent (1.0%) of the value of the delayed supply for each week of delay or part thereof. **In case no supply is made even after expiry of 30 days from the date of issue of order of supply, the amount of Performance Security Deposit shall be forfeited and the Contract shall stand terminated. However, if the Purchaser is satisfied that the delay in supply was caused by the circumstances beyond the Contract of the Supplier, they may grant him in writing extension of time which will not exceed 30 days which shall not be extended again.**
31. **Minimum Guarantee/Warranty of the item should be at least one year from the date of delivery.** In the event of any Manufacturing defects of item, the Firm/Bidder has to replace the same free of cost.

32. The bill in triplicate may be sent to this office for settlement after delivery of the material has been done satisfactorily.
33. All payments shall be made as per norms laid down by the Government of Assam. The payments shall be made to the Supplier under this Contract in Indian Rupees only.
34. The Supplier shall keep, and shall make all reasonable efforts to keep, accurate and systematic accounts and records in respect of the Goods in such form and details as will clearly identify relevant time changes and costs.
35. All disputes, differences and questions arising out of or in any way touching or concerning this Agreement or subject matter thereof or the representative rights, duties or liability of the parties shall be referred to the Sole Arbitration of the **Principal cum Member Secretary, Adarsha Vidyalaya Sidli Chirang Pt., Dologaoon** or any person nominated by him. The Arbitration shall be in accordance with the Arbitration and Conciliation Act, 1996. The Arbitrator shall be entitled to extend the time of Arbitration Proceedings with consent of the Parties. No part of the Agreement shall be suspended on the ground of pending Arbitration Proceedings.
36. The undersigned reserves the right to accept/reject any or all the Bids in the whole or in part and annul the Bidding Process without assigning any reason whatsoever. The School reserves the right to Award the Contract to more than one Bidder.
37. The bids will be evaluated by the **Tender Evaluation Committee** duly approved by the competent authority as per **Assam Public Procurement Rule 2020** which will decide **the standard quality and the lowest bidder (L-1)** on the basis of total cost provided by the each bidder.

Additional Deputy Commissioner Education, Chirang

Date: 24/04/2023

Memo No.: AVD/Stationary Item/3/2023/1-A

Copy to:

1. The Deputy Commissioner, Chirang cum Chairman AV Sidli Chirang Pt., Dologaoon for kind information.
2. The Principal cum Member Secretary AV Sidli Chirang Pt., Dologaoon for kind information.
3. The Circle Officer, Sidli Revenue Circle cum Convenor, AV Sidli Chirang Pt., Dologaoon for kind information.
4. The MLA Office Kajalgaon, Sidli Chirang for kind information.
5. The Branch Officer Education, Chirang for kind information.
6. The Finance & Account Officer, O/o Superintendent of Police, Chirang for information and necessary action.
7. The Inspector of Schools cum DPC & DEEO cum DMC, SSA, Chirang for kind information.
8. The Managing Director, Adarsha Vidyalaya Sangathan, Assam
9. The Administrative Officer, Adarsha Vidyalaya Sangathan, Assam
10. All the members of SMDC.
11. Office file

Additional Deputy Commissioner Education, Chirang

**PRICE SCHEDULE (Financial Bid Format)**

Price to be quoted on firm/company's Letter Head only

Sl. No.	Item Name	Brand/Model Name	QTY	Unit	Rate	Amount
1	Green/White Board (2 in 1) (4x6 )	ANJEL	3			
2	Soft Board (4x6)		8			
3	White Board (2x3 ft)		1			
4	Chalk pencil (1 Carton)		1			
5	Duster (Set of 10 pcs)		1			
6	Marker (Set of 10 pcs)		1			
7	Teacher Attendance Register (25 pages)		2			
8	Student Attendance Register (25 pages)		8			
9	Normal Register (2 no.)		10			
10	Normal Notebook ruled 100 pages		20			
11	Cash Book Register (4 no.)		4			
12	Stock Register (8 no.)		1			
13	Stock Register (5 no.)		3			
14	Ledger Register ( 4 no.)		4			
15	Purchase Register (4 no.)		4			
16	Single Ruled Notebook-A5 Size,70 GSM, 300 pages	Luxor	2			
17	A4 75 gsm Photocopy paper (White) 500 sheets, 1 Ream unruled		15			
18	Legal Ledger Paper (White) 500 sheets, 70 GSM, 1 Ream unruled		15			
19	Legal Ledger Paper (Green) 500 sheets, 70 GSM, 1 Ream unruled		1			
20	Dista Khata White unruled ( 1 ream set of 20 dista )		15			
21	Cover File (Thick Paper Board) Set of 10		3			
22	Plastic File (Set of 20, Multicolor)		1			
23	Document Carry Bag/Zipper File Folder (A4 & FS Size)		1			
24	Pen stand for office		4			
25	Flag Design Pen Stand for Office		1			
26	Table Top Elevator Clear Acrylic Adjustable Laptop Writing (12x16 inches)		1			
27	Calulator (JT-512 Black)	Jito	2			
28	Stepler (Small)		2			
29	Stepler Pin ( Small, set of 20)		1			
30	Stepler (Kangaro HP Manual no. 10 Metal Pinch)	Kangaro	2			
31	Stepler Pin ( Big 10 no., set of 20)		1			
32	Sketch Pens (Set of 12)	Camlin	2			
33	Highlighter Marker (Set of 6)	Schneider	2			
34	Sticky Notes, 4 colour paper flags (Pack of 2, 200 sheets per pad)	ODDY NEON	1			
35	Red pens ( pack of 10 pcs)		2			
36	Blue pens (pack of 10 pcs)		2			
37	Black pens (pack of 10 pcs)		2			
38	Green pens (pack of 10 pcs)		1			
39	Office paper tag thread ( 8 inch)(100 pcs, Multicolor)		1			
40	Metal Paper Punch (2 hole)	Kangaro	2			
41	Handy Paper Punch (1 hole)	Kangaro	2			
42	HB Pencils ( pack of 10 pcs)	Natraj	2			
43	Glue stick	fevi stik	2			
44	Craft Glue (200 gm)	Pidilite Fevicol	5			

45	Correction Pen-Pack of 10 (White)	FABER CASTELL	1			
46	Craft Glue (500 gm)	Pidilite Fevicol	2			
47	Eraser (Non Dust- pack of 20)	Apsara	1			
48	Stainless Steel Ruler Scale long 2 side (60 cm)	Shuban	2			
49	Maped Twist 7 Flex 30 cm Ruler		2			
50	Art paper (Black, Yellow, Green, Blue, Orange Colour etc)		10			
51	Art paper (White colour)		5			
52	Stamp Pad Self Inking ( 110 mmx70 mm)		2			
53	Wall Clock (Range Rs 200-Rs 300)		8			
54	Pencil AA X 10 Battery pack of 10 pcs	EVEREADY	2			
55	9V HI-Watt Battery, pack of 5	Generic	2			
56	Pencil AAA Battery pack of 10 pcs	EVEREADY	1			
57	Educational Globe 10 inches height & 8 inches diameter Rotating World Globe with Steel Finish Arc & Base	GeoKraft Globe	2			
58	Map of India		2			
59	Map of World		2			
60	Map of Assam		2			
61	Electric Bell (4 inch)		2			
62	Locks (Big size- 3 keys Steel Body, Brass liver)	Godrej	20			
63	Water Filter & Purifier (12 litres storage, 24 litres Total capacity, Stainless Steel)		2			
64	Scissors 6" Multipurpose (Comfort Grip Handle and Stainless Steel Blades)		2			
65	Paper Cutter Knife Set with 10 replacement Blades (18mm)		2			
66	10 Litre Plastic Bucket		12			
67	Plastic Mug (1000 ml, pack of 6)		2			
68	Plastic Dustbin Garbage Bin for Office/Classroom Use (Pack of 6)		2			
69	Plastic Roof Duster ( Roof Cleaner)		2			
70	Flexible Fan Cleaning Duster with long rod		2			
71	Floor cleaner mop (Household Wet & Dry Mops)		2			
72	Recycled Cotton Floor Mops/Pocha/Cleaning cloth (24x24 inches) (Pack of 6)		2			
73	Toilet Cleanig Brush (Standard size)		4			
74	Bathroom Scrubber Brush	Scotch Brite	4			
75	Plastic wiper for floor cleaning (pack of 3)		2			
76	Broom (Long Handle Easy Floor Cleaning)		4			
77	Rubber Door Mat (Black Color 40x60 cm)		4			
78	PVC Door Mat 24"x16"		4			
79	PVC Rubber Mat for Floor Large Size School Entrance (2X3 ft)		2			
80	Dettol Antiseptic Liquid of 5 Litre	Dettol	2			
81	Dettol Original Germ Protection Handwash Liquid Soap Refill, 5L	Dettol	2			
82	Dettol Soap (Small Size of Rs 5/6)	Dettol	100			
83	Dettol Original Germ Protection Alcohol based Hand Sanitizer, 50 ml, pack of 10	Dettol	2			
84	Harpic Disinfectant Toilet Cleaner Liquid (1 L) (Pack of 3)		2			
85	Colin Glass and Surface Cleaner Liquid Spray (500ml)		2			
86	Colin Glass and Surface Cleaner Liquid Refil (1 Litre)		2			
87	Curtains for Doors & Windows (7ft)		10			
88	Thick plastic Table cover (5x3)		10			

89	Curtain pipes/rod (12 ft) (Stainless Steel)		2			
90	Curtain Brackets (Stainless Steel) pack of 12 pcs		2			
91	VIM DISHWASH BAR (300g) Pack of 6		1			
92	Pril Perfect Lime Dishwash Liquid 225 ml Dish Cleaning Gel (Pack of 6 pcs)		1			
93	Scotch-Brite Silver Sparks Scrub Pad (Pack of 3)		2			
94	Epson Ecotank L3210 Printer Ink (BK, Y, M, C) Refil		2			
95	Epson Ecotank L3210 Printer Ink (BLACK) Refil		4			
96	Measuring Tape Strip 50 m		2			
97	Measuring Tape Strip 15 m		2			
98	Craft Satin Ribbon (Pack of 10, Multicolour)		2			
99	Extension Board with wire-1.5 m cable, 10 V, 4 Universal socket		2			
100	Extension Board (Panasonic 5219 6A Cherry Flecicord Socket 2 Pin 8M)		2			
101	Assamese Gamosa for felicitations		20			

Total Tender Price: (In figures) \_\_\_\_\_

(In words) \_\_\_\_\_

**Note:**

1. The tender rate shall be in INR only.
2. The tender rate should be inclusive of all admissible taxes i.e. GST, IT etc. and other relevant taxes.
3. The tender rate should be valid up to 1 year.
4. Price of Tender should include all incidental charges for delivery at the location of the school.

Place:

Date:

Signature of Bidder \_\_\_\_\_

**Seal of the Bidder** \_\_\_\_\_

**PRICE SCHEDULE (Financial Bid Format)**

Price to be quoted on firm/company's Letter Head only

Sl. No.	Items	Quantity Pcs	Quantity Kg	Unit	Rate	Amount
1	ALUMINIUM KADHAI 30 no. size	2		Kg		
2	ALUMINIUM TOPIA 30 no. size	4		Kg		
3	BALTI (BUCKET) STAINLESS STEEL	6		Kg		
4	THALI (NP Lazer Dli)	160		Kg		
5	GLASS	160		Kg		
6	KHUNTI (BIG)	6		Pcs		
7	KARCHI	6		Pcs		
8	PLASTIC JUG 1.5 L	6		Pcs		
9	PLASTIC 500 L WATER TANK	1		Pcs		
10	PLASTIC PIPE FOR WATER SUPPLY (30 M)	3		Roll		
11	GAS STOVE BIG SIZE (Single Burner Square Commercial with set)	2		Pcs		
12	LPG CYLINDER 19 KG	2		Pcs		
13	LPG GAS CYLINDER TROLLEY (19KG)	2		Pcs		
14	GAS LIGHTER	2		Pcs		
15	Big Knife	4		Pcs		
16	VIM DISHWASH BAR (300g) Pack of 6	5		Pcs		
17	Pril Perfect Lime Dishwash Liquid 750 ml Dish Cleaning Gel	5		Pcs		
18	Scotch-Brite Silver Sparks Scrub Pad (Pack of 3)	5		Pcs		

Total Tender Price: (In figures) \_\_\_\_\_

(In words) \_\_\_\_\_

Note:

1. The tender rate shall be in INR only.
2. The tender rate should be inclusive of all admissible taxes i.e. GST, IT etc. and other relevant taxes.
3. The tender rate should be valid up to 1 year.
4. Price of Tender should include all incidental charges for delivery at the location of the school.

Place:

Date:

Signature of Bidder \_\_\_\_\_

Seal of the Bidder \_\_\_\_\_

**TENDER ACCEPTANCE FORM**

(For all the terms & conditions of tender document acceptable to bidder)

To  
The School Management Development Committee  
Adarsha Vidyalaya Sidli Chirang Pt., Dologaon  
Vill: Dologaon (Shyamthaibari), P.O.-Garubhasa,  
Dist.: Chirang (BTR), Assam, PIN: 783373

Ref: Your Notice Inviting Tender (NIT) ref. no. .... of dated .....

I/We, the undersigned have examined the above mentioned terms & conditions of NIT, the receipt of which is hereby confirmed. We now offer to supply and deliver the goods in good condition in conformity with your above referred document.

If our tender is accepted, we undertake to supply the goods in good condition with standard quality as mentioned in NIT with the delivery schedule specified of tender document.

I/We further confirm that, if purchase order placed with us, we shall provide you with a performance security of required amount in an acceptable form for the performance of the contract.

I/We agree to keep our tender valid for acceptance as required in NIT or for subsequently extended period, if any, agreed to by us. I/We also accordingly confirm to abide by this tender up to the aforesaid period and this tender may be accepted any time before the expiry of the aforesaid period. I/We further confirm that, until a formal contract is executed, this tender read with your written acceptance thereof within the aforesaid period shall constitute a binding contract between us.

I/We further understand that you are not bound to accept the lowest or any tender you may receive against your above-referred tender enquiry.

We confirm that we do not stand deregistered/banned/blacklisted by any Govt. Authorities.

I/We confirm that we fully agree to the terms and conditions specified in NIT document, including amendment/corrigendum etc. if any.

(Signature with date)  
(Name and Designation)  
Duly authorized to sign tender for and on behalf of bidder

Place:  
Date:

Signature of Bidder\_\_\_\_\_

**Seal of the Bidder**\_\_\_\_\_



RATE CONTRACT AGREEMENT

To be executed at the time of entering into Agreement before placing order.

The Agreement is made on this ..... day of .....2023 between M/S ..... herein referred to as the Contractor of the one part and **Adarsha Vidyalaya Sidli-Chirang Pt., Dologaoon**, acting through the , **Principal cum Member Secretary, Tender Evaluation Committee, Adarsha Vidyalaya Sidli Chirang Pt., Dologaoon**, hereinafter referred to as the other part whereas the said Contractor has agreed with the **Adarsha Vidyalaya Sidli-Chirang Pt., Dologaoon**, for supply of required items in conformity with the Requirements & Specifications.

Now this indenture witnessed that in consideration of the promise, it is mutually agreed and declared between Parties hereto as follows:-

1. The Contractor agrees to undertake to supply..... as per the requirement as agreed to in their Bid submitted on.....the rates quoted by him/them.
2. The supply of ..... which are not in conformity with the Requirements/Specifications are liable to be rejected.
3. This Contract shall be effective from .....to .....The Tender is valid for a period of one year from the date of Signing of the Agreement. The Contract may be extended with the same Terms & Conditions and Rates for three more months with the consent of both the Parties. The Contractor shall execute the Purchase Orders (POs) placed by the Concerned Officer with great promptness and satisfaction to the Adarsha Vidyalaya Sidli Chirang Pt., Dologaoon. If the Supplier fails to deliver the goods or any consignment thereof within the period prescribed for delivery with specification etc. mentioned in the Purchase Order (PO) , the Purchaser shall be entitled to recover 0.5% of the value of the delayed supply with reference to the delivery date given in the Purchase Order up to 7 days and thereafter at the rate of one percent (1.0%) of the value of the delayed supply for each week of delay or part thereof.
4. The Performance Security Deposit (PSD) paid by the Contractor for due and faithful performance of the Contract by the Contractor of all and several covenants herein contained of his part to be observed with full power. **Principal cum Member Secretary, Tender Evaluation Committee**, on behalf of Adarsha Vidyalaya Sidli Chirang Pt., Dologaoon will be entitled to appropriate the said sum to any damage, penalties and other sums which the Contractor may be required to pay in case the Contractor fails to perform/fulfill or to keep and observe all or any of the said Conditions of the Agreement on his part herein after contained.

5. The Performance Security Deposit (PSD) shall be released after two months after Successful Completion of the Work at the end of the Contract period including the Warranty or extended period, if any.
6. That all disputes, differences and questions arising out of or in any way touching or concerning this Agreement or subject matter thereof or the representative rights, duties or liability of the parties shall be referred to the Sole Arbitration of the **Principal cum Member Secretary, Adarsha Vidyalaya Sidli Chirang Pt., Dologaoon** or any person nominated by him. The Arbitration shall be in accordance with the Arbitration and Conciliation Act, 1996. The Arbitrator shall be entitled to extend the time of Arbitration Proceedings with consent of the Parties. No part of the Agreement shall be suspended on the ground of pending Arbitration Proceedings.
7. The Performance Security Deposit (PSD) is liable to be forfeited by the **Adarsha Vidyalaya Sidli Chirang Pt., Dologaoon** without any prejudice to any other rights and remedies of **Adarsha Vidyalaya Sidli Chirang Pt., Dologaoon** in case the Contractor fails to undertake the Contract Work, as per the Work Orders and as per the Terms and Conditions given in Tender Schedule during the Currency of the Contract including the extended period if any.
8. That the Tender Schedule, Instructions to the Bidders and Terms and Conditions, etc shall also form part of the Agreement.

That the Contractor acknowledges that he has fully acquainted him with all the Terms and Conditions and he shall not plead ignorance of the same.

In witness whereof, the Contractor has set his hand and the **Adarsha Vidyalaya Sidli Chirang Pt., Dologaoon** has caused for and on his behalf to set his hand, the day and the year first above written.

Signature of the Authorized Official of  
the Company/Firm

Signature of the Authorized Official of  
Adarsha Vidyalaya Sidli Chirang Pt., Dologaoon

**WITNESSES**

1. Signature:

Name:

Address:

2. Signature:

Name:

Address: