



THE LAWRENCE SCHOOL, LOVEDALE, THE NILGIRIS - 643003

Expression of Interest (EOI) Document for supply of DAIRY & BAKERY PRODUCTS to The Lawrence School, Lovedale, Ooty, Tamilnadu.

EOI No	EOI/The Lawrence School/2021
EOI Issue Date	05.04.2021
Pre – EOI Meeting	12.04.2021
Last Date of Submission	19.04.2021 before 3 PM
Contract Period	1 <sup>st</sup> May 2021 to 31 <sup>st</sup> May 2021

Telephone: 0423 2452225/2453338

email: [pc@thelawrenceschool.org](mailto:pc@thelawrenceschool.org)

Fax: – 0423 2442549

**DISCLAIMER:**

The information contained in this EOI document or subsequently provided to Vendor/Supplier, whether in document or verbal or any other form by or on behalf of The Lawrence School, Lovedale, Ooty, Tamil Nadu, any of its employees or advisors, is provided to Vendor/Supplier on the terms and conditions set out in this EOI document and such other terms and conditions subject to which such information is provided.

The purpose of this EOI document is to provide interested parties with information that may be useful to them in eliciting their proposals pursuant to this EOI document. This Tender document may not be appropriate for all persons, and it is not possible for the School, its employees or advisors to consider the investment objectives, financial situation and particular needs of each party who reads or uses this EOI document.

This EOI document includes statements, which reflect various assumptions and assessments made by the School in relation to the Contract. Such assumptions, assessments and statements do not purport to contain all the information that each Vendor/Supplier may require.

The assumptions, assessments, statements and information contained in this EOI document, may not be complete, accurate, adequate or correct. Each Vendor/Supplier should, therefore, conduct his/her own investigations and analysis and should check the accuracy, adequacy, correctness, reliability and completeness of the assumptions, assessments, statements and information contained in this EOI document and obtain independent advice from appropriate sources.

Information provided in this document to the Vendor/Supplier is on a wide range of matters, some of which depends upon interpretation of law. The information given is not an exhaustive account of statutory requirements and should not be regarded as a complete or authoritative statement of law. The School accepts no responsibility for the accuracy or otherwise for any interpretation or opinion on law expressed herein.

The School, its employees and advisors make no representation or warranty and shall have no liability to any person, including any Vendor/Supplier under any law, statute, rules or regulations or tort, principles of restitution or unjust enrichment or otherwise for any loss, damages, cost or expense which may arise from or be incurred or suffered on account of anything contained in this EOI document or otherwise, including the accuracy, adequacy, correctness, completeness or reliability of the EOI document and any assessment, assumption, statement or information contained therein or deemed to form part of this EOI document or arising in any way in this EOI Stage.

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### **Section-A**

#### **1. Scope:**

The Lawrence School, Lovedale, Ooty, Tamilnadu (hereinafter referred to as the “School”), an Educational Institution, invites sealed EOI(s) for supply of Dairy & Bakery Products (as Annexure-II) for The Lawrence School in its permanent campus at Lovedale as per the EOI document. The Vendor/Supplier shall provide the required supply to the School and the services should be available at all the given time as per the rate list proposed in Annexure - II. The tender document can be downloaded from the School website at URL Link:

<https://www.thelawrenceschool.org/tenders>

#### **2. Eligibility Criteria:**

All the Vendor/suppliers must fulfill the following eligibility criteria and submit the documents and the declarations (duly self-attested) in support of their claim along with the EOI. The applications of those are not meeting the Eligibility Criteria stated below and not accompanied with the requisite documents be treated as incomplete hence be rejected.

- i. The Vendor/supplier must be a GST registered individual/firm/company.
- ii. The Vendor/Supplier should have his own shop/firm/establishment/company and should have experience in supply of the required items to renowned schools/hotels/establishments.

- iii. The Vendor/Supplier shall submit details of experience in running a shop or related field at least for a period of minimum two years before the date of EOI along with documentary proof.
- iv. Copy of Registration of the Shop/Agency / Firm / Company issued by the concerned authority of the Tamil Nadu Shops and Commercial Establishment Act is a must wherever applicable.
- v. The Vendor/Supplier is required to submit a self-attested copy of PAN/TAN/TIN/GST certificates wherever applicable.

**3. Evaluation of EOI:**

- i. The EOI will be evaluated based on rate list quoted in Annexure – II. Rate list of the Vendor /Supplier who does not fulfill the eligibility criteria will be rejected.
- ii. Apart from the above-mentioned evaluation, a Committee appointed by the School will inspect physically the shops / showroom/company run by the Vendor/Supplier and evaluation marks will be allotted by the Committee, if required.
- iii. Selection of Vendor: Only those vendors who qualify on technical evaluation shall be considered for evaluation of commercial bids.
- iv. A Committee constituted by the School shall evaluate the EOI's. The decision of the Committee in the evaluation of the EOI's shall be final. No correspondence will be entertained outside the process of negotiation / discussion with the Committee.
- v. Any approach from the Vendor/Supplier or his representative, trying to influence the decision on the EOI, officially or otherwise, shall render the EOI liable to be summarily rejected. The Committee has been empowered to take the final decision regarding the EOI.

## Section-B

### 4. Submission of EOI:

- i. Pre-EOI meeting will be held on 12.04.2021 at 3:00 PM at The Lawrence School, Lovedale. The prospective Vendor/Supplier are requested to attend the Pre-EOI meeting on scheduled date and time. Technical requirements, Terms & Conditions or any other query related to this EOI shall be opened for discussion for wider competition and competitive prices. The Pre-EOI queries to be submitted on or before 10.04.2021 by 03:00 PM on the above given email ID. No queries would be acceptable after the prescribed timeline. The EOI should be received as mentioned in the appropriate manner by 19.04.2021 by 03:00 PM.
- ii. The interested parties may inspect the premises before submitting the EOI form.
- iii. Tenders in the name of the Minors or on behalf of the Minors will be rejected, duly forfeiting the EMD.
- iv. In case of Firms /Companies/Establishment etc., the authorized representative can submit the EOI along with authorization letter.
- v. The EOI's received after the stipulated date and time will not be accepted. EOI's will be opened by the Committee nominated by the School.
- vi. The EOI forms not accompanied by original Demand Draft from a Nationalized/Scheduled Bank or proof of remittance through online towards the requisite EMD, incomplete filled in EOI forms and unsigned Terms & Conditions will be rejected.
- vii. EOI forms with any pre-conditions or additional conditions other than the conditions prescribed and supplied by the Vendor/Supplier will summarily be rejected at the time of opening of EOI's.
- viii. The Vendor/Supplier shall drop the EOI in a sealed cover duly signed on each page of EOI in the Box kept at the Main Gate of the School. The required EMD by Demand Draft or proof of remittance through online shall be attached to the EOI. **The name of the business/shop of the vendor/supplier shall be written in capital letters on the sealed cover. On top of the sealed cover inscribe EOI for DAIRY AND BAKERY PRODUCTS.**

**5. Earnest Money Deposit (EMD):**

- i. The Vendor/Supplier shall be required to submit the Earnest Money Deposit (EMD) for an amount of Rs. 5,000/- (Rupees Five Thousand only). The Vendor/Supplier may submit the EMD through Demand Draft or online bank transfer as per the bank details given below:

**The bank details of The Lawrence School Account for online transfer:**

**Account Holders Name: The Headmaster, The Lawrence School, Lovedale**

**Account Number: SB A/C 10920587087**

**Bank Name: State Bank of India**

**IFSC CODE: SBIN0003162**

**Bank Address: The Lawrence School Campus, Lovedale**

Note: The proof of payment including name of the bank, amount of EMD, date of transfer, UTR No. shall be attached to the EOI Document (in a separate sheet), in case of online transfer.

- ii. The EMD amount will not carry any interest.
- iii. EMD is not exempted to any Organizations/ Institutions/ Communities/ Society/ Voluntary organization, etc.
- iv. Vendor/Supplier whose EMD is already with the School need not to pay EMD again.
- v. The Earnest Money Deposit of the Vendor/Supplier, whose EOI has been accepted, will be returned on the submission of the security deposit, and for unsuccessful bidder(s) it would be refunded within 30 days after award of the contract.
- vi. Earnest money deposit of the successful Vendor/Supplier shall be forfeited, if he / she refuses or neglects to execute the order or fails to pay the required security deposit within the time frame as specified by the School.
- vii. The School reserves the right to reject any one or all the EOI's received without assigning any reason. No correspondence in respect of the decisions arrived by the tender committee will be entertained.

**6. Opening of EOI's:**

The EOI's will be opened by Purchase Committee and other nominated members on 20.04.2021 at The Bursars Office at 3.00 PM. In case of date of opening of EOI is declared a holiday, then the date of opening will be the next working day.

**Section – C**

**7. Allotment of Contract:**

As per the recommendations of the Committee, the contract will be allotted to the successful Vendor/Supplier. The successful Vendor/Supplier shall enter into an agreement for supplying Dairy & Bakery Products for which he/she emerged as successful Vendor/Supplier within 7 days from the date of issue of letter of Intent.

**8. Termination of Contract:**

- i. The School is at liberty to terminate the Contract with one-month notice, without assigning any reasons.
- ii. If even after award of contract, the information/facts submitted by the vendor/ supplier are found misleading/incorrect/false etc., The Headmaster of The Lawrence School, Lovedale, reserves the right to terminate the contract.
- iii. In case The Lawrence School, Lovedale, suspects or finds any supply is entrusted to any sub-contractor on piecemeal basis or on regular terms, The Headmaster, The Lawrence School, Lovedale, reserves the right to terminate the contract without assigning any reasons
- iv. The Headmaster, The Lawrence School, Lovedale, shall have the right to terminate the contract, by giving 30 days' notice, if in his opinion the quality of services offered is not up to the standard/satisfactory.

## GENERAL TERMS AND CONDITIONS OF CONTRACT:

1. The contract will be for a period of one month or one year, or a period that is on mutual agreement, commencing from the date of signing the contract.
2. The transportation loading-unloading & other charges will be inclusive in rates quoted by vendor/supplier.
3. The successful Vendor / supplier is liable to furnish **interest free Security Deposit** in the form of Demand Draft from a Commercial Bank drawn in favor of "The Headmaster, The Lawrence School, Lovedale" or through online bank transfer as per the bank details given above. This has to be given within **10 (Ten) days** from date of award of supply of Dairy & Bakery Products.
4. The Security Deposit will cover entire period of the contract and will be released after **2 months** from the date of expiry of the contract. **The successful Vendor/Supplier shall deposit a sum of Rs.10,000/- (Ten thousand only) as Security Deposit.**
5. In case of any dispute between the successful vendor/supplier and its employee, The Lawrence School, Lovedale will have no responsibility and shall not be responsible for any compensation in any form to such employment to any of such employees during or after the expiry of this agreement.
6. The successful Vendor/supplier will have to provide good quality and standard product of items to The Lawrence School, Lovedale, as specified in Annexure-II.
7. In case of supplied materials, if found same are lower in quantity or quality and not of standard quality or in unhygienic condition or not supplied in time, a deduction of 2 % of gross monthly bill amount of respective month will be made as penalty or as decided by The Headmaster, The Lawrence School, Lovedale. Repeated fault may result in forfeiture of part or whole of Security Deposit and even termination of the contract.
8. **All the Dairy & Bakery Products are to be supplied by 3.00 pm as per the schedule given in the Purchase Order.**
9. The successful vendor /supplier will ensure compliance of all the relevant provisions of the Laws / terms of contract.
10. The successful vendor/supplier will submit bill in duplicate on 1<sup>st</sup> and 15<sup>th</sup> of each month along with delivery challans separately to the Headmaster, The Lawrence School, Lovedale, for payment. The payment will be made after verification of items supplied as per Material Requisition and Goods Receipt Note. Tax at source shall be deducted as admissible, as per the prevailing rate and payment will be made accordingly by A/C Payee Cheque or shall be transferred to his/her account through electronic system within 15 days from the receipt of the bill.
11. The successful vendor/supplier shall not do anything inside or outside the premises, which may create nuisance or any cause of annoyance to the students, working staff or to the visitors visiting the premises.



12. These are only proposed draft terms & conditions and can be modified/changed or added at the time of finalization and signing the agreement.
13. Conditional/Incomplete offers not conforming to tender document will be rejected.
14. If the Vendor/supplier is a partnership of two or more persons all such persons shall be jointly and severally liable to the School for the fulfillment of the terms of contract.
15. The Vendor/supplier will be held wholly responsible for any action taken by statutory bodies for violation /non – compliance of any such provision/rule.
16. If dispute or difference of any kind shall arise between The Lawrence School, Lovedale, and the Contractor in connection with or relating to the Contract, the parties shall make every effort to resolve the same amicably by mutual consultations.
17. Venue of Arbitration: The venue of arbitration shall be the place from where the Contract has been issued, in this case The Lawrence School, Lovedale.
18. The Court of Judicature at Coimbatore will have the exclusive jurisdiction to try the disputes.
19. The Vendor/supplier shall be governed by and interpreted in accordance with laws of India for the time being in force.

**SPECIAL CONDITIONS OF EOI:**

The Vendor/supplier is required to give confirmation of their acceptance of Special Conditions of the EOI mentioned below which will automatically be considered as part of the Contract concluded with the successful vendor/supplier (i.e. Seller in the Contract) as selected by the School. Failure to do so may result in rejection of EOI submitted by the vendor/Supplier.

1. Payment Terms for Indigenous Sellers -  
100% payment on delivery and acceptance by the user within 15 days from the receipt of the bill in original.
2. Advance Payments: -\_No advance payment will be made.
3. Risk & Expense clause: Whenever the vendor/supplier fails to meet a demand duly placed on him either by NOT tendering any quantity or by tendering quantities short of the total demand, urgent action will be taken to make good the deficiency at the expense of the vendor/supplier under the terms of the contract. This may be effected by making risk purchases or by issue of authorized substitutes.

**Date:**

**Signature of the Vendor/Supplier**