

JAWAHARLAL NEHRU TROPICAL BOTANICAL GARDEN AND RESERCH INSTITUTE

Tender Form

Form-1

Description of work: Procurement of Sling bags along with printing, Writing Pad and Paper pen

To

The Chairman,
Organising Committee
31st KSC, KSCSTE
Sasthra Bhavan, Pattom PO,
Thiruvananthapuram - 695004

Sir,

Sub: Your Tender No: JNTBGRI/KSC/Conference Kit-2019 dated: 07.12.2018

I/We hereby offer you to supply the conference materials (Sling bag, writing pad and paper pen) detailed below at the price hereunder quoted and agree to hold this offer for three months from the date of opening of tenders. I/We shall bind to supply the conference materials hereby offered, having specifications furnished in Form 3 upon the issue of the purchase order communicating the acceptance thereof on or before the expiry of the delivery date therein.

S. No.	Items	Quantity Nos.	Cost per unit excluding tax (Rs.)	Tax (Rs.)	Cost per unit including tax (Rs.)	Grand total including tax
1.	Jute Sling Bags (For every additional 100 bags of the specifications) Cost Per 100 bags may be quoted	2250				
2.	Writing Pad	2250				
3.	Paper Pen	2250				

1. Technical specifications: Furnished in form-3

2. Special conditions:

All the details like the type of material used, actual dimension, number of pockets, type of pockets etc. is furnished in Form 3, along with a sample materials.

3. Delivery Terms:

Delivery Time –Maximum of 30 days from date of issue of work order or on the date mentioned in the work order.

4. Place of Delivery:

Specified space in Fathima Mata National College, Kollam or any other place which will be informed 5 days before the date of delivery specified in the supply order.

(Authorized person: Convener, Reception Committee, 31st KSC).

5. Quantity:

The quantity mentioned is approximate and the same can vary depending upon the requirement. The required number of materials may be increased and will be intimated if required, 15 days in advance before the delivery date.

6. Payment:

Will be against satisfactory delivery and on acceptance of the materials.

I/We understand the Instructions to the Tenderers and General Terms and Conditions and specific conditions of the contract governing supplies detailed in Annexure A. I/We have thoroughly examined the specifications of the conference materials referred above and my/our offer is for the supply of materials in accordance with and subject to the terms and conditions.

Signature of the Tenderer with Seal
Name, Address, Telephone Nos., Fax No. & Email id.

**INSTRUCTIONS TO THE TENDERERS AND GENERAL TERMS AND
CONDITIONS OF THE CONTRACT**

1. **PRICE:** Tenders shall be made in ENGLISH and submitted in duplicate with price on (1) Free delivery at site (2) Ex-works basis in the case Rupee bid and FOB country of shipment, in the case foreign currency bid. However, Packing & Forwarding charges, inland freight & other related charges, freight, statutory levies etc. need to be specifically indicated in the Tender.

If you have Government Rates/DGS and D Rates, you may also quote such rates with the supporting Government orders.

The rates quoted should be inclusive of all Taxes-GST, Insurance, Freight, Packing and Forwarding Charges etc. should be shown separately. The maximum period required for delivery of the item should be mentioned. Items will have to be delivered at specified location at v or at any other place intimated 5 days prior to the scheduled date of delivery. Form C/D is not applicable to us.

The total price for 2250 units each of bags, writing pad and paper pen offered by different tenderers will be one of the criteria for evaluation of the tenders.

2. **RIGHTS OF THE PURCHASER:** The Purchaser shall be under no obligation to accept the lowest or any other tender and shall be entitled to accept or reject any tender in part or full without assigning any reason whatsoever.
3. **VALIDITY OF OFFER:** The prices quoted should be firm and quotation has to be valid for a period of 50 days from the date of opening of tender.
4. **CATALOGUE:** Sample materials will have to be provided along with the tender.
5. **POST TENDER QUALIFICATION:** Your firm should have ISO certification and valid copy of the Certificate is to be produced along with the tender.
6. **AGENCY COMMISSION:** In case the tenderer is represented for an overseas supplier in India, he shall furnish the agency agreement/authorization certificate issued by the overseas supplier and the offer should indicate the percentage of agency commission (on ex-works value) included in the quoted price. The purchase order/contract will however, be placed only with the principals concerned directly. The purchaser shall pay the amount of agency commission, which is included in the quoted price, to the Indian Agent directly in equivalent Indian Rupee after customs clearance and acceptance of the goods, based on a bill from the Indian Agent. The commission will be paid at the exchange rate at which the Principals are paid.
7. **INSURANCE:** Transit Insurance if felt necessary, will be arranged by the purchaser directly with his underwriters against import orders placed with the overseas principals.

However, no transit insurance is needed for the indigenous orders and stores shall be supplied under carrier's/supplier's risk.

8. **SECURITY DEPOSIT:** The successful bidder will have to give a security deposit at the rate of 5% of the total cost of the item to be supplied and execute an agreement in Kerala Stamp paper worth Rs.200/- in the prescribed format, before issue of the supply order.

9. **MODE AND TERMS OF PAYMENT:**

IMPORT ORDERS: Net 30 days/Documents through bank/Sight Draft or Irrevocable Letter Of Credit (All bank charges outside India to Supplier's Account). **However, the purchaser prefers payment through DD which is taken in advance but faxed beforehand. The original DD will be delivered only against satisfactory delivery.**

INDIGENOUS ORDERS: Full payment within 45 days after the supply of specified quantity satisfactorily.

Taxes if any at prevalent rates will be deducted as per Govt. rules during final settlement.

10. **WARRANTY:** The supply made by the supplier shall be of best quality and workmanship and shall be in accordance with the specifications stipulated in the Purchase Order. Replacement warranty should be there for 6 months against manufacturing defects. A list of clientele of the tenderer during the last 3 years for similar items having a value of Rs 3/- lakh or more for a single order/ two orders of Rs.2.5 Lakhs each may be attached with the tender showing the number of pieces supplied and time taken for supply.

11. **SUBMISSION OF TENDERS:** Tenders shall be submitted (Registered Post/Courier/Hand delivery) in a sealed envelope super scribing tender number, due date, time and **["Tender for the supply of Conference Materials"]** Tender No. **JNTBGRI/KSC/Conference Kit-2019 dtd. 07.12.2018]** and shall reach the Office of KSCSTE, Sashthra Bhavan, Pattom, Thiruvananthapuram within the due date and time specified in the tender. Late or delayed and unsigned tenders and tenders received by fax/e-mail will not be considered.

12. **DELIVERY/SHIPMENT:**

- (i) The time for delivery of the stores stipulated in the purchase order shall be deemed to be the essence of the contract and delivery must be completed not later than the period specified therein.
- (ii) Failure and termination: If the contractor fails to deliver the stores or any part thereof within the period prescribed for such delivery, the purchaser shall be entitled at his option either.
- a) to recover from the contractor as agreed, liquidated damages and not by way of penalty, a sum of 10 % of the price of any stores which the supplier has failed to deliver as aforesaid, for each month or part of a month, during which the delivery of such stores may be in arrears or
 - b) to purchase elsewhere, without notice to the contractor on the account and at the risk of the contractor, the stores not delivered or there of a similar description (where others exactly complying with the particulars are not in the opinion of the purchaser readily procurable, such opinion being final) without cancelling the contract in the respect in respect of the portion of stores not yet due for delivery.

- c) To cancel the contract or a portion thereof and if so desired, to purchase or authorize to purchase of stores not so delivered or others of similar description (where others exactly complying with the particulars are not in the opinion of the purchaser readily procurable, such opinion being final) at the risk and cost of the contractor.
 - (iii) No representation for enhancement of price ones accepted will be considered during the currency of the contract.
 - (iv) Payment will be made only after the supply is received and installation carried out satisfactorily.
 - (v) JNTBGRI reserves the right to reject all or any of the quotations without assigning any reason thereof.
- 13. **LAW GOVERNING THE CONTRACT:** The contract shall be governed by the laws of India for the time being in force. The marking of all stores supplied must comply with the requirements of Indian Acts relating to Merchandise Marks and all the rules made under such Acts.
- 14. **JURISDICTION:** The court within the local limits of Thiruvananthapuram, the place from where the purchase order is issued, will be the jurisdiction to deal with and decide any matter arising out of the contract subject to the relevant clause hereof.
- 15. **INDEMNITY:** The contractor shall at all, times indemnify the purchaser against all claims which may be made in respect of stores for infringement of any right protected by patent, registration of design or trade mark and shall take all risk of accidents or damage which may cause a failure of the supply from whatever cause arising and the entire responsibility for the sufficiency of all the means used by him for the fulfilment of the contract.
- 16. **ARBITRATION:** Notwithstanding anything contained in the terms and conditions listed, in the event of any question, dispute or difference arising under these conditions or any condition contained in the purchase order or in connection with this contract (except as to any matters the decision of which is specially provided for by these conditions) the same may be referred to the sole arbitration of the Director, JNTBGRI, Palode PO, Thiruvananthapuram or some other person appointed by the Director, there will be no objection that the arbitrator is a Govt. servant, who has to deal with matters to which the contract relates or that in the course of his duties as a Government servant he has expressed views on all or any of the matters in the disputes or difference. The award of the arbitrator shall be final and binding on the parties to this contract.
- 17. **TERMS OF THIS CONTRACT:**
 - a) If the arbitrator be the Director, JNTBGRI, (1) in the event of his being transferred or vacating his office by resignation or otherwise, it shall be lawful for his successor in the office either to proceed with the reference himself, or to appoint another person as arbitrator to (ii) in the event of his being unwilling or unable to act for any reason, it shall be lawful for the Director, JNTBGRI to appoint another person as arbitrator;

OR

- b) If the arbitrator be a person appointed by the Director, JNTBGRI, in the event of his dying neglecting or refusing to act, or resigning or being unable to act for any reason, it shall be lawful for the Director, JNTBGRI, to proceed with the reference himself or to appoint another person as arbitrator in place of the outgoing arbitrator. Subject as aforesaid, the Arbitration Act, 1940 and the rule there under and any statutory modifications thereof for the time being in force shall be deemed to apply to the arbitration proceeding under this clause. The arbitrator shall have the power to extend with the consent of the purchaser and the contractor the time for making and publishing the award. The venue of arbitration shall be the place as the purchaser in the absolute discretion may determine.
18. **EXERCISING THE RIGHTS & POWERS OF THE PURCHASER:** All the rights, discretions and power of the purchaser under the contract shall be exercisable by and all notices on behalf of the purchaser shall be given by the Director, JNTBGRI, Thiruvananthapuram and any reference to the opinion of the purchasers in the terms and conditions contained in this general conditions of the contract shall mean and be construed as reference to the opinion of any of the persons mentioned in this clause.
19. **QUANTITY:** The purchaser reserves the right to accept or reject lowest or any offers in whole or in part without assigning any reason. It would therefore be in the interest of the tenderers to clearly understand that the purchaser may accept offers for any quantity of his choice and hence, the percentage of reduction, if any in the price quoted in case of acceptance of tender in whole or part shall be clearly stated.

The tenderer shall submit the following along with the tender:

- a. Copy of PAN
- b. DD towards EMD for an amount of **Rs.3500/-** drawn in favour of The Director, JNTBGRI, payable at Thiruvananthapuram drawn from a Nationalised bank.
- c. An amount of **Rs. 784.00** towards the cost of tender form may be submitted as Demand Draft drawn in favour of The Director, JNTBGRI, payable at Palode or Copy of the cash receipt of JNTBGRI for the payment.
- d. A copy of a single work order received by the tenderer for a value worth Rs 3.0 lakh or two orders of 2.5 Lakhs or more for a similar item within the last 3 years.
- e. Duly filled Form 1, 2, 3, 4& 5.
- f. The tenderer who fails to submit the documents mentioned here shall stand disqualified for the bid.
- g. Taxes if any at prevalent rates will be deducted as per government rules during final settlement.
- h. Any other items mentioned in the terms and conditions.

Note:- Before mailing your tender/quotation, for avoiding un-necessary delay and rejection of tender/quotation, you should ensure whether the following required details are clearly specified in your quotation:

(1) Guarantee/Warrantee, (2) GST (3) Delivery Period (4) Freight (5) Packing and Forwarding Charges if any (6) Validity Period.

Tender Form

Form 2

Name of item :

I/We agree to supply the item stated in tender form (Form 1) having specifications furnished in Form 3 at a price of Rupees.....for Sling bags, Writing pad and paper pen (All-inclusive price) within the time period stipulated in the specification/tender form (Form 1)

(Please state terms and conditions)

1. Manufacturer :
2. Model No.(if any) :
3. Specification : (As given in Form 3)
4. Quantity : 2250 each (Sling Bags, Writing Pad and Paper Pen)
5. Basic Price :
6. CGST(Percentage & Amount) :
7. KGST(Percentage & Amount) :
8. Freight Charges (Amount) :
9. Packing Charges (Amount) :
10. Forwarding Charges (Amount) :
11. Any other items :

12. Basic Price per bag for every 100 additional bags:

Signature of Tenderer with Seal
Name, Address, Tel No, Fax No & E mail id.

Place:

Date:

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Form-3

Description		Specification	Specification of the item quoted
Sling Bags	Size	14'' (Vertical),12'' (horizontal), 3'' Width	
	Material	High quality eco-friendly jute material	
	Colour	Off white	
	Shoulder straps	Cloth material, width 1.5''	
	Pocket	One front pocket shall be provided with zipper closure	
	Zip	with zipper closure	
	Additional requirements	Covering flap	
	Cloth piping	Olive green	
		The length of the shoulder strap shall be adjustable by means of good quality metallic buckles	
		The bag shall be neatly finished with straight and parallel rows of stitching, wherever required	
Fabric	Dirt resistant, high quality eco-friendly Jute material		
Writing Pad	<ul style="list-style-type: none"> • Size: 21X15 cm, • Number of sheets: 20, • Plain and White sheet, • soft binding with the printing of given matter on the cover page. 		
Paper Pen	<ul style="list-style-type: none"> • Pen with cap made of paper with good quality refill, with a seed inside, with a printing of the conference title. • Pen with cap made of paper with good quality refill, without a seed inside, with a printing of the conference title. 		

Signature of the tenderer with Seal and Date

Declaration by Tenderer

Form 4

I.....hereby declare that I am not in any way related to any of the Centre's employees who is in charge of or having control of this tender. I agree that if, at any stage it is found that this declaration is untrue, the contract entered will stand cancelled. It is understood that the relationship with the Centre's employees referred to herein will be restricted to my Father, Mother, Son, Daughter, Brother, Sister, Direct Uncle, Nephew, Father-in-law, Sister-in-Law and first Cousins of the officer concerned.

I/We are assessed to Income Tax and my/our PAN No. is.....

Place:

Date:

Signature of Tenderer.

With seal.

Agreement

Form 5

“Articles of Agreement executed on this theDay of
.....2018.....
.....and between the JAWAHARLAL NEHRU TROPICAL BOTANICAL GARDEN AND
RESERCH INSTITUTE, Palode, Thiruvananthapuram, acting through the Registrar (herein-after
referred to as the Centre) of the one part and Sri.....(Name
and address of the Bidder) (herein-after referred to as “the bounden” of the other part). WHEREAS in
response to the invitation for ‘Tenders, contained in Notification No.....dated
.....inviting tenders’, the bounden has submitted to the Centre, a tender for
the.....
.....
.....Specified therein subjected to the terms and conditions contained in the
said tender.

NOW THESE PRESENTS WITNESS and it is hereby mutually agreed as follows:

1. In case the tender submitted by the bounden is accepted by the Centre and the Contract for supply of 2250 numbers each of **Sling bags, Writing pad and Paper pen** (Nos. of make, model, item) is awarded to the bounden, the bounden shall within five days of acceptance of his tender, execute an agreement & submit a security deposit to this Centre incorporating all the terms and conditions under which the Centre accepts his tender.
2. In case the bounden fails to execute the agreement as aforesaid incorporating the terms and conditions governing the contract, the Centre shall have power and authority to recover from the bounden any loss or damages caused to the Centre by such breach as may be determined by the Centre, the full amount may be recovered from the bounden and his property moveable and immovable and also in the manner hereinafter contained
3. All sums found due to the Centre under or by virtue of this agreement shall be recoverable from the bounden and his properties, movable and immovable, under the provisions of the Revenue Recovery Act for the time being in force as though such sums are arrears of land revenue and also in such other manner as the Centre may deem fit.

In witness whereof
Behalf of the Centre and..... The
bounden have hereunto set their hands the day, month and year shown against the
respective signatures.

Signed by.....
(Date)

In the presence of witnesses:

1.
2.

Signed by
(Date)

Name, Address
Signature of the
Bidder with date & Seal