



1. Technical specifications:

(To be provided by the supplier)

2. Special conditions:

- a. The requirement of space and infrastructure needed for the successful installation and operation of the items quoted should be provided with detailed
- b. diagram.
- c. Warranty to be provided for 24 months from the date of completion of the installation.
- d. Site condition should be considered before quoting the unit.
- e. Service manual and all technical information to be provided before installation.
- f. Spare parts required for 3 years of operation
- g. AMC terms should be given, if applicable.

3. Delivery Terms:

4. Place of Delivery: R & T Sub Centre, Jawaharlal Nehru Tropical Botanic Garden Research Institute , Kakkulissery, Kuzhur, Thrissur Dist, Pin – 680734.

I/We understand the instructions to the Tenderers and General Terms and Conditions of the Contract governing supplies detailed in Annexure – B. I/We have thoroughly examined the specifications of the stores referred above and my/our offer is to supply stores strictly in accordance with and subject to the terms and conditions stipulated in Annexure – B.

Signature of the Tenderer with Seal

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 basis (at R & T Sub Centre, Jawaharlal Nehru Tropical Botanic Garden, Research Institute , Kakkulissery, Kuzhur, Thrissur Dist, Pin – 680734 Kerala (2) F.O.R. Thiruvananthapuram (3) 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 Quotation.
2. **RIGHTS OF THE PRUCHASER:** 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 120 days from the date of opening of tender.
4. **CATALOGUE:** Tenderers shall furnish Leaflet/Technical Literature of the Stores offered by him along with the offer.
5. **POST TENDER QUALIFICATION:**
  - 1) Your firm should have ISO certification and valid copy of the Certificate needs to be produced with the tender.
  - 2) A list of not less than five Indian Customers, who have bought the same instrument during the last two years, is to be furnished along with the tender.
  - 3) Copies of the balance sheet for the last three years shall also be furnished.
  - 4) The bidders shall necessarily furnish details of Authorised Service provider in  
India.
  - 5) Dealers who are authorised to quote on behalf of the Principals shall provide valid  
Authorised Dealership Certificate from the Principals.
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. **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 delivery.**

**INDIGENOUS ORDERS:**

Full payment within 45 days of receipt and successful installation of stores at Purchaser's Site.

9. **WARRANTY:** The supply made by the supplier shall be of best quality and workmanship shall be in accordance with the specifications stipulated in the Purchase Order. Defects/deficiencies shall be made good by the supplier free of cost, notified within the applicable warranty period. Warranty shall be for a minimum period of 24 months from the date of putting into operation of stores or 30 months from the date of delivery whichever is earlier.
10. **PERFORMANCE GUARANTEE:** Bank Guarantee at 10% of the total cost of the equipment can be considered as performance Guarantee. Alternatively, a consent can be given in stamp paper worth Rs.50, giving stress to WARRANTY as mentioned above (a formal agreement giving all terms and conditions should be executed).
11. **SUBMISSION OF TENDERS:** Tenders shall be submitted (Registered Post/Courier/Hand delivery) in a sealed envelope superscribing tender number and due date and time and shall reach the Office of the Registrar, JNTBGRI 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. **ENGINEER'S SERVICE MANUAL AND INSTRUCTION MANUAL:** The Engineer's Service Manual including Circuit Diagram and Instruction Manual (Original Copies) of the equipment shall be supplied along with the delivery/shipment by the supplier in the event of a purchase order. This aspect

should be clearly indicated in the offer.

13. **INCOME TAX CLEARANCE CERTIFICATE:** In the case of Indian supplier, a copy of the latest (current and valid) Income Tax Clearance Certificate (ITCC) shall be furnished by the tenderers along with their offer and the offers without ITCC will not be considered.
14. **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 2% 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.
15. **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.
16. **JURISDICTION:** The court within the local limits of Thiruvananthapuram, the place from the purchase order is issued, will be the jurisdiction to deal with and decide any matter arising out of the contract subject to the clause 18 hereof.
17. **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 fulfillment of the contract.
18. **ARBITRATION:** Notwithstanding anything contained in clause 16 above, 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, Jawaharlal Nehru Tropical Botanic Garden and Research Institute, Palode, 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.

**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.

19. **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 or the Registrar of Jawaharlal Nehru Tropical Botanic Garden and Research Institute 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.

20. **EXEMPTION FROM PAYMENT OF DUTIES AND CONCESSIONAL SALES TAX:** The purchaser is eligible for availing customs duty exemption and excise duty exemption under the relevant rules (under DSIR) and Sales tax concession against Educational concession Form.

21. **SPARES & ACCESSORIES:** Offers for plant/machinery/equipment/instrument shall also state prices or essential accessories, optional accessories and spares necessary for 3 years of satisfactory operation of the machinery/equipment/instrument offered. Price for accessories and spares shall be itemised, offers where only lump sum prices are indicated are liable to be ignored. Particular care must be taken to list out each item of spare and quantity recommended and also individual price for these items.
  
22. **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 tenderes 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.
  
23. **TRAINING:** The contractor shall, in special cases, if required by the Purchaser provide facilities for the practical training of the purchaser's engineers and technical personnel in respect of repair, maintenance or operation of the plant/machinery/equipment/instrument offered at their manufacturing plant in India or abroad. The cost for such training (including travelling, boarding and other related expenses) and the number of trainees and duration of training and any other terms if any, should be indicated separately in the offer.
  
24. **INSTALLATION & COMMISSIONING:** In the event of an order, the supplier shall arrange satisfactory installation and commissioning of the plant/machinery equipment/instrument at purchaser's site, free of cost.
  
25. **SERVICE SOFTWARE/TOOLS:** The service software, tools required if any for the repair/maintenance of the plant/machinery/ equipment/instrument shall be quoted separately.

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