

**JAWAHAR NAVODAYA VIDYALAYA, HONDARABALU DIST: CHAMARAJANAGAR  
TERMS AND CONDITIONS OF THE TENDER NOTICE FOR  
SUPPLY OF \_\_\_\_\_**

1. The supplier/tenderer shall be deemed to have carefully examined the terms and conditions, specifications, etc of the \_\_\_\_\_ **item** to be supplied. If he has any doubt as to the meaning of any portion of the conditions, specifications he may refer to the JNV and get clarification.
2. In case **of items supplied other** than the approved brand, specifications, make or size, the same shall have to be replaced immediately by the supplier without extra cost. In case of any article supplied is not being approved, then expenses or loss caused to JNV as a result of rejection or replacement of supplies, shall be entirely to the account of the supplier. The assessment of loss shall be done by JNV.
3. Principal of JNV or his duly authorized representative shall have at all reasonable time access to the supplier's premises and shall have the power and all reasonable time to inspect and examine the materials and workmanship of all the material as the case may be.
4. If the items supplied are found damaged, mutilated, substandard or not conforming to the standard as per contract, the same will be rejected and the supplier shall have to replace the same immediately without any extra cost. The date of supply of replacement will be treated as the date of delivery and not the original one. Any expenses incurred/loss suffered by JNV on this supply shall be debited to the supplier's A/c.
5. **The rejected articles must be immediately removed by the supplier from the destination wherever they may be or within ten days of the date of intimation by the consignee. The Vidyalaya shall not be responsible for any loss, shortage, damage, etc.**
6. The supplier shall be responsible for the proper standard packing so as to avoid damage under normal conditions of transport by road and shall ensure delivery of the materials in good condition to the consignee. In the event of any loss, damage, torn/cut or any shortage found on checking/inspection of the materials by the consignee, the same shall be made good by the supplier.
7. The proposed rate by the tenderer includes all taxes and other charges and is on F.O.R. destination basis.
8. The supplier/tenderer shall furnish Demand Draft of State Bank of India as per Item & amount mentioned in Tender Notice in favour of Principal, Jawahar Navodaya Vidyalaya, Hondarabalu, Dist: Chamarajanagar towards EMD/SD along with Technical Bid. (as per annexure attached) If the Supplier will not supply the material within the stipulated time & as per tender specifications, the EMD will be forfeited and **the tenderer may be black listed for future transactions with JNV Hondarabalu, Dist: Chamarajanagar for a minimum period of 3 years or as decided by the appropriate authority.**
9. Remittance charges on payment made to the supplier will be borne by the supplier.

Signature of Tenderer with seal: \_\_\_\_\_

10. **SUPPLY /DELIVERY SCHEDULE** : The supplies shall be made strictly within the stipulated time as per supply order.
11. **INSURANCE : Where applicable** Transit Insurance coverage has to be taken by the supplier in favour JNV, Hondarabalu, Dist: Chamarajanagar to the extent of 110% of the total value of the consignment before effecting dispatches covering 'all risks' against any loss by theft, destruction or damage by fire, flood and exposure to weather or otherwise (war, rebellion, riot, etc.) from dispatching point to delivery point. In case of compensation/claim arising due to any reason, the purchaser shall get the claim directly from the **insurance company**. The insurance charges will be borne by the supplier.
12. **PAYMENT** : 100% payment will be made within 15 days after receipt of goods, installation and verification of the goods subject to availability of funds.
13. The supplier shall ensure that intimation of despatch about the stock is sent to the concerned consignee well in advance, so that the consignee is in a position to make necessary arrangement for taking delivery of the stock at JNV. **Supplies at odd hours should be avoided at all cost.**
14. To ensure transparency and timely payment, all supplies to the Vidyalaya should be invariably **accompanied by bills. No supplies without bill will be accepted under any cost.** The Vidyalaya reserves the right to refuse items not accompanied by bill. Security Deposit will be re-adjusted depending on the number of items in favour of different L1 parties.
15. All legal proceedings, if necessity arises to initiate by any of the parties JNV, Hondarabalu shall have to be lodged in Courts situated in Chamarajanagar District.
16. Any dispute arising in connection with this agreement not amicably settled, would be referred to the arbitrator i.e. three member Committee appointed by JNV who will act as sole arbitrator and the verdict of the arbitrator shall be final and binding on both the parties.
17. JNV HONDARABALU, Dist: CHAMARAJANAGAR SHALL HAVE THE RIGHT TO ACCEPT OR REJECT ALL TENDERS WITHOUT ASSIGNING ANY REASON THEREOF.
18. ALLOCATION OF QUANTITY TO ANY TENDERER SHALL BE AT THE SOLE DISCRETION OF THE JNV.
19. ANY CONDITION OTHER THAN THOSE MENTIONED ABOVE, SHALL NOT BE ACCEPTED.
20. ANY CONDITIONAL OFFER SHALL BE REJECTED SUMMARILY.
21. THE JNV RESERVES THE RIGHT TO INCREASE OR DECREASE OR CANCEL QUANTITY MENTIONED IN THE TENDER NOTICE OR SUPPLY ORDER AT ANY TIME WITHOUT ASSIGNING ANY REASON AT THE RISK AND COST OF THE SUPPLIER/TENDERER.

Signature of Tenderer with seal:\_\_\_\_\_

22. Person or persons signing the tender form shall state in **what capacity he or she or they are** signing the tender form e.g. as sole proprietor of the firm concerned or as Managing Director or Director or Secretary of Limited Company. In case of partnership firm, the names of all the partners should be recorded and the tender form should be signed by all the partners or their duly constituted attorney having authority to bind all partners in all matters pertaining to the contract as recorded in the power of attorney or in the partnership deed. True copy of the Registered "Partnership Deed" should be furnished along with the tender form, In case of a limited company, the tender form shall be signed by a person empowered to do so by the company, copy of Memorandum and Articles of Association of the company and the letter authorizing the person signing the tender documents **along with power of attorney** shall be attached to the tender form. In case of Hindu undivided family, the name of the family members should be recorded in the tender form and "Karta" who can bind the family, should sign the tender form and indicate his status below his signature. **In all cases, power of attorney to be submitted of the signatory.**
23. The person signing the tender form on behalf of another or on behalf of a Firm shall enclose with the tender form power of attorney or deed duly executed in his favour or the partnership deed giving him such power showing that, he has the authority to bind such other person or the firm, as the case may be in all matters pertaining to the contract. The power of attorney should be signed by all the partners in the case of partnership concerns, by the proprietor in case of a proprietary concern and by the person who by his signature can bind company in the case of limited company. In the case of Hindu undivided family the power of attorney should be signed by the "Karta" who by his signature can bind the family.
24. Tenderer should also enclose the documents to satisfy the above conditions **clauses 22 and 23** to ensure the validity of the tender, **otherwise, bid will not be accepted.** No partial quantity bidding is allowed

*For the interpretation of the tender conditions, the decision of the JNV will be final. The above terms and conditions from 1 to 24 and instructions as enclosed by JNV are acceptable to us and these conditions will constitute the conditions of contract between me/us and JNV, the moment our tender/proposal is accepted and firm supply order is issued.*

Signature of the Tenderer

Capacity:.....

**Witness (Signature, Name & Address)**

1. Signature.....

Name:.....

Phone No. : ..... Mobile No.:.....

Address:.....

2. Signature.....

Name:.....

Phone No. : ..... Mobile No.:.....

Address:.....

**TENDER FORM**  
**JAWAHAR NAVODAYA VIDYALAYA, HONDARABLU**  
**DIST: CHAMARAJANAGAR**  
**PART - A**

Sub: Technical bid for supply of \_\_\_\_\_ as per enclosed specification & list.

**PART – 'A' (To be filled by the JNV)**

1. Tender Notification Number :01/2019-20/ - DT.25.04.2019
2. Tender form No. :
3. Issued to : M/s.....  
 .....  
 .....
4. Date of Issue: .....
5. Date of opening of tender on **10.05.2019 at 11.30 AM.**
6. Tender fee Rs. 100/- (Receipt No. /Demand Draft No. .... dated ...../...../2019)

**PART B (To be filled by the Tenderer)**

I/We hereby submit Technical bid for supply of \_\_\_\_\_ as per terms, conditions and specifications of the above mentioned notification of JNV, Hondarabalu, Dist: Chamarajanagar which are acceptable to us. I/We are aware that while evaluating the Technical bid, if any/part (as decided by JNV, Hondarabalu) of the terms/items mentioned below is not found meeting the requirement of the tender notice, the bid will not be accepted.

1.	Earnest Money	(a) Bank ..... (b) Draft No. .... dated ..... (c) Amount Rs.....				
2.	Income Tax Registration details	Income Tax PAN No. .... Copy encl: Yes/No				
3.	GST Registration details.	(a) GST No. .... (b) Issuing authority: (c) Period of Validity:				
4.	Financial capacity of the tenderer	Audited Balance Sheet for the year 2017-18 Annexed : Yes/No <table border="1" style="margin-left: auto; margin-right: auto;"> <thead> <tr> <th style="width: 50%;">Financial Year</th> <th style="width: 50%;">Turnover</th> </tr> </thead> <tbody> <tr> <td>2018-19</td> <td></td> </tr> </tbody> </table>	Financial Year	Turnover	2018-19	
Financial Year	Turnover					
2018-19						
5.	Submitting of Product Prospectus/ Brochures/Samples of _____ as per list & specifications. (where applicable).	Yes / No				
6.	Registration Certificate for the manufacturing item (IF APPLICABLE) (Certified copies of registration certificates must be enclosed)	(a) License from Panchayat/Municipal: Yes/No (b) SSI Registration Certificate : Yes/No (c) NSIC Registration Certificate/DGS&D: Yes/No (d) Valid Certificate issued by any Govt. authority : <b>Yes/No</b> If yes, the Name of the authority ..... .....				

SIGNATURE OF THE TENDERER WITH SEAL

8.	Copy of ISO : 9001:2000 Certificate (IF APPLICABLE)	Number and date of certificate (a) Certificate No..... Dt. .... (b) Name of the issuing authority : ..... (c) Valid upto..... (d) Attested copy of the certificate Annexed : Yes/No
9.	Description of the registered trademark (where applicable)	

**Undertaking**

- i. I/We undertake to abide by the terms & conditions of tender notice along with Annexures.
- ii. I/We undertake to make the entire supply as per delivery schedule of tender notice.
- iii. The proposed rates are valid up to 30.04.2020 and extendable by two months.
- iv. I/we am/are not black listed or otherwise debarred from tendering/supplying from any State or Central Govt. Department/agency/undertaking.

**List of enclosures:**

- 1. ....
- 2. ....
- 3. ....
- 4. ....
- 5. ....
- 6. ....
- 7. ....
- 8. ....
- 9. ....
- 10. ....

**Signature of the Tenderer**

Name : ..... Capacity : .....

Postal Address : .....

.....  
.....

Phone No. : ..... Mobile No.:.....

Valid Email ID : .....