

Tender No.56/A4/2026/IMG

INSTITUTE OF MANAGEMENT IN GOVERNMENT

Thiruvananthapuram

TENDER



Containing General Conditions of Contract and Schedule for the supply of Jute File Folder

Name of Tenderer :

Address :

Signature of Tenderer :

Last date and time for the receipt of tenders : ..10/03/2026..03.00 PM

Form of Tender

Sir,

I/We hereby tender to supply, under the annexed general conditions of contract, the whole of the articles referred to and described in the attached specification and schedule, or any portion thereof, as may be decided by Government, at the rates quoted against each item. The articles will be delivered within the time and at the places specified in the schedule.

I/We am/are remitting/have separately remitted the required amount of Rs. 25,000 /- as earnest money.

Yours faithfully,

Date:.....

Signature:

Address:IMG

Vikas Bhavan.PO,
Thiruvananthapuram.

To be scored off in cases where no earnest money deposit is furnished.

General Conditions

Sealed tenders are invited for the supply of Jute File Folder as specified in the schedule below attached.

1. The tenders should be addressed in the prescribed form to the officer mentioned below in 2 cover system with the tender number and name duly superscribed on the cover. Tender Form can be downloaded from IMG website www.img.kerala.gov.in at free of cost.
2. Tenders which are not in the prescribed form are liable to be rejected. The rate quoted should be only in Indian currency.
3. Intending tenderer should send their tenders so as to reach the officer mentioned below, on due date and time (noted below). Tender received after the specified date and time will not be accepted on any account. The rates will be considered firm for acceptance till the date mentioned below. Tenders not stipulating period of firmness and tenders with price variation clause and/or 'subject to prior sale' condition are liable to be rejected.
4. Every tenderer should send along with his tender, an Earnest Money Deposit of **Rs.25,000/-** (Rupees twenty five Thousand only). The amount may be paid by Demand Draft (crossed) on the local branch of State Bank of India drawn in favor of the Director General, Institute of Management in Government, Thiruvananthapuram.
The earnest money of the unsuccessful tenderer will be returned as soon as possible after the tenderer are settled; but that of the successful tenderer will be adjusted

towards the security that will have to be deposited for the satisfactory fulfillment of the contract. No interest will be paid for the earnest money deposited.

5. If any tenderer withdraws from his tender before the expiry of the period fixed, deposited by him will be forfeited to Institute or such action taken against him as Institute think.
6. Tenderer shall invariably specify in their tenders the delivery conditions including the time required for the supply of articles tendered for.
7. (a) The tenderer shall clearly specify whether the articles offered bear Indian Standards Institution Certification Mark or not. In such cases, they shall produce copies of certification mark along with their tenders in support of it.

(b) Tenderer shall clearly specify whether the goods are offered from indigenous sources, from imported stocks in India or from foreign sources to be imported under a license. Director General, Institute of Management in Government, Thiruvananthapuram reserves the right to reject offers for import of goods if the Import Trade Control Policy in force at the time of award of the contract prohibits or restricts such imports.

8. The final acceptance of the tenders rests entirely with the Director General, Institute of Management in Government, Thiruvananthapuram who does not bind himself to accept the lowest or any tender. But the tenderer on their part should be prepared to carry out such portion of the supplies included in their tenderer as may be allotted to them.
9. In the case of materials of technical nature the successful tenders should be prepared to guarantee satisfactory performance for a definite period under a definite penalty.
10. The successful tenderer shall execute an agreement for the due fulfillment of the contract with in a period specified in the letter of acceptance. The contractor shall have to pay all stamp duty, lawyer's charges and other expenses incidental to execution of the agreement. Failure to execute the agreement within the period specified will entail the penalties set out in Para 11 below.
11. (a) The successful tenderer shall, before signing the agreement, and within the period

specified in the letter of acceptance of his tender, deposit a sum equivalent to 5 per cent of the value of the contract as security for the satisfactory fulfillment of the contract. The amount of security may be deposited in the manner prescribed in clause 4 supra. Deposit Receipt of State Bank of India endorsed in favor of the Director General, Institute of Management in Government, Thiruvananthapuram. If the successful tenderer fails to deposit the security and execute the agreement as stated above, the earnest money deposit by him will be forfeited to Institute of Management in Government (IMG) and the contract arranged elsewhere at the defaulter's risk and any loss incurred by Institute of Management in Government (IMG) on account of the purchase will be recovered from the defaulter who will, however, not be entitled to any gain accruing thereby. If the defaulting firm is a registered firm their registration is liable to be cancelled.

(b) In case where a successful tenderer, after having made partial supplies fails to fulfill the contracts in full, all or any of the materials not supplied may at the discretion of the Director General, Institute of Management in Government (IMG) be purchased by mean of another tender/quotation or by negotiation or from the next higher tenderer who had offered to supply already and the loss, if any, caused to the Institute shall thereby together with such sums as may be fixed by the Institute of Management in Government (IMG) towards damages be recovered from the defaulting tenderer.

(c) Even in case where no alternate purchases are arranged for the materials not supplied, the proportionate portion of the security deposit based on the cost of the materials not supplied at the rate shown in the tender of the defaulter shall be forfeited and balance alone shall be refunded.

12. The security deposit shall, subject to the conditions specified herein, be returned to the contractor within three months after the expiry of the contract but in the event of any dispute arising Institute of Management in Government (IMG) shall be entitled to deduct out of the deposits or the balance thereof, until such dispute is determined, the amount of such damages, costs, charges and expenses as may be claimed. The

same may also be deducted from any other sum which may be due at any time from Institute of Management in Government (IMG) to the contractor. In all cases where there are guarantee for the goods supplied the security deposit will be released only after the expiry of the guarantee period.

13.

i. All payments will be made by net banking/RTGS.

(b) All incidental expenses incurred by the Institute of Management in Government (IMG) for making payments outside the District in which the claim arises shall be borne by the contractor.

14. The tenderer shall quote also the percentage of rebate (discount) offered by them in case the payment is made promptly within fifteen days/within one month of taking delivery of stores.

15. Payments will be made only after the supplies are actually verified and taken to stock. In exceptional cases payments against satisfactory shipping documents will be made up to 90 percent of the value of the materials at the discretion of Director General , Institute of Management in Government(IMG). Bank charges incurred in connection with payment against documents through bank will be to the account of the contractor. The firms will produce stamped per-receipted invoices in all cases where payments (advance/final) for release of railway receipts shipping documents are made through banks. In exceptional cases where the stamped receipts of the Firms are not received for the payments (in advance) in stamped receipts of the bank (ie. Counterfoils of pay-in-slip issued by the Bank) alone may be accepted as a valid proof for the payment made.

16. The contractor shall not assign or make over the contract or the benefits or burdens thereof to any other person or body corporate. The contractor shall not under let or sub let to any person or persons or body corporate the execution of the contract or any part thereof without the consent in writing of the Director General , Institute of Management in Government(IMG) who shall have absolute power to refuse such

consent or to rescind such consent (if given) at any time if he is not satisfied with the manner in which the contract is being executed and no allowance or compensation shall be made to the contractor or the sub contractor upon such revision. Provided always that if such consent be given at any time, the contractor shall not be relieved from any obligation, duty or responsibility under this contract.

17. In case the contractor becomes insolvent, or goes into liquidation, or made or proposes to make any assignment for the benefit of his creditors or proposes any composition with his creditors for the settlement of his debts, or carries on his business or the contract under inspection on behalf of his creditors or in case any receiving order or orders, for the administration of his estate are made against him, or in case the contractor shall commit any act of insolvency or in case in which under any clause or clauses of his contract the contractor shall have rendered himself liable to damages amounting to the whole of his security deposit, the contract shall thereupon, after notice given by the Director General to the contractor be determined and the Institute may complete the contract in such time and manner and by such persons as the Institute shall think fit. But such determination of the contract shall be without any prejudice to any right or remedy of the Institute of Management in Government (IMG) against the contractor or his sureties in respect of any breach of contract therefore committed by the contractor. All expenses and damages caused to Institute of Management in Government (IMG) by any breach of contract by the contractor shall be paid by the contractor to Institute of Management in Government (IMG) and may be recovered from him under the provisions of the Revenue recovery Act in force in the State.
18. (a) In case the contractor fails to supply and deliver any of the said articles and things within the time provided for delivery of the same, or in case the contractor commits any breach of any of the covenants stipulations and agreement herein contained, and in his part to be observed and performed, then and in any such case, it shall be lawful for Institute of Management in Government (IMG) (if it shall think fit to do so) to arrange for the purchase of the said articles and things from elsewhere

or on behalf of the Institute of Management in Government (IMG) by an order in writing under the hands of the Director General put an end to this contract and in case the Institute of Management in Government (IMG) shall have incurred sustained or been put to any costs, damages or expenses by reason of such purchase or by reason of this contract having been so put an end to or in case any difference in price, compensation, loss, costs, damages, expenses and other moneys as shall for the time being payable by the contractor aforesaid.

(b) In case any difference or dispute arise in connection with the contract are legal proceedings relating to the matter shall be instituted in the Court within whose jurisdiction the Director General of Training voluntarily resides.

19. Any sum of money due and payable to the contractor (including security deposit returnable to him) under this contract may be appropriated by the IMG or any other person authorized by IMG and set-off against any claim of the IMG for the payment of a sum of money arising out of or under any other contract made by the contractor with the IMG or any other person authorized by the IMG. Any sum of money due and payable to the successful tenderer or contractor from IMG shall be adjusted against any sum of money due to Institute from him under any other contracts.
20. Every notice hereby required or authorized to be given may be either given to the contractor personally or left at his residence or last known place of abode or business, or may be handed over to his agent personally or may be addressed to the contractor by post at his usual or last known place of abode or business and if so addressed and posted shall be deemed to have been served on the contractor on the date on which in the ordinary course of post a letter so addressed and posted would reach his place of abode or business.
21. The tenderer shall undertake to supply materials according to the standard sample and /or specifications.
22. (a) No representation for enhancement of rates once accepted will be considered.

(b) In the case of imported goods, when the price accepted is the ex-site price quoted by the tenderer, the benefit of any reduction in the c.i.f.price should accrue to the purchasing department of Government.

23. Any attempt on the part of the tenderer, or their agents to influence the contract in their favor by personal canvassing with the officers concerned will disqualify the tenderer.
24. Tenderer should be prepared to accept orders subject to the penalty clause for forfeiture of security in the event of default in suppliers or failure to supply within the stipulated period.
25. Sample should be forwarded if called for an unapproved samples got back by the tenderer at their own cost. Samples sent by VP Post or 'freight to pay' will not be accepted. The approved samples may or may not be returned at the discretion of the undersigned. Sample sent by post, railway or plane should be so dispatched so as to reach the IMG not later than the date on which he tenders are due. In the case of samples sent by railway the receipt should be sent separately and not along with the tender since the tender will be opened only on the appointed day and demur rage will have to be paid if the railway parcels are not cleared in time. Institute of Management in Government (IMG), Thiruvananthapuram will not be responsible if any sample is found missing at any time due to the non-observance of the provisions of this clause. Tenderer whose samples are received late will not be considered. Sample should be forwarded under separate cover duly listed and the corresponding number of the item in the tender schedule should also be noted in the list of samples. Tenders for the supply of materials are liable to be rejected unless sample, if called for, of the materials tendered for are forwarded.
26. Telegraphic quotations will not be considered unless they give details of prices and are immediately followed by confirmation with full relevant details posted before the due date of the tenderer.
27. (a) The prices quoted should be inclusive of all taxes, duties, including GST etc.,

which are or may be become payable by the contractor under existing or future laws or rules of the country of origin supply or delivery during the course of execution of the contract.

(b) In case payment of customs / excise duty is to be made by the IMG, the IMG will pay the duty on the 'unloaded invoice price' only in the first instance, any difference being paid when the tenderer produces the final assessment orders later

28. Special conditions, if any, of the tenderer attached with the tender will not be applicable to the contract unless they are expressly accepted in writing by the purchaser.
29. (This applies only to the case of supply contracts where works such as erection and construction have also to be done. This may be scored out when not applicable). In the event of any question or dispute arising under these conditions or any special conditions of this contractor in connection with this contract the same shall be referred to the award of an arbitrator to be nominated by the Institute and an arbitrator to be nominated by the contractor or in case of the said arbitrators not agreeing then to the award of an umpire to be appointed by the arbitrators in writing before proceeding on the reference and the decision of the arbitration in the event of their not agreeing of the umpire appointed by them shall be final and conclusive and the provision of the Indian Arbitration Act,1940 and of the rules thereunder and any statutory modifications thereof shall be deemed to apply to and be incorporate in this contract. Upon every and any such reference the assessment of the costs incidental to their reference and award respectively shall be in the discretion of the arbitrators or in the event of their not agreeing of the umpire appointed by them. The venue of arbitration shall be the place from which the acceptance of tender is issued or such other place as the purchaser at his entire discretion may determine.

30.

S.NO.	Eligibility Criteria	Documents to be Submitted
1	The bidder should have a turnover of at least 20 Lakhs in the financial year 2024-2025	Copy of Certificate from authorized authority.
2	The vendor should have minimum of 3 years satisfactory experience.	Experience certificate from the client

		organization to be attached
3	The contractor should not be declared by any Public/Private Organization to be ineligible to participate for corrupt, fraudulent or any other unethical business practice and Blacklisted by Public/Private Organization.	
4	Bidder should have registered office in Kerala	Proof of office address or branch address to be produced.

31. The tender awardee must make an agreement signed in Kerala stamp paper works Rs.200/-

ANNEXURE

Agreement Format

Articles of agreement executed on this theDay ofTwo thousandand BETWEEN the Director General, IMG (hereinafter referred to as ‘the Institute’) of the one part and Sri..... (HE name and address of the tenderer) (hereinafter referred to as ‘the bounden’) of the part.

WHEREAS in response of the Notification No.....dated..... the bounden has submitted to the IMG a tender for the specified therein subject to the terms and conditions contained in the said tender;

WHEREAS the bounden has also deposited with the Institute a sum of Rs..... as earnest money for execution of an agreement undertaking the due fulfillment of the contractor in case his tender is accepted by the Institute.

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

1. In case tender submitted by the bounden is accepted by the Institute and the contract for.....is awarded to the bounden, the bounden shall withindays of acceptance of his tender execute an agreement with the Institute incorporating all the terms and conditions under which the Institute accepts his tender.
2. In case the bounden fails to execute the agreement as aforesaid incorporating the terms and conditions governing the contract, the Institute shall have power and authority to recover from the bounden and loss or damage caused to the Institute by such breach as may be determined by the Institute by appropriating the earnest money deposit by the bounden and if the earnest money is found to be inadequate the deficit amount may be recovered from the bounden and his properties movable and immovable in the manner hereinafter contained.
3. All sums found due to the Institute 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 in such other manner as the Institute may deem fit.

In witness whereof Shri.....(HE name and designation) for and on behalf of the Institute of Management in Government, and Shri.....the bounden have hereunto set their hand the day and year shown against their respective signatures.

Signed by Sri.....(date).....

In the presence of wines

- 1.
- 2.

Signed by Sri(date).....

In the presence of witness

- 1.
- 2.

List of Items with specification

Item	Specification
Normal Jute File Folder	36 x 25 cm
Jute File Folder with zip	36 x 25 cm