

**Tender for the supply of 'Marshall Apparatus' and 'Modified
Roughness Indicating Machine' for the CE Department of
LBSITW Poojappura, Thiruvananthapuram**

Tender No. P/1535/2022/PF – II
(Last date extended to 21/10/2022)

The Principal
LBS Institute of Technology for Women, Poojappura,
Thiruvananthapuram -695 012
Phone: 0471-2349232

Form of Tender

From,

.....
.....

To,

The Principal

LBS Institute of Technology for Women, Poojappura, Thiruvananthapuram -695 012

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, as may be decided by the Principal, LBS Institute of Technology, Thiruvananthapuram at the rates quoted against the 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. **2,056/-** (Rupees Two Thousand and Fifty Six Only) as Earnest Money.

Yours faithfully

Date:

Signature

Address

*(To be scored in cases where no earnest money deposit is furnished)

NOTICE INVITING TENDER
(Last date extended to 21/10/22)

No. P/1535/2022/P.F - II

Dated 10/10/2022

Tender for the Supply of ‘Marshall Apparatus’ and ‘Modified Roughness Indicating Machine’ for the CE Department of LBSITW Poojappura.

The Principal, LBS Institute of Technology for Women, Poojappura, Thiruvananthapuram invite Tenders from manufacturers/authorized distributors having proven track record for the supply of ‘**Marshall Apparatus**’ and ‘**Modified Roughness Indicating Machine**’ for the CE Department.

of LBSITW Poojappura, Thiruvananthapuram Details are available in www.lbt.ac.in and in www.lbscentre.kerala.gov.in

Specifications for the supply of ‘Marshall Apparatus’ and ‘Modified Roughness Indicating Machine’ for the CE Department of LBSITW

SI No.	Product Description	Qty
1	<p>Marshall Apparatus 50kN, Single speed New Model for 4” dia sample. Specifications: Maximum Vertical Clearance: 470mm (Platen Down, Cross-head up) Minimum Vertical Clearance: 250mm Platen up, Cross head down) Horizontal Clearance: 265mm Platen Diameter: 133mm Platen Travel: 25mm Platen Speed: 50.8mm/min. Rated Power: 375W Dimension: 550x400x870mm (l x w x h) Weight: 60kg The equipment consists of the following replaceable parts: Marshall Load frame capacity 50kN speed 50.8mm/min.- 1No. Breaking Head Stability Mould- 1No. Compaction Mould Steel cylindrical – 3Nos. Base Plate – 3Nos. Extension Collar – 3Nos. Compaction Pedestal Manual Operation comprising a steel plate capped on a wooden post. A Mould Clamp is fitted to the top of the plate – 1No. Compaction Hammer for use with Compaction Pedestal and Mould, weight 4.5kg with a free fall of 457mm – 2Nos. Load Transfer Bar – 1No. Sample Eject for 4” dia Sample- 1No. Dial Gauge 25mm travel, 0.01mm least count – 1No.</p>	1 No.

	Proving Ring capacity 25kN – 1No.	
2	<u>Modified Roughness Indicating Machine (MERLIN)</u> . This device consists of a rigid metal frame, 1.8 m long, with a wheel at the front, a curved foot at the rear and a moveable probe midway between the two which rests on the road Surface.	1 No

Superscription – Tender No. P/1535/2022/P.F – II dated: 16/08/2022 for the Supply of ‘Marshall Apparatus’ and ‘Modified Roughness Indicating Machine’ for the CE Department of LBSITW Poojappura, Thiruvananthapuram.	
Date and time of issuing of Tender forms	From 07/10/2022, 2pm
Due date and time for receipt of Tender	Up to 21/10/2022, 1 pm
Date and time up to which tenders are received	21/10/2022, 3 pm
Earnest money deposit	2,056/- /- (Rupees Two Thousand and Fifty Six Only)
Tender fee	Rs. 500 +18% GST ie. Rs. 590/-
Security Deposit	5% of the quoted Amount
Date up to which the rates are to be firm	Three months from the last date for submission of the Tender
Supply	Within 20 days on receipt of the supply order
Address of Officer from whom quotation forms are to be obtained and to whom quotation are to be sent	The Principal, LBS Institute of Technology for Women, Poojappura, Thiruvananthapuram -695 012.

Manufacturers/authorized distributors having credible experience can only participate in the quotation. The participating bidders are required to submit the offer for all items.

Quotationers are advised to study the Quotation document carefully. Submission of the quotation shall be deemed to have been done after careful study and examination of all instructions, forms, terms and required specifications in the quotation document with full understanding of its implications. Quotations not complying with all the given clauses in this quotation document are liable to be rejected.

Note:

1. The acceptance of the quotation will rest with the accepting authority and does not bind the accepting authority to accept the lowest bid or any quotation and reserve absolute right to accept or reject any quotation in full or in part or all quotations received; if no party is found suitable as per the requirement. Accepting authority reserve the right to fix the total quantity to be purchased which may change from the renderer quantity mentioned in this quotation document.
2. The Principal reserves the right to accept any quotation, and to cancel/abort the quotation process and reject all quotations at any time prior to award of contract, without thereby incurring any liability to the renderer, of any obligation to inform the affected agency of the grounds for Principal’ action and without assigning any reason.
3. The quotation inviting authority reserves the right for seeking extension of offers from the successful renderer. Acceptance of such request offer is however optional to the renderer.

4. Incomplete offers will not be considered and will be rejected.
5. Make/brand of the **'Marshall Apparatus' and 'Modified Roughness Indicating Machine'** should be mentioned on the tenders.
6. Buy back facility may be quoted at the same number at the same rating.
7. The Principal will not be responsible for any delays/on line technical issues related to online submission.
8. Quality and reliability of the product should be ensured. Noncompliance of these parameters will lead to the rejection of the product.
9. Prices should be inclusive of all taxes.

Sd/-
PRINCIPAL,
LBSITW Poojappura

GENERAL CONDITIONS

Sealed and competitive tenders are invited for the supply of the materials as specified in the schedule below/attached.

1. The tenders should be addressed to the officer mentioned below in a sealed cover with the tender number and name shown below duly super scribed on the cover.

2. The tenders should be in the prescribed form which can be obtained from the officer mentioned below on payment of the price which is also noted below. Duplicate copies of tender forms will also be issued at the rate specified below. The cost of tender forms once paid will not be refunded. Tenders which are not in the prescribed form are liable to be rejected. The rates quoted should be only in Indian currency. Tenders in any other currency are liable to rejection. **Those tenderers who download the tender form from our website should remit the tender fee separately by means of DD drawn in favor of the Principal.**

3. Intending tenderers should send their tenders so as to reach the officer mentioned below, on due date and time (noted below). No tender received after the specified date and time will 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. (a) Every tenderer should send along with his tender, an earnest money of Rs. 2056/- The amount may be paid as Demand Draft from any nationalized bank payable at Thiruvananthapuram drawn in favor of "The Principal LBSITW Poojappura. Cheque will not be accepted. The Earnest Money of the unsuccessful tenderers will be returned within a period of one month after the tenders are settled; but that of the successful tenderers will be adjusted towards the security that will have to be deposited for the satisfactory fulfillment of the contract. "If the Earnest Money Deposit of the successful tenderer is not refunded within three months of finalization of the contract interest at the rate of interest paid for S.B. accounts by nationalized banks will be paid on the Earnest Money Deposit".

(b)(I) Micro, Small & Medium Enterprises and Cottage Industries and Industrial co-operatives within the State which are certified as such by the Director of Industries and commerce or by the Regional Joint Directors of Industries and Commerce will be exempted from furnishing earnest money deposits in support of tenders submitted by them. The Khadi and village Industries Co-operative Societies and the institutions registered under the Literary, Scientific and Charitable Societies Act and financed by the Kerala Khadi and Village Industries Board within that State which are certified as such by the Secretary, Kerala Khadi Village Industries Board will be exempted from furnishing earnest money deposits in support of tenders submitted by them.

Government Institutions/State Public Sector Industries which manufacture and supply stores will also be exempted from furnishing earnest money for tenders submitted by them.

(ii) Micro and Small Enterprises and Industrial Co-operatives within the State which have been registered as such with the Industries Department (Department under the control of the Director of Industries and Commerce) on furnishing proof of such registration will be exempted from furnishing security deposit against contracts for supply of stores manufactured by them provided that an officer of and above the rank of Deputy Director of Industries and commerce having jurisdiction over the area also certifies to the soundness and reliability of the concerns to undertake the contracts. The Khadi and Village Industries Co-operative Societies within the State which have been registered as such with the Kerala Khadi and Village Industries Board and the institutions registered under the Literary, Scientific and Charitable Societies Act and which are financed by the Board within the State on furnishing proof of such registration will be exempted from furnishing security deposits against contracts for supply of stores manufactured by them provided that the Secretary, Kerala Khadi and Village Industries Board also certifies to the soundness and reliability of the concerns to undertake the contracts. Government Institutions or any Institutions listed in Annexure 16 which supplies stores, and Government of India Undertaking will also be exempted from furnishing security in respect of contracts for supply of stores.

c. In the matter of purchase of stores, Small Scale Industrial Units sponsored by the National Small Scale Industries Corporation Limited, New Delhi and in respect of which competency certificates are issued by the Corporation will be exempted from payment of Earnest Money Deposits and Security Deposits.

(d) The exemption stipulated in clauses (b) & (c) above will not however, apply to tenders for the supply of raw materials or dietary articles or stores on rate or running contract basis.

5. The tenders will be opened on the appointed day and time in the office of the undersigned, in the presence of such of those tenderers or their nominees who may be present at that time.

6. If any tenderer withdraws from his tender before the expiry of the period fixed for keeping the rates firm for acceptance, the earnest money if, any, deposited by him will be forfeited by the Principal or such action taken against him by the Principal think fit.

7. Tenderer shall invariably specify in their tenders the delivery conditions including the time required for the supply of articles tendered for.

8. (a) The Tender 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 tender in support of it.

8.(b) The final acceptance of the tender will rest with the accepting authority and does not bind the accepting authority to accept the lowest bid or any tender and reserve absolute right to accept or reject any tender in full or in part or all tenders received; if no party is found suitable as per the requirement. Accepting authority reserve the right to fix the total quantity to be purchased which may change from the tendered quantity mentioned in this tender document.

9.(a) The Principal reserves the right to accept any tender, and to cancel/abort the tender process and reject all tenders at any time prior to award of contract, without thereby incurring any liability to the tenderer, of any obligation to inform the affected agency of the grounds for Principal's action and without assigning any reason.

9.(b) The tender inviting authority reserves the right for seeking extension of offers from the successful Tenderer. Acceptance of such request offer is however optional to the Tenderer.

10. In complete offers will not be considered and will be rejected.

11. The Principal will not be responsible for any delays/on line technical issues related to on line submission.

12. The tenders should be addressed to the officer mentioned below in a sealed cover with the tender number and name shown below duly super scribed on the cover.

13. The tenders should be in the prescribed form which can be obtained from the officer mentioned below on payment of the price which is also noted below. Duplicate copies of tender forms will also be issued at the rate specified below. The cost of tender forms once paid will not be refunded. Tenders which are not in the prescribed form are liable to be rejected. The rates quoted should be only in Indian currency. Tenders in any other currency are liable to rejection.

14. Intending tenderers should send their tenders so as to reach the officer mentioned below, on due date and time (noted below). No tender received after the specified date and time will 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.

(a) Every tenderer should send along with his tender, an earnest money of Rs. **2056/-**. The amount may be paid as Demand Draft from any nationalized bank payable at Thiruvananthapuram drawn in favor of "The Principal, LBS Institute of Technology for Women, Poojappura. Cheque will not be accepted. The earnest money of the unsuccessful tenderers will be returned within a period of one month after the tenders are settled; but that

of the successful tenderers will be adjusted towards the security that will have to be deposited for the satisfactory fulfillment of the contract. "If the Earnest Money Deposit of the successful tenderer is not refunded within three months of finalization of the contract interest at the rate of interest paid for S.B. accounts by nationalized banks will be paid on the Earnest Money Deposit".

(b) (i) Micro, Small & Medium Enterprises and Cottage Industries and Industrial co-operatives within the State which are certified as such by the Special Officer of Industries and commerce or by the Regional Joint Directors of Industries and Commerce will be exempted from furnishing earnest money deposits in support of tenders submitted by them. The Khadi and village Industries Co-operative Societies and the institutions registered under the Literary, Scientific and Charitable Societies Act and financed by the Kerala Khadi and Village Industries Board within that State which are certified as such by the Secretary, Kerala Khadi Village Industries Board will be exempted from furnishing earnest money deposits in support of tenders submitted by them. Government Institutions/State Public Sector Industries which manufacture and supply stores will also be exempted from furnishing earnest money for tenders submitted by them.

(ii) Micro and Small Enterprises and Industrial Co-operatives within the State which have been registered as such with the Industries Department (Department under the control of the Director of Industries and Commerce) on furnishing proof of such registration will be exempted from furnishing security deposit against contracts for supply of stores manufactured by them provided that an officer of and above the rank of Deputy Director of Industries and commerce having jurisdiction over the area also certifies to the soundness and reliability of the concerns to undertake the contracts. The Khadi and Village Industries Co-operative Societies within the State which have been registered as such with the Kerala Khadi and Village Industries Board and the institutions registered under the Literary, Scientific and Charitable Societies Act and which are financed by the Board within the State on furnishing proof of such registration will be exempted from furnishing security deposits against contracts for supply of stores manufactured by them provided that the Secretary, Kerala Khadi and Village Industries Board also certifies to the soundness and reliability of the concerns to undertake the contracts. Government Institutions or any Institutions listed in Annexure 16 which supplies stores, and Government of India Undertaking will also be exempted from furnishing security in respect of contracts for supply of stores.

(c) In the matter of purchase of stores, Small Scale Industrial Units sponsored by the National Small Scale Industries Corporation Limited, New Delhi and in respect of which competency certificates are issued by the Corporation will be exempted from payment of Earnest Money Deposits and Security Deposits.

(d) The exemption stipulated in clauses (b) & (c) above will not however, apply to tenders for the supply of raw materials or dietary articles or stores on rate or running contract basis.

15. The tenders will be opened on the appointed day and time in the office of the undersigned, in the presence of such of those tenderers or their nominees who may be present at that time.
16. If any tenderer withdraws from his tender before the expiry of the period fixed for keeping the rates firm for acceptance, the earnest money if, any, deposited by him will be forfeited by the Principal, or such action taken against him by the Principal think fit.
17. Tenderers shall invariably specify in their tenders the delivery conditions including the time required for the supply of articles tendered for.
- 18.(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 tender in support of it.
- 18.(b) Tenderers 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. The Principal 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.
19. The final acceptance of the tenders rests entirely with the Principal who do not bind themselves to accept the lowest or any tender. But the tenderers on their part should be prepared to carry out such portion of the supplies included in their tenders as may be allotted to them.
20. In the case of materials of technical nature the successful tenderer should be prepared to guarantee satisfactory performance for a definite period under a definite penalty.
21. Communication of acceptance of the tender normally constitutes a concluded contract. Nevertheless, the successful tenderer shall also execute an agreement in stamp paper worth Rs.220/- for the due fulfillment of the contract within the period to be specified in the letter of acceptance. The contractor shall have to pay all stamp duty, lawyer's charges and other expenses incidental to the execution of the agreement. Failure to execute the agreement within the period specified will entail the penalties set out in para 22 below.
22. (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 less the amount of money deposited by him along with his tender. The amount of security may be deposited in the manner prescribed in clause 4 supra or in Government Treasury Savings Bank and the Pass Book pledged to purchasing officer or in Fixed Deposit Receipts of State Bank of Travancore/State Bank of India endorsed in favour of the above officer. Letters of guarantee in the prescribed form for the amount of security from an approved Bank will also be considered enough at the discretion of the Principal. If the successful tenderer fails to deposit the security and execute the agreement as stated above, the earnest money deposited by him will be forfeited by the Special Officer and contract arranged elsewhere at the defaulter's risk and any loss incurred by the Special Officer 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.

22.(b) In cases 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 Special Officer, be purchased by means 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 Principal shall thereby together with such sums as may be fixed by the Principal towards damages be recovered from the defaulting tenderer.

22.(c) Even in cases 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.

22.(d) If the contractor fails to deliver all or any of the stores or perform the service within the time/period(s) specified in the contract, the purchaser shall without prejudice to its other remedies under the contract, deduct from the contract price as liquidated, damages, a sum equivalent to 0.5% or 1% of the delivered price of the delayed stores or unperformed services for each week of delay until actual delivery or performance, up to a maximum deduction of 10% of the contract prices of the delayed stores or services. Once the maximum is reached, the purchaser may consider termination of the contract at the risk and cost of the contractor.

23. The security deposit shall, subject to the conditions specified herein, be returned to the contractor within three months after the expiration of the contract, but in the event of any dispute arising between the Principal and the contractor, the Principal 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 the Principal 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. If the Security is not released even after the completion of one year, from the date of expiry of the period of contract provided there are no complaints against the contractor. Interest at the rate of interest paid for S.B. accounts by nationalized banks will be paid on the Security Deposit.

(a) "If the Earnest Money Deposit/Security Deposit is not released within the period specified for no fault of the Contractor, the loss incurred to the Principal shall be made good from the officer responsible for the belated release of the Earnest Money deposit/Security Deposit."

24. (a) All payments to the contractors will be made by the Special Officer in due course: -

- (i) Either by Departmental cheque payable at the Kerala Government Treasuries; or
- (ii) By cheque of any nationalized or scheduled or nationalized bank.
- (iii) In the case of supplies from abroad by drafts as may be, arranged between the contracting parties.

(b) All incidental expenses incurred by the Principal for making payments outside the district in which the claim arises shall be borne by the contractor.

25. The tenderers 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.

26. Ordinarily payments will be made only after the supplies are actually verified and taken to stock. But in exceptional cases, payments against satisfactory shipping documents including certificates of Insurance will be made up to 90 percent of the value of the materials at the discretion of the Principal. Bank charges incurred in connection with payment against documents through bank will be to the account of the contractor. The firms will produce stamped pre-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) the unstamped receipt of the Bank (i.e., counterfoils of pay-in-slips issued by the Bank) alone may be accepted as a valid proof for the payment made.

The contractor shall not assign or make over the contract on the benefits or burdens thereof to any other person or body corporate. The contractor shall not underlet or sublet to any person or persons or body corporate the execution of the contract or any part thereof without the consent in writing of the purchasing officer 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 rescission. 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.

27.(a) In case the contractor becomes insolvent or goes into liquidation, or makes 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, carries on his business or the contract under inspection on behalf of or 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 case in which under any clause or clauses of this contract the contractor shall have rendered himself liable to damages amounting to the whole of his security deposits, the contract shall, thereupon, after notice given by the Principal to the contractor, be determined and the Principal may complete the contract in such time and manner and by such persons as the Principal shall think fit. But such determination of the contract shall be without any prejudice to any right or remedy of the Principal against the contractor or his sureties in respect of any breach of contract therefore committed by the contractor. All expenses and damages caused to the Principal by any breach of contract by the contractor shall be paid by the contractor to the Principal and may be recovered from him under the provisions of the Revenue Recovery Act in force in the State.

28.(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 agreements herein contained, and on his part to be observed and performed, then and in any such case, it shall be lawful for the Principal (if they shall think fit to do so) to arrange for the purchase of the said articles and things from elsewhere or on behalf of the Principal by an order in writing under the hand of the Principal put an end to this contract and in case the Principal 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 or other money shall then or any time during the continuance of this contract be payable by the contractor to the Principal under and by virtue of this contract, it shall be lawful for the Principal from and out of any moneys for the time being payable or owing to the contractor from the Director under or by virtue of this contract or otherwise to pay and reimburse to the Principal all such costs, damages and expenses they may have sustained, incurred or been put to by reason of the purchase made elsewhere or by reason of this contract having been so put an end to as aforesaid and also all such difference in price, compensation, loss, costs, damages, expenses and other moneys as shall for the time being be payable by the contractor aforesaid.

(b) In case any difference or dispute arises in connection with the contract, all legal proceeding relating to the matter shall be instituted in the Court within whose jurisdiction the purchasing officer voluntarily resides.

29. Any sum of money due and payable to the contractor (including security deposit returnable to him) under this contract may be appropriated by the Principal or any other person authorized by him and set off against any claim of the Principal for the payment of a sum of money arising out of or under any other contract made by the contractor with the Principal or any other person authorized by him. Any sum of money due and payable to the successful tenderer or contractor from the Principal shall be adjusted against any sum of money due to the Principal from him under any other contracts.

30. 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.

31. The tenderer shall undertake to supply materials according to the standard sample and/or specifications.

32. (a) No representation for enhancement of rates once accepted will be considered. However, in exceptional cases if the Principal is convinced of any compelling need for enhancement of rate, it may do so.

(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 Director.

33. Any attempts on the part of the tenderers or their agents to influence the Principal in their favour by personal canvassing with the officers concerned will disqualify the tenderers.

34. Tenderers should be prepared to accept orders subject to the penalty clause for forfeiture of security in the event of default in supplies or failure to supply within the stipulated period.

35. Samples should be forwarded if called for unapproved samples go back by the tenderers at their own cost. Samples sent by V.P. 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 as to reach the Principal not later than the date on which

the 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 demurrage will have to be paid if the railway parcels are not cleared in time the Principal will not be responsible if any sample is found missing at any time due to the non-observance of the provisions of this clause. Tenderers whose samples are received late will not be considered. Samples 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 samples, if called for, of the materials tendered for are forwarded.

36. 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 tender.
37. (a) The prices quoted should be inclusive of all taxes, duties cesses, etc., which are or may 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 Director, 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.
38. The tenderer will invariably furnish the following certificate with their bills for payment: -
"Certified that the goods on which sales tax has been charged have not been exempted under the Central Sales Tax Act or States Sales Tax Act or the Rules made there under and the charges on account of sales tax on these goods are correct under the provisions of the relevant Act or the rules made there under, Certified further that we (or our Branch or agent) (Address)..... Are registered as dealers in the State of under Registration No. for purposes of sales tax."
39. Special conditions, if any, of the tenderers attached with the tenders will not be applicable to the contract unless they are expressly accepted in writing by the Principal, LBS Institute of Technology for Women.
40. (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 contract or in connection with this contract the same shall be referred to the award of an arbitrator to be nominated by the Principal 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 or 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 there under

and any statutory modifications thereof shall be deemed to apply to and be incorporated 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.

41. The tenderer should send along with his tender an agreement executed and signed in Kerala Stamp Paper of value Rs. 200/- purchased in the Kerala State. Stamp Paper will be supplied to firms outside Kerala along with the tender forms on payment of (Rs. 200/- being the value of the stamp paper and Rs.30/- incidental charges) which may be remitted by money order in advance. A specimen form of agreement is also given in this Annexure. Tenders without the agreement in stamped paper will be rejected outright. But in deserving cases where agreement has not been received, the Principal may exercise his discretion and call upon such tenderer to execute the agreement within a period of ten days from the date of issue of such intimation, if the Principal is satisfied that the omission to forward the agreement along with the tender was due to causes beyond the control of the tenderer and was not due to any negligence on his part. Agreement received from a tenderer after the above time limit will not be considered.
42. The bidder should have at least one service office in Kerala state with sufficient spares.

Name of office: **LBS Institute of Technology**

**Sd/-
PRINCIPAL
(LBS Institute of Technology for
Women, Poojappura,
Thiruvananthapuram)**

Date: 07/10/2022

PRELIMINARY AGREEMENT

Articles of agreement executed on this the day of between the Principal, LBS Institute of Technology for Women, Poojappura, Thiruvananthapuram (hereinafter referred to as “the Principal”) of the one part and Shri..... (H.E. name and address of the tenderer) (hereinafter referred to as “the bounden”) of the other part.

WHEREAS in response to the Notification No..... dated the bounden has submitted to the Principal a tender for the supply of **‘Marshall Apparatus’ and ‘Modified Roughness Indicating Machine’** therein subject to the terms and conditions contained in the said tender;

WHEREAS the bounden has also deposited with the Special Officer a sum of **Rs. 2056/-** as earnest money for execution of an agreement undertaking the due fulfillment of the contract in case his tender is accepted by the Special Officer.

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 Principal and the contract for the supply of **‘Marshall Apparatus’ and ‘Modified Roughness Indicating Machine’** to LBSITW Poojappura, Thiruvananthapuram is awarded to the bounden, the bounden shall within 7 days of acceptance of his tender execute an agreement with the Principal incorporating all the terms and conditions under which the Principal accepts his tender.
2. In case the bounden fails to execute the agreement as aforesaid incorporating the terms and conditions governing the contract, the Principal shall have power and authority to recover from the bounden any loss or damage caused to the Principal by such breach as may be determined by the Principal by appropriating the earnest money deposited by the bounden and if 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 Principal 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 Principal may deem fit.

In witness whereof Principal (H.E. name and designation) for and on behalf of the Principal and Bounden have hereunto set their hands the day and year shown against their respective signatures.

Signed by Shri. (date)

In the presence of witnesses:

1.

2.

Signed by Shri. (date)
.....

In the presence of witnesses:

1.

2.