

TENDER FORM

LIGHT WEIGHT DEFLECTOMETER

From

To

The Director,  
National Transportation Planning and  
Research Centre (NATPAC),  
Sasthra Bhavan, Pattom P.O,  
Thiruvananthapuram – 04.

Sir,

I / we hereby tender to supply, under the annexed general and special 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 the National Transportation Planning and Research Centre (NATPAC) 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  
'.....as Earnest Money Deposit (EMD).

Yours faithfully,

Signature:

Name and Address:

Date:

LIGHT WEIGHT DEFLECTOMETER

SUPERSCRPTION

Tender No.	NATPAC/10942/2018-GA3/04
Last date for receipt of Tender	14.12.2018, 12.30 pm.
Date, time and place for opening of tender	14.12.2018, 3 pm, 5 <sup>th</sup> floor, Mini Conference Hall, Sasthra Bhavan, Pattom, Thiruvananthapuram – 04.
Date up to which the rates are to be firm for acceptance	6 months
EMD to be furnished with tender articles	1% of the total cost of items tendered for ( <i>rounded to the nearest rupee</i> ) subject to a minimum of Rs.1,500/-
Address of officer to whom the tenders are to be sent	The Director, KSCSTE-National Transportation Planning and Research Centre, 5 <sup>th</sup> floor, Sasthra Bhavan, Pattom P.O Thiruvananthapuram - 4

Sd/-  
DIRECTOR

Date: 21/11/2018

SCHEDULE OF ITEMS: LIGHT WEIGHT DEFLECTOMETER

SPECIFICATION			Qty	Rate per unit	Total Amount - All inclusive rate
1	Load plate	Diameter -300 mm Plate thickness -20 mm Total weight -15 kg Material- zinc coated steel	1 Set		
2	Electronic Settlement Measuring Instrument	Power supply -4 X R6 batteries Dimensions- 216mm X 90mm X 40 mm Settlement measuring range- 0.1 to 2.0 mm ± 0.02 mm Measuring range- $E_{vd} E < 225 \text{ MN/m}^2$ Temperature range- 0 to 40°C Storage capacity of measured data -1000 series Menu navigation -Selectable			
3	Loading Mechanism	Drop Weight -10.0 kg Total Weight -15.0 kg Max. impact force- 7.07 kN Duration of impact $17.0 \pm 1.5 \text{ ms}$ Material -zinc coated/hard-chrome plated steel			

Terms & Conditions

Duties and Taxes	The price quoted shall include all duties and taxes.
Minimum Warranty	Not less than 1 year
Delivery	Four weeks from the date of supply order at the office of NATPAC, Sasthra Bhavan, Pattom, Thirvananthapuram.
Customers / Clients	The list of supplies made so far to Govt./ Quasi Govt./ Autonomous Institutions in Kerala has to be furnished along with tender.
Payment	The payment will be made after satisfactory installation, training and certification by the authority.
Authority of the Director, NATPAC	The Director, NATPAC reserves the right to modify, alter or cancel this tender proceedings without any notice or purchase a lesser or higher quantity or procure the items through any other mode and the decision by the Director in this regard is final.

Note

1. Specifications shown in the 'Schedule of items' are only indicative. The rate for machine with higher configuration also can be submitted.
2. Firms having DGS&D rate for their machine may enclose a copy of DGS&D documents for perusal.
3. Terms for AMC for the period after warranty and rate may also be specified.

We are agreeable to all the above terms and conditions.

Signature with date:  
Name and Address:  
(Tender)

## GENERAL CONDITIONS

Sealed tenders are invited for the supply & installation of the materials as specified in the schedule above attached.

1. The tenders should be addressed in the prescribed form to the officer mentioned in the superscription in a sealed cover with the tender number and name duly super scribed on the cover.
2. The rates quoted should be only in Indian Currency.
3. Intending tenderers should send their tenders so as to reach the officer mentioned in the superscription on due date and time. No tender received after the specified date and time will be accepted on any account. The rates will be considered firm for acceptance up to 6 months. Tenders not stipulating period of firmness and tenders with price variation clause and / or 'subject to prior sale' condition are liable to rejected.
4. Every tenderer should send along with his tender, an Earnest Money Deposit (EMD) of *one percent of the total cost of the articles tendered for (rounded to the nearest rupee)* subject to a minimum of Rs.1,500/-, in the form of Demand Draft drawn in the name of the Director, National Transportation Planning and Research Centre, payable at Thiruvananthapuram. The EMD of the unsuccessful tenderer will be returned as soon as possible after the tenders are settled; but that of the successful tenders 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 expiry of the period fixed the rates firm for acceptance, the EMD, if any, deposited by him will be forfeited to the Centre or such action taken against him as the Centre may think fit.
6. The final acceptance of the tenders rests entirely with the Director, National Transportation Planning and Research Centre 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 tenders as may be allotted to them.
7. The successful tenderer shall execute an agreement for the due fulfillment of the contract within 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 the execution of the agreement. Failure to execute the agreement within the period specified will entail the penalties set out in para 8 below.
8.
  - i) The successful tenderer shall, before signing the agreement, within 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 as security may be deposited in the manner prescribed in clause 5 supra. (No other form of security other than Demand Draft shall be accepted). If the successful tenderer fails to deposit the security and execute the agreement as stated above, the EMD will be forfeited to the Centre and the contract arranged elsewhere at the defaulter's risk and any loss incurred by the Centre on account of the purchase will 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.

- ii) In cases where a successful tenderer, after having made partial supplies fail to fulfill the contract in full, all or any of the materials not supplied may, at the discretion of the Director, National Transportation Planning and Research Centre, 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 Centre shall thereby together with such sums as may be fixed by the Centre towards damages be recovered from the defaulting tenderers.
  - iii) 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 rates shown in the tender of defaulter shall be forfeited and the balance alone shall be refunded.
9. In case there is no guarantee or warranty for the goods supplied, the security deposit shall, subject to the conditions specified here in, be returned to the Contractor within three months after the expiry of the contract. But in case of any dispute arising, the National Transportation Planning and Research Centre shall be entitled to deduct out of the deposit 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 Centre to the contractor. In all cases there is guarantee / warranty for the goods supplied the security deposit will be released only after expiry of the guarantee / warranty period. No interest shall be paid for security deposit even if its release is delayed.
10. The tenderers shall quote also the percentage of rebate (discount) offered by them in case the payment is made promptly (period to be specified).
11. Payments will be made only after the supplies are actually received, installed, commissioned and completion certificate from authorized officers are submitted. The payments will be made ONLY in Indian rupees in the form of local cheques / DD payable in India. In the case of DD all incidental expenses must be met by the supplier(s).
12. 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 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 Director, National Transportation Planning and Research Centre who shall have absolute powers 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.
13. In case the contractor becomes insolvent, or goes into liquidation, or made or propose 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 security deposits, the contract shall there upon, after notice given by the Director to the contractor be determined and the Centre may complete the contract in such time and manner and by such persons as the National

Transportation Planning and Research Centre shall think fit. But such determination of contract shall be without any prejudice to any right or remedy of the Centre 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 National Transportation Planning and Research Centre by any breach of contract by the contractor shall be paid by the contractor to the Centre and may be recovered from him under the provisions of the Revenue Recovery Act in force in the State.

14. 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 in his part to be observed and performed, then and in any such case, it shall be lawful for the centre (if it shall think fit to do so) to arrange for the purchase of the said article sand things from elsewhere or on behalf of the centre by an order in writing under hand of the Director put an end to this contract and in case the Centre 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 and difference in price, compensation, loss, costs, damages, expenses and other moneys as shall for the time being be payable by the contractor aforesaid.
15. In case any difference or dispute arises in connection with the contract, all legal proceedings relating to the matter shall be instituted in the Court at Thiruvananthapuram only.
16. Any sum of money due and payable to the contractor (including security deposit returnable to him) under this contract may be appropriated by the Centre or any other person authorized by the Centre and set off against any claim of the Centre for the payment of a sum of money arising out of or under any other contract made by the contractor with the Centre or any other person authorized by the Centre. Any sum of money due and payable to the successful tenderer or contractor from Centre shall be adjusted against any sum of money due to the Centre from him under any other contracts.
17. 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 ordinary course of post a letter so addressed and posted would reach his place of abode or business.
18. The tenderer shall undertake to supply materials according to the standard sample and/or specifications.
19. 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 tenderers.
20. 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.
21. The rates quoted should be inclusive of all taxes, duties, 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. Incase ST or any other tax is extra, the rate payable must be clearly specified.
22. The tender will invariably furnish the following certificates with their bill for payment.

“Certified that the goods on which GST has been charged have not been exempted under the GST Act or the Rules made there under and the charge on account of GST on these goods are correct under the provisions of the relevant act or the rules made there under.”

“Certified further that we (or Branch or Agent)

(Address)

are registered as dealers in the State of ..... under Registration No..... for the purposes of GST.”

1. Special condition, if any, of the tenders attached with the tender will not be applicable to the contract unless they expressly accepted in writing by the centre.
2. The tenderer should send along with his tender an agreement executed and signed in Stamp Paper worth ` 200/-. A specimen form of agreement is given as annexure to the tender. Tenders without agreement Stamp Paper will be rejected out-right.

Sd/-  
DIRECTOR

Special Conditions.

1. Those who capable of completing the work within the time specified in the Schedule alone need furnish bids.
2. The Rate quoted should be all inclusive for the supply of the items at the station specified in full and good condition.
3. The Centre will be free to award supply order of the items specified in the Schedule to different tenderers if necessary.
4. The Centre will be free to accept belated supplies realizing penalty not exceeding 2% of the total value of the contract. The acceptance of belated supplies and realizing penalty are at the sole discretion of the Director, NATPAC.
5. The payment will be made only after effecting complete supply installation and certification of the materials supplied at the places specified in Condition No.2 above. No advance or part payment will be made.
6. Taxes, If any, realizable at sources as per rules of Government (Central or State) will be deducted while effecting payment.
7. The contractor shall certify that the stores supplied to the purchaser under any supply order placed against this contract are of the best quality and workmanship and new in all respects and are strictly in accordance with the specification and particulars mentioned in the quotation and supply order.
8. The contractor shall guarantee that the stores supplied would continue to be of the same quality and particulars for a period of 12 months or guarantee period whichever is longer period from the date of final acceptance of the store by the consignee. The contractor further agrees that notwithstanding the fact that the quality have inspected and/or approved the said stores, if during the aforesaid guarantee period or 12months, the said stores be discovered not to conform to the description and quality aforesaid not giving satisfactory performance or have deteriorated and the decision of the centre in that behalf shall be final and binding on the contractor and the purchaser shall be entitled to call upon the contractor to rectify and/or replace the stores or such portion thereof as is found to be defective by the centre within a reasonable period, or such specified period as may be allowed by the centre in his discretion of application made thereof by the contractor and in such event, the above period shall apply to the stores rectified and/or replaced from the date of rectification and/or replacement mentioned in warranty thereof. Otherwise the contractor shall pay to the centre such compensations may arise by reasons of the warranty therein contained.
9. The contractor shall furnish the warranty to the effect that before going out of production for the spare parts, they will give adequate notice to the purchaser of the equipment so that the latter may undertake the balance of lifetime requirements.
10. The contractor shall furnish the warranty to the effect that they will furnish the blue prints of drawings, of the spares, if and when required in connection with the main equipment.

Sd/-  
DIRECTOR,

AGREEMENT

Articles of agreement executed on this the \_\_\_\_\_ day of \_\_\_\_\_ between the National Transportation Planning and Research Centre, an institution under Kerala State Council for Science, Technology and Environment (KSCSTE) having its registered office at Sasthra Bhavan, Pattom, Thiruvananthapuram (hereinafter referred to as the 'the Centre' ), of the one part and ..... (here enter name and address of the tenderer) (hereinafter referred to as "the bounden" of the other part.

WHERE AS in response of the Notification No..... dated..... the bounden has submitted to the Centre a tender for the supply of ..... specified therein subject to the terms and conditions contained I the said tender;

WHERE AS the bounden has also deposited with the Centre a sum of .....as earnest money for execution of an agreement undertaking the due fulfillment of the contract in case his agreement is accepted by the Centre.

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..... is awarded to the bounden, the bounden shall within ..... days of acceptance of his tender execute an agreement with the 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 the loss of damage caused to the Centre by such breach as may be determined by the Centre appropriating the earnest money deposited 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 Centre under or by the virtue of this agreement shall be recoverable from the bounden and his properties movable and immovable under the provisions of the Revenue and Recovery Act for the time being in force as though such sums are arrears of land revenue and in such other manner as the Centre may deem fit.

In witness where of Sri..... (here enter name and designation) for and on behalf of the National Transportation Planning and Research Centre and Sri....., the bounden have hereunto set their hands the day and year shown against their respective signatures.

Signed by Sri ..... (date)

In the presence of witness

- 1.
- 2.

Signed by Sri..... (date)

In the presence of witness

- 1.
- 2.