

KERALA STATE ELECTRONICS DEVELOPMNT CORPORATION LIMITED (KELTRON)  
KELTRON EQUIPMENT COMPLEX, KARAKULAM, THIRUVANANTHAPURAM,  
KERALA - 695 564

**NOTICE INVITING TENDER**

E-tenders are invited from eligible Contractors / Suppliers for the items as detailed below:

Tender Number	KSEDC/KEC/PUR/PEG/P1627/2018-19 Dated 25 <sup>th</sup> February 2019
Details of work	Supply, installation, Testing & commissioning of 15W LED Solar Street Light at The Indian Naval Academy, Naval Station, Ezhimala, Kannur as per the Tender
Delivery of items at	Naval Academy, Ezhimala, Kannur
Date & Time of publishing bid documents	25/02/2019 4.30pm
Last date & Time of receiving queries with respect to bid documents	25/02/2019 4.30pm
Date and Time of Pre-bid meeting	No pre-bid meeting
Last Date & Time of online Submission of Bid document	04/03/2019 6pm
Deadline for submission of Hardcopies of Attachments to the Office of the tendering authority	No hard copies accepted
Number of cover(s)	Two
Date & Time of Opening of Technical Bids (cover 1)	07/03/2019 9am
Date & Time of Opening of Financial Bids (cover 2)	Will be published after Technical evaluation
Tender Document fee	INR Rs.1350/-
EMD	INR Rs.9000 /- EMD exemption only for those who have UAN.
Time allowed for the completion of work	30 Days
Defect liability period	
Warranty for the items supplied	
Security deposit/Performance Guarantee	

All bidders participating in the Bid should have a valid Digital Signature certificate availed from an approved certifying authority. For more details about e-Tendering, please contact Kerala State IT Mission, e- Government Procurement PMU & Help Desk, Basement Floor of Pension Treasury Building,

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Uppalam Road, Statue, Thiruvananthapuram/ (or) Kerala State IT Mission, e-Government Procurement Support Center, Infopark Technology Center, 18C, Sector-E, JINI Stadium, Kaloor, Ernakulam on all working days from 10am to 5pm (Ph:- 0471-2577088,2577188,2577388 or 0484-2336006 else Email-[etendershelp@kerala.gov.in](mailto:etendershelp@kerala.gov.in))

The tender document can be downloaded from the website [www.etenders.kerala.gov.in](http://www.etenders.kerala.gov.in). Earnest Money Deposit (EMD) and a non-refundable bid processing fee shall be remitted to the account number given in the remittance form provided by the e-procurement system for this particular tender. Only NEFT/RTGS remittance is allowed. No other mode of payment is allowed. (Bidder should ensure that bid processing fees plus GST and EMD are remitted as one single transaction and not separate. Separate or split remittance will be treated as invalid transactions).

Bidders are advised to visit the “Downloads” section of the website [www.etendekerala.gov.in](http://www.etendekerala.gov.in) also. The NEFT facility for online payment may be exercised at least 48 hours before the closing date of the bid to ensure that payment towards tender document fee and EMD are credited and a confirmation is reflected in the e-procurement system.

All the Tender documents are to be submitted online only and in the designated covers on the above website and no manual submission will be entertained. The pre-qualification/technical bid shall be opened online at the office of the Head (Purchase), KELTRON Equipment Complex, Karakulam, Thiruvananthapuram – 695 564 on the date and time mentioned above. The tendering authority reserves the right to cancel any or all bids without assigning any reasons. KELTRON will not be responsible for any errors like missing of schedule data while downloading by the bidder/ non-receipt of document/delay if any. Further details can be had from the office of the undersigned.

**All bidders participating shall verify on the e-tender portal for any addendums, corrigendum’s before submitting the final bid document. The bid document uploaded should be after considering all addendums, corrigendum’s. Bids without considering the addendums, corrigendum’s will be considered as invalid.**

Sd/-

Head (Purchase)

KELTRON Equipment Complex, Karakulam, Thiruvananthapuram-695564

e-mail: [kecpurchase@keltron.org](mailto:kecpurchase@keltron.org), [kecpurchase@gmail.com](mailto:kecpurchase@gmail.com), [kecpurchase3@gmail.com](mailto:kecpurchase3@gmail.com)

Tel: 0472-2888999 Extn. 117, 0472-2888820

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## PART 1 - DEFINITIONS AND INTERPRETATIONS

1. Accepted schedule' is the schedule of items containing the agreed rates on the basis of which the agreement shall be drawn.
2. 'Agreed rates' shall mean the rates accepted and agreed both by the KSEDC and the Contractor and which shall be given in the schedule forming part of the contract agreement and valid during the period of contract.
3. 'Agreement Authority' shall mean the Officer authorized by KSEDC to execute the agreement with the Contractor.
4. 'Bank' means State Bank of India or Nationalized Banks
5. 'Tender' or 'Bid' shall have the same meaning and includes all the documents which the bidder submitted with the letter of application as stipulated by the KSEDC and will be included in the contract agreement.
6. 'Bid Amount' or ' Bid Price' means the total bid amount indicated by the bidder in schedule (Price bid or Bill of Quantities) of the bid documents.
7. 'Bid Security' or 'Earnest Money Deposit' shall have the same meaning.
8. 'Bidder' shall mean the person, company, corporate body, association, body of individuals, group of persons, limited Company, firm, organization either single or Joint Venture from India bidding for the works and his/its executors or administrators or successor or assignees.
9. The 'KSEDC' or 'KELTRON' or 'The Company' or 'Purchaser' 'Buyer' or 'employer' shall mean 'Kerala State Electronics Development Corporation Limited'.
10. 'Contract' shall mean and include the conditions of bid and contract agreed to, specifications, schedules, drawings, annexure, letter of application, accepted schedule of prices and the agreement to be entered into.
11. 'Contract Agreement' shall mean the agreement entered into between the Contractor and the agreement authority.
12. 'Contractor' shall mean the Bidder who's Bid has been accepted by or on behalf of the KSEDC and shall include the contractor, legal personnel, and representatives.
13. 'Contractor's Representative' means the person authorized by the contractor in writing and approved by KSEDC to act on behalf of the contractor for the purpose specified in the letter of authorization.
14. 'Contractor's Personnel' means the contractor's representative and all personnel whom the contractor authorizes who may include staff, laborer and all other employees and any personnel assisting the contractor.

15. 'Defect' shall mean any part of the supply or work or services not completed or not performing in accordance with contract or specifications.
16. 'Drawing' shall mean collectively all the drawings, revisions and additions / modifications as per the contract issued from time to time and drawings submitted by the Contractor and accepted by KSEDC.
17. 'Fiscal year' shall mean a year beginning on 1<sup>st</sup> April and ending 31<sup>st</sup> March in the succeeding year.
18. 'Month' or 'calendar month' shall mean not only the period from the first of a particular month, but also, any period between a date in a particular month and the day previous to the corresponding date in the subsequent month unless specifically stated otherwise.
19. 'Government' shall mean 'The Government of Kerala'.
20. 'I.S.S.' means the Indian Standard Specifications of the Bureau of Indian Standards.
21. 'Letter of acceptance' shall mean the letter of formal acceptance signed and issued by the tendering/bidding authority.
22. 'Letter of Application' shall mean the document entitled letter of the bid which was furnished by the bidder and includes the signed bid documents in full.
23. Obligations of KSEDC are only those obligations, which have been specifically agreed to in the agreement.
24. 'Performance Certificate' shall mean the certificate issued by KSEDC on the performance of the obligations of contractor under the contract, when completed and this constitutes the acceptance of the work in Toto. This certificate will be issued by the KSEDC on the basis of the application of the contractor and only after the successful completion of period of contract.
25. 'Period of contract' shall mean the period covered from the date of issue of letter of acceptance to the date of satisfactory completion of the supply including duly sanctioned extensions and the specified defects liability period.
26. 'Schedules' mean the documents completed and submitted by the contractor with the bid and as included in the contract, which include the quantities, rates, general specifications, unit and technical particulars.
27. 'Site' or 'location' shall mean and include the lands and buildings in which the supply / work / services is to be executed in accordance with the contract.
28. 'Specification' shall mean collectively, all the terms and stipulations contained in the bid, contract agreement and any additions/modifications in accordance with the contract, technical provisions as per relevant BIS Codes and /or National Building Code and those specifically mentioned in construction drawings and its modifications and revisions which specifies the work wherever applicable or written directions of Engineer-in-charge.

29. 'Sub-Contractor' shall mean any person named in the bid and agreement for any part of the work and the legal representatives, successors and assignees of such persons.
30. 'Tendering authority' or 'bidding authority' shall mean the authorized officer of KSEDC who invites the bid and issues the bid documents on behalf of KSEDC.
31. 'Test' means the tests which are specified in the contract and mandatory tests specified by rules or regulations, to be carried out in accordance with the specifications before the works or on completion of work to the satisfaction of the KSEDC.
32. 'Time of Completion' shall mean the date within which the work under the contract is required to be completed satisfactorily in accordance with the specifications, drawings etc., including all extra items required to be executed for satisfactory completion of the work and including all extension of time duly granted by the KSEDC.
33. 'The title of clauses' shall not limit, alter or affect the meaning of the specifications or conditions of bid documents.
34. 'Words' importing the singular number shall include the plural number and plural the singular and the words importing the masculine gender shall include the feminine and the neutral gender where the context so requires. Words have their normal meaning under the language of the contract unless specifically defined.
35. 'Work' means what the contract requires the contractor to construct, fabricate, furnish, supply, and (or) provide services for, install, complete, maintain, test, commission and hand over to the KSEDC depending on the order awarded.
36. 'Writing' shall include any manuscript, type written or printed statement under or over signature or seal as the case may be.

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## PART 2 –INSTRUCTIONS TO THE BIDDERS (ITB)

1. Bidders are requested to read the specifications, tender schedules, drawings, annexure and any other document related to the tender with utmost care.
2. Any ambiguity or omission in the specifications, drawings, quantities or any other information related to the tender shall not be misinterpreted and the onus is on the bidder to clarify the same before arriving at the rate and submission of tender or commencement of work.
3. No alteration shall be made by the bidder in the tender schedule, specifications, drawings, quantities etc and in case if any such alterations are made, the tender will automatically become invalid. In case the bidder wish to include any remarks, explanation or terms and conditions, he is required to set out the same in a separate covering letter and the same shall become binding, only if accepted by the employer in writing at the time of acceptance of tender.
4. The rates will be quoted in BOQ, of the financial bid. The bidder shall quote unit rate of the item in BOQ and GST, freight/unloading as total in specified columns in BOQ. The bidding will be on-line; no other modes will be accepted.
5. Errors in the bill of quantity shall be dealt with in the following manner. (a) In the event of any discrepancy between the rates quoted in words and figures, the former shall stand to prevail. (b) In the event of an error occurring in the amount column of the bill of quantity, as a result of wrong extension of the unit rates and quantity, the unit rate shall be regarded as firm and the extension shall be amended on the basis of the rates. All the errors in totaling in the amount column and in carrying forward the totals shall be corrected.
6. It shall be the sole responsibility of the bidder to collect on his own expense, all necessary and required information related to the risks involved, contingencies and any other circumstances, so as to enable him to make a proper tender and to enter into a contract with the employer, he is also required to examine the drawings, specifications, conditions of contract and so on and must inspect the site of work, examine the nature of ground and acquaint himself with local conditions and means to access to the work, the nature of work, and in brevity all matters pertaining there to before he submits his tender.
7. The right to extend the last date for the submission of e-tender shall vest with KELTRON.



8. The tender submitted on behalf of a firm shall be signed by all the partners of the firm or by a partner who is authorized to do so, on behalf of the firm to enter in to the proposed contract or may be by a person holding the power of attorney in the case of a company.
9. EMD and tender fee payment shall be done in line with the government guidelines regarding the e-tender.
10. The notice inviting tender, the condition of the tender document and the duly completed form of tenders will form part of the agreement to be executed by the successful bidder with the employer.
11. KELTRON is not bound to accept the lowest tender and reserves the right to accept either in full or part of any tender or reject all the tenders without assigning any reasons whatsoever.

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### **PART 3 – GENERAL CONDITIONS OF CONTRACT (GCC)**

1. The company reserves the right to reject any bid or all bids or annul the bidding process at any time prior to the award of contract without assigning any reason thereof. No liability other than giving information regarding the above to the bidders shall rest with the company.
2. The company further reserves the right to delete any items or portions of schedule or alter the drawings without assigning any reason and no claim in this regard shall be entertained.
3. The quantity furnished in the bill of quantity is only probable and liable to alteration, deduction or addition.
4. The successful bidder will be required to remit a Security Deposit (SD). The successful bidder (Herein after called as Contractor), shall execute an agreement in the prescribed form on a Stamp Paper worth Rs.200 after furnishing a security deposit as detailed in the NIT as BG/DD immediately for the due fulfillment of the contract.
5. The bid security / security deposit / PBG or retention money will bear no interest what so ever.
6. The time allowed for the completion of the work shall be specified in the tender, which is from the seventh day after the date of written order to commence work or after the date on which the site is handed over to the contractor whichever is later, and time shall be considered as the essence of the contract.
7. If the contractor fails to complete the work by the date stated or within any extended time, the contractor shall pay or allow company to deduct the sum stated as liquidated damages for the period during which the said work shall remain incomplete and the company may deduct such damages from any amounts due or that may become due to the contractor.
8. The contractor shall be bound to carry out all works in respect of extra items not provided for in the schedule, but which is necessary for the proper execution of the project and its completion up to any amount as decided by the company. Those items not included in the tender and found necessary for the completion of work shall be classified as extra items. The rate for same shall be worked out with reference to the PWD data book and prevailing market rate of labour and materials.
9. All materials brought to site shall be inspected and approved by the officer in charge before put to use. The ultimate authority to reject and / or refuse any materials of inferior quality and

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workmanship shall vest with the employer. Any defects or faults in the materials supplied or any deficiency in the work done by the contractor identified during the execution of the work or within twelve months after virtual completion of the same, shall be replaced/rectified as directed by the employer or may be set right by the contractor's own cost within seven days of issuance of such a direction or receiving such directions. It shall be ultimate prerogative of the employer to get the work executed examined by a government or a private agency, and the directions issued by such agency shall be binding on the contractor. Contractor shall also be required to produce a sample of each item for the approval of the Employer.

10. The company does not undertake to supply any materials unless otherwise specifically stated here in.
11. The number of persons to be deployed by the contractor for the work should be intimated to the employer's office in advance and the contractor shall be responsible for the conduct of persons working under him in the company.
12. The contractor shall be required to cooperate and work in coordination with and afford reasonable facilities for such other agencies / specialists as may be employed by the company on other works / sub works in connection with the project / scheme of which the work forms part of.
13. The contractor shall be solely responsible for the safety of the labors and other employees engaged on the work and to pay compensation as per the act in force. KELTRON shall not be liable for any damages or compensation payable as per regulations or in the occurrence of any accidents or injury to any work men or other persons in the employment of the contractor or his sub-contractors. The age limit for the employment of labor shall be in strict accordance with the existing labor laws.
14. The rates quoted in the tender shall include all charges like packing, forwarding, transportation, loading and unloading, handling charges, and all other applicable taxes.
15. All statutory deductions applicable in respect of ESI, KWWF, IT, GST, works contract tax, etc whichever are applicable for the work shall be deducted from the bill.
16. Any issues pertaining to loading and unloading shall dealt between the contractor & labor unions. KELTRON will have no responsibility in any dispute arising between the contractor & labor unions.

17. The contractor has to collect tax liability certificate issued by the assessing authorities and the same shall be produced before the finance officer immediately after the receipt of the work order.
18. All the work executed shall be paid according to actual measurements taken by the contractor and checked and certified by the company or his representative and not according to the quantities given in the schedule.
19. The Contractor shall give notice of not less than ten clear days to the Employer or his representatives in charge of the work, before covering up or placing beyond the reach of measurement.
20. The work shall not be considered as completed until the Employer or his representative has certified in writing that they have been virtually completed and the defect liability period shall commence from such certified date of virtual completion of the work.
21. Within 10 days of the completion of the work, the contractor shall give notice of such completion to the Employer and within 30 days of receipt of such notice, the employer or his representative shall inspect the work and if there is no defects in the work, shall furnish the contractor with a certificate of completion, otherwise a provisional certificate of completion indicating the defects to be rectified by the Contractor for which payment be made at reduced rates shall be issued. But no certificate of completion, provisional or otherwise shall be issued, nor shall the work be considered to be complete until the contractor shall have removed from the premises on which the work was executed all scaffolding, surplus materials other scrap material etc.
22. Materials to conform to specifications - Test on materials and work etc. All materials and workmanship shall so far as procurable confirm strictly to requirement in accordance with the schedule of quantities and specification and instructions of the Employer or his representative. If required, the Contractor shall furnish all invoices, accounts material specifications etc. The Contractor shall before he place orders for supply, furnish to the Employer at his own expenses, samples of materials proposed to be used in the works for approval. The Employer shall be entitled to have tests carried out on the work or its parts or materials accessories, either during its progress or on completion, where and when deemed necessary. The Contractor should arrange for such tests. The Contractor shall arrange to get samples from concrete for strength tests at regular

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intervals in accordance with the provisions of relevant BIS codes. The names of labs or test agencies in which tests are to be carried out shall be approved by the Employer.

23. The contractor shall not sub- contract the work or any part thereof.
24. The contractor must not vary or deviate from the drawings in any respect while executing the work or executing any extra work of any kind whatsoever unless authorized by KELTRON .
25. No part of the contract shall be sublet without the written permission of KELTRON nor shall transfers be made by the power of attorney authorizing others to carry out the work or receive payment on behalf of the tender.
26. In case of any delay in the commencement of work, the contractor shall not be entitled for any kind of compensation for the loss suffered by the contractor due to the delay occurred in the commencement or execution of work, Even the delays occurring in procurement of government controlled or any other material shall not have any exemption and shall be treated alike.
27. KELTRON will have all right to occupy the areas and surroundings partly or as a whole wherever the work is being carried out, and the contractor shall be liable to abide by it, without affecting the work being carried out.
28. The contractor is required to inspect the source of materials, their Quality & Quantity and also their unavailability.
29. The contractor must strictly co-operate with the officials of the employer or any other parties engaged by the employer.
30. The contractor should also clear the debris or any other obstructions surrounding the area where the work is being carried out before the commencement of work, and there will be no extra payment on this account.
31. Supplier shall provide access to their Website so that Keltron can verify whether the warranty and coverage / scope details are updated in the website as per the order

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## PART 4 – SPECIAL CONDITIONS OF CONTRACT (SCC)

1. All statutory payments in connection with the employment of the work men & employees state insurance for this work shall be borne by the contractor. The copies of such documents should be produced before commencing the work.
2. The contractor is the employer of all the workers engaged for this work and should therefore take all the required registrations and pay premiums correctly to labor welfare funds/ PF etc
3. The contractor shall not be entitled to any compensation for any loss suffered by him on account of delays in commencing or executing the work, whatever the cause for such delays may be including delays in procuring Govt. controlled or other materials.
4. The workmen will not be allowed to stay within the premises under any circumstance whatsoever unless otherwise permitted by the employer.
5. The water resource required for the work can be availed from the available source at site free of cost if permitted. In any case water is not available from this source, the Contractor shall make alternate arrangement to get sufficient water for the work at his own cost.
6. The electric power required for the work can also be drawn from the supply main available near the site if permitted. The Contractor has to make his own arrangements to take the supply to the requisite position. In any case electric power is not available from this source, the Contractor shall make alternate arrangement to get electric power for the work at his own cost.
7. The authorized officials of the Employer shall be entitled to inspect the materials/ work at any time in the works of the Contractor, if they so desire and the contractor shall provide all reasonable facilities to do so.
8. Even though in finishing items, the number of coats of Paint/Polish are mentioned, the Contractor shall note that the entire work be finished in top class while handing over, including if necessary, additional coat of Painting/Polishing etc without any extra cost.
9. The Contractor may please note that the work is to be executed at **Supply, installation, Testing & commissioning of 15W LED Solar Street Light at The Indian Naval Academy, Naval Station, Ezhimala, Kannur** and as such the entire work involved shall be carried out with least disturbances to office functions.
10. The work shall be scheduled during the restricted working hours permitted and sufficient labor shall be provided to complete the work within the completion period.

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## PART 5 - SAFETY CODE

1. First aid appliances shall be kept in a readily accessible place.
2. Suitable and strong scaffolds should be provided for workmen for all works that cannot safely be done from the ground/ floor.
3. Every opening in the floor of a building or in a working platform shall be provided with suitable means to prevent the fall of persons or materials by providing suitable fencing or railing whose minimum height shall be one meter.
4. No floor, roof or other part of the structure shall be so overloaded with debris or materials as to render it unsafe.
5. Safety belts shall be provided for workmen engaged for work in first floor and above levels.
6. An injured person shall be taken to a public hospital without loss of time, in case the where the injury necessitated hospitalization.
7. Those engaged in welding works shall be provided with welders protective eye shields and gloves.
8. The contractor shall comply with the provisions of all Labor Legislation including the requirement of Payment of Wages Act, Owners Liability Act, Workmen compensation Act, Contract Labor Act, any other acts framed there under from time to time.
9. This terms and condition, safety codes, special conditions etc will form part of the agreement.
10. It is specifically understood that the moment the tender is submitted the contractor shall be deemed to have complied with the terms and conditions and has also satisfied himself about the requirement therein.
11. During Electrical works, all safety measures should be taken as per CEA guidelines.
12. Electrical installations should be done in such a way to meet the Kerala Electrical inspectorate guidelines and approvals should be taken, if necessary.
13. Only qualified persons in appropriate fields should be engaged for the work and safety of the person engaged is solely the responsibility of the contractor.

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## **PART 6 - INSTRUCTIONS FOR E-SUBMISSION OF BIDS**

1. Bidder should do the registration in the tender site <http://etenders.kerala.gov.in> using the option available. Then the Digital Signature registration has to be done with the e-token, after logging into the site. The e-token may be obtained from one of the authorized Certifying Authorities such as NIC/SIFY/TCS / nCode.
2. Bidder then login to the site thro' giving user id / password chosen during registration.
3. The e-token that is registered should be used by the bidder and should not be misused by others.
4. The Bidders can update well in advance, the documents such as certificates, purchase order details etc., under **My Documents** option and these can be selected as per tender requirements and then send along with bid documents during bid submission.
5. After downloading / getting the tender schedules, the Bidder should go through them carefully and then submit the documents as asked, otherwise, the bid will be rejected.
6. If there are any clarifications, this may be obtained online through the tender site, or through the contact details. Bidder should take into account of the corrigendum published before submitting the bids online.
7. Bidder, in advance, should get ready the bid documents to be submitted as indicated in the tender schedule and they should be in PDF/xls/rar/dwf formats. If there is more than one document, they can be clubbed together.
8. Bidder should get ready the EMD as specified in the tender. The original should be posted/couriered/given in person to the Tender Inviting Authority, within the bid submission date & time for the offline Payment tender. In case of Online Payment, the same should be paid only online.
9. The bidder reads the terms & conditions and accepts the same to proceed further to submit the bids
10. The bidder has to submit the tender document online well in advance before the prescribed time to avoid any delay or problem during the submission process.
11. After the bid submission, the acknowledgement number, given by the e-tendering system should be printed by the bidder and kept as a record of evidence for online submission of bid for the particular tender.



12. The **Tender Inviting Authority (TIA)** will not be held responsible for any sort of delay or the difficulties faced during the submission of bids online by the bidders.
13. The bidder may submit the bid documents by online mode through the site (<http://etenders.kerala.gov.in>).
14. The tendering system will give a successful bid updating message after uploading all the bid documents submitted & then a bid summary will be shown with the bid no, date & time of submission of the bid with all other relevant details. The documents submitted by the bidders will be digitally signed using the e-token of the bidder and then submitted.
15. The bid summary has to be printed and kept as an acknowledgement as a token of the submission of the bid. The bid summary will act as a proof of bid submission for a tender floated and will also act as an entry point to participate in the bid opening date.
16. Bidder should log into the site well in advance for bid submission so that he submits the bid in time i.e on or before the bid submission end time. If there is any delay, due to other issues, bidder only is responsible.
17. The bidder should see that the bid documents submitted should be free from virus and if the documents could not be opened, due to virus, during tender opening, the bid is liable to be rejected
18. The time settings fixed in the server side & displayed at the top of the tender site, will be valid for all actions of requesting, bid submission, bid opening etc., in the e-tender system. The bidders should follow this time during bid submission.
19. All the data being entered by the bidders would be encrypted using PKI encryption techniques to ensure the secrecy of the data. The data entered will not be viewable by unauthorized persons during bid submission & not be viewable by any one until the time of bid opening. Overall, the submitted tender documents become readable only after the tender opening by the authorized individual.
20. The confidentiality of the bids is maintained since the secured Socket Layer 128 bit encryption technology is used. Data storage encryption of sensitive fields is done.
21. The bidders are requested to submit the bids through online e-tendering system to the TIA well before the bid submission end date & time (as per Server System Clock).
22. The bidder should logout of the tendering system using the normal logout option available at the top right hand corner and not by selecting the (X) option in the browser.

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## **PART 7 - DO'S & DON'TS FOR NEFT REMITTANCE**

Bidders, while participating in online tenders published in Government of Kerala's e-Procurement website ([www.etenders.kerala.gov.in](http://www.etenders.kerala.gov.in)), should ensure the following:

The tender document fees and EMD can be paid through e-Payment facility provided by the e-Procurement system.

State Bank of India (SBI), Internet Banking and National Electronic Fund Transfer (NEFT)/ Real Time Gross Settlement (RTGS).

As NEFT payment status confirmation is not received by e-Procurement system on a real-time basis, bidders are advised to exercise NEFT mode of payment option at least 48 hours prior to the last date and time of bid submission to avoid any payment issues.

For RTGS the timings that the banks follow may vary depending on the customer timings of the bank branches and settlement from RBI. Bidders are advised to exercise RTGS mode of payment at least 24 hours prior to the last date and time of bid submission to avoid any payment issues.

NEFT / RTGS payment should be done according to following guidelines:

1. **Single transaction for remitting Tender document fee and EMD:** Bidder should ensure that tender document fees and EMD are remitted as one single transaction and not separate. Separate or split remittance for tender document fee and EMD shall be treated as invalid transactions.
2. **Account number as per Remittance Form only:** Bidder should ensure that account no. entered during NEFT remittance at any bank counter or during adding beneficiary account in Internet banking site is the same as it appears in the remittance form generated for that particular bid by the e-Procurement system. Bidder should ensure that tender document fees and EMD are remitted only to the account number given in the Remittance form provided by e-Procurement system for that particular tender.
  - a. Bidder should ensure the correctness of details inputted while remittance through NEFT. Please also ensure that your banker inputs the Account Number (which is case sensitive) as displayed or appears in the Remittance form.
  - b. Bidder should not truncate or add any other detail to the above account number. No

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additional information like bidder name, company name, etc. should be entered in the account no. column along with account no. for NEFT remittance.

3. **Only NEFT / RTGS remittance allowed:** Account to Account transfers or Cash payments are not allowed and are invalid mode of payments. Hence, the remittance form provided by e-Procurement system is to be used only for NEFT payment.
4. **UTR number:** Bidders should ensure that the remittance confirmation (UTR number) received after NEFT transfer should be updated as it is, without any truncation or addition, in the e-Procurement system for tracking the payment.
5. **One Remittance form per bidder and per bid:** The remittance form provided by e-Procurement system shall be valid for that particular bidder and bid and should not be re-used for any other tender or bid or by any other bidder.

Any transaction charges levied while using any of the above modes of online payment has be borne by the bidder. The supplier/contractor's bid will be evaluated only if payment status against bidder is showing "Success" during bid opening. The problems in paying EMD and tender fee should be addressed with concerned banks, KELTRON will not take any responsibility in this regard.

The bids will not be considered for further processing if bidder fails to comply above and tender fees and EMD will be reversed to the account from which it was received.

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## **PART 8 - GENERAL OBLIGATIONS**

### **Defect liability**

For a period during the defect liability period commencing from the taking over of the work by KELTRON, the contractors liability shall be to replace the defective parts, rectify/ reconstruct the defective work, repair/servicing of defective parts immediately on intimation from the company.

### **Annual Maintenance Contract (AMC)**

Comprehensive or Non-Comprehensive AMC shall be provided for as per the contract agreement after the defect liability period as per tender terms.

### **Mandatory spares**

Mandatory spares shall be supplied as a part of the equipment supply. A detailed list of spares and vendor details should be provided along with the operations and maintenance manual. All necessary documents for the operations and maintenance shall be provided at the time of handing over after commissioning.

### **Training**

Necessary onsite training shall be given to the Engineers for the operation and maintenance of the system after installation & commissioning.

## **PART 9**

### **TENDER DOCUMENT**

(E-Procurement – Two Part Tender)

**Supply, installation, Testing & commissioning of 15W LED Solar Street Light at The Indian Naval Academy, Naval Station, Ezhimala, Kannur**

**Tender No. KSEDC/KEC/PUR/PEG/P1627/2018-19**

**Date: 25.02.2019**



#### **KERALA STATE ELECTRONICS DEVELOPMENT CORPORATION LIMITED**

(A Government of Kerala Undertaking)

KELTRON Equipment Complex, Karakulam P.O.,

Thiruvananthapuram – 695 564, Kerala.

Tel: 0472-2888999 Ext 110, 2888062 Fax: 0472-2888736

Email: [kecpurchase@gmail.com](mailto:kecpurchase@gmail.com)

CIN-U74999KL1972SGC002450.

## 1. PREAMBLE

This tender is issued by Kerala State Electronics Development Corporation (KELTRON) inviting proposals from eligible vendors for the **Supply, installation, Testing & commissioning of 15W LED Solar Street Light at The Indian Naval Academy, Naval Station, Ezhimala, Kannur**. Interested parties, who meet the qualification criteria specified in this document, please go through this document for scope of work and terms and conditions. The proposals submitted in the prescribed format of e-tendering system shall qualify for evaluation.

1. Tender Documents shall be available only on Internet and shall not be available for sales elsewhere.
2. KELTRON reserves the right to amend or cancel the tender in part or in full without prior notice at any point of time
3. KELTRON reserves the right to reject the bid of parties who have failed to supply / provide adequate after sales support for the products supplied against various previous orders.
4. In the event of failure to deliver the materials/work as per the agreed delivery schedule, we should be entitled to recover a sum equivalent to 1% of the order value for every 15 day delay or part thereof subject to a maximum of 10% of the order value. Also, if the supplies are not within control, the buyer is entitled to cancel the order and make necessary alternative immediate arrangements and if the work is not within control after supply of materials, the buyer is entitled make necessary alternative immediate arrangements at the cost of contractor. If the delay exceeds 90 days after the scheduled date of completion, such contractor will not be considered for the subsequent tenders
5. The Special Instructions to the Contractors/Bidders for the e-submission of the bids are given under "Help to Contractors" in website.<http://etenders.kerala.gov.in/nicgep/app>

## 2. TENDER SCHEDULE

Please refer the Notice inviting tenders

## 3. GENERAL INSTRUCTIONS

### 3.1 General

- i. The Bidders are requested to examine the instructions, terms and conditions and specifications given in the Tender. Failure to furnish all required information in every respect will be at the Bidder's risk and may result in the rejection of bid.
- ii. It will be imperative for each Bidder(s) to familiarize itself/ themselves with the prevailing

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legal situations for the execution of contract. KELTRON shall not entertain any request for clarification from the Bidder regarding such legal aspects of submission of the Bids.

- iii. It will be the responsibility of the Bidder that all factors have been investigated and considered while submitting the Bids and no claim whatsoever including those of financial adjustments to the contract awarded under this tender will be entertained by KELTRON . Neither any time schedule nor financial adjustments arising thereof shall be permitted on account of failure by the Bidder to appraise themselves.
- iv. The Bidder shall be deemed to have satisfied itself fully before Bidding as to the correctness and sufficiency of its Bids for the contract and price quoted in the Bid to cover all obligations under this Tender.
- v. It must be clearly understood that the Terms and Conditions and specifications are intended to be strictly enforced. No escalation of cost in the Tender by the Bidder will be permitted throughout the period of Agreement or throughout the period of completion of contract whichever is later on account of any reasons whatsoever.
- vi. The Bidder should be fully and completely responsible to KELTRON for all the deliveries and deliverables within the stipulated timelines.
- vii. Bidders are advised to inspect the sites, and get in touch with the local transport contractors, and get them familiarized with the routes and method of transport to site. This is most important as it is very essential for the successful execution of the contract, that the Bidder should be in possession of information regarding local conditions to enable him to be in a position to handle all materials and to transport them safely to site. KELTRON will not take responsibility on issues pertaining between contractor/ labor unions/ transporters/ loading unloading.

### **3.2 Amendments to the Tender**

- a) The Bidders should periodically check for the amendments or corrigendum or information in the website till the closing date of this Tender. KELTRON will not make any individual communication and will in no way be responsible for any ignorance pleaded by the Bidders.
- b) No clarifications would be offered by KELTRON within 48 hours prior to the due date and time for opening of the Tender.
- c) Before the closing of the Tender, KELTRON may amend the Tender document as per requirements or wherever KELTRON feels that such amendments are absolutely necessary.
- d) KELTRON at its discretion may or may not extend the due date and time for the submission of bids on account of amendments.
- e) KELTRON is not responsible for any misinterpretation of the provisions of this tender document on account of the Bidder's failure to update the Bid documents on changes announced through the website.

### **3.3 Language of the Bid**

The bid prepared by the Bidder as well as all correspondence and documents relating to the bid shall be in English only.

### **3.4 Bid Currency**

Prices shall be quoted in Indian Rupees (INR) Only.

### **3.5 Contacting Tender Inviting Authority**

- 1) Bidders shall not make attempts to establish unsolicited and unauthorized contact with the Tender Accepting Authority, Tender Inviting Authority or Tender Scrutiny Committee after the opening of the Tender and prior to the notification of the Award and any attempt by any Bidder to bring extraneous pressures on the Tender Accepting Authority and / or the Officials of KELTRON shall be sufficient reason to disqualify the Bidder.
- 2) Notwithstanding anything mentioned above, the Tender inviting Authority or the Tender Accepting Authority may seek bonafide clarifications from Bidders relating to the tenders submitted by them during the evaluation of tenders.

## **4. BID PREPARATION AND SUBMISSION**

### **4.1 Cost of Bidding.**

The bidders shall bear all costs associated with the preparation and submission of bid. KELTRON will in no case be responsible or liable for the charges/costs incurred regardless of the conduct or outcome of the bidding process.

### **4.2 Tender Document Fee.**

Refer Notice inviting Tender for Tender Document Fee. Tender Documents can be downloaded from the website (<https://etenders.kerala.gov.in>). The tender Document fee along with GST which is non-refundable shall be remitted online mode of remittance as explained in “**online payment modes**” and Part 7 “DO’S & DON’TS FOR NEFT REMITTANCE”



#### 4.3 Earnest Money Deposit (EMD)

Refer Notice inviting Tender for EMD amount. Mode of remittance is explained in “online payment mode” and Part 7 “DO’S & DON’TS FOR NEFT REMITTANCE. Exemption of EMD is only for those who have UAN. Firms without UAN is not eligible for exemption. The bidder have to upload both UAN document and NSIC certificate which is mandatory.

#### 4.4 Online Payment modes:

Refer Part 6, “INSTRUCTIONS FOR E-SUBMISSION OF BIDS” and Part 7 “DO’S & DON’TS FOR NEFT REMITTANCE.

#### 4.5 Two Part Bidding

Bidders should examine all instructions, Terms, Conditions and Technical specifications given in the Tender document. Failure to furnish information required by the Bid or submission of a Bid not substantially responsive in every respect will be at the Bidder’s risk and may result in rejection of Bids. Bidders should strictly submit the Bid as specified in the Tender, failing which the bids will be treated as non-responsive and will be rejected.

- a) The Technical Bid format as given in the Tender shall be filled, signed and stamped on all pages. Errors if any shall be attested by the Bidders. The Technical Bid shall not contain any indications of the Price; otherwise the Bid will be summarily rejected.
- b) Commercial bid shall be submitted as per the format (BOQ).

#### 4.6 Online Bidder registration process

Bidders should have a Class II or above Digital Signature Certificate (DSC) to be procured from any Registration Authorities (RA) under the Certifying Agency of India. Details of RAs will be available on [www.cca.gov.in](http://www.cca.gov.in). Once, the DSC is obtained, bidders have to register on [www.etenders.kerala.gov.in](http://www.etenders.kerala.gov.in) website for participating in this tender. Website registration is a one-time process without any registration fees. However, bidders have to procure DSC at their own cost.

Bidders may contact e-Procurement support desk of Kerala State IT Mission over telephone at 0471- 2577088, 2577188, 2577388 or 0484 – 2336006, 2332262 - through email: [etendershelp@kerala.gov.in](mailto:etendershelp@kerala.gov.in) for assistance in this regard.

#### 4.7 Online Tender Process

The tender process shall consist of the following stages:

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- a) **Downloading of tender document:** Tender document will be available for free download on [www.etenders.kerala.gov.in](http://www.etenders.kerala.gov.in). However, tender document fees shall be payable at the time of bid submission as stipulated in this tender document.
  - b) **Publishing of Corrigendum:** All corrigenda shall be published on [www.etenders.kerala.gov.in](http://www.etenders.kerala.gov.in) and shall not be available elsewhere.
  - c) **Bid submission:** Bidders have to submit their bids along with supporting documents to support their eligibility, as required in this tender document on [www.etenders.kerala.gov.in](http://www.etenders.kerala.gov.in). No manual submission of bid is allowed and manual bids shall not be accepted under any circumstances.
  - d) **Opening of Technical Bid and Bidder short-listing:** The technical bids will be opened, evaluated and shortlisted as per the eligibility and technical qualifications. All documents in support of technical qualifications shall be submitted (online). Failure to submit the documents online will attract disqualification. Bids shortlisted by this process will be taken up for opening the financial bid.
  - e) **Opening of Financial Bids:** Bids of the qualified bidder's shall only be considered for opening and evaluation of the financial bid on the date and time mentioned in critical date's section.

#### 4.8 Bid submission process

For submission of bids, all interested bidders have to register online as explained above in this document. After registration, bidders shall submit their Technical bid and financial bid online on [www.etenders.kerala.gov.in](http://www.etenders.kerala.gov.in) along with online payment of tender document fees and EMD.

For page by page instructions on bid submission process, please visit [www.etenders.kerala.gov.in](http://www.etenders.kerala.gov.in) and click "Bidders Manual Kit" link on the home page.

**It is necessary to click on "Freeze bid" link/ icon to complete the process of bid submission otherwise the bid will not get submitted online and the same shall not be available for viewing/ opening during bid opening process.**

#### 4.9 Bid submission

##### Cover-1 (Technical Bid)

The First Stage (Pre-Qualification and Technical Cover based on 2 cover tender system):

Pre-Qualification and Technical proposal shall contain the scanned copies of the following documents which every bidder has to upload.

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**The cover shall contain:**

1. Bidder Information Letter in the Format listed as Annexure-1
2. Bid Form in the Format listed as Annexure-2
3. Declaration Regarding Clean Track Record in the format given as Annexure -3
4. Declaration Regarding manufacturer Clean Track Record in the format given as Annexure -4
5. Declaration regarding site feasibility as per Annexure-5
6. OEM authorization letter in OEM letter head for support and warranty against the specified tender in the format given as Annexure -6
7. Copy of all certificates mentioned in the clause -7 Eligibility criteria
8. Signed copy of un priced BOQ with company seal
9. Power of attorney for the authorized signatory to sign the document
10. Certificate of incorporation, registration, GST certificate, PAN card etc.
11. Details of after sales & service office's contact details of List of officers in India with Mobile and Land phone number and company email id should be furnished in company letter head
12. Details of the warranty period
13. Copy of previous purchase orders, agreements and satisfactory completion certificate from the customers as per eligibility criteria of tender document
14. Audited balance sheet of the firm 2014-2015, 2015-2016, 2016-2017
15. Proof of certifications applicable to the product as mentioned in the technical specification
16. List of mandatory spares (mention whether cost is included in the quoted price)
17. List of equipments / accessories to be arranged by the purchaser for commissioning the plant.
18. Duly signed tender document including addendums, corrigendums

**Cover -2 (financial Bid)****BOQ**

The Bidder shall complete the Price bid as per format given for download along with this tender.

**Note:** The blank price bid should be downloaded and saved on bidder's computer without changing file-name otherwise price bid will not get uploaded. The bidder should fill in the details in the same file and upload the same back to the website.

**Fixed price:** Prices quoted by the Bidder shall be fixed during the bidder's performance of the contract and not subject to variation on any account. A bid submitted with an adjustable/ variable price quotation will be treated as non - responsive and rejected.

KELTRON doesn't take any responsibility for any technical snag or failure that has taken place during document upload. GST Tax Registration is mandatory for the bidders who are participating.

#### 4.10 Price Bid Form

- a) All the Price items as asked in the Tender should be filled in the Price Bid Format as given in the Tender. The financial bid (BOQ) should be submitted in .xls form which will be opened as and when the technical selection is over. No additional cost on any head can be claimed by the Successful Bidder during execution of the contract.
- b) The Bidder shall quote for Basic cost, GST and others if any. All expenses incurred during delivery of the item at destination including unloading charges has to be borne by the bidder. No additional cost on any head can be claimed by the Successful Bidder during execution of the contract
- c) The Price Bid Form (BOQ) should not contain any conditional offers or variation clauses; otherwise the Bids will be summarily rejected.
- d) The Prices quoted shall be in INDIAN RUPEES only. The tender is liable for rejection if Price Bid contains conditional offers
- e) The price quoted by the Bidder shall be kept firm for a period specified in the Tender from the date of opening of the tender. The Bidder should keep the Price firm during the period of contract including during the period of extension of time if any. Escalation of cost will not be permitted during the said periods or during any period while providing services whether extended or not within the stipulated delivery period. The Bidders should particularly take note of this factor before submitting the Bids.
- f) If no tax values entered in the GST Column of BOQ, The basic price will be treated as inclusive of applicable GST

#### 4.11 Bid Closing date and time

The Bids should be submitted not later than the date and time specified in the Notice inviting Tender / Tender Schedule or Corrigendum (if published). Hence, the Bidders should be cautious to submit the Bids well in advance to avoid disappointments. Any other issues pertaining to bidding should be addressed to KERALA STATE IT MISSION E-Tender cell.

### 5. TENDER OPENING AND EVALUATION

#### 5.1 Technical Bid Opening

The Technical Bid will be opened on the date and time as specified in the Tender schedule.

#### 5.2 Tender Validity

- a) The bid submitted by the Bidders should be valid for a minimum period of 180 days from the date of opening of the Tender.

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- b) In exceptional circumstances, KELTRON may solicit the Bidders to extend the validity. The Bidder should extend price validity and Bid security validity.

### **5.3 Initial Scrutiny**

Initial Bid scrutiny will be conducted and incomplete details as given below will be treated as non-responsive.

If Tenders are;

- Found with suppression of details
- Incomplete information, subjective, conditional offers.
- Submitted without support documents as per the Eligibility Criteria and Evaluation Criteria.
- Non-compliance of any of the clauses stipulated in the Tender

However, documents of historical nature can be called for by KELTRON for assessing eligibility. All responsive Bids will be considered for further evaluation. The decision of KELTRON will be final in this regard.

### **5.4 Clarifications by KELTRON**

When deemed necessary, KELTRON may seek bonafide clarifications on any aspect from the Bidder. However, that would not entitle the Bidder to change or cause any change in the substance of the Bid or price quoted. During the course of Technical Bid evaluation, KELTRON may seek additional information or historical documents for verification to facilitate decision making. In case the Bidder fails to comply with the requirements of KELTRON as stated above, such Bids may at the discretion of KELTRON, be rejected as technically non-responsive.

### **5.5 Tender Evaluation**

#### **5.5.1 Suppression of facts and misleading information**

During the Bid evaluation, if any suppression or misrepresentation is brought to the notice of KELTRON, KELTRON shall have the right to reject the Bid and if after selection, KELTRON would terminate the contract, as the case may be, the rejection/ termination will be without any compensation to the Bidder and the EMD / SD, as the case may be, shall be forfeited.

Bidders should note that if any figure in the proof documents submitted by the Bidders for proving their eligibility is found suppressed or erased, KELTRON shall have the right to seek the correct facts and figures or reject such Bids.

It is up to the Bidders to submit the full copies of the proof documents to meet out the criteria. Otherwise, KELTRON at its discretion may or may not consider such documents.

The Tender calls for full copies of documents to prove the Bidder's experience and capacity to undertake the project.

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### 5.5.2 Technical Bid Evaluation

- a) A Technical Committee will examine the Technical Bids against the Eligibility Criteria and Evaluation Criteria given in the Tender document. The evaluation will be conducted based on the support documents submitted by the Bidders. The documents which did not meet the eligibility criteria in the first stage of scrutiny will be rejected in that stage itself and further evaluation will not be carried out for such bidders. The eligible Bidders alone will be considered for further evaluation.
- b) Tender may be declared as nonresponsive in the following cases
1. The Bid is unsigned.
  2. The Bidder has quoted for goods manufactured by different firm without the required authority letter from the manufacturer.
  3. Bidder has not agreed to give the required performance security.
  4. The goods quoted are sub-standard, not meeting the required specifications.
  5. The schedule of Requirement (incorporated in the tender enquiry), the tenderer has not quoted for the entire requirement as specified in that schedule.
  6. The tenderer has not agreed to some essential condition(s) incorporated in the tender enquiry

**c) Registered vendors:**

For those Bidders who have already worked or working with KELTRON, their previous performance would be the mandatory criteria for selection. If any unsatisfactory performances of those Bidders are found, their Bids will straight away be rejected.

The Unsatisfactory performance is defined as any of the following:-

- Non responsiveness after getting the Purchase order (or)
- Delay in supply, installation of the ordered items etc. (or)
- Lack of communication about the delay in deliveries, installation etc.
- Poor after sales support against previous supplies with KELTRON.

**d) Documents Establishing Goods' Eligibility and Conformity to Bid Document:**

Bidder must attach required technical brochures / literatures / data sheets marked and highlighted sequentially for all the products asked in the tender to ensure that compliance to all the specifications given in the tender document can be verified. All the brochures/literature/datasheets shall be counter signed and stamped by the bidders or authorized signatory of bidders. Non-availability of specifications (as mentioned in the tender document) in the brochure/literature will be treated as non-compliance and no clarifications shall be asked in this regard. If bidder fails to submit the required brochures/literatures along with the tender document, it shall be treated as non-compliance and may lead to outright rejection of bid submitted by bidder. No clarifications in this regard shall be sought from the bidder.

**e) Specifications:**

Specifications are basic essence of the product. It must be ensured that the offers are strictly as per our tendered specifications. At the same time it must also be kept in mind that merely copying our specifications in their quotation shall not make firms eligible for consideration. The documentary evidence of conformity of the goods and services to the Bid Document may be in the form of literature, drawings and data etc. compliance statement submitted shall be duly supported by technical literature, equipment brochures & other related reports / documents from the OEM. The compliance statement not supported by the documentary evidence shall not be considered. Such bids shall be considered as non-responsive and may result in rejection on technical grounds

**f) Submission of detailed requirements for installation & commissioning of the equipment:**

All Bidders / Agents must submit full details and requirements for Installation & Commissioning of the Equipment as per Technical Specifications submitted by them.

- i. Water Supply / electric power requirement
- ii. Civil Works including Foundation, Flooring.
- iii. Mechanical and Fabrication work required.
- iv. Ambient Temperature Control (if required, as applicable).
- v. Cooling requirement (if any).
- vi. Electrical and Power requirements in detail.
- vii. Space and Dimensions for Installation of the equipment
- viii. Any other Requirements for the successful commissioning. This shall include any accessories / equipments to be arranged by the purchase (other than the tendered items)

**g) Patent Right & IPR Laws:**

The supplier shall indemnify the purchaser against all third party claims of infringement of Patent, Trademark or Industrial Design Rights arising from the use of Goods or any part thereof in the Purchaser's country. The bidder should be sure about his claim on the ownership of technology and total compensation in the event of a claim should be paid to the buyer in case of patent infringement. Once bids submitted bidders agrees for the same.

**h) Examination of terms & Conditions**

- i. The Purchaser shall examine the Bid to confirm that all terms and conditions specified in the GCC and the SCC have been accepted by the Bidder without any material deviation or reservation including the terms & conditions.
- ii. Prior to the detailed evaluation, the Purchaser will determine the *substantial responsiveness* of each bid to the Bid Document.

**i) Delivery Period:**

In case of Indigenous suppliers the firm delivery period (in weeks) after issue of Purchase Order must be given in the Technical Bid. Delivery must be on FREIGHT PAID BASIS for dispatch by Road.

The bidder must provide information regarding mode of shipment whether it is by Air/Sea/Road/Rail failing which bid may be rejected subject to the discretionary power of the Purchaser.

- i. Prices quoted by the bidder shall remain fixed during the entire period of contract and shall not be subject to variation on any account. A bid submitted with an adjustable price quotation will be treated as non - responsive and rejected.
- ii. All lots and items must be listed and priced separately in the Commercial Bid. If a Price Schedule shows items listed but not priced, their prices shall be assumed to be included in the prices of other items.

The delivery requirements are mentioned in the tender. However, Keltron have the right to alter this while ordering or during the execution of the order to suit the actual requirement.

### 5.5.3 Price Bid Evaluation

1. Price bid of the technically qualified bidders alone will be opened and evaluated
2. The financial bid (BOQ) should be submitted in .xls form in the e-tender format.
3. The GST tax amount shall be included for evaluation
4. The bidder shall confirm that the price bid confirms to all the terms and conditions stipulated in the tender document. He shall confirm that the price bid is final in all respects and contains no conditions.
5. The total **cost** including purchase **price**, freight, insurance, the customs duties and other taxes levied on the shipment for cost comparison.
6. If not specifically mentioned, the bidder should quote for all the items in the BOQ. Else the bid shall be treated as non-responsive.
7. **Non-conformities between the figures and words of the quoted price**

Any discrepancy between quoted prices in figures and that in words, if noted will be sorted out in the following manner:

- i. If there is a discrepancy between the unit price and the total price (which is obtained by multiplying the unit price by the quantity), the unit price shall prevail and the total price corrected accordingly, unless in the opinion of the Purchase Committee/ Technical & Purchase Committee there is an obvious misplacement of the decimal point in the unit price, in which case the total price as quoted shall govern and the unit price corrected accordingly.



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- ii. If there is an error in a total corresponding to the addition or subtraction of subtotals, the subtotals shall prevail and the total shall be corrected.
  - iii. If there is a discrepancy between words and figures, the amount in words shall prevail, unless the amount expressed in words is related to an arithmetic error, in which case the amount in figures shall prevail subject to (a) and (b) above.
  - iv. If there is such discrepancy in a bid, the same is to be conveyed to the bidder with target date on the above lines and if the bidder does not agree to the observation of the Purchaser, the tender is liable to be ignored and its Bid Security may be forfeited

## 8. Evaluation & Comparison of Bids

- (i) The price of the goods quoted ex-works including all taxes already paid.
- (ii) GST and any other taxes, which will be payable on the goods if the contract is awarded.
- (iii) All Charges involved for inland transportation, insurance, F.O.R. destination
- (iv) Installation, commissioning, training, accommodation and travel charges if any

**Note:** The offers of the firms who quote on Ex-works basis and do not mention the handling, documentation, packing, forwarding, transportation & insurance charges etc. separately will not be considered a responsive bid and the acceptance of such bid will vest entirely with the Purchaser.

## 5.6 Acceptance of Tender and Withdrawals

The final acceptance of the tender is entirely vested with KELTRON who reserves the right to accept or reject any or all of the tenders in full or in parts without assigning any reason whatsoever. The Tender Accepting Authority may also reject all the tenders for reasons such as change in Scope, Specification, lack of anticipated financial resources, court orders, calamities or any other unforeseen circumstances. After acceptance of the Tender by KELTRON, the Successful Bidder shall have no right to withdraw their tender or claim higher price.

## 5.7 Negotiations

Negotiations will be conducted with the selected bidder for improvement in the Scope of work, further reduction in price and advancement of delivery schedule.

## 5.8 Award of contract

- 1) L1 Bidder will be declared as a Successful Bidder and contractor. In case KELTRON find that the Successful Bidder is unable to supply as per the conditions, they will be free to apportion the total contract to other Successful Bidders after recording the reasons in writing. The bidder

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will have to reimburse any additional expenditure which may be incurred in the process.

- 2) No dispute can be raised by any Bidder whose bid has been rejected and no claims will be entertained or paid on this account.

## 5.9 Purchaser Rights

KELTRON reserves the right to:

- a. Insist on quality / specification of materials to be supplied.
- b. Increase the period of contract
- c. If delivery performance of the Bidder is not as per the Schedule, then KELTRON reserves the right to reallocate the quantity to other Bidder.
- d. KELTRON reserve its right to inspect the bidders' facilities before or after placement of orders and based on the inspection, KELTRON reserves a right to modify the quantity ordered.
- e. KELTRON reserves its right to withhold any amount for the deficiency in the service aspect of the ordered items supplied to the customers.

## 6. EXECUTION OF WORK

### 6.1 Execution of Contract

- a) The successful bidder (contractor) will be required to remit a Security Deposit (SD) valid for a period of one year from the date of LOA. The contractor shall execute an agreement in the prescribed form on two hundred rupees non-judicial stamp paper after furnishing a **SD of 5%** of the total contract amount as BG **within 7 days from the date of Letter of Award issued by KELTRON** for the due fulfillment of the contract. The security deposit will be converted into PBG valid for warranty period+90 days from the date of commissioning and the contractor should extend the validity as required. Any changes/modifications as may be indicated by KELTRON at the time of discussions, negotiations will become a part of the agreement.
- b) The Successful Bidder shall not assign or make over the contract, the benefit or burden thereof to any other person or persons or body corporate for the execution of the contract or any part thereof without the prior written consent of KELTRON. KELTRON reserves its right to cancel the work order either in part or full, if this condition is violated. If the Successful Bidder fails to execute the agreement, EMD of the Successful Bidder will be forfeited and their tender will be held as non-responsive.
- c) The expenses incidental to the execution of the agreement should be borne by the Successful bidder.
- d) The conditions stipulated in the agreement should be strictly adhered to and violation of any

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of the conditions will entail termination of the contract without prejudice to the rights of KELTRON and KELTRON also have right to recover any consequential losses from the successful bidder.

- e) **Training:** The supplier should provide detailed onsite training after installations and commissioning of the said equipment free of cost. This training shall be to the satisfaction of purchaser.
- f) Comprehensive warranty shall be provided for a period as indicated in notice inviting tender after installation & successful commissioning of the equipment is complete in all respects. The warranty offered should be unconditional and the seller should agree to replace or repair the equipment at his cost. The spare parts for the warranty repair have to be provided by the vendor.
- g) **Vendor registration:**

The successful Bidder must be Registered with KSEDC Ltd., KELTRON Equipment Complex, Karakulam, Thiruvananthapuram, Kerala –695 564. In case the successful bidder is not Registered yet, they have to submit the Vendor Registration Form as per **annexure - 12** duly filled in, signed & stamped. Separate Vendor Registration with KELTRON Equipment Complex is required though the bidder may be registered with any other Division / Branch / office of KELTRON, KSEDC Ltd. Acceptance of Vendor registration is the sole right of the Purchaser.

## 6.2 Refund of EMD

The EMD amount paid by the Successful Bidder will be adjusted towards Security Deposit payable by them. When the Successful Bidder submits Security Deposit for the stipulated value in full by way of Bank Guarantee, the EMD will be refunded. The EMD amount of the Unsuccessful Bidder will be refunded after finalization and signing of Contract Agreement with the Successful Bidder.

## 6.3 Forfeiture of EMD and SD

- a) If the Successful Bidder fails to remit the Security Deposit, the EMD remitted by them will be forfeited to KELTRON and the tender will be held void.
- b) If the Successful Bidder fails to act up on to the tender conditions or backs out from the contract, the Security Deposit will be forfeited to KELTRON.

## 6.4 Termination of Contract

### 6.4.1 Termination for default

- a) KELTRON may without prejudice to any other remedy for breach of contract, by written notice of default with a notice period of 3 days, sent to the Successful Bidder, terminate the contract in whole or part,

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- i. if the Successful Bidder fails to deliver any or all of the goods within the time period(s) specified in the Contract, or fails to supply the items as per the Delivery Schedule or within any extension thereof granted by KELTRON; or
  - ii. if the Successful Bidder fails to perform any of the obligation(s) under the contract; or
  - iii. if the Successful Bidder, in the judgment of KELTRON , has engaged in fraudulent and corrupt practices in competing for or in executing the Contract.
- b) In the event of KELTRON terminating the Contract in whole or in part, KELTRON may procure, upon terms and in such manner as it deems appropriate, the goods and services similar to those and delivered and the successful bidder shall be liable to KELTRON for any additional costs for such similar goods. However, the successful bidder shall continue the performance of the contract to the extend not terminated.

#### **6.4.2 Termination of Insolvency**

KELTRON may at any time terminate the Contract by giving written notice with a notice period of 3 days to the Successful Bidder, if the successful bidder becomes bankrupt or otherwise insolvent. In this event, termination will be without compensation to the Successful Bidder, provided that such termination will not prejudice or affect any right of action or remedy that has accrued or will accrue thereafter to KELTRON.

#### **6.4.3 Termination for Convenience**

KELTRON may by written notice, with a notice period of 3 days sent to the Successful Bidder, terminate the Contract, in whole or in part, at any time for its convenience. The notice of termination shall specify that termination is for KELTRON's convenience, the extent to which performance of work under the Contract is terminated, and the date upon which such termination becomes effective. On termination, the Successful Bidder is not entitled to any compensation whatsoever.

#### **6.5 Execution of Work Order**

The Successful Bidder should nominate and intimate the KELTRON, an Engineer for Single Point of Contact (SPOC), who should be responsible for effective delivery of work complying with all the terms and conditions. The Successful Bidder should ensure that the Engineer fully familiarizes with the Tender Conditions, Scope of Work and deliverables.

##### **a) Testing and inspection:**

Keltron will have the right to inspect the material before dispatch at the supplier's works / warehouses and also on receipt at Keltron's site/ keltron stores. Payment for items / quantity found to be acceptable only will be made. In case of rejections due to non-compliance of the technical specifications of the items, the supplier shall rework / manufacture new item as the case may be at their cost upon intimation from us. However

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this has to be done to supply the items within the delivery period mentioned in the order. The testing and inspection of the equipment procured shall be carried out in two stages as follows.

**b) Factory Inspection / Acceptance Testing:**

The buyer or his representative shall have the right to conduct pre-dispatch inspection of the Hardware and accessories. Where the buyer decided so conduct such tests on the premises of the Original Equipment Manufacturer (OEM) or supplier of the OEM, all reasonable facilities and assistance like Testing Instruments and other test gadgets including access to drawings and production data shall be furnished to the inspectors at no charges to the buyer. The schedule & Procedure of testing shall be intimated to the bidder after the placement of the Purchase Order. The successfully inspected / accepted items shall be sealed in the presence of the Inspectors and signed by the inspectors.

Should any inspected or tested items fail to confirm to the specifications the Buyer may reject them and the Contractor shall either replace the rejected items or make all alterations necessary to meet specification requirements free of cost to the buyer.

**c) Post receipt / Pre-installation testing**

This final testing / inspection shall be performed at the Keltron / customer site at the time of delivery of the equipment and the Inspector shall inspect the goods. The inspector shall also check the goods delivered against the models ordered. The inspector shall reject the items, which are not delivered as per the contract or any subsequent modifications to the contract, in terms of the Technical specification. The inspector shall also receive the goods after inspection,

If any item / quantity found to be not acceptable on arrival at our site/stores, the same has to be replaced / rectified by the supplier immediately free of cost. All the costs involved for return of the rejected items to the supplier and re-dispatch of the replacements will be in the scope of the supplier only.

Refurbished items are not acceptable and the bidder shall offer only brand new items.

**d) Substitution & Wrong Supplies**

Unauthorized/Pirated substitution or materials delivered in error of wrong description or quality or supplied in excess quantity or old versions shall be returned to the Contractor at his cost and risk.

Supply of unauthorized or pirated or sub-Standard or old equipment detected at any date during or after warranty shall be notified to the Contractor in writing. Such equipment shall be replaced forthwith by the Contractor at his own cost. Any penalty or litigations arising out of such supplies shall be the responsibility of Contractor and any consequential damages shall be fully compensated by the Contractor.

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**e) Spare Parts:**

The Supplier shall be required to provide any or all of the following materials, notifications, and information pertaining to spare parts manufactured or distributed by the Supplier:

- i. Such spare parts as the Purchaser may select to purchase from the Supplier, providing that this selection shall not relieve the Supplier of any warranty obligations under the Contract; and
- ii. In the event of termination of production of the spare parts:
  - (a) Advance notification to the Purchaser of the pending termination, in sufficient time to permit the Purchaser to procure needed requirements; and
  - (b) Following such termination, furnishing at no cost to the Purchaser, the blueprints, drawings and specifications of the spare parts, if requested.

**6.6 Assigning of Tender as whole or in part**

The Successful Bidder shall not assign or make over the contract, the benefit or burden thereof to any other person or persons or body corporate. The Successful Bidder should not under-let or sublet to any person(s) or body corporate for the execution of the contract or any part thereof.

Sub-contracting of the awarded work in any manner will amount to a breach of the contract. Such bidders would be disqualified and their bid would be summarily rejected. Time is the essence of the contract. KELTRON reserves the right to cancel the order placed on any bidder and assigns the work to anyone else at the risk and cost of the aforesaid bidder in case of delay, non-compliance to specifications or any other valid reason.

**6.7 Price Re-fixation**

The materials, if any, supplied after the scheduled delivery period noted in the order will be accepted only on condition that price of such materials will be re-fixed taking into consideration the rates of new tender/Purchase order for the material with same specification supplied and accepted by the KSEDC on the date of actual supply or the basic price as per the subject tender whichever is lower will be applicable. The date of opening of price bids of the new tender shall be treated as the effective date. The Head KEC's decision in re-fixing the price will be final.

**6.8 Debarring the firms from business**

The process of debarring the firm would be initiated in the below mentioned cases subject to the recommendation of the Technical team. The conditions for debarring the firm are:

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- i. Not supplying the materials as per the technical specifications as mentioned in the Purchase Order.
  - ii. Not fulfilling the contractual obligations as per the terms & conditions of the Purchase Order.
  - iii. Not able to provide the required spares for the time period specified in the bidders quotation “or” in the tender enquiry “or” Purchase Order of the buyer.
  - iv. Repeated failures during installation, commissioning & trial run.
  - v. Inadequate service back-up in terms of spares & manpower being repeatedly observed in a number of occasions and recorded by during warranty and even afterwards (during the life cycle of the equipment).
  - vi. In case it is proved that the Purchase Order has been sub-letted to some other vendor.

### **6.9 Training, Installation & Commissioning**

- i. The bidder shall arrange for Installation & commissioning of the equipment within 15-30 days from the date of supply of equipment.
- ii. Elaborate training shall be provided at Keltron Equipment Complex, Karakulam or at the site by the contractor during installation & commissioning. The charges are included within the contract price. This training shall be to the satisfaction of purchaser.
- iii. All Bidders must submit bids with comprehensive warranty for a period as indicated in the Notice inviting tender after the installation & successful commissioning of the equipment complete in all respects. The warranty offered should be unconditional and the contractor should agree to replace or repair the equipment at his cost. The spare parts for the warranty repair have to be provided by the bidder.

### **6.10 Manuals and Drawings**

- i. Before the goods and equipments are taken over by the Purchaser, the Supplier shall supply operation and maintenance manuals. These shall be in such details as will enable the Purchaser to operate, maintain, adjust and repair all parts of the works as stated in the specifications.
- ii. Manuals shall be in the ruling language (English) in such form and numbers as stated in the contract.
- iii. Unless and otherwise agreed, the goods equipment shall not be considered to be completed for the purposes of taking over until such manuals and drawing have been supplied to the Purchaser.
- iv. List of spares and their vendor details shall be part of the maintenance manuals.

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### 6.11 Performance Guarantee

The contractor shall furnish a performance Bank Guarantee for 5 % of the contract amount from any nationalized bank up to the end of warranty period. If the contractor had submitted security deposit for 5%, the validity of the same shall be extended up to the end of warranty /defect liability period.

### 6.12 Dispatch Documents

Delivery Challan, Original Commercial Invoice in Triplicate, (Original for Buyer & Duplicate for Transporter Copies), Warranty Certificates, Test Reports etc. shall be sent to the tendering authority.

### 6.13 Set off

Any sum of money due and payable to the contractor (including security deposit refundable to him) under this contract may be appropriated by the Buyer to set off the same against any claim of the Buyer for payment of a sum of money arising out of this contract made by the Contractor with Buyer.

### 6.14 Contradiction

In case of any contradiction in or between the clauses above, the more stringent of the clauses shall prevail.

### 6.15 Force Majeure

KELTRON may grant an extension of time limit set for the completion of the work in case the timely completion of the work is delayed by force majeure beyond the contractors control, subject to what is stated in the following sub paragraphs and to the procedures detailed there in being followed. Force Majeure is defined as an event of effect that cannot reasonably be anticipated such as acts of God (like earthquakes, flood, storms etc), acts of states, the direct and indirect consequences of wars (declared or un-declared), hostilities, national emergencies, civil commotion and strikes (only those which exceed a duration of ten continuous days) at successful Bidder's factory. The successful bidder's right to an extension of the time limit for completion of the work in above-mentioned cases is subject to the following procedures.

- a. That within 7 days after the occurrence of a case of force Majeure but before the expiry of the stipulated date of completion, the bidder informs the KELTRON in writing (in the format as per **Annexure - 11**) about the occurrence of Force Majeure Condition and that the Bidder considers himself entitled to an extension of the time limit.
- b. That the contractor produces evidence of the date of occurrence and the duration of the force majeure in an adequate manner by means of documents drawn up by responsible authorities.
- c. That the contractor proves that the said conditions have actually been interfered with the carrying out of the contract.



- d. That the contractor proves that the delay occurred is not due to his own action or lack of action.
- e. Apart from the extension of the time limit, force majeure does not entitle the successful bidder to any relaxation or to any compensation of damage or loss suffered.

## 6.16 Settlement of Disputes

Any dispute, difference or disagreement arising out of this contract shall be referred to the Managing Director, Kerala State Electronics Development Corporation Limited whose decision shall be final and binding on the parties.

Unless the Contract has already been repudiated or terminated or frustrated the Contractor shall in every case, continue to proceed with the works with all due diligence and the Contractor and KELTRON shall give effect forthwith to every decision of the Project Leader or his nominee unless and until the same shall be revised, as hereinafter provided, by the Conciliator.

If the disputes are still not settled aggrieved party shall approach court for settlement of disputes. Courts in Thiruvananthapuram alone shall have jurisdiction in this matter

### **Important Note:**

Bidders should ensure that they have submitted all the required proof documents as specified in the Tender document without fail. Bids received without supporting documents to prove their Eligibility are liable for rejection. GST registration is mandatory.

## **7. PREQUALIFICATION & OTHER GENERAL TERMS**

### **1. ELIGIBILITY CRITERIA (All valid proof shall be submitted with technical bid)**

The Bidder(s) should meet the following Eligibility Criteria to participate in the Tender and should submit documentary proof for fulfilling the Eligibility in the Technical Bid

1. The Bidders should be a Registered PSU/Company/Firm in INDIA
2. The Bidders have supplied, installed and commissioned at least 25 No's of Solar LED Street light and out of which a single project should have at least 10 No's of Solar LED Street light.
3. The Bidders have minimum Two year experience in executing Solar street light (Supply, Installation and commissioning) projects

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4. Bidder should have average turnover of minimum Rs. **10 lakhs** in the last three financial years
  5. Bidder should have sufficient Technical team for the execution and maintenance of the project
  6. Proof of work order / work completion certificate shall be submitted along with the Technical bid to establish experience
  7. The Bidder should confirm that they have not been black-listed / banned or de-listed by any Govt. or Quasi-Govt. Agencies or PSU's. If this declaration is not given, bid will be rejected as non-responsive
  8. Bidder should have sufficient financial back ground for timely execution of the project.
  9. The bidder should have a clear track record of completing the projects within the contract period
  10. The Bidder should have valid GST Registration certificate
  11. A certificate issued by a practicing Chartered / Cost Accountants' Firm, certifying the Annual Turnover and nature of business.
  12. Audited Balance sheet and Profit & Loss Account etc. shall be submitted along with the Bid document as a proof of turnover or the last three financial years
  13. The Bidder should confirm that they have not quoted products from any black listed companies
  14. Street Light make :- Phillips/ Tata/ BHEL/ Goldwin/ Kripa/ Havells

**Important Note:**

Bidders should ensure that they have submitted all the required proof documents as specified in the Tender document without fail. Bids received without supporting documents to prove their Eligibility are liable for rejection. GST registration is mandatory.

**2. TERMS AND CONDITIONS**

**2.1 Objective:** Supply, installation and commissioning of 30 No's of 15 W LED Solar street light at Naval Station Ezhimala with 5 Year Warranty.

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**2.2 Description:** The tender is for undertaking the above project of Solar Street Light which includes, supply, installation, commissioning and maintenance of the complete system at selected site and providing comprehensive on-site warranty of the installed system during the warranty period.

**2.3 Scope of the work:** Scope of work under the project is as defined below:

**2.3.1** Procurement, Supply and Delivery of all components of Solar Street Light Locations as per the attached drawing No 1.

**2.3.2.** Fabrication, installation and commissioning of Solar Street Light at every designated site.

**2.3.3** Construction of foundation with nut and bolt of street light base (Refer the drawing No. 2)

**2.3.4** On-site warranty of the complete system (Solar Street light) for Five years.

### 3. DELIVERY

**3.1 Delivery of materials:** One sample of 15W LED Solar street light should be supplied to Naval Station Ezhimala for evaluation within 10 days of PO and balance supply before march 15<sup>th</sup> 2019 after sample approval All the materials as specified in the purchase order should be delivered at the sites of installation.

**3.2 Delivery time for installation and commissioning:** Installation should be completed within 40 days from the date of sample approval.

### 4. ON-SITE WARRANTY

The vendor will be responsible for complete on-site warranty of the installed systems for 5 years from the date of commissioning including preventive and corrective maintenance services. The scope of work for on-site warranty services will further include the following:

**4.1** All preventive maintenance and repair activities associated with Solar Street Light.

**4.2** Vendor will establish a service station(s) near the site to cater for receiving and recording all Complaints, attending the complaints, stocking essential spares, provisioning trained service personnel, recording monthly logs of all activities, etc.

**4.3** Vendor shall provide the maintenance service through its service station(s) to keep the Solar Street light in good working conditions which shall also include the periodical corrective and remedial maintenance service.

**4.4** The complaints should be attended within two days and cleared within a maximum timeframe of seven calendar days.

**4.5** During the 5 year period, the repair works will have to be carried out at the location of the Solar Street light except in exceptional circumstances where the equipment or any component may be required to be taken out for repair, for which specific written permission should be obtained from KELTRON representatives. In such cases, standby arrangements are required to be made by vendor so that the Solar Street light remains in functional state. All products have valid product warranty and hence on-

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site repair and maintenance service needs to be provided after getting replenishment of spares from respective product manufacturer. **The vendor shall carry out Solar PV panel cleaning at least once in every six months from the date of commissioning until the expiry of warranty period.**

**4.6** The successful bidder has to transfer all the Guarantees /Warrantees of the various components/parts/subsystem to the Owner of the project/KELTRON.

## **5. LD CLAUSE**

LD will be applicable at 0.5% per week of the delayed part of supply subject maximum of 5% of order value.

## **6. Transportation & Damages**

Transportation, loading and unloading are under the scope of supply, Transit damages, if any shall be replaced in free of cost and the supplier has to arrange all necessary insurance coverage if required.

## **7. Name Board**

The logo of KELTRON and details of the project shall be displayed prominently in Name Board on Each street light pole at all locations.

## **8. Entry/ Exit**

The contractor, his agents, representatives, workmen etc and his materials, carts trucks or other means of transports etc will be allowed to enter through and leave from only such gate or/gates and at such times as the authority in charge of the Restricted Area may at their sole discretion permit to be used. The contractor's authorized representative is required to be present at the place of entry and exit for the purpose of identifying his carts, trucks etc to the personnel in charge of the security of Restricted Area.

## **9 . Identity Cards or Passes:**

The contractor, his agents and representative are required individually to be in possession of an identity Card or pass duly verified by the Police Department. The Identity Card or pass will be examined by the security staff at the time of Entry into or exit from the Restricted Area and also at any time or number of times inside the Restricted Area.

## **10. Identity of Workmen**

Every workman shall be in possession of an identity card. The identity card will be issued after thorough investigation of the antecedents of the labourers by the contractor and attested by the Officer-in-Charge of the unit concerned in accordance with the standing rules and regulations

of the units. Contractor shall be responsible for the conduct and action of his workmen, agents and representatives.

### **11. Special Conditions**

Contractor's materials transport etc, shall normally be permitted to go out of the area between 8.00 AM to 6.00PM only.

### **12. Access To Restricted Area After Completion Of Works**

After the works are completed and surplus stores etc returned to the contractor, his agents, representatives or workmen etc may not be allowed to have access to the restricted area except for attending any rectification of defects pointed out to him by the Engineer in charge.

## **13. PAYMENT TERMS**

### **13.1 Supply:**

40% payment against supply & acceptance of the material at site, balance 55% installation and commissioning of Solar LED Street Light. The balance 5% released on submission of Bank Guarantee valid till the end of warranty period of 5 years.

### **13.2 Labour :**

100% payment against installation and commissioning of Solar LED Street Light.

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## Annexure II

### TECHNICAL TERMS AND SPECIFICATIONS

#### 1. DUTY CYCLE

The W-LED solar street lighting system should be designed to operate from dusk to dawn.

#### 2. LIGHT SOURCE

**2.1** The light source will be a white LED type and Single lamp. The colour temperature of white LED used in the system should be in the range of 5500°K– 6500°K. Use of LEDs which emits ultraviolet light is not permitted.

**2.2** The light output from the white LED light source should be constant throughout the duty cycle.

**2.3** The lamps should be housed in an assembly suitable for outdoor use. The temperature of heat sink should not increase more than 20°C above ambient temperature even after 48 hrs of continuous operation. This condition should be complied for the dusk to dawn operation of the lamp while battery operating at any voltage between the load disconnect and the charge regulation set point.

**2.4.** The make, model number, country of origin and technical characteristics of white LEDs/LED Luminary used in the lighting system must be furnished together with **Technical bid.**

#### 3. BATTERY

**3.1** Tubular flooded / GEL VRLA Battery should conform to latest IEC/ BIS standards.

**3.2** Test certificate of IS 1651 should be provided.

**3.3** The manufacturer is required to submit the test report from an MNRE or NABL accredited/any national Lab.

**3.4** At least 75% of the rated capacity of the battery should be available between fully charged & load cut off conditions.

**3.5** Battery should have minimum 5 year warranty specified by the manufacturer.

#### 4. PV MODULE

**4.1** The PV module(s) shall contain multi crystalline silicon cells. In case of Crystalline silicon solar cell module it is required to have certificate for the supplied PV module as per IEC 61215, IEC 61730 and IEC 61701 specifications.

**4.2** The power output of the PV module must be reported under standard test conditions (STC) at 16.4 volt loading voltage. I-V curve of the sample module should be submitted.

**4.3** The open circuit voltage of the PV modules under STC should be at least 21.0 volt.

**4.4** The terminal box on the module should have a provision for opening for replacing the

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Cable, if required.

#### 4.5 Identification and Traceability

Each PV module used in any solar power project must use a RF identification tag. The following information must be mentioned in the RFID used on each module (This can be inside or outside the laminate, but must be able to withstand harsh environmental conditions.)

- a) Name of the Manufacturer or distinctive Logo
- b) Model or Type No.
- c) Serial No.
- d) Year of make

- 4.6 PV Module should have 5 Years product warranty and Normal output of PV Module at the end of 10 years should not be less than 90% and at the end of 25 years should not be less than 80%. A warranty certificate to be issued along with materials.

### 5. ELECTRONICS, INCLUDING PROTECTIONS

- 5.1 The total electronic efficiency should be at least 85%.
- 5.2 Electronics should operate at 12 V and should have temperature compensation for proper charging of the battery throughout the year.
- 5.3 The light output should remain constant with variations in the battery voltages.
- 5.4 The system should have protection against battery overcharge and deep discharge conditions. The numerical values of the cut off limits must be specified, while submitting the samples for the testing purposes.
- 5.5 Fuse should be provided to protect against short circuit conditions.
- 5.6 A Blocking diode should be provided as part of the electronics, to prevent reverse flow of current through the PV module(s). In case such a diode is not provided with the PV module, full protection against open circuit, accidental short circuit and reverse polarity should be provided.
- 5.7 The charge controller should be in corporate with MPPT.
- 5.8 The gauge of wire size used for internal wiring from Module to Light unit and Light unit to Battery should be 2.5 mm 2 PVC insulated Cu wire.

### 6. MECHANICAL COMPONENTS AND INSTALLATION

- 6.1 Metallic frame structure, with corrosion resistant paint to be fixed on the Pole to hold the SPV module. The frame structure should have provision to adjust its angle of inclination to the horizontal between 0 and 45 degrees, so that it can be installed at the specified tilt angle. The metallic arm should be painted with rubber coated paint.
- 6.2 It should be possible to mount the light source on a metallic arm attached to the pole. The metallic arm for holding the light assembly should have suitable length and should be set at a suitable angle to maximise uniform lux of desired level over the specified area.
- 6.3 **A vented FRP/ABS box with suitable structure for housing the storage battery Outdoors should be provided. Separate lock and key (3 sets) arrangement also provided.**



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- 6.4 All mechanical metallic parts shall be of galvanised iron (GI)/ aluminium/ stainless Steel of suitable thickness to withstand loads including wind loads and should have good aesthetic appearance. All external parts should be corrosion/ UV resistant and should be replaced during the warranty period in case of any defects. All nuts and bolts should be used of stainless steel.
  - 6.5 The foundation of the pole should be of PCC of minimum size specified in the drawing. The pole with foundation plate of minimum size 40 cm x 40 cm x 10 mm should be fixed on the PCC foundation using foundation bolts.
  - 6.6 **The pole should be GI 3” diameter and 5 meter height from the ground level with thickness 3.6mm with corrosion resistant/Rubber coated paint.**
  - 6.7 The foundation plate should be fixed above ground level.
  - 6.8 The battery box should be fitted 2.5m from the ground level.

## 7. OTHER FEATURES

- 7.1 The system should be provided with two LED indicators: a green light to indicate charging in progress and a red LED to indicate deep discharge condition of the battery. The green LED should glow only when the battery is actually being charged.
- 7.2 There will be a Name Plate on the Battery box, which will give:
  - a) Name of the Manufacturer or Distinctive Logo.
  - b) Model Number
  - c) Serial Number
  - d) Year of manufacture
- 7.3 Necessary lengths of wires / cables and fuse should be provided
- 7.4 Quality stickers with slogans and other information will have to be pasted on the pole /battery box as instructed by KELTRON Engineer. The following matter should be displayed prominently with size not less than 10 m x 3 cm, by indelibly embossing on the system components:

## 8. QUALITY AND WARRANTY

- 8.1 Components and parts used in White LED solar street lighting systems should conform to the latest BIS/ International specifications, wherever such specifications are available and applicable. A copy of the test report/ certificate stating conformity of BIS/International standards must be submitted.
- 8.2 White LED solar street lighting system including the battery will be warranted for a period of at least 5 years from the date of commissioning.
- 8.3 The PV module used should be warranted for its output peak watt capacity, which should not be less than 90% at the end of 10 (ten) years and 80% at the end of 25 (twenty five) years.



**9. TECHNICAL SPECIFICATION & COMPLIANCE MATRIX OF LED SOLAR STREET LIGHTING SYSTEMS**

Sl No	Item Description	Specification	Vendor's Compliance		
			YES	NO	Reason if "NO"
1	Make of LED/Liminaire	<b>Phillips/ Tata/ BHEL/ Goldwin/ Kripa/ Havells</b>			
2	15 W DC LED Light	White Light Emitting Diode (W-LED)(SMD LED) White colour (colour temperature 5500°-6500°K), the illumination should be uniform without dark bands or abrupt variations, and soothing to the eye. Higher light output will be preferred. Maximum power consumption of LED luminaire should be 15 W.			
3	Mounting pole	5 metre pole ( measured from base plate)			
	Make of Pole	Tata / Jindal / Zenith / Swastik / Prakash / Surya			
4	PV Module	75 Wp Polycrystalline.			
5	Make of PV Module	Waaree/Topsun/Renewsys/ Vikram/Radiant/ any approved make			
6	Battery	Tubular flooded or GEL, 12V , 60Ah @ C/10, Max DoD 75% with 5 year warranty.			
7	Make of battery	Southern/Exide/HBL			
8	Electronics Efficiency	> 85%.			
9	Duty cycle	Dusk to dawn.			
10	Autonomy	3 days (Minimum 36 operating hours per permissible discharge.			
11	Charge Controller	MPPT			
12	Dimmer	50% Dimming after 5 hours of operation.			
13	<b>Certification</b>				
	Battery	IS 1651			
	Solar PV panel	IEC61701			
		IEC 61730 -1&2			
IEC 61215					

**Note:** 1. Make of Materials mentioned in the Technical specification shall not be deviated.  
 2. All Certifications and Technical details of the suggested make should attach along with the tender document.

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**PART 10 - FORMATS (ANNEXURES)****ANNEXURE -1****Bidder Information Letter**

(To be submitted in Letter Head)

To

Head (Purchase)  
KELTRON Equipment Complex  
Karakulam, Karakulam P. O.  
Thiruvananthapuram 695564, Kerala.

Title – **Supply, installation, Testing & commissioning of 15W LED Solar Street Light at The Indian Naval Academy, Naval Station, Ezhimala, Kannur**

Ref: Tender No. : **KSEDC/KEC/PUR/PEG/P1627/2018-19**

Sir,

With reference to the Tender No: -----

I / We have downloaded tender document from the website <https://etenders.kerala.gov.in> for the Tender and furnishing the following details for your information.

My / our full address for communication (with Telephone/ FAX Nos./Email)	My/our full address on which PO to be placed (with Telephone/ FAX Nos./Email)

Signature of Bidder

(Seal)

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**ANNEXURE-2****BID FORM**

(To be submitted in Letter Head)

To

Head (Purchase)  
KELTRON Equipment Complex  
Karakulam, Karakulam P. O.  
Thiruvananthapuram 695564, Kerala.

Sub: Bid Form

Ref. Tender No.: **KSEDC/KEC/PUR/PEG/P1627/2018-19**

Dear Sir,

1. Having examined the conditions of tender contract, the receipt of which is hereby duly acknowledged, I/We, undersigned, offer to **Supply, installation, Testing & commissioning of 15W LED Solar Street Light at The Indian Naval Academy, Naval Station, Ezhimala, Kannur** and execute the work with tender specifications referred above and also to the said terms & conditions of contract at the rate shown in the financial bid (BOQ) attached herewith and made part of this bid.
2. I / We undertake, if our Bid is accepted, to complete supplies as per the conditions of tender within the stipulated time and also ensure an availability of 95%( minimum) for all the systems & accessories on a yearly basis. This means that all the systems & accessories covered under this performance guarantee clause shall be in operating condition at least on 95% of the normal working hours in a year. We will support at the site during the entire warranty period with manpower and materials whenever support is required for KELTRON.
3. I/We agree that the offer shall remain open for acceptance for a minimum period of 180 days stipulated in the Tender from the date of opening of the tender and thereafter until it is withdrawn by us by notice in writing duly addressed to the authority of opening the tender and sent by registered post with acknowledgement due or otherwise delivered at the office of the authority. The EMD amount shall not bear any interest and shall be liable to be forfeited to KELTRON should I/We fail to abide by the stipulations to keep the offer open for a period mentioned above or fail to sign and complete the contract document as required by KELTRON and furnish the Security Deposit as specified in the terms and conditions of the contract. The EMD amount may be adjusted towards SD or refunded to us unless the same or any part thereof has been forfeited as aforesaid.

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4. We understand that you are not bound to accept the lowest or any bid, you may receive.
  5. The tender document for the works mentioned above have been obtained by me from the URL:<https://etenders.kerala.gov.in>, the official e-procurement website of Govt. of Kerala and I / We hereby certify that I /We have read the entire terms and conditions of the tender document, which shall form part of the contract agreement and I / We shall abide by the conditions / clauses contained therein.
  6. I/We declare that the information furnished in the bid is true to the best of our knowledge. If any false/fictitious information is found, I/We agree to the rejection of the bid and consequence action.
  7. I / We hereby unconditionally accept the tender conditions of KELTRON's tender document in its entirety for the above supplies.

Dated this .....day of..... 2018

Signature of

In capacity of

Duly authorized to sign the bid for and on behalf of -----

Witness 1. -----

Signature Name & Address:

Witness 2. -----

Signature Name & Address:

**Declaration Regarding Clean Track Record**

(To be submitted in Letter Head)

To

Head (Purchase)  
KELTRON Equipment Complex  
Karakulam, Karakulam P. O.  
Thiruvananthapuram 695564, Kerala.

**Tender No: KSEDC/KEC/PUR/PEG/P1627/2018-19**

Sir,

I have carefully gone through the Terms & Conditions contained in the Tender Document [No.-----]. I hereby declare that my company has not been debarred/ black listed as on Bid calling date by any State Government, Central Government, Central & State Govt. Undertakings/enterprises/Organizations and by any other Quasi Government bodies/Organizations, World Bank and any other major Enterprise/Organizations in India for non-satisfactory past performance, corrupt, fraudulent or any other unethical business practices. Further, declaring that no cases pending against the firm/organization either in Government (State or Union) or as mentioned above for involvement in cases for supply of sub-standard goods/material or track record of supply of inferior quality or no enquiries on past supplies are being conducted or underway. I further certify that I am competent officer in my company to make this declaration.

Yours faithfully,

Signature of the Bidder

Name :

Designation :

**Declaration Regarding Manufacturer Track Record**

(To be submitted in Letter Head)

To

Head (Purchase)  
KELTRON Equipment Complex  
Karakulam, Karakulam P. O.  
Thiruvananthapuram 695564, Kerala.

Tender No: **KSEDC/KEC/PUR/PEG/P1627/2018-19**

Sir,

I have carefully gone through the Terms & Conditions contained in the Tender Document [No.-----]. I hereby declare that the products quoted in this tender are not from any black listed company(OEM) as on Bid submission date by any State Government, Central Government, Central & State Govt. Undertakings/enterprises/Organizations and by any other Quasi Government bodies/Organizations, World Bank and any other major Enterprise/Organizations in India for non-satisfactory past performance, corrupt, fraudulent or any other unethical business practice. Further, declaring that no cases pending against the OEM either in Government (State or Union) or as mentioned above for involvement in cases for supply of sub-standard goods/material or track record of supply of inferior quality or no enquiries on past supplies are being conducted or underway. I further certify that I am competent officer in my company to make this declaration.

Yours faithfully,

Signature of the Bidder

Name :

Designation :

**Declaration Regarding feasibility of site readiness**

(To be submitted in Letter Head)

To

Head (Purchase)  
KELTRON Equipment Complex  
Karakulam, Karakulam P. O.  
Thiruvananthapuram 695564, Kerala.

Tender No: **KSEDC/KEC/PUR/PEG/P1627/2018-19**

Sir,

We declare that we have completed evaluation of the site identified by the agreement authority and have carefully gone through drawing, site plan and approach roads for transporting the equipment. I further certify that I am competent officer in my company to make this declaration.

Yours faithfully,

Signature of the Bidder

Name :

Designation :

## Annexure-6

**Manufacturers' authorization form**  
(To be submitted in Letter Head)

No. ----- Dated-----

To

Head (Purchase)  
KELTRON Equipment Complex  
Karakulam, Karakulam P. O.  
Thiruvananthapuram 695564, Kerala.

Dear Sir,

We \_\_\_\_\_ who are established and reputed manufacturers of having factories at \_\_\_\_\_ (*address of factory*) do hereby authorize M/s. \_\_\_\_\_ (*Name and address of Agent*) to submit a bid, negotiate and receive the order from you against your tender enquiry No **KSEDC/KEC/PUR/PEG/P1627/2018-19**

No company or firm or individual other than M/s \_\_\_\_\_ is authorized to bid, and conclude the contract in regard to this business.

We hereby extend our full guarantee and warranty as per the requirement of KELTRON mentioned in the tender document for the goods and services offered by the firm.

Yours faithfully,

(Name)

(Name of manufacturers)

Note: This letter of authority should be on the letterhead of the manufacturer and should be signed by a person competent and having the power of attorney to bind the manufacturer. It should be included by the Bidder in its techno-commercial unpriced bid.



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**Annexure-7**Tender No.: **KSEDC/KEC/PUR/PEG/P1627/2018-19****Technical compliance statement**

Sl. No.	Name & Model No. of product offered	Specification as per tender	Specification of the item offered	Variation	Cross reference to attached brochures/documents
1					
2					
3					
4					
5					
6					

Name &amp; Address of Company

Signature of Bidder

(Seal)

**Annexure-8**

**Bank Guarantee Format for Security Deposit**  
(To be executed in Rs. 200/- Stamp Paper)

To

Kerala State Electronics Development Corporation Limited  
Keltron House, Vellayambalam  
Thiruvananthapuram-695033

Bank Guarantee No:

Amount of Guarantee:

Guarantee covers from:

Last date for lodgment of claim:

This deed of Guarantee executed by -----(Bankers Name & Address) having our Head Office at ----- (address) (hereinafter referred to as “the bank”) in favour of “Kerala State Electronics Development corporation (herein after referred to as “the beneficiary”) for an amount not exceeding ` -----/(Rupees-----only) as per the request of M/S----- having its office address at ----- (hereinafter referred to as successful bidder) against letter of acceptance reference-----dated ----/----/--- of KELTRON . This guarantee is issued subject to the condition that the liability of the bank under this guarantee is limited to a maximum Rs. --- -----/- (Rupees-----Only) and the guarantee shall remain in full force up to ----- months from the date of Bank guarantee and can’t be invoked otherwise by a written demand or claim by the beneficiary under the guarantee served on the bank before-----months from the date of bank guarantee.

Since, it has been clearly stated in the conditions of contract, that the Successful bidder shall furnish you with a bank guarantee from a scheduled/Nationalized bank for the sum specified therein, as security for complying with the successful bidder’s performance obligation for a period in line with the contract.

Whereas we have agreed to give the successful bidder a guarantee.

THEREFORE, we (Bank Address)----- hereby affirm that we are guarantors and

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responsible to you on behalf of the successful bidder up to

a total of Rs.-----/-(Rupees-----Only) and we undertake to pay you, upon your first written demand declaring the successful bidder to be in default under the contract and without any demur, cavil or argument, any sum or sums within the limit of Rs.-----/-(Rupees-----Only) as foresaid, without your needing to prove or show grounds or reasons for your demand or the sum specified therein. We will pay the guaranteed amount notwithstanding any objection or dispute whatsoever raised by the successful bidder.

This guarantee is valid until-----from the date of bank guarantee.

Notwithstanding, anything contained herein, our liability under this guarantee shall not exceed `-----/-(Rupees-----Only). This bank guarantee shall be valid up to -----months from the date of bank guarantee and we are liable to pay the guarantee amount or any part thereof under this bank guarantee only and only if you serve upon us a written claim or demand on or before-----.

In witness whereof the bank, through its authorized officer, has set its, hand and stamp on this-----at-----.

Witness:

(Signature)  
(Name in block letters)

1.

2.

**Bank Guarantee Format for Performance Guarantee**

To

Kerala State Electronics Development Corporation Limited  
Keltron House, Vellayambalam  
Thiruvananthapuram-695033

WHEREAS ..... (Name of Supplier)

Hereinafter called “the Supplier” has undertaken, in pursuance of Contract no..... dated..... 2017 to supply ..... (Description of Goods and Services) hereinafter called “the Contract”.

AND WHEREAS it has been stipulated by you in the said Contract that the Supplier shall furnish you with a Bank Guarantee by a recognized bank for the sum specified therein as security for compliance with the Supplier’s performance obligations in accordance with the Contract.

AND WHEREAS we have agreed to give the Supplier a Guarantee:

THEREFORE WE hereby affirm that we are Guarantors and responsible to you, on behalf of the Supplier, up to a total of ..... (Amount of the Guarantee in Words and Figures) and we undertake to pay you, upon your first written demand declaring the Supplier to be in default under the Contract and without cavil or argument, any sum or sums within the limit of ..... (Amount of Guarantee) as aforesaid, without your needing to prove or to show grounds or reasons for your demand or the sum specified therein.

This guarantee is valid until the ..... Day of ..... 20.....

Signature and Seal of Guarantors  
(Complete Address/Contact Details with Tel./Fax/email etc)  
Date:-

(Form of Agreement to be executed by the successful Tenderer in Stamp paper worth Rs.200/-)

### AGREEMENT

Agreement executed on ..... day of -----Two Thousand eighteen between Shri / Smt ....., ..... Manager, .....Company Limited, incorporated under the Companies Act..... and having its registered Office at..... (herein after called “the Contractor”) of the one part

And Shri Suresh T S, Head (Purchase) of Keltron Equipment Complex, Karakulam, Karakulam P.O., Thiruvananthapuram-695 564, Kerala, acting for/on behalf of Kerala State Electronics Development Corporation Ltd. hereinafter called “the Purchaser” of the other part.

WHEREAS the Contractor has tendered for the supply of articles for the use of the Purchaser as per tender Notification No:.....dated.....published vide e-tender dated..... which tender notification shall form part of this Agreement as if incorporated herein.

AND WHEREAS the Purchaser have/has been pleased to accept the offer subject to the conditions stipulated in the Supply Order No:..... dated .....(which shall form part of this agreement as if incorporated herein) in respect of the articles mentioned therein”.

AND WHEREAS the Contractor has as security for the satisfactory fulfillment of this contract deposited Rs..... ie. a sum equal to 5% percent of the value of the contract as per Bank Draft No. .... dated..... Bank Guarantee No.....dated..... of the .....Bank duly approved by The Purchaser.

**Now these presents witness and it is hereby mutually agreed as follows:-**

1. The Contractor shall undertake to supply and install material according to the standard samples and specifications.
2. No representation for enhancement of rates once accepted will be considered.
3. The approximate quantities to be supplied are shown in the copy of order No.....herewith attached which shall be treated as a part of this agreement as nearly as can be foreseen. But they are merely estimates of quantities that may be required for general guidance of tenderers and the Purchaser in no case binds itself to purchase any quantity at all during the period of contract if no necessity arises therefore, but the Contractor shall supply any quantity of any article at the rate tendered by him, for that article up to 25 percent, in excess of the estimated quantity quoted, and in the event of his inability to do so or to offer a suitable alternative to the satisfaction of The Purchaser. The Purchaser is at liberty to purchase the articles or an article of similar quality from elsewhere and should the price of the articles so purchased be in excess of the tendered rate to deduct the difference of cost from the contractor’s

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bills or his security deposit, as the case may be. The Contractor shall not however be entitled to the excess, if any, of the tendered rate over such purchase amount.

4. In case the Contractor fails to supply and deliver any of the articles and things tendered for by him 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 here in contained and on his part to be observed and performed, then and in any such case, it shall be lawful for The Purchaser (if it shall think fit to do so) by an order in writing to put an end to this contract, and in case The Purchaser shall have incurred, sustained or been put to any costs damage or expenses 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 at any time during the continuance of this contract be payable by the contractor to The Purchaser under and by virtue of this contract it shall be lawful for The Purchaser from and out of any moneys for the time being payable or owing to the contractor from The Purchaser under or by virtue of this contract or otherwise to pay and reimburse to The Purchaser all such costs, damages and expenses they may have sustained, incurred or been put to 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.
5. 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 to contractor on the date on which in the ordinary course of Post a letter is addressed and posted would reach his place of abode or business.
6. All payments to the Contractor will be made in due course By Bank's cheques/NEFT/RTGS
7. The Contractor shall not assign or make over the contract or the benefits or burdens there of or any part thereof to any other person or person or body corporate. The Contractor shall not underlet or sublet to any person or body corporate the execution of the contract or any part thereof without the consent in writing of The Purchaser. The Purchaser shall have absolute power to refuse such consent or rescind such consent (if given) at any time, if they are 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 subcontractor 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.
8. 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 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 this contract, the Contractor shall have rendered himself liable to damages

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amounting to the whole of his security deposits, the contract shall thereupon, after notice given by the Head Purchase, Kerala State Electronics Development Corporation Ltd. Keltron Equipment Complex, Karakulam, Karakulam P.O., Thiruvananthapuram-695 564, Kerala, to the Contractor, be determined and the Head Purchase Kerala State Electronics Development Corporation Ltd. Keltron may complete the contract in such time and manner and by such person as The Purchaser shall think fit. But such determination of the contract shall be without any prejudice to any right of remedy of The Purchaser against the Contractor or his sureties in respect of any breach of contract committed by the Contractor.

9. All expenses and damages caused to The Purchaser by any breach of all or any of the terms of this contract by the Contractor shall be paid by the Contractor to the Bank and may be recovered from him.
10. The Security Deposit/Performance Guarantee shall, subject to the conditions specified herein be returned to the Contractor within six months after completing the entire warranty period, but in the event of any dispute arising between The Purchaser and the Contractor, the Bank 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 Purchaser to the Contractor.
11. The Contractor/hereby declares that the goods/stores/articles sold to buyer under this contract shall be of the best quality (and workmanship) and shall be strictly in accordance with the specifications and particulars contained/mentioned in the copy of the order mentioned in clause 3 here of and the contractor/hereby guarantees that the said goods/stores/articles would continue to conform to the description and quality aforesaid for a period of ..... days/months from the date of delivery of the said goods/stores/articles to The Purchaser and that notwithstanding the fact that The Purchaser(Inspector) may have inspected and/or approved the said goods/stores/articles, if during the afore said period of ..... days/months the said goods/stores/articles be discovered not to conform to the description and quality aforesaid or have deteriorated and the decision of The Purchaser in that behalf will be final and conclusive The Purchaser will be entitled to reject the said goods/stores/articles or such portion thereof as may be discovered not to conform to the said description and quality. On such rejection of goods/articles/stores will be at the contractor's risk and all the provisions herein contained relating to rejection of goods& c, shall apply. The contractor shall if so called upon to do replace the goods & c, or such portion thereof as is rejected by the Purchaser. Otherwise the Contractor shall pay to the Purchaser such damages as may arise by reason of the break of the conditions herein contained. Nothing here in contained shall prejudice any other right of the Purchaser in that behalf under this contract or otherwise.
12. The tender documents viz: Tender Notice, Declaration by Tenderer, General Instructions, Technical Conditions, Commercial Conditions, Performance Guarantee, Price Bid – Schedule, General Conditions will form part of this Agreement. The terms & conditions given in this agreement and/or the Order referred to in Clause 3 above shall supersede all the terms and conditions contained in the tender/quotation submitted by the Contractor or in the covering letter forwarding the said

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tender/quotation. Where the contractor's terms and conditions are at variance with this agreement and/or the order for the supply, the latter shall prevail.

13. 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 purchasing Officer be purchased by means of another tender/Quotation or by negotiation from the next higher tenderer who had offered to supply already and the loss, if any, caused to The Purchaser shall thereby together with such sums as may be fixed by The Purchaser towards damages be recovered from the defaulting, tenderer.
14. 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.
  - i. Equipments supplied under this contract will be under performance guarantee valid for the period three years from the date of Commissioning. The supplier shall maintain systems and peripherals supplied and installed under this contract in accordance with the provisions laid down in the clauses below during the above period.
  - ii. The supplier shall provide the following services under the performance guarantee to keep the systems and peripherals in good working order.
    - a. Un scheduled on call corrective and remedial maintenance service to set right the malfunctioning of the system. This includes replacement of unserviceable parts. The parts replaced will either be new parts or equivalent in performance to new parts. In the case of a part, the defective part removed from the system will become the property of the supplier,
    - b. Application Support: The supply is comprehensive inclusive of Application support on all the systems supplied and installed under this contract. Any problem related with Application, device drivers, System configuration and network configuration (if required) shall be attended & rectified by the supplier. All required device drivers shall be provided by the supplier. The supplier shall also keep a copy of all device drivers. Maximum acceptable down time will be 24 hours for remote location. The supplier shall also ensure an availability of 95% for all modules & accessories on a yearly basis. This means that all the modules and accessories covered under this performance guarantee clause shall be in operating condition at least on 95% of the normal working hours in a year. Downtime penalty shall also be imposed for in excess of 5% allowed. This shall be calculated yearly and the downtime penalty already charged during that year on account of maximum twenty four hour continuous downtime clause shall be deducted from the downtime penalty so calculated.



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15. Downtime penalty shall be settled every year failing which the amount due to The Purchaser is liable to the realized from the Bank Guarantee furnished by the supplier. The downtime penalty will be Rs.500per day per field hardware unit as well as for any application software problems.
16. Terms of performance guarantee and Annual Maintenance Contract.
- (a) If the User is not able to hand over the system to the supplier's engineer for maintenance purpose, such time will not be considered for the down time penalty.
  - (b) In case of intermittent failures and repetitive problems due to improper diagnosis or repair, the system will be treated as continuously down.
  - (c) **CALL REGISTRATION AND COMPLETION:** All the maintenance calls will be logged using the System Maintenance Register. Also, they may be registered with the nearest supplier's office. The supplier shall acknowledge each call with a unique Call no: which is to be used for reference in future. A call service slip may be made for each call. The Call service slip shall contain the following details: call number, reported problem, affected items, date and time of call reporting, date and time of call attending, date and time of call completion, down time in days, fault diagnosed, repairs carried out, components replaced etc. Completion of calls will be certified by The Purchaser official or by a nominee. The supplier shall prepare the call service slips in duplicate. These will be signed by The Purchaser's Engineer & the supplier. One copy will be given to the user and one copy will be retained by the supplier. The entries in the System Maintenance Register may also be completed based on the entries of the Call service slip after closing the call.
  - (d) **FORCE MAJEURE:** The supplier shall not be liable or deemed to be default of any delay or failure in performance stated herein resulting directly or indirectly from causes beyond its reasonable control. If the supplier is prevented from performing its function under the instrument for a period longer than six months, the supplier's liability ceases. Then both the parties shall discuss the course of action to be taken afterwards
  - (e) **Annual Maintenance Contract (AMC):** All the systems purchased from the supplier will be included in two years AMC as soon as three years warranty expires, if The Purchaser and the Contractor desires so. This will be done through an Agreement signed between The Purchaser and the supplier. Rates (annual) for the AMC for two years after the expiry of warranty period shall be quoted in Schedule II. This will be considered as a part of the Tender. Tenders without the maintenance charges are liable to be rejected. The Tenderer should clearly indicate yearly AMC charges valid for 2 years
  - (f) **Payment for AMC:** The payment will be released yearly. The supplier will submit yearly bill along with the downtime statement within one week of completion of the year to the paying authority mentioned in 'General Instructions and Special Conditions'. The Paying authority will reconcile this and release the payment(g). The purchaser has the right to terminate the AMC at any time after giving one months' notice and incase of such termination, the supplier shall not be entitled to claim any compensation.

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17. The Courts situated at the place where the head office of The Purchaser is situated, viz, Thiruvananthapuram alone will have jurisdiction to entertain civil suits pertaining to this contract.

In witness where of the parties hereto have hereunto set their hands the day and year first above written.

Signed sealed and delivered

By.....

Head (Purchase), Kerala State Electronics Development Corporation Ltd, Keltron Equipment complex, Karakulam, Karakulam P.O., Thiruvananthapuram-695 564, Kerala acting for and on behalf of The Purchaser

In the presence of:

Witness

1.

2.

Signed sealed and delivered

By.....

In the presence of (Contractor)

Witness:-

1.

2.

**FORMAT FOR INTIMATION OF FORCE MAJEURE OCCURRENCE**

To

Head (Purchase)  
KELTRON Equipment Complex  
Karakulam, Karakulam P. O.  
Thiruvananthapuram 695564, Kerala.

Name of Work: -

**Tender No.: KSEDC/KEC/PUR/PEG/P1627/2018-19**

Subject: Intimation regarding Force Majeure Case

Sir,

Pursuant to **Clause #6.16**, FORCE MAJEURE, it is for your kind information that a case of force majeure has since occurred. Details are given below:

Date of Detail of Activity Likely Delay Requested occurrence Incident affected Extension

Date of occurrence	Detail of Incident	Activity affected	Likely Delay	Requested Extension

We are entitled to an extension in the date of completion as requested above. Bar Chart with revised schedule of activities is attached. Please approve the extension in the time. Evidence of the date of

occurrence is also enclosed.

It is certified that performance of the Contract has been interfered with. It is also certified that the incident has not occurred due to our own action and that there has not been any lack of action by us in preventing the occurrence.

We are only claiming the extension in the date of completion of the activity (ies) and not claiming the loss incurred in the course of the incident.

Yours truly,

(Project Leader)/Contractor

Enclosures:

1. Revised Bar Chart.
2. Evidence of the occurrence of the Force Majeure case (..... sheets)

VENDOR REGISTRATION

Form of Application for New Registration /Renewal of Suppliers		
KERALA STATE ELECTRONICS DEVELOPMENT CORPORATION LTD. KELTRON EQUIPMENT COMPLEX, KARAKULAM, TRIVANDRUM. 695564		
<b>Note: (i) Answers should be complete, definite and legible. (ii) Separate sheets may be used where space provided is not sufficient</b>		<b>Telephone: 0472 – 2888121, 2888999 (extn.111) Contact Person: GRACE JENILET R (CGM PURCHASE) Fax: 0472 - 2888736 e-mail: kecpurchase@gmail.com</b>
PUR/R-22 A <sub>1</sub>		
1a	Name of the Firm and Address of the Office from which this Registration is applied for:	1.b. Address of Head Office (if different from the Office from which this Registration is applied for):
2	Year of Establishment	
3	Other Offices /Branches/Units	(Attach Details)
4	Name and Location of Associated/Allied Firms (Attach Details)	
5	Your Contact Details:	
	Particulars	Registering Office
	<b>Telephone Nos.</b> (Prefix STD code also Eg. 0472 - 2888999)	
	<b>Fax No.</b>	
	<b>e-mail addresses</b>	
	<b>Name of Contact Person (1)</b>	
	Designation	
	Mobile Phone No.	
	e-mail id	
	<b>Name of Contact Person (2)</b>	
	Designation	
	Mobile Phone No.	
e-mail id		
6.	Web site, if any	
7	Category of the firm <b>If manufacturer, furnish separately details of Plant &amp; Machinery, Test Equipments and Employees</b> (category-wise with split up of technical /non-technical personnel)	Manufacturer / Local Agent / Distributor / Dealer / Service Provider/ Any Other (Pl. Specify)
8	Turnover for past 3 years	Year
		Turnover (Rs. In Lakhs)
9	Name and Full Address of your Bankers and the name in which the Account stands	Bank Address:
		Account Name and No.:

