

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/SOLAR/P400/24-25 Dated 18 th May 2024
Details of work	2 Years Comprehensive Annual Maintenance Contract for 1MWp Solar Power Plant at Ramakkalmedu, Idukki
Delivery of items at	At the site of installation
Date & Time of publishing bid documents	18/05/2024 10.30 AM
Last date & Time of receiving queries with respect to bid documents	
Date and Time of Pre-bid meeting	No pre bid meeting
Last Date & Time of online Submission of Bid document	27/05/2024 6.00 PM
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 / Pre-bid (cover 1)	29/05/2024 9.00 AM
Date & Time of Opening of Financial Bids (cover 2)	Will be published after Technical evaluation
Tender Document fee	INR 3626/-
EMD	INR 24170/- EMD exemption only for those who have UAN
Time allowed for the completion of work	
Warranty for the items supplied	NA

2 Years comprehensive annual maintenance contract for 1MWp solar power plant at Ramakkalmedu, Idukki

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, Uppalam Road, Statue, Thiruvananthapuram / (or) Kerala State IT Mission, e-Government Procurement Support Center, Infopark Technology Center, 18C, Sector-E, JNI 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)

The tender document can be downloaded from the website 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 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, kecpurchase@gmail.com, kecpurchase3@gmail.com

Tel: 0472-2888999, 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.

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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 1st April and ending 31st 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.

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.

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.

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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 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 herein.
 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.

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16. Any issues pertaining to loading and unloading shall be 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 are 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 shall 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 conform strictly to requirements in accordance with the schedule of quantities and specifications 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 places 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 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

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 work shall be scheduled during the restricted working hours permitted and sufficient labor shall be provided to complete the work within the completion period.

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.

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.

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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.

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), 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.

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- b. Bidder should not truncate or add any other detail to the above account number. No 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.

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)

2 Years comprehensive annual maintenance contract for 1MWp solar power plant at Ramakkalmedu, Idukki

Tender No. KSEDC/KEC/PUR/SOLAR/P400/24-25

Date: 18/05/2024



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

CIN-U74999KL1972SGC002450.

1. PREAMBLE

This tender is issued by Kerala State Electronics Development Corporation (KELTRON) inviting proposals from eligible vendors for the **2 Years comprehensive annual maintenance contract for 1MWp solar power plant at Ramakkalmedu, Idukki**. 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.

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- ii. It will be imperative for each Bidder(s) to familiarize itself/ themselves with the prevailing 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. Once, the DSC is obtained, bidders have to register on 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 for assistance in this regard.

4.7 Online Tender Process

The tender process shall consist of the following stages:

- a) **Downloading of tender document:** Tender document will be available for free download on 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 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. 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 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 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 (Pre-bid / 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.

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. Copy of all certificates mentioned in the clause -7 Eligibility criteria
7. Signed copy of un priced BOQ with company seal
8. Power of attorney for the authorized signatory to sign the document
9. Certificate of incorporation, registration, GST certificate, PAN card etc.
10. 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
11. Copy of previous purchase orders, agreements and satisfactory completion certificate from the customers as per eligibility criteria of tender document
12. Audited balance sheet of the firm 2021-22, 2022-23 and 2023-24
13. Duly signed tender document including addendums, corrigendums (Page No.1 to 58)
14. List of mandatory spares (mention whether cost is included in the quoted price)

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 Pre-bid / 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.
- 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.

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.
- 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 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.

- 3) On the award of contract an agreement shall be executed by the bidder in suitable stamp paper within 15 days after the receipt of order.

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 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 - 11** 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,
 - 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 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.

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:

- 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.
- iv. 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.

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.

6.14 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.

6.15 Contradiction

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

6.16 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 - 10**) 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.

6.17 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.

PART 7 - TECHNICAL SPECIFICATIONS, SCOPE OF WORK, TERMS & CONDITIONS

ELIGIBILITY, TERMS & CONDITIONS

1. ELIGIBILITY CRITERIA

- a. The Bidder should be a Registered PSU/Company/Firm in Kerala. Consortium bidding allowed.
- b. The Bidder should have supplied, installed minimum aggregated capacity of 100kWp solar power plant which includes at least one plant having a minimum of 50kW.
- c. The bidder should be an Electrical “A/B class contractor license holder of Kerala state Electrical Inspectorate, or should have authorization from a valid A/B class contractor” license holder of Kerala state Electrical Inspectorate
- d. The bidder should have completed minimum one HT connected solar power plants in Kerala. (Supply, installation and commissioning of solar panels, PCU, HT CT, HT PT, Solar meter and HT net meter)
- e. The Bidders shall have minimum 2 year experience in the supply, installation, testing and commissioning of solar power plant.
- f. Bidder should have sufficient Technical team for the execution and maintenance of the project.
- g. Bidder should have a service center in Kerala for maintenance of Solar Power Plant and the service center shall be operational for the last 2 years.
- h. The Bidder should have valid GST Registration certificate.

Note: (All the above valid proof should be submitted with technical bid)

2. SCOPE OF WORK

1. Comprehensive Annual Maintenance Contract of 1MWp On grid Solar Power plant at Ramakalmeedu, Idukki for 2 years
2. The O&M contract includes positioning necessary personnel at the site for manning, operating and maintaining the plant in full working condition during its normal operating hours (7am to 6pm).
3. The personnel includes 1 graduate engineer and 2 diploma/ITI personnel. Necessary tools and safety equipments for the same should be made available at the site.
4. Monthly reports on the status of operation and any notable events shall be provided to KELTRON office this shall include the operation/ healthiness of strings, solar inverter, UPS, ACBs, VCBs, LBSs, DO fuse, MFMS, Energy meters Yard lighting, plant lighting and control room lightings, LAs earthings and all electrical accessories.
5. CAMC including UPS, battery, transformer(oil top up, testing of Buchholz relay, silica gel replacement, body painting), HT and LT panel, SCB, DC cables, ABT Meter and solar meter, structure maintenance including painting.

6. Normal maintenance includes cleaning of the solar array (3 times a year) and transformer yard (2 times a year), cutting of grass/ vegetation in the array field (2 times a year). The before and after photographs shall be submitted.
7. Necessary assistance shall be provided for any statutory inspections and rectifying any issues reported during such visits.
8. A log/visitor register shall be maintained at the site. Basic details shall be provided to tourists as necessary
9. O& M includes safety and upkeep of all equipment installed under this project in premises.
10. Necessary tools required for the O&M shall be made available at the site. A register shall be kept at the site for the supplied tools and the list shall be given to our office prior to the start of CAMC, if an addition to the tools are being made it should be updated in the registers and shall be communicated to KELTRON office via email/letter.
11. Burn out DO fuses shall be replaced as and when required.
12. Faulty strings shall be made operational within 2 calendar days of identification.
13. An agreement shall be executed for this. The CAMC shall commence from the date of execution of the agreement for a period of 2 years.
14. Rusted portions shall be painted and measures shall be taken to arrest rusting.
15. Basic outline of the plant shall be provided by the site team to the visitors.

Note:

1. Operator room will be provided at the site by KELTRON
2. Necessary water for cleaning of the SPV modules will be provided by KELTRON
3. Any other rectifications required at the site during operation shall be carried out by the bidder during this period
4. Solar inverter not included in this CAMC, necessary support shall be provided by the bidder at the time of servicing
5. It is recommended that the bidders visit the site for the physical verification and for correctly estimating the work.
6. Statutory deductions such as ESI, PF etc of the employees posted to the site will be under the scope of the bidder.

3. PAYMENT TERMS

The total amount will be paid in 4 installments, each installment will be paid half yearly on completion of work as per AMC contract and on submission of invoice along with O&M report.

4. SERVICE AND MAINTENENCE

The faulty system or components should be replaced/ repaired within 2 days of fault reporting. The servicing should be carried out at the site of installation. Delay in servicing beyond 10 days of fault reporting would attract penalty at the rate of Rs.5000 per month or part thereof.

PART 8 - 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 – 2 Years comprehensive annual maintenance contract for 1MWp solar power plant at Ramakkalmedu, Idukki

Ref: Tender No. : KSEDC/KEC/PUR/SOLAR/P400/24-25

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)

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/SOLAR/P400/24-25**

Dear Sir,

1. Having examined the conditions of tender contract, the receipt of which is hereby duly acknowledged, I/We, undersigned, offer to **2 Years comprehensive annual maintenance contract for 1MWp solar power plant at Ramakkalmedu, Idukki** 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

2 Years comprehensive annual maintenance contract for 1MWp solar power plant at Ramakkalmedu, Idukki

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.

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 thisday 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/SOLAR/P400/24-25**

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/SOLAR/P400/24-25**

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/SOLAR/P400/24-25**

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 :

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,

Tender Reference No. **KSEDC/KEC/PUR/SOLAR/P400/24-25**

We _____ who are established and reputable manufactures of _____ having factories at _____ and _____ do hereby authorize M/s _____ (Name and address of Agent/Dealer) to offer their quotation, negotiate and conclude the contract with you against the above invitation for tender offer for our _____ model.

We hereby extend our full guarantee and warranty as per terms and conditions of the tender and the contract for the equipment and services offered against this invitation for tender offer by the above firm. In case of M/s _____ is out of service due to any reason, we will make alternative arrangement for the service and maintenance of our product on same terms and condition.

Yours faithfully,

(Name)

For and on behalf of

M/s _____

(Name manufactures)

Note: This letter of authority should be on the letterhead of the manufacturing concern and should be signed by a competent person of the manufacturer.

Annexure-7Tender No.: **KSEDC/KEC/PUR/SOLAR/P400/24-25****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 & 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

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:-

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/SOLAR/P400/24-25**

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			
Note: (i) Answers should be complete, definite and legible. (ii) Separate sheets may be used where space provided is not sufficient		Telephone: 0472 – 2888121, 2888999 (extn.111) Contact Person: HEAD- PURCHASE Fax: 0472 - 2888736 e-mail: kecpurchase@gmail.com	
PUR/R-22 A ₁			
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	Head Office (if different from Registering Office)
	Telephone Nos. (Prefix STD code also Eg. 0472 - 2888999)		
	Fax No.		
	e-mail addresses		
	Name of Contact Person (1)		
	Designation		
	Mobile Phone No.		
	e-mail id		
	Name of Contact Person (2)		
	Designation		
	Mobile Phone No.		
	e-mail id		
6.	Web site, if any		
7	Category of the firm If manufacturer, furnish separately details of Plant & Machinery, Test Equipments and Employees (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	<u>Turnover (Rs. In Lakhs)</u>
9	Name and Full Address of your Bankers and the name in which the Account stands	Bank Address:	Account Name and No.:

10	i) Are you in the Approved List of DGS&D, any State Govt. or any Authority? ii) Do you have ISO Certification? iii) Do you have LCSO/CACT approval? iv) Are your products ISI marked?	Yes / No (If yes, give details) Yes / No (If yes, attach certificate) Yes / No (If yes, attach certificate) Yes / No (If yes, give details) [Copies of valid certificates to be send to us as and when validity of the submitted certificates expire]	
11	Is your firm registered under (a) Indian Companies Act (b) Indian Partnership Act 1932 or (c) Any Act (Pl. Specify) [If yes, attach copies of relevant documents and a list of the Board of directors . If not Provide Full address of Owners.]	<u>Documents attached</u> Address of Owners	
12	Other registration details 1. CST Registration No. 2. V AT Registration No 3. Excise Registration No 4. Service Tax Registration No 5. Income Tax – PAN		
13	List of Major Orders executed in the last 2 years	(Attach separately giving details of Customer, Item, Value)	
14	Customer References	(Give at least 2 references. Attach commendation letters, if any)	
15	Items for which you intend to register as supplier:		
	Items Manufactured by you	Items Marketed by you <u>Manufacturers of marketed items</u>	
16	Normal Lead Time for Supply of the above items		
17	Payment terms/ Credit Period offered for Supplies to us		
18	Were you blacklisted from the approved list of suppliers by any Government department or Public Sector Undertaking?		
19	Has any employee of KSEDC or KELTRON Group of Companies any interest in the business? If so, furnish details.		
20	Have you been paying Income Tax and Sales Tax regularly?		
<p>Declaration to be made by the Applicant</p> <p>We do hereby declare that the entries made in this application are true to the best of our knowledge and also that we shall be bound by the acts of our existing employees and any other persons who may be appointed by us in future to carry on the business of the concern, whether an intimation of such change is given to you or not.</p> <p>We undertake to intimate you promptly regarding any change of address/contact personnel and any other relevant changes in the data furnished above.</p> <p>We also undertake to submit copies of renewal/revalidation of all relevant registrations and certifications and accept that if the same is not submitted you can consider such registrations as invalid.</p>			
Place:		Signature 1	Signature 2
Date:		Name	Name
Company Seal		Designation	Designation