

KELTRON CONTROLS, AROOR

**TENDER DOCUMENT
(e- Procurement – Two Part Tender)**

Tender No: KSEDC/KCA/ADMN/004/2022-23 dated. 13/10/2022



**KERALA STATE ELECTRONICS DEVELOPMENT CORPORATION LIMITED
(A Government of Kerala Undertaking)**

KELTRON CONTROLS DIVISION, AROOR, ALAPPUZHA Dist, Kerala -688534

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INSTRUCTIONS TO BIDDERS & GENERAL TERMS AND CONDITIONS

1. INTRODUCTION - DEFINITIONS

- 1.1** "KELTRON / The Buyer / Purchaser" means Kerala State Electronics Development Corporation Limited having registered office at Vellayambalam, Thiruvananthapuram-, Kerala or the concerned Division of the same.
- 1.2** "The Bidder / Vendor / Supplier / Contractor" means the individual or firm or company who participates in this tender and submits its bid.
- 1.3** "Project Leader" means the executive responsible for signing all documents from KELTRON side and shall coordinate all the activities of the project with the bidder / contractor.
- 1.4** "The Supplier / Contractor" means the individual or firm making up the supply / work defined in the Notice Inviting Tender.
- 1.5** "The Supply Order (SO) / Work Order (WO) / Purchase Order (PO) / Contract Agreement" means the order placed / contract agreed for the supply of material / systems / equipments or work to be executed as per the specified scope, terms and conditions.
- 1.6** "The Contract Price / Order Value" means the price payable to the Supplier / Contractor under the Supply Order (SO) / Work Order (WO) / Purchase Order (PO) / Contract Agreement for the full and proper performance of its contractual obligations.
- 1.7** "Non-Responsive Bid" means a bid, which is not submitted in line with the tender requirements - Invitation to Bidders, General Terms and Conditions of the Tender, Special Terms and Conditions of the Tender and other conditions in the tender documents, Tender Fee etc.
- 1.8** "The Delivery" means delivery of the material at the specified place & acknowledgement by the bidder regarding receipt.

2 ELIGIBILITY CRITERIA

2.1 Eligibility for Pre-Qualification Cum Technical Bid of Tender submitted.

- 2.1.1** Remittance of Non-Refundable Tender Fee & Refundable EMD using the online payment options of e-Tender system through SBI internet banking (MOPS)
- 2.1.2** Bidders who are black listed by State / Central Government departments and organizations are not eligible to participate in this tender and such bids will be summarily rejected.
- 2.1.3** Bids containing Products of black listed companies will also be rejected
- 2.1.4** Bidder should have valid PAN and GST Registration.
- 2.1.5** Submission of the following Documents along with the Pre-Qualification cum technical bid of Tender Document
 - 2.1.5.1** Bid-form cum Letter for Unconditional Acceptance of all the Terms & Conditions of Tender in Bidder's Letter Head in the Format listed as **Annexure-2** of the Tender Document.

2.1.5.2 Force Majeure & Compliance statement as shown in **Annexure-3 & Annexure-4** shall be submitted.

2.1.5.3 Proof of successful execution of similar supplies / works executed as per **Annexure-A**.

2.1.5.4 Audited financial data as per the **Annexure-B & Annexure-C**

2.1.5.5 Copies of GST Registration and PAN.

2.1.5.6 Vendor Registration Form (Format provided by the Purchaser along with the Tender), if not submitted earlier.

2.1.5.7 Pre-bid meeting participant Certificate from the Purchaser.

2.1.6 The Bidder shall submit sample/demo of the item / items offered by them for technical evaluation, if instructed in the Special Terms & Conditions of the Tender or if instructed afterwards by the buyer, within the date & time of submission specified for technical evaluation. The sample shall be delivered to the place as instructed by the buyer and acknowledgement shall be taken in their Delivery challan. The delivery challan of item shall indicate the model number / serial number of item delivered. The copy of the duly acknowledged delivery challan shall be handed over to Purchase Department. In case of dispatch of sample through courier etc the courier docket scanned copy has to be mailed.

2.2 VENDOR REGISTRATION: -

The Bidder must be registered with **KSEDC Ltd., KELTRON CONTROLS, AROOR, ALAPPUZHA Dist, Kerala - 688534**. In case the bidder is not Registered yet, they have to upload the Vendor Registration Form (Format provided by the Purchaser along with the Tender) duly filled in, signed & stamped. Separate Vendor Registration with **KELTRON CONTROLS, AROOR** 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.

2.3 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.

2.4 ONLINE TENDER PROCESS:

2.4.1 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.

2.4.2 Bid submission: Bidders have to submit their bids along with supporting documents 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.

2.4.3 Remittance of Tender Fee & EMD - The tender document fees can be paid in the following manner through e-Payment facility provided by the e-Procurement system:

- i. **State Bank of India (SBI) Internet Banking (MOPS):** If a bidder has a SBI internet banking account, then, during the online bid submission process, bidder shall select SBI option and then select Internet banking option. The e-Procurement system will re-direct the bidder to SBI's internet banking page where he can enter his internet banking credentials and transfer the tender document and EMD amount.
- ii. **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 to 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.

3 COST OF BIDDING

3.1 The Bidder shall bear all costs associated with the preparation and submission of the bid. The Buyer, will in no case, be responsible or liable for these costs, regardless of the conduct or outcome of the bidding process.

4 BID DOCUMENTS

4.1 The required materials, bidding procedures and contract terms are prescribed in the Bid Documents. The Bid Documents include-

4.1.1 Notice Inviting Tender

4.1.2 Tender Document (including Annexure 1, 2, 3 & 4 and A, B & C)

4.1.3 Bill of Quantity cum Price Schedule (BOQ)

4.1.4 Vendor Registration Format &

4.1.5 Drawing

4.2 The Bidder is expected to examine all instructions, forms, terms and specifications in the Bid Documents. **Failure to furnish all information required as per the Bid Documents or submission of bids non-responsive to the Bid Documents in every respect will result in rejection of the bid.**

5 AMENDMENTS TO BID DOCUMENTS

- 5.1 At any time, prior to the date of submission of bids, the Buyer may, for any reason, whether at his own initiative or in response to a clarification requested by a prospective Bidder, modify the bid documents by amendments.
- 5.2 The amendments shall be notified and published in the location from where the original tender documents were made available for download as notified in the Tender Notification.

6 PREPARATION OF BIDS - DOCUMENTS COMPRISING THE BID

- 6.1 The bid shall be in two parts as follows:

“Cover 1”: PRE-QUALIFICATION CUM TECHNICAL BID

“Cover 2”: COMMERCIAL BID

6.2 The Cover 1 shall contain:

- 6.2.1 Bid-form cum Letter for Acceptance of Terms & Conditions of Tender in Bidder’s Letter Head in the Format listed as **Annexure-2** of the Tender Document.
- 6.2.2 Force Majeure & Compliance statement as shown in **Annexure-3 & Annexure-4** shall be submitted.
- 6.2.3 Proof of successful execution of similar supplies / works executed as per **Annexure-A**.
- 6.2.4 Audited financial data as per the **Annexure-B & Annexure-C**
- 6.2.5 Copies of GST Registration and PAN.
- 6.2.6 Vendor Registration Form (Format provided by the Purchaser along with the Tender), if not submitted earlier.
- 6.2.7 Pre-bid meeting participant Certificate from the Purchaser.
- 6.2.8 **The Price / Rates of items shall not be entered anywhere in the PRE-QUALIFICATION CUM TECHNICAL BID**

6.3 The Cover 2 shall contain:

- 6.3.1 **Commercial Bid** for the Schedule of Item quoted in the prescribed format (BOQ) uploaded by the Purchaser.

7 BID SUBMISSION

- 7.1 The bidder shall submit the above tender document online in pdf/xls/rar/dwf formats well in advance before the prescribed time. Bidder shall scan the documents in normal resolution to reduce the file size and use high speed Network for uploading the documents.
- 7.2 Our work site should be visited before finalizing the bid and Pre-bid meeting also should be attended.

8 BID PRICES

- 8.1 Prices in the Commercial bid shall be entered in the following manner in the format **Excel file named BOQ which is to be downloaded from the e-tender web site**:
- 8.1.1 In the price bid the bidder has to enter their firm's name. They have to indicate basic unit price **except GST** of each item in the respective cells of the BOQ. They should clearly indicate the Rates and % of **GST** extra as applicable at the corresponding place.
- 8.2 The final price quoted shall be on "F.O.R our site / destination basis."
- 8.3 The bidder shall quote the rate in **numerals**. The rates shall be in whole numbers.
- 8.4 All expenses incurring towards the delivery of the item at destination including unloading charges has to be borne by the bidder and the price quoted should be inclusive of all the charges.
- 8.5 The price bid has to be **uploaded before the closing date & time** specified.

9 DOCUMENTS ESTABLISHING ITEMS CONFORMITY TO BID DOCUMENTS

- 9.1 The bidder shall furnish, as part of his bid, documents establishing the conformity of his bid to the Bid document and services, which he proposes to supply under the Contract. Submission shall be as follows:

9.2 PERIOD OF VALIDITY OF TENDER (BID)

- 9.2.1 The Tender (Bid) shall remain valid up to the date / period specified in the Special Terms & Conditions of the Tender. The bidder shall not be entitled to revoke or cancel the offer or to vary any term thereof, during period of validity without the consent in writing of the Buyer.
- 9.2.2 If there is any delay in finalization of the tender due to unforeseen factors, all the bidders shall be asked to extend the validity for an appropriate period, specifying a date by which tender is expected to be finalized. The request and the responses thereto shall be made in writing. The tender process will not be vitiated if any Bidder declines to extend the offer as requested for.

10 EMD:

The EMD amount furnished by the unsuccessful bidders will be returned to the bidders without any interest after placing the Rate contract / WO/ PO with the successful bidder. The EMD amount furnished by the successful bidder will be returned without any interest, after receipt of security deposit.

11 BID OPENING AND EVALUATION - OPENING OF PRE-QUALIFICATION CUM TECHNICAL BIDS:

The Buyer shall open Pre-qualification cum Technical Bid on the Tender Opening Time and Date as notified in the Notice Inviting Tender and upload the details in the website.

12 EVALUATIONS AND COMPARISON OF SUBSTANTIALLY RESPONSIVE TECHNICAL BIDS:

The Buyer shall evaluate in detail the Technical Bids (Cover 1) and test the sample unit (if applicable) and determine whether the bid complies with all the Qualitative Requirements and Specifications (QRs) and shall be treated at par for the purpose of financial comparison. **Only technically successful bids will be considered for Commercial Bid opening.**

13 OPENING AND COMPARISON OF THE COMMERCIAL BIDS:

13.1 Commercial Bids (Cover 2) of those vendors who qualify technically shall be opened.

13.2 We will be evaluating the prices considering all the expenses we are incurring on this purchase on FOR Destination basis and hence price quoted by the bidder should be inclusive of all the costs.

14 CONTACTING THE BUYER

14.1 Canvassing in any form in connection with the tenders is strictly prohibited. No bidder shall try to influence directly or through external source, the Buyer on any matter relating to its bid, from the time of publication of the Tender Notification till the time the contract is awarded.

14.2 Any effort by a bidder to influence the Buyer in the bid evaluation, bid comparison or contract award decisions shall result in the rejection of the bid, and such actions will be considered as bad performance for future Projects.

15 AWARD OF CONTRACT

15.1 The acceptance of the tender will be intimated to the successful bidder by the Buyer,

15.2 The Buyer shall be the sole judge in the matter of award of contract and decision of the Buyer shall be final and binding.

15.3 The buyer reserves the right to accept or reject the tender in full or part.

15.4 The buyer reserves the right to cancel the contract either in part or full, if the contractor fails to deliver the specified quantity of the item at the stipulated time, and award the same to the next successful bidder.

16 RIGHT TO ACCEPT OR REJECT THE TENDERS

16.1 The right to accept the tender in full or in part/parts will rest with the Buyer. However, the Buyer does not bind himself to accept the lowest tender and reserves to himself the authority to reject any or all the tenders received without assigning any reason whatsoever.

16.2 Tenders that are not accompanied with Tender fee and EMD shall be rejected outright.

16.3 Tenders not accompanied with prescribed information or are incomplete in any respect, and/or not meeting prescribed conditions, shall be considered as non-

responsive and are liable to be rejected.

- 16.4 The Buyer reserves the right to accept or reject any bid or a part of the bid or to annul the bidding process and reject all bids, at any time prior to award of contract without assigning any reason whatsoever and without thereby incurring any liability to the affected bidder or bidders on the grounds for the Buyer's action.
- 16.5 The specifications indicated in the Tender Notification are the minimum and bids of the firms not complying with these minimum requirements or having deviations equivalent to the minimum requirements shall be rejected. However, higher than the minimum requirements shall be technically acceptable without any additional financial implication.

18. STANDARD CONDITIONS.

- 18.1 Standard printed conditions of the bidder to the offer, other than the conditions specified here, will not be acceptable.
- 18.2 In the event of any discrepancy, the rates quoted by the bidder in the "basic unit rate" column will be the correct basis and not the amount worked out by them.

19 COMPLIANCE.

- 19.1 The unconditional acceptance of all terms & conditions of the Tender notification has to be submitted through this website. The format of the letter is attached in annexure-2.
- 19.2 The submission of the tender will imply acceptance of all the tender condition by the bidder in tender document including all the Annexure(s) & Schedules to the tender document.
- 19.3 The compliance to the terms & conditions should be supported by authenticated documentation wherever required.
- 19.4 **Any correction on the Bid not allowed.**

20 TESTING AND INSPECTION.

- 20.1 Samples from delivered at site will be tested or inspected by Keltron Engineer at the site/ in approved Lab at manufacture's cost, if required.
- '20.1.1 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.
- 20.1.2 Site supervisor should be available full time till the completion of work.
- 20.2 If any item / qty 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 & re-dispatch of the replacements will be in the scope of the supplier only.

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

22. 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 requirements. The supplier has to confirm the delivery in his bid.

23. **FORCE MAJEURE**

23.1 **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.

23.1.1 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 - 3**) about the occurrence of Force Majeure Condition and that the Bidder considers himself entitled to an extension of the time limit.

23.1.2 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.

23.1.3 That the contractor proves that the said conditions have actually been interfered with the carrying out of the contract.

23.1.4 That the contractor proves that the delay occurred is not due to his own action or lack of action.

23.1.5 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.

24. **PATENTS, SUCCESSFUL BIDDER'S LIABILITY & COMPLIANCE OF REGULATIONS**

24.1 Successful bidder shall protect and fully indemnify the **KELTRON** from any claims for infringement of patents, copyright, trademark, license violation or the like.

24.2 Successful bidder shall also protect and fully indemnify the **KELTRON** from any claims from successful bidder's workmen/employees, their heirs, dependents, representatives etc or from any person(s) or bodies/ companies etc. for any act of commission or omission while executing the order.

24.3 Successful bidder shall be responsible for compliance with all requirements under the laws and shall protect and indemnify completely the **KELTRON** from any claims/penalties arising out of any infringements.

25. SETTLEMENT OF DISPUTES

25.1 If a dispute of any kind whatsoever arises between the KELTRON and the Contractor in connection with, or arising out of the Contract or the execution of work, whether during the execution of the Works or after their completion and whether before or after repudiation or after termination of the contract, including any disagreement by either party with any action, inaction, opinion, instruction, determination, certificate or valuation of the Project Leader or his nominee, the matter in dispute shall, in first place be referred to the Managing Director, Keltron who shall act as the conciliator on the matter. The Conciliator will firstly settle the disputes, failing which any party may invoke arbitration clause.

25.2 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 or in an Arbitral Award.

26. ARBITRATION.

Except where otherwise provided for in the contract, all questions and disputes relating to the provisions of this contract shall be settled under the Rules of Indian Arbitration and Conciliation Act, 1996, within thirty (30) days (or such longer period as may be mutually agreed upon from the date that either party notifies in writing that such dispute or disagreement exists. The Managing Director, KELTRON shall appoint the single Arbitrator for settlement of any dispute with regard to this contract. The venue of Arbitration shall be Thiruvananthapuram, Kerala, India.

27. JURISDICTION.

The Order arising out of this enquiry shall be governed by the laws of Indian Union and courts in Ernakulam shall have the jurisdiction.

28. TERMINATION FOR DEFAULT & RISK PURCHASE

28.1 The KELTRON may, without prejudice to any other remedy for breach of contract, by written notice of default, sent to the Contractor, terminate the Contract in whole or in part in any or the following events.

28.1.1 If the Contractor fails to deliver any or all of the Items within the time period(s) specified in the Contract or any extension thereof granted by KELTRON.

28.1.2 If the Contractor fails to perform any other obligation(s) under Contract.

28.1.3 If the Contractor, in either of the above circumstances, does not remedy his failure within a period of 30 days (or such longer period as KELTRON may authorize in writing) after receipt of the default notice from KELTRON.

29. TERMINATION FOR INSOLVENCY

The KELTRON may at any time terminate the Contract by giving written notice to the supplier, without compensation to the Contractor, if the Contractor becomes bankrupt or otherwise insolvent as declared by the competent court provided that such termination will not prejudice or affect any right or action or remedy which has accrued or will accrue thereafter to KELTRON in the event of termination for penalty to the contractor.

30. 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.

31. CONTRADICTION

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

HOD (Purchase)

Kerala State Electronics Development Corporation Ltd
Keltron Controls, Aroor PO-688534, Alappuzha Dist., Kerala.
Tel: 0478-2872323, 0478- 2830700 Fax:0478-2872322
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kcakel1982@gmail.com
url : www.keltron.org

SPECIAL TERMS & CONDITIONS OF THE TENDER

Tender No: KSEDC/KCA/ADMN/004/2022-23 dated. 13/10/2022

1. Quality of Material & Work Guarantee

All the material supplied for this work shall be as per ISI standards and the samples are to be load tested/ Necessary field/laboratory tests shall be carried out by the contractor at his own cost at any Government Institution/Engineering College/approved technical institution and submit the documents before executing the work. The work shall be executed strictly according to PWD/CPWD specifications and to the full satisfaction of our Engineer. Reflective paver shall be uniform thickness and interlocking space of 2mm to 3mm to ensure compacted after vibration on the paver surface. Finish the top paver surface by using plate vibrator of 6 to 8 ton capacity. The specification of paver blocks are as given below:

- Thickness : Minimum 100mm
- Shape : Uni regular
- Size of blocks : 3 blocks per Sqft
- Comprehensive strength : 40N/Sqmm for 100mm
- Water absorption : less than 2%

The material/work shall be guaranteed for 18 months from the date of completion of work. Keltron have the right to inspect the material and work done at any time/stage of work and can reject if any item and /or work is found of sub standard quality. The material/work rejected by Keltron has to be provided/rectified by you at free of cost. The work has to be carried out with utmost care so that the existing building and other structures are not damaged. However, if any change is occurred, you have to rectify it at your cost.

2. Storage of material and equipment

- You shall make your own arrangement for unloading & loading of materials, equipments etc at your cost.
- You will be solely responsible for all the materials kept by you in our complex for this job. Keltron will not be liable for any theft/damage of your material or for compensation on account of such damage/theft etc.
- As regards the equipment/materials stored by you as above, as also in use by you KELTRON will not be responsible for any damage, pilferage, accident that may take place during the course of execution of the work. It will be entirely your responsibility to keep all the equipment, materials etc in safe custody as also hold them duly insured at your expense.

3. **Dismantled items:** Dismantled item has to be shifted by you as such place as directed by our Engineer in charge, as part of this contract.

4. Minimum Qualification criteria required for considering tenders:

Experience: The tenderer should have successfully completed at least two similar works for any Government Institutions/ PSU/Private sectors etc. OR shall be having Ongoing similar works each of value not less than Rs. 30 lakhs.

Explanatory notes:

- (a) Similar work(s) means "Civil Construction works.
 - (b) The experience certificate of works executed in private sectors/ Govt organizations shall be considered for qualification, only on submission of TDS certificate along with work order and completion certificate. Details to be produced as per Annexure A & B
 - (c) The certificate shall contain details of work involved specifying the nature of work, the completion cost of the work, date of commencement & date of completion of the work.
5. **FINANCIAL TURNOVER:** Average Annual Turnover of the tenderer shall not be less than Rs.50 Lakhs. Audited Financial Statements and proof of IT returns filed, for the last three years shall be produced by the tenderer in **Annexure C**
 6. Bidder should not be a blacklisted company/firm by any Government organization /department/Institution/PSU. The bidder should have no civil and criminal cases against the company or proprietor of the firm. An affidavit to be attached on this
 7. **Work Completion/ Delivery:** The Construction of road work should be completed within 45 days from the receipt of **Work Order (AOC)**. Items shall be delivered "F.O.R. our Sites /destination" basis in good condition. Keltron shall not pay any extra amount regarding on transportation/packing & forwarding/loading & unloading/any incentives etc.
 8. **Price Basis:** - In the price bid the bidder has to indicate basic unit price of **each item** except GST in the respective cells of the BOQ. They should clearly indicate the Rates in % of **GST** extra applicable at the corresponding place. We will be evaluating the prices considering all the expenses we are incurring on this purchase on FOR Destination basis including packing, forwarding, Transportation, , Insurance , Temporary Registration Charges, Handling Charges , unloading at site and Any other expenses for delivery at site. The final price quoted should be on FOR Destination basis.
 9. Keltron reserves the right to decide the Lowest Bidder considering the total cost on FOR Site basis.
 10. Tender Fee & EMD: **Tender document fee:** Rs. 1500/- (Inclusive of GST) & EMD shall be Rs. 25,000/- Exemptions on payment of Tender fee & EMD as per Kerala Govt. rules will be given. Bidder has to attach supporting documents to establish their eligibility for exemption in the Technical bid - "**Cover-1**"
 11. **PAYMENT:** No advance shall be paid. 100% Payment will be made after completion of work and certified by Keltron Engineer.
 12. Qty of the item/work on BOQ is only an estimate which can be on the lower or higher side. Payment will be made on actual quantity of work done.
 13. L.D. is applicable @ 0.5% per week subject to maximum of 5% for delayed delivery and project completion and thereafter the purchase order will be cancelled.

14. 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, and payment for these items shall not be made. Supply of Unauthorized or Pirated or Sub-Standard or Old materials detected at any date during or after warranty shall be notified to the Contractor in writing. Such materials 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.

15. DISPATCH DOCUMENTS

Delivery Challan, Original Commercial Invoice in Triplicate, (Original for Buyer & Duplicate for Transporter Copies), Warranty Certificate etc.

16. CHANGE OF SPECIFICATIONS

No change of specification after the placement of Order shall be entertained unless the alternate model/specified offered are equivalent or higher in specifications and approval of the competent authority has been obtained in writing for such a change of model before the delivery of the product. Delivery of the alternate product without such an approval shall not be accepted and KELTRON shall not be responsible for any delay in delivery schedule on this account.

17. INTELLECTUAL PROPERTY RIGHTS

KELTRON recognizes the intellectual property rights of the Original Equipment Manufacturer.

HOD (Purchase)

Kerala State Electronics Development Corporation Ltd

Keltron Controls, Aroor PO-688534, Alappuzha Dist., Kerala.

Tel: 0478-2872323, 0478- 2830700 Fax: 0478-2872322

Email: keltronstsgpurchase@gmail.com &

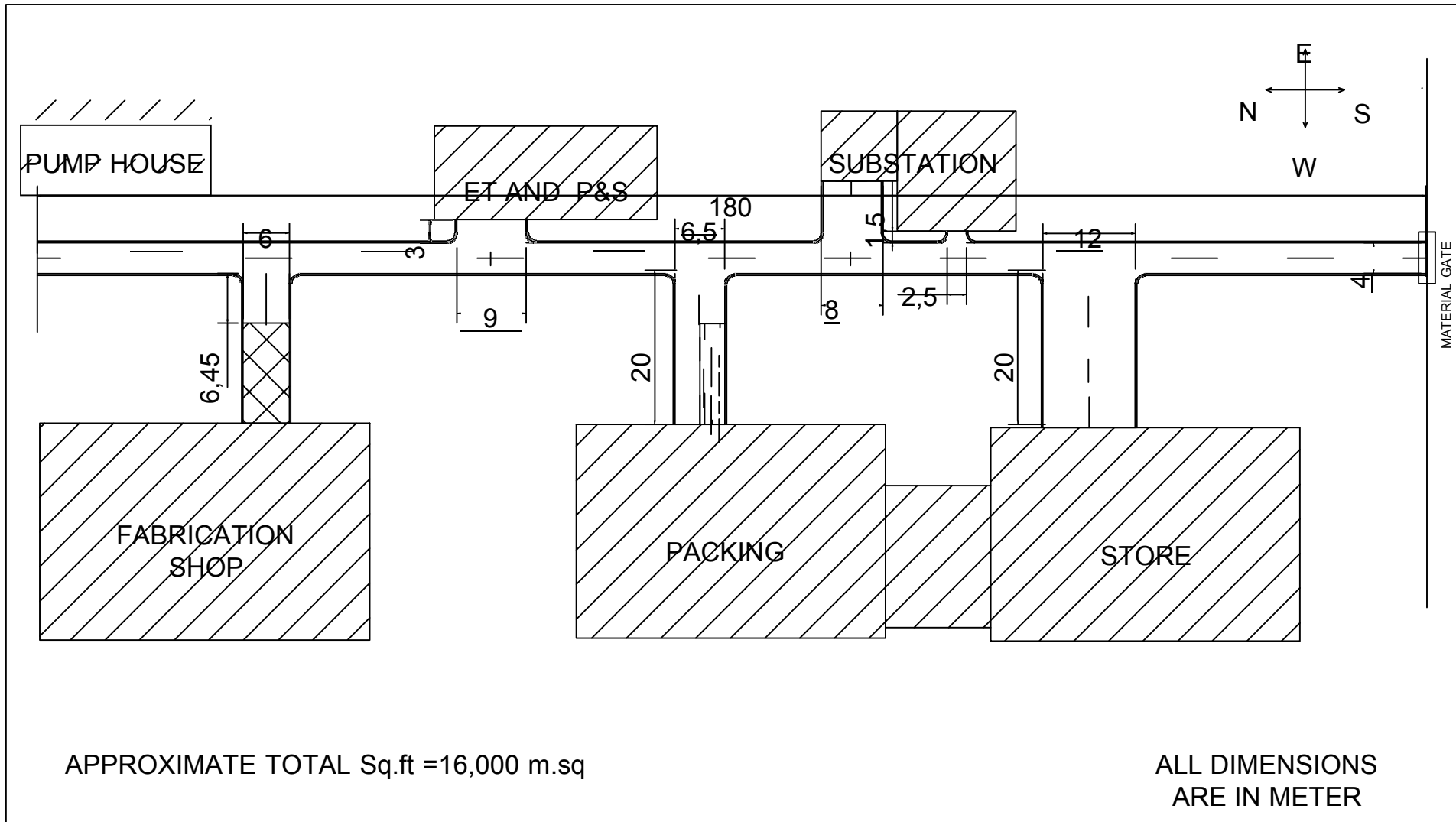
kcakel1982@gmail.com

url : www.keltron.org

Tender No.: KSEDC/KCA/ADMN/004/2022-23 dated. 13/10/2022**TECHNICAL SPECIFICATION**

DETAILED ESTIMATE COST FOR CONSTRUCTION OF INTERLOCK AND TRENCH CONSTRUCTION			
SL NO	ITEM OF WORKS	QTY	UNIT
1	Earthwork excavation and widening the existing road 2.8m to 4m carriage way at and depth of 30 cm(required area only) and level the surface and remove the excavated soil and dumping in proper place as per the direction of engineer in charge.	125	M ³
2	Supply and Filling the newly excavated area using quarry waste at 40 cm depth, and also level the existing carriage way surface using quarry waste and highly compacting using roller machine or vibrated plate only.	260	M ³
3	Supplying paving & leveling heavy duty interlock Antiskid good quality paver blocks of minimum thickness 10 cm of M40 grade as per specification including the cost, conveyance, finishing, consolidation, finishing of edges using concrete and supply & labour charges of metal chips 50mm thick for the bottom of interlock	1160	M ²
4	Supply and laying fixing in line on both side of paver blocks using pre-cast cement concrete designer kerb stone of size 40x30x15 cm M20 grade mix as per specification and painting two coat of good quality exterior paints in black and yellows alternatively. Including the cost of conveyance, lead and lift. finishing, labour charge etc.	500	RM
5	Level the surface and Plain cement concrete of ratio M25, 1:1:2 (1 cement : 1 Msand : 2 Aggregate) of thickness 10cm is layed on fully compacted quarry waste surface at proper place as per the instruction of Engineer (Sub-station front passage only)	5.5	M ³
6	Construction of trench using Reinforced Cement Concrete of ratio M25 1:1:2 (1 cement : 1 Msand : 2 Aggregate) for side walls and bottom slab of thickness 10 cm using fe415 grade (ISI brand), 8mm dia bar at 150mm C/C. including shuttering ,and centering , etc..	3.52	M ³
7	Construction of top slab for trench work using Reinforced Cement Concrete of ratio M25 1:1:2 (1 cement : 1 Msand : 2 Aggregate), for top slab of thickness 10 cm using fe415 grade (ISI brand), 10mm dia bar as main reinforcement at 150 mm C/C and 8 mm dia bar as distribution bar at 150mm C/C, including shuttering ,and centering , etc..	1	M ³
8	Supply and fitting, placing Reinforced steel bar Fe415 (ISI brand), for trench work (8mm bars and 10mm bars)	560	M ³

DRAWING OF ROAD CONSTRUCTION FROM MATERIAL GATE TO PUMP HOUSE



Tender No: KSEDC/KCA/ADMN/004/2022-23 dated. 13/10/2022

(To be printed on the letter head of the bidder, duly signed by the authorized person, with name, designation & firms stamped)

Ref No.:

Date:.....

**BID FORM CUM ACCEPTANCE OF TECHNICAL SPECIFICATIONS / DRAWINGS,
TERMS & CONDITIONS OF THE TENDER**

To

Deputy Manager (Purchase)
Kerala State Electronics Development Corporation Ltd
Keltron Controls, Aroor. PO- 688534, Alappuzha Dist., Kerala.
Tel: 0478-2872323 - 26, 0478- 2830700 Fax: 0478-2872322

Sub: Bid Form cum Acceptance of Tender conditions

Ref: Tender No. :

Dear Sir,

The tender document for the above referred Tender have been obtained by me/us from the URL: <http://etenders.kerala.gov.in/nicgep/app>, the official website of Govt. of Kerala and I / we the undersigned authorized persons to submit bids on behalf of this firm 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.

I / we hereby declare that we have understood fully the requirement of items & the applicable technical & commercial terms & conditions laid down by the Purchaser. Having examined the conditions of tender contract, the receipt of which is hereby duly acknowledged, I / we, undersigned, offer to supply all the materials / execute all works in conformity with the tender Specifications / drawings, Special Terms & Conditions of the Tender & General Terms & Conditions of the Tender provided by the Purchaser, M/s Kerala State Electronics Development Corporation Ltd, KELTRON CONTROLS, AROOR PO, ALAPPUZHA Dist., Kerala – 688534 in regard to the above referred Tender for the sum shown in the commercial bid(s) attached herewith and made part of this bid.

I / We hereby accept all the technical, Terms & conditions laid down by the Purchaser & agree to supply the items as per tender on placing Order with us as per our commercial bid furnished.

I / We undertake, if our Bid is accepted, to complete delivery of all items specified in the contract within the delivery time prescribed in the Tender calculated from the date of issue of your purchase order / Work Order and will comply with all the requirements of GST Act.

I / We understand that, you are not bound to accept the lowest or any bid you may receive.

I / We affirm that I / We have enclosed all brochures detailing the technical specification of the items quoted by me / us.

I / We have considered all costs for the items to be supplied in our quote for delivery at your site at various districts in Kerala State on FOR Destination basis.

We have already registered with your organization / up loaded Vendor Registration Format (provided by the Purchaser along with the Tender) duly filled in, signed & stamped.

Our Address for communication:

In case of award of order on me / us I / we request you to issue PO / WO in the below address

.....
.....
.....
.....

Ph No.....Fax No.....
e-mail id :

**Dated :
Signature :
Name :**

Seal

FORMAT FOR INTIMATION OF FORCE MAJEURE OCCURRENCE

To

**Dy. Manager Purchase,
Keltron Controls,
Aroor. P.O.
Alappuzha.
Kerala-688 534**

Name of Work: - Road Construction from Material Gate to Pump house area.

Tender No.: -----

Subject: Intimation regarding Force Majeure Case

Sir,

Pursuant to Clause #23, FORCE MAJEURE, it is for your kind information that a case of force majeure has since occurred. Details are given below:

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

Tender No: KSEDC/KCA/ADMN/004/2022-23 dated 13/10/2022

COMPLIANCE STATEMENT

We hereby declare that, all items quoted is in line with the Tender Document and specifications as per BOQ.

Name & Address of Company:

Signature of Bidder

Name:

Address:

(SEAL)

KELTRON CONTROLS AROOR

Annexure A

FINANCIAL DATA

COMPLETED & ONGOING / EXISTING WORKS FOR CALCULATING BID CAPACITY

Sl No.	Description of work	Contract no.	Contract Date	Name & address of client	Value of contract	Stipulated period of completion	Value of work remaining to be done	Anticipated date of completion	Remarks

	NOTE:
1	Bidder or member should provide information on their completed works (attach relevant documents), current commitments that have been awarded or for which a letter of intent or acceptance has been received or for contracts, approaching completion but for which a completion certificate is yet to be issued even if completion of such works spill over beyond completion period of this contract. Attach copies of relevant documents.

KELTRON CONTROLS AROOR

Annexure B

FINANCIAL DATA

Value of similar work done during the last 5 financial years

Sl No	Description of work	Year	Year	Year
		2018-2019	2019-2020	202-2021
		III	IV	V

NOTES: The financial datas in the above prescribed format shall be certified by Chartered Accountant/Company auditor with his signature & seal having membership no.

KELTRON CONTROLS AROOR				
Annexure C				
FINANCIAL DATA				
ANNUAL TURNOVER				
SI No	Description of work	FINANCIAL DATA FOR LAST 3 YEARS		
		Year	Year	Year
		2018-2019	2019-2020	202-2021
		I	II	III
1	Gross Turnover			
2	Profit & Loss before taxes			
3	Profit & Loss after taxes			
NOTES:				
1	In case audited Financial statements are not made available by the bidder, the above Financial Data has to be certified by a Chartered accountant / Company auditor.			
2	In case audited balance sheet of the financial year is not made available by the bidder, he has to submit an affidavit by a CA certifying that "the balance sheet has actually not been audited so far". In such a case the financial data of previous three audited financial shall be submitted for consideration for evaluation.			