

KELTRON CONTROLS AROOR

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

Tender No: KSEDC/KCA/STORES/RC/006/2022-23 dated. 25/10/2022



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

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

Tel: +91 478-2872323, 0478- 2830700 Fax: +91 478-2872322

E-mail: keltronstgpurchase@gmail.com, &

kcakel1982@gmail.com, Website: www.keltron.org

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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 &

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Conditions of Tender in Bidder's Letter Head in the Format listed as **Annexure-2** of the Tender Document.

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

2.1.5.3 Proof of successful execution of similar supplies / works executed.

2.1.5.4 Audited financial data for the previous 3years period from OEM/Supplier.

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.

2.1.6 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 redirect 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)

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

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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 Compliance statement & Force Majeure as shown in **Annexure-3 & Annexure-4** shall be submitted.
- 6.2.3 Proof of successful execution of similar supplies / works executed.
- 6.2.4 Audited financial data for the previous 3 year period from OEM/Supplier.
- 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 **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

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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.

17. STANDARD CONDITIONS.

- 17.1 Standard printed conditions of the bidder to the offer, other than the conditions specified here, will not be acceptable.
- 17.2 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.

18. COMPLIANCE.

- 18.1 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.
- 18.2 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.

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18.3 The compliance to the terms & conditions should be supported by authenticated documentation wherever required.

18.4 **Any correction on the Bid not allowed.**

19 TESTING AND INSPECTION.

19.1 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.

19.1.1 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.

19.1.2 Site supervisor should be available full time till the completion of work.

19.2 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.

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

21 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.

22 FORCE MAJEURE

22.1 **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.

22.1.1 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.

22.1.2 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.

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

22.1.4 That the contractor proves that the delay occurred is not due to his own action or

lack of action.

22.1.5 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.

23 PATENTS, SUCCESSFUL BIDDER'S LIABILITY & COMPLIANCE OF REGULATIONS

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

23.2 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.

23.3 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.

24 SETTLEMENT OF DISPUTES

24.1 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.

24.2 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.

25 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.

26 JURISDICTIONS.

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

27 TERMINATIONS FOR DEFAULT & RISK PURCHASE

27.1 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

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part in any or the following events.

27.1.1 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.

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

27.1.3 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.

28 TERMINATIONS 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.

29 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.

30 CONTRADICTIONS

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
Email: keltronstsgpurchase@gmail.com
kcakel1982@gmail.com
url : www.keltron.org

SPECIAL TERMS & CONDITIONS OF THE TENDER

Tender No: KSEDC/KCA/STORES/RC/006/2022-23 dated. 25/10/2022

1. **Scope:** Rate Contract for the supply of following items.

Sl. No.	Description Approx	Qty.
A	Wooden packing Cases in shook form As per drawing No.900010026-58, 62-72and 82-103 attached.	70 Cubic Meter
B	Wooden Reaper (Dwg. No. 900010081A), Wooden Block (Dwg. No.900010087A) attached and other packing wood.	5 Cubic meter

2. **The Box material shall be supplied as finished fabricated sides in shook form. Final assembly will be done by us at our end.**
3. **The Wood used/supplied shall be strictly as per the specifications mentioned in the drawing.**
4. The Bid shall be in **Cubic Meter** rate basis.
5. The quote shall have a validity of 3 months from the closing date for placing the rate contract. The rate quoted shall be valid for one year from the date of finalization of the rate contract (during the validity of the rate contract).
6. The quantity indicated in the BOQ is only tentative and can vary to extent as per our actual requirement during the next one year. No compensation for any quantity variations will be payable by us. Keltron has right to order only some or the items inthe BOQ.
7. Offers from suppliers who quote for all items (items 1 & 2) of the BOQ would be only considered. Lowest bidder will be decided considering the total value of all items of the BOQ taken together.
8. The quantity, description and delivery of each supply will be confirmed by us as and when required by separate purchase orders. The supply shall be effected as per the Purchase Order requirements.
9. **INSPECTION & DELIVERY:** The material has to be offered for Pre-Inspection at the supplier's work site and the material shall be dispatched only on getting clearance for dispatch from Keltron. The material shall be delivered to KELTRON CONTROLS, AROOR – 688534 (Near Ernakulam), Alappuzha Dist, Kerala.

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10. **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 and any other expenses for delivery at site. Unloading at site shall be in our scope. Hence if the bidders do not consider any of the above components in their quote, we will have the discretion to load such amounts which we feel suitable & based on that only the final lowest will be found out. While placing the order the unit rate inclusive of all other charges except GST will be shown by us and the GST rate applicable will be shown separately.
11. **SECURITY DEPOSIT:** The successful bidder has to deposit **Rs 40000/-** with Purchaser as Security Deposit within 2 weeks of award of Rate Contract. This amount without any interest will be returned to the vendor upon completion of delivery of all items against various Purchase Orders placed during the rate contract period. In lieu of this Security deposit, DD or Irrevocable Bank Guarantee is acceptable. DD should be in favour of **KSEDC Ltd., KELTRON CONTROLS, AROOR payable at AROOR / Ernakulam.** Bank Guarantee should be as per Keltron's format with validity till the completion of delivery of all items against various Purchase Orders placed during the rate contract period and with 3 months extra claim period.
12. **GUARANTEE/ WARRANTY:** The material supplied shall be guaranteed for a period of 12 months from the date of delivery. In case of non performance / defects during this period, the supplier has to freely rectify the problems or replace as per requirement immediately on intimation from Keltron. 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.
13. **PAYMENT:** Payment will be made within 30 days from the date of receipt and acceptance of material by Keltron and on submission of invoice in GST FORMAT. The invoice has to be uploaded, the returns to be filed and Tax to be paid as per the GST Rules to enable Keltron to take Input Tax Credit.
14. **LD:** If the successful bidder fails to complete the supply /work within time fixed under the contract, he is liable to pay LD to Keltron @ 0.5% per week subject to max of 5% of the value of the value of contract for the delayed supply/work.
15. Deviation if any from the tender technical specification and commercial terms shall be indicated separately for evaluation by Keltron. Keltron has the right to accept/reject the deviation. In case no deviation is given the offered item will be considered fully meeting the tender specification and the Technical and Commercial Terms.
16. The successful bidder will be required to attend the negotiation on a date fixed by
KELTRON

19. **DISPATCH DOCUMENTS**

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

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: keltronstgpurchase@gmail.com &
kcakel1982@gmail.com

url : www.keltron.org

Annexure-1

TECHNICAL SPECIFICATION

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Tender No.: KSEDC/KCA/STORES/RC/006/2022-23 dated. 25/10/2022

- **Technical specification and drawings attached as additional documents in this tender.**

Tender No.: KSEDC/KCA/STORES/RC/006/2022-23 dated. 25/10/2022

(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.

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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

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Ph No.....Fax No.....

e-mail id :

Dated :

Signature :

Name :

Tender No.: KSEDC/KCA/STORES/RC/006/2022-23 dated. 25/10/2022

COMPLIANCE STATEMENT

No.	Name & Model No. of product offered	Specification as per tender	Specification of the item offered	Deviation	Cross reference to attached brochures/ documents

Name & Address of Company:

Signature of Bidder

Name:

Address:

(SEAL)

FORMAT FOR INTIMATION OF FORCE MAJEURE OCCURRENCE

To

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

**Name of Work: - Rate Contract for wooden Packing cases, Wooden Blocks and
Wooden Reapers.**

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 (i.e.) and not claiming the loss incurred in the course of the incident.

Yours truly,

(Project Leader)/Contractor