

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

## **SUPPLY OF NI PXI SYSTEM FOR TRITON PROJECT**

KELTRON Equipment Complex, Karakulam, Thiruvananthapuram 695564

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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 **SUPPLY OF NI PXI SYSTEM FOR TRITON PROJECT** at KELTRON Equipment Complex, Karakulam, Thiruvananthapuram.

Tender Number	<b>KSEDC/KEC/PUR/SPG/25061/21-22 Dated 7<sup>th</sup> MARCH 2022</b>
Details of work	<b>SUPPLY OF NI PXI SYSTEM FOR TRITON PROJECT</b>
Delivery of items at	<b>KELTRON EQUIPMENT COMPLEX, KARAKULAM, THIRUVANANTHAPURAM</b>
Date &Time of publishing bid documents	<b>07-03-2022 16:30 Hrs</b>
Date and Time of Pre-bid meeting	<b>No pre-bid meeting</b>
Last Date & Time of online Submission of Bid document	<b>14-03-2022 18.00 Hrs</b>
Deadline for submission of Hardcopies of Attachments to the Office of the tendering authority	<b>No hard copies accepted</b>
Number of cover(s)	<b>Two</b>
Date & Time of Opening of Technical Bids (cover 1)	<b>17-03-2022 09:00 Hrs</b>
Date & Time of Opening of Financial Bids (cover 2)	<b>Will be published after Technical evaluation</b>
Tender Document fee	<b>INR 19715.00/-</b>
EMD	<b>INR 111385.00 /-</b>
Time allowed for the completion of the work	<b>AS PER ANNEXURE-A ATTACHED</b>
Defect liability period	<b>12 months after acceptance</b>
Warranty for the items supplied	<b>Minimum 12 months from the date of acceptance</b>
Security deposit/Performance Guarantee	<b>5 % of contract amount</b>
If there is any clarification, please contact	<b>Vinod Kumar V (Manager): 0472-2815999, Extn:623 (Technical)</b>

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 Thiruvananthapuram / Ernakulam Kerala State IT Mission, e-Government Procurement PMU & Help Desk, Basement Floor of Pension Treasury Building, Uppalam Road, Statue, Trivandrum/(or)Kerala State IT Mission, e-Government Procurement Support Center, Info park 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](mailto:etendershelp@kerala.gov.in))

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

Bidders are advised to visit the “Downloads” section of the website [www.etenders.kerala.gov.in](http://www.etenders.kerala.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 General Manager (Purchase), KELTRON Equipment Complex, Karakulam, Thiruvananthapuram – 695 564 on the date and time mentioned above. The tender details will also be available in the KSEDC website '[www.keltron.org](http://www.keltron.org)'. 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, corrigendums will be considered as invalid.**

Sd/-

Head (Purchase Department)

KELTRON Equipment Complex, Karakulam, Thiruvananthapuram 695564

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## PART 1 - DEFINITIONS AND INTERPRETATIONS

1. 'Accepted schedule' is the schedule of items of work containing the agreed rates on the basis of which the agreement shall be drawn for execution of the work.
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 for executing the work/project.
4. 'Bank' means State Bank of India or Nationalized Banks
5. 'Tender/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/ 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' shall mean 'Kerala State Electronics Development Corporation'.
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 the Engineer-in-charge to act on behalf of the contractor for the purpose specified in the letter of authorization.
14. 'Contractor's Personnel' means the contractor's representative and all personnel whom the contractor authorizes and utilizes at site who may include staff, laborer and all other employees and any personnel assisting the contractor in the execution of work.
15. 'Defect' shall mean any part of the work 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 the Engineer-in-charge.
17. 'Fiscal year' shall mean a year beginning on 1<sup>st</sup> April and ending 31<sup>st</sup> March in the succeeding year.
18. 'Government' shall mean 'The Government of Kerala'.
19. 'I.S.S.' means the Indian Standard Specifications of the Bureau of Indian Standards.
20. 'Letter of acceptance' shall mean the letter of formal acceptance signed and issued by the tendering/bidding authority.
21. '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.
22. '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.
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 the Engineer-in-charge 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 work 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' shall mean and include the lands and buildings in which the works are 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/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, furnish, supply, provide services for, install, complete, maintain, test, commission and hand over to the KSEDC.
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 tenderer 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 tenderer 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 vendor 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 tenderer 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 tenderer 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 security deposit / Performance Guarantee or retention money will bear no interest what so ever.
6. The time allowed for the completion of the supply shall be specified in the tender, which is from the day after the purchase order is issued to the contractor and time shall be considered as the essence of the contract.
7. If the contractor fails to complete the supply/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. All materials 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 in the materials shall be replaced as directed by the employer within reasonable time period. It shall be ultimate prerogative of the employer to get the supply examined by a government or a private agency, or end customer 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 before bulk supply.
9. The company does not undertake to supply any materials unless otherwise specifically stated here in.
10. The rates quoted in the tender shall include all charges like packing, forwarding, transportation, loading and unloading, handling charges, and all other applicable taxes.
11. All statutory deductions applicable shall be deducted from the bill.

12. The supply shall not be considered as completed until the employer or his representative has certified in writing.
13. The contractor must not vary or deviate from the drawings in any respect while executing the supply unless authorized by KELTRON .
14. 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.
15. In case of any delay in the commencement of supply, 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 of supply.
16. The contractor must strictly co-operate with the officials of the employer or any other parties engaged by the employer.

## **PART 4 - INSTRUCTIONS FOR E-SUBMISSION OF BIDS**

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

14. The tendering system will give a successful bid updating message after uploading all the bid documents submitted & then a bid summary will be shown with the bid no, date & time of submission of the bid with all other relevant details. The documents submitted by the bidders will be digitally signed using the e-token of the bidder and then submitted.
15. The bid summary has to be printed and kept as an acknowledgement as a token of the submission of the bid. The bid summary will act as a proof of bid submission for a tender floated and will also act as an entry point to participate in the bid opening date.
16. Bidder should log into the site well in advance for bid submission so that he submits the bid in time i.e. on or before the bid submission end time. If there is any delay, due to other issues, bidder only is responsible.
17. The bidder should see that the bid documents submitted should be free from virus and if the documents could not be opened, due to virus, during tender opening, the bid is liable to be rejected
18. The time settings fixed in the server side & displayed at the top of the tender site, will be valid for all actions of requesting, bid submission, bid opening etc., in the 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 5 - DO'S & DON'TS FOR NEFT REMITTANCE**

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

- i. **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.
- ii. **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.

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.

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.

- iii. **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.
- iv. **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.
- v. **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.

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

**PART 6**

**TENDER DOCUMENT**

(E-Procurement – Two Part Tender)

**SUPPLY OF NI PXI SYSTEM FOR TRITON PROJECT**

**Tender No. KSEDC/KEC/PUR/SPG/25061/21-22**

**Date: 07.03.2022**



**KERALA STATE ELECTRONICS DEVELOPMENT CORPORATION LIMITED**

(A Government of Kerala Undertaking)

KELTRON Equipment Complex, Karakulam P.O.,

Thiruvananthapuram – 695 564, Kerala.

Tel: 0472-2815 999, 2815 820, 2815 822 Fax: 0472-2888736

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

CIN-U74999KL1972SGC002450.



## 1. PREAMBLE

This tender is issued by Kerala State Electronics Development Corporation (KELTRON) inviting proposals from eligible vendors for the “**SUPPLY OF NI PXI SYSTEM FOR TRITON PROJECT**”. Interested parties, who meet the qualification criteria specified in this document, please go through this tender 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 provide adequate after sales support for the products supplied against various orders.
4. **In the event of failure to deliver the materials as per the agreed delivery schedule, we should be entitled to recover a sum equivalent to 0.5% of the total contract amount for every week delay or part there of subject to a maximum of 5% value. Also if the supplies are not within control, the buyer is entitled to cancel the order and make necessary alternative immediate arrangements. Furthermore, if the delay exceeds 90 days after the scheduled date of supply, such suppliers 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 for important dates & time

## 3. GENERAL INSTRUCTIONS

### 3.1 General

- a. 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.
- b. 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.

- c. 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.
- d. 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.
- e. 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.
- f. The Bidder should be fully and completely responsible to KELTRON for all the deliveries and deliverables within the stipulated timelines.
- g. 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 bona fide clarifications from Bidders relating to the tenders submitted by them during the evaluation of tenders.

### **3.6 Force Majeure**

Neither the Purchaser (KELTRON) nor the Successful Bidder shall be liable to the other for any delay or failure in the performance of their respective obligations due to causes or contingencies beyond their reasonable control such as:

- Natural phenomena including but not limited to earthquakes, floods and epidemics.
- Acts of any Government authority domestic or foreign including but not limited to war declared or undeclared, priorities and quarantine restrictions.
- Accidents or disruptions including, but not limited to fire, explosions.

### **3.7 Dispute Redressal**

Any dispute, difference, question or disagreement arising out of this Tender shall be governed by Law of Indian Union in Force. No Arbitration for dispute settlement. As a general policy KELTRON should prefer court settlement. Courts in Thiruvananthapuram alone shall have jurisdiction in this matter.

#### 4. ELIGIBILITY CRITERIA

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

- a. Be an Indian Company / Firm.
- b. Manufacturers or their dealers specifically authorized by the manufacturers to quote on their behalf for this tender or if any who have designed, manufactured, tested and supplied similar to the type specified in the “Technical Specification”.
- c. Agents of Indian Equipment manufacturers who doesn't have a track record of supply of similar items will not be eligible to quote.
- d. Bidders /vendors /supplier should have executed a job of similar nature or a supply of similar items of approximately the same value to any Central Government / State Government / PSUs / Autonomous bodies / Educational Institutions/National R&D Laboratories. To prove their technical capability firms need to enclose the copies of past projects / executed purchase orders of similar technical specifications.
- e. The average turnover for the last three financial years should enclose the copies.
- f. In order to assess the financial solvency of a firm we may seek a report from the bankers of the technically evaluated lowest quoting firm in order to assess if the firm is financially capable of executing the purchase order/work successfully.
- g. Bidders who meet the criteria given above are subject to be disqualified, if they have made untrue or false representation in the forms, statements and attachments submitted in proof of the qualification requirements or have a record of poor performance, not properly completing the contract, inordinate delays in completion or financial failure, etc.
- h. If before/after the placement of the Purchase Order it is found/noticed that the supplier has been black-listed/debarred by any firm then such supplier will be dropped from the tendering process as technically not suitable to quote or order will be cancelled. Thus, black-listed/debarred firms are requested not to participate in our tendering process.

**Important Note:**

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

## 5. BID PREPARATION AND SUBMISSION

### 5.1 Tender Document Fee & Cost of bidding

Refer Notice inviting Tender for Tender Document Fee. Tender Documents can be downloaded from the website (<https://etenders.kerala.gov.in>) mentioned in the Tender Schedule. The tender Document fee along with GST which is non-refundable shall be remitted online mode of remittance is explained in “**online payment modes**” and Part 5 “DO’S & DON’TS FOR NEFT REMITTANCE”

The Bidders should bear all costs associated with the preparation and submission of Bids. KELTRON will in no way be responsible or liable for the charges/costs incurred regardless of the conduct or outcome of the bidding process

### 5.2 Earnest Money Deposit (EMD)

Refer Notice inviting Tender for EMD amount. Mode of remittance is explained in “online payment made” and Part 5 “DO’S & DON’TS FOR NEFT REMITTANCE. Proof of EMD Exemption if any as per stores and purchase manual of Govt. of Kerala must be shown otherwise. Bidders are advised to visit the website <https://etenders.kerala.gov.in>

Bidder should ensure that EMD remitted only to the account number given in the Remittance form provided by e-Procurement system for that particular tender.

The EMD of the unsuccessful bidder will be returned at the expense of the bidder within a reasonable time consistent with the rules and regulations in this behalf. The EMD amount held by KELTRON is refunded to the unsuccessful bidder will not earn any interest thereof.

- i) The EMD amount of the successful bidder will be converted as part of the Security Deposit (SD) for successful execution of the Purchase Order and will be returned only after the successful fulfillment of the Purchase Order.
- ii) The EMD amount will be forfeited to KELTRON if the bidder withdraws the bid during the period of its validity specified in the tender or if the successful bidder fails to remit Security Deposit or fails to sign the Contact if any as a general condition.

### 5.3 Online Payment modes:

The tender document fees and EMD can be paid in the following manner 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:

- i. **Single transaction for remitting Tender document fee and EMD:** Bidder should ensure that tender document fees and EMD are remitted as one single transaction.
- ii. **Account number as per Remittance Form only:** Account no. entered during NEFT/RTGS remittance at any bank counter or during adding beneficiary account in Internet banking site should be 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.

Bidders must ensure that the banker inputs the Account Number (which is case sensitive) as displayed in the Remittance form. No additional information like bidder name, company name, etc. should be entered in the account no. column along with account no. for NEFT / RTGS remittance.

- iii. **Only NEFT / RTGS Remittance Allowed:** Account to Account transfers, State Bank Group Transfers (GRPT), Payments from NRE Accounts, SWIFT Transfers, IMPS or Cash payments are not allowed and are treated as invalid mode of payments. Bidder must ensure that the banker does NEFT or RTGS (for above 2 lakhs payments as per RBI guidelines) transaction only and specially instruct the banks not to convert the payment type to GRPT or any other payment mode.
- iv. **Amount as per Remittance form:** Bidder should ensure that the amount being remitted is neither less nor higher than the amount shown in remittance form.
- v. **UTR Number:** Bidders should ensure that the remittance confirmation (UTR number) received after NEFT / RTGS transfer should be updated as it is, in the e-Procurement system for tracking the payment.
- vi. **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 in responsibility in this regard.

#### 5.4 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).

#### 5.5 Online Bidder registration process

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

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

#### 5.6 Online Tender Process

The tender process shall consist of the following stages:

- i. **Downloading of tender document:** Tender document will be available for free download on [www.etenders.kerala.gov.in](http://www.etenders.kerala.gov.in). However, tender document fees shall be payable at the time of bid submission as stipulated in this tender document.
- ii. **Publishing of Corrigendum:** All corrigenda shall be published on [www.etenders.kerala.gov.in](http://www.etenders.kerala.gov.in) and shall not be available elsewhere.
- iii. **Bid submission:** Bidders have to submit their bids along with supporting documents to support their eligibility, as required in this tender document on [www.etenders.kerala.gov.in](http://www.etenders.kerala.gov.in). No manual submission of bid is allowed and manual bids shall not be accepted under any circumstances.
- iv. **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.

- v. **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.

## 5.7 Bid submission

### Cover-1 (Technical Bid)

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

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

The cover shall contain:

- i. Bidder Information Letter in Bidder's Original Letter Head in the Format listed as Annexure-1
- ii. Bid Form in the Format listed as Annexure-2
- iii. Declaration Regarding Clean Track Record in the format given Annexure -3
- iv. Declaration Regarding manufacturer Clean Track Record in the format given Annexure -4
- v. Compliance statement / Report
- vi. Certificate of incorporation, registration, GST certificate, PAN card etc.
- vii. Copy of previous purchase orders, agreements and satisfactory completion certificate from the customers as per eligibility criteria of tender document
- viii. Audited balance sheet of the firm 2017-2018, 2018-2019, 2019-20
- ix. Signed copy of un priced BOQ with company seal
- x. Proof of certifications applicable to the product as mentioned in the technical specification

### 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.

### 5.8 Price Bid Form

- a. All the Price items as asked in the Tender should be filled in the Price Bid Format (BOQ) 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 Price Bid Form (BOQ) should not contain any conditional offers or variation clauses; otherwise the Bids will be summarily rejected.
- c. The prices quoted shall be in INDIAN RUPEES only.
- d. 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.

### 5.9 Bid submission process

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

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

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

### **5.10 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.

## **6. TENDER OPENING AND EVALUATION**

### **6.1 Technical Bid Opening**

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

### **6.2 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.

### **6.3 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.

### **6.4 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.

## **6.5 Tender Evaluation**

### **6.5.1 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.

### **6.5.2 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 unresponsive in the following cases
  - i. The Bid is unsigned.
  - ii. The Bidder has quoted for goods manufactured by different firm without the required authority letter from the manufacturer.
  - iii. Bidder has not agreed to give the required performance security.
  - iv. The goods quoted are sub-standard, not meeting the required specifications.
  - v. The schedule of Requirement (incorporated in the tender enquiry), the tenderer has not quoted for the entire requirement as specified in that schedule.
  - vi. The tenderer has not agreed to some essential condition(s) incorporated in the tender enquiry
- c) 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.

- d) Documents Establishing Goods' Eligibility and Conformity to Bid Document.
- e) 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.
- f) **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 vendor 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

**g) 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.

**6.5.3 Price Bid Evaluation**

- a. Price bid of the technically qualified bidders alone will be opened and evaluated
- b. The financial bid (BOQ) should be submitted in .xls form in the e-tender format.
- c. The GST tax amount shall be included for evaluation
- d. 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.
- e. The total **cost** including purchase **price**, freight, insurance, the customs duties and other taxes levied on the shipment for cost comparison.
- f. 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 (i) and (ii) 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

**g. Evaluation & Comparison of Bids**

Bids after technical evaluation which has been found to be substantially responsive shall be evaluated and compared.

To evaluate a Bid, the Purchaser shall only use all the factors, methodologies and criteria defined below. No other criteria or methodology shall be permitted.

The bids shall be evaluated on the basis of final landing cost which shall be arrived as under. The bidders should submit their quote as per the tender document which should be as follows.

- (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.

## **6.6 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.

## **6.7 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.

## **6.8 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.

## **6.9 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.

## 7. EXECUTION OF WORK

### 7.1 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 10 days from the date of Letter of Award issued by KELTRON** for the due fulfillment of the contract. 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, SD 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 (if required). This training shall be to the satisfaction of purchaser.
- f) All Vendors must submit offers with **12 months comprehensive warranty**. 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) **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.

### 7.2 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.

### **7.3 Forfeiture of EMD and SD**

- a) If the Successful Bidder fails to execute agreement or fails to remit the SD, 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 SD mentioned above will be forfeited to KELTRON.

### **7.4 Termination of Contract**

#### **7.4.1 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
  - i. if the Successful Bidder fails to perform any of the obligation(s) under the contract; or
  - ii. 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.

#### **7.4.2 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.

#### **7.4.3 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.

### **7.5 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.

### **7.6 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.

### **7.7 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.

### **7.8 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 vendors 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.

## **8 PAYMENT TERMS**

### **8.1 Payment for Indigenous supplier:**

Payment may be made through the following means only. Bidders may specify the same in the Technical Document submitted

95% of payment with taxes will be released within 30 days from the date of acceptance and balance 5% will be released on submission of PBG of 5% of order value or after completion of warranty period.

**Penalty clause: Belated execution of order awarded shall be levied with the penalty of 0.5 % of the contract amount for the delay per week and the maximum of 5% penalty as per Rules. This will be deducted from the 100% payment.**

## PART 7 - SCOPE OF WORK

### ANNEXURE-A

1. **Conformal coating for PXI Boards shall be done by the supplier.**
2. Hardware & software installation shall be done by the supplier.
3. Each PXI Controller shall have separate individual product ID and Back up CD to be provided with the items.
4. Warranty required for 1 year from the date of receipt of items at KELTRON.
5. In built hard disk of PXI 8840 shall be supplied along with the items.
6. Supplier CoC, OEM Authorization letter, Test reports & warranty certificates are required along with the items.
7. Made in China items not acceptable & Year of manufacturing of all items shall be “within 2 years from the placement of P.O”.
8. Delivery of NI items shall be as follows

SL NO	ITEM DESCRIPTION	TOTAL QTY (NOS)	1 <sup>ST</sup> LOT	2 <sup>ND</sup> LOT	3 <sup>RD</sup> LOT	4 <sup>TH</sup> LOT
1	NI PXI-1042 BACK PLANE, 8 SLOT WITH POWER CONNECTOR & PINS PART NO: 780034-01 , MAKE: NI	6	1 NO.	1 NO.	2 NOS	2 NOS
2	PXI 8840 CONTROLLER- QUAD CORE WIN 10 64 BIT, 4GB DDR@RAM NI PART NO: 785543-01	6	1 NO.	1 NO.	2 NOS	2 NOS
3	250GB 2.5 IN SATA SOLID STATE HARD DRIVE, PART NO: 781945-01	6	1 NO.	1 NO.	2 NOS	2 NOS
4	PXI-4461 ANALOG I/O CARD PART NO: 779687-01 , MAKE: NI	6	1 NO.	1 NO.	2 NOS	2 NOS
5	PXI 7842R DIGITAL I/O CARD PART NO: 780338-01, MAKE: NI	6	1 NO.	1 NO.	2 NOS	2 NOS
6	DISPLAY PORT TO VGA MONITOR CABLE PART NO: 782271-01 , MAKE: NI	6	1 NO.	1 NO.	2 NOS	2 NOS
7	PXI CHASSIS FILLER PANEL KIT, 3 DOUBLE & 3 SINGLE SLOT PANELS PART NO: 778679-01	6	1 SET	1 SET	2 SETS	2 SETS

9. Delivery Schedule:
  - i. 1<sup>st</sup> Lot: Within 3 months from the date of P.O
  - ii. 2<sup>nd</sup> Lot: Within 6 months from the date of P.O
  - iii. 3<sup>rd</sup> Lot: Within 10 months from the date of P.O
  - iv. 4<sup>th</sup> Lot: Within 12 months from the date of P.O

**ANNEXURE - 1****PART 8 - FORMATS (ANNEXURES)****Bidder Information Letter**

(To be submitted in Letter Head)

To

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

Title- **SUPPLY OF NI PXI SYSTEM FOR TRITON PROJECT**

with reference to the Tender No: **KSEDC/KEC/PUR/SPG/25061/21-22**. 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/ Mobile/ FAX Nos./Email / Contact person name & Designation)	My/our full address on which PO to be placed (with Telephone/ Mobile/ FAX Nos./Email / Contact person name & Designation)

Signature of Bidder

(Seal)

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

To

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

Sub: Bid Form

Ref. Tender No.: **KSEDC/KEC/PUR/SPG/25061/21-22**

Dear Sir,

**1. Having examined the conditions of tender contract, the receipt of which is hereby duly acknowledged, I/We, undersigned, offer to -----  
----- and execute the P.O with tender specifications referred above and also to the said terms & conditions of contract at the rate shown in the financial bid (BOQ) attached herewith and made part of this bid.**

2. I / We undertake, if our Bid is accepted, to complete supplies as per the conditions of tender within the stipulated time and also ensure an availability of 95%( minimum) for all the systems & accessories on a yearly basis. This means that all the systems & accessories covered under this performance guarantee clause shall be in operating condition at least on 95% of the normal working hours in a year. We will support at the site during the entire warranty period with manpower and materials whenever support is required for KELTRON.

3. I/We agree that the offer shall remain open for acceptance for a minimum period of 180 days stipulated in the Tender from the date of opening of the tender and thereafter until it is withdrawn by us by notice in writing duly addressed to the authority of opening the tender and sent by registered post with acknowledgement due or otherwise delivered at the office of the authority. The EMD amount shall not bear any interest and shall be liable to be forfeited to KELTRON should I/We fail to abide by the stipulations to keep the offer open for a period mentioned above or fail to sign and complete the contract document as required by KELTRON and furnish the Security Deposit as specified in the terms and conditions of the contract. The EMD amount may be adjusted towards SD or refunded to us unless the same or any part thereof has been forfeited as aforesaid.

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

5. The tender document for the works mentioned above have been obtained by me from the URL:<https://etenders.kerala.gov.in>, the official e-procurement website of Govt. of Kerala and I / We hereby certify that I /We have read the entire terms and conditions of the tender document, which shall form part of the contract agreement and I / We shall abide by the conditions / clauses contained therein.

6. I/We declare that the information furnished in the bid is true to the best of our knowledge. If any false/fictitious information is found, I/We agree to the rejection of the bid and consequence action.

7. I / We hereby unconditionally accept the tender conditions of KELTRON's tender document in its entirety for the above supplies.

Dated this .....day of..... 20.....

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:

**Annexure-3****Declaration Regarding Clean Track Record**

To

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

**Tender No:**

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 :

**Annexure-4****Declaration Regarding Manufacturer Track Record**

To

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

**Tender No:**

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 :



**Annexure-5****Manufacturers' authorization form**

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

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

Dear Sir,

We \_\_\_\_\_ who are established and reputed manufacturers of having factories at \_\_\_\_\_ (*address of factory*) do hereby authorize M/s. \_\_\_\_\_ (*Name and address of Agent*) to submit a bid, negotiate and receive the order from you against your tender enquiry.

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

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

Yours faithfully,

(Name)

(Name of manufacturers)

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

**Annexure-6****Technical compliance statement form**

An item-by-item commentary on the Purchaser's Technical Specifications demonstrating substantial responsiveness of the goods and services to those specifications or a statement of deviations and exceptions to the provisions of the Technical Specifications.

ITEM NAME

Sl.N o.	Tender Specifications	Bidder's Specifications	Complied (Yes/ No)	Remarks/Deviation if any

**Annexure-7****Bank Guarantee Format (Security Deposit)**

(To be executed in Rs. 200/- Stamp Paper)

To  
KELTRON EQUIPMENT COMPLEX  
KARAKULAM  
THIRUVANANTHAPURAM-695564

Bank Guarantee No:  
Amount of Guarantee:  
Guarantee covers from:  
Last date for lodgement 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.

**ANNEXURE -8**

**Bank Guarantee Format (Performance Bank Guarantee)**

KELTRON EQUIPMENT COMPLEX  
KARAKULAM  
THIRUVANANTHAPURAM-695564

WHEREAS ..... (Name of Supplier)  
Hereinafter called “the Supplier” has undertaken, in pursuance of Contract no..... dated..... 20..... to supply ..... (Description of Goods and Services) here in after 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:-