

# **Kerala State Backward Classes Development Corporation Ltd.**

## **I. Background Information & Scope of Work of the Project**

The successful bidder/bidders shall provide following services.

### **Supply & Delivery Service of Calendar for the Year 2018 in the following specifications**

Calendar for the year 2018 in 70GSM-18.6KG Paper in 2 colours (Black + Red) as per the sample given by the Corporation. The items are to be supplied to the Head office/District offices/ Sub District Offices of the Corporation.

Size: 41 ½ \* 55 ½

No of sheets: 6 (Both sides printed) Tin mounted.

### **Tender Conditions**

- a) The bidder has to supply Information Guides in the above categories to the destination mentioned in the **delivery schedule**.
- b) The supply of respective items of the designated quantity shall be delivered within 15 days on receipt of the purchase order (T+15). Samples should be got approved before effecting bulk supply.
- c) In case of Major & specific defects found in the supplied items, respective vendors will have to rectify the defect with in the time limits prescribed in the document, others must have to replace with the new one.

### **Payment Terms and Conditions**

The payment towards the bidder will be effected only after receipt and acceptance of the full quantity.

All the relevant documents pertaining to the payment shall be submitted at the Kerala State Backward Classes Development Corporation Ltd., TC 27/588 (7)&(8), "Sentinel", Pattoor, Vanchiyoor P.O., Thiruvananthapuram – 695 035.

## **Additional Information**

The Managing Director, KSBCDC reserves the right to

- a) Postpone or extend the date of receipt of or to withdraw the bidding notice without assigning any reason there of entirely at his discretion. In such an event, the bidders shall not be entitled any compensation in any form what so ever.
- b) Reject or accept proposal
- c) Cancel the bidding process and reject all or any of the proposals and will not be bound to accept lowest or any proposal or to give reason for the decision in the consultation with selection committee.

## **II Eligibility Criteria**

The bidders should fulfill the following eligibility criteria for participating in the tender. The bidders should enclose documentary evidence in support of fulfilling the eligibility criteria.

1. In case of Company registered under the Companies Act 1956 or partnership or proprietary, Certificate of incorporation or certificate of Commencement of Business issued by the Registrar of Companies or Registration from Local Bodies.
2. The tenders should be in the business of the supply of same /similar products atleast for the last three calendar years (as on date of submission of bid). Upload certificate from the clients as proof of satisfactory completion of supplies.(At least one certificate for each calendar year)
3. The bidder should have a valid PAN and GST registration. (Copy of the same need to be submitted)
4. The bidder should be a company registered under the Indian companies Act 1956 or under proprietorship/partnership firm. If the firm is registered as a company (Enclose self attested copies of Certificate of incorporation/Company registration certificate). In case of partnership and proprietary firm (Enclose self attested copies of details of partners and copy of partnership deed with certificate of registration of the firm. Copy of PAN of all partners, Identity proof, Electoral roll, Aadhar card).
5. The company should have a minimum turnover of ` 10 lacs in each year or ` 30 lacs

cumulative for the last three financial years.

6. Copy of Income Tax Return/Copy of Annual VAT return if filed for the past 3 years. In case of company audited Balance Sheet for the past 3 financial years.
7. The tenderers who have been blacklisted/debarred by Tender Inviting Authority or blacklisted debarred by any State Corporation Central Corporation department/Organization should not participate in the tender during the period of blacklisting.
8. Firm / company who have withdrawn after participating in any of the previous tenders of KSBCDC and defaulter after receipt of purchase orders are not eligible to participate in this tender.
9. KSBCDC reserves the right to carry the capability assessment of the bidders and KSBCDC's decision shall be final in this regard.
10. Bidders must be prepared to submit sample at the designated office if requisitioned by KSBCDC.

### **III. TERMS AND CONDITIONS OF PURCHASE ORDER/ WORK ORDER**

1. The bidder should submit all the required documents (All the documents mandated for proving eligibility criteria and technical bid) as per tender documents conditions without any failure, otherwise the bid will be rejected by the duly constituted Technical Evaluation Committee. KSBCDC reserves the right to cancel the work order issued to the Bidder in any time if the documents submitted by them proved to be false or wrong.
2. The item shall be delivered in respective places within 15 days from the date of issue of purchase order.
3. Supply of all the products at location as per the quantities as finalized by KSBCDC and also as per the technical specification included in the Tender.

4. Amount quoted should be inclusive of Tax, Freight, Transportation FOR Destination.. TDS or if any taxes as applicable for execution of work/services and transportation imposed by KSBCDC will be deducted from the Bidders bill.
5. The final acceptance of the tenders rests entirely with the KSBCDC who do not bind themselves to accept the lowest or any tender. But the tenderers on their part should be prepared to carry out such portion of the supplies included in their tenders as may be allotted to them.
6. By submitting the bid it is presumed that the bidder has verified the tender documents and technical specification of the items in details and has quoted the tender rate accordingly.
7. The items supplied against the tender must strictly conform to the specifications as prescribed in tender. If there is any variation in the specification of the product supplied the same has to be replaced.
8. The assurance of quality, time bound supply, loading, delivery of the products/will be sole responsibility of the bidder and they should ensure the same.
9. The quantity mentioned herein is approximate requirement and in case KSBCDC requires more/less quantity, the supplier should be prepared to effect supply at short notice at the agreed rate, terms and conditions.
10. The successful bidder on award of purchase order based on the tender has to return a copy of the same to KSBCDC duly signed and sealed.
11. Any offer made in response to this e-tender, when accepted by KSBCDC, by means of Award of Contract (AOC) in the e-tender website will constitute a contract between the parties.

### **Bid prices**

1. KSBCDC reserves the right to procure the products/Items listed in this tender in whole or in part.
2. No escalation of the contract price shall be made on account of any variations in costs of labour, travelling and materials, taxes, duties and levies or any other cost component affecting the total cost in fulfilling the obligations under the contract.

3. The contract price shall be only payment, payable by KSBCDC to the successful bidder for completion of the contractual obligations under the contract, subject to the terms and payment conditions specified in the contract.
4. Rate should be firm for the period of bid. Request for enhancement of the rate during the bid period will not be entertained under any circumstances. The price approved by KSBCDC for procurement will be inclusive of levies and taxes, packing and forwarding, freight along with loading & unloading , delivery and assembling and any change in these shall have no effect on price during the scheduled period of contract.
5. The successful tenderer shall submit the agreement in 200/- ` stamp paper and with the period specified in the letter or acceptance of his tender/supply order.
6. The successful bidder shall furnish within 5 days of receipt of WO performance security deposit in the form of DD/Cash, for an amount equivalent to 5% of the value of the contract.

## **TAXES AND DUTIES**

1. All the taxes, duties, levy and all other charges applicable and shall be valid for delivery on the basis to the designed delivery points. All payments will be subjected to tax deduction at source as applicable /required at the prevailing tax rates. KSBCDC shall not pay any increase in duties, taxes and surcharges and other charges on account of any revision, enactment during the period of validity of the Bids and also during the contract period. The decision of KSBCDC in this regard will be final and binding and no disputes in this regard will be entertained.
2. An agreement has to be executed between KSBCDC and the successful bidder within seven working days after publishing the award of contract.
3. The successful bidder shall submit the agreement in stamp paper and within the period specified in the letter of acceptance of his tender /supply order.
4. By submitting the bid it is presumed that the bidder has verified the tender

documents and technical specifications of the items /products in details and has quoted the tender rate accordingly.

5. The items supplied against the tender must strictly conform to the specifications as prescribed in tender. If there is any variation in the specifications of the items/products supplied the same has to be replaced.
6. The tender should be for all the items of work details in BOQ.
7. Once the tender has been accepted, the bidder will be liable to supply the products/execute the works to the destinations as per the purchase/work order within the time stipulated for delivery.
8. Time is the essence of this bid and hence the bidder should see that the products delivered /works executed on time stipulated without fail.
9. The delivery should be made on supply point mentioned in order on or before due date and failing of this can lead to penalty/damages decided by the corporation.
10. If the bidder fails to honor the purchase /work order or fails to deliver the products/execution of works in time, KSBCDC will make its own arrangement for supplying the products/execution of works at the cost of the bidder. If KSBCDC incurs any loss to this account, the amount will be recovered from the bidder.
11. The bidder should see that all the documents required for transportation of the products/executions of work are ready, including E-declaration. If any issue arises at check posts or any other places, KSBCDC will not be responsible.
12. KSBCDC or the ultimate customer will be doing final inspection for product/work supplied/delivered and shall reject the material at the cost of supplier in case of quality./specification complaint. The rejected goods are to be removed from supply point at the expense of supplier and materials should be replaced within time limit as intimated by KSBCDC.
13. Following documents are to be presented by the successful bidder for payment after supply.
  - a) Delivery chalan
  - b) Invoices

c) Acceptance certificate from authorized officer of the customer KSBCDC regarding quality and quantity.

14. No interest shall be paid to bidder for belated payments from customer KSBCDC.

15. Quality complaints : any kind of quality complaints, if noticed will be made good from the supplier bill from any other amount due to the supplier from the KSBCDC or from the security amount deposited by the bidder as a part of contractual obligation.

## **IV. General Tender Terms & Conditions for e-Procurement**

This tender is an e-Tender and is being published online for supply of Information Guides in the Head Office the Corporation, all over Kerala. The tender is invited in two cover system from the registered and eligible firms through e-procurement portal of KSBCDC of Kerala (<https://www.etenders.kerala.gov.in>). Prospective bidders willing to participate in this tender shall necessarily register themselves with above mentioned e-procurement portal.

The tender timeline is available in the critical date section of this tender published in [www.etenders.kerala.gov.in](http://www.etenders.kerala.gov.in).

### **A) 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 0471-2577088/188/388 or through email: [etendershelp@kerala.gov.in](mailto:etendershelp@kerala.gov.in) or [helpetender@gmail.com](mailto:helpetender@gmail.com) for assistance in this regard.

### **B) 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) only 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 which will be notified later.

**C) Documents Comprising Bid :**

**i. The First Stage (Technical Cover based on 2 cover tender system):**

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

- 1) Banker's name, address, Account number and details.
- 2) For registered company, certificate of registration copies of PAN, Aadhar etc. of all partners.
- 3) Attested Copies of PAN, GST and GST registration.
- 4) Certificate of Work Experience of Bidder.
- 5) Audited Financial Statement of the last three years.
- 6) Copy of EMD and Tender Fee remittance Receipt through SBT or NEFT.
- 7) A signed undertaking from an authorized signatory or Power of Attorney
- 8) Agreement.
- 9) Form of Undertaking

KSBCDC doesn't take any responsibility for any technical snag or failure that has taken place during document upload.

**(ii) The Second Stage (Financial Cover or as per 2 cover system):**

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.

#### **D) Tender Document Fees and Earnest Money Deposit (EMD)**

The Bidder shall pay, a tender document fees of Rs.1500/- + tax and Earnest Money Deposit or Bid Security of Rs.22,000/-. The Bid security is required to protect the purchaser against risk of Bidder's conduct, which would warrant the forfeiture of security.

**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:

- i) State Bank of India (SBI) Internet Banking: If a bidder has a SBI internet banking account, then, during the online bid submission process, bidder shall select SBI option and then select Internet banking option. The e-Procurement system will re-direct the bidder to SBI's internet banking page where he can enter his internet banking credentials and transfer the tender document and EMD amount.
- ii) **National Electronic Fund Transfer (NEFT)/ Real Time Gross Settlement (RTGS)**: If a bidder holds bank account in a different bank, then, during the online bid submission process, bidder shall select NEFT / RTGS option. An online remittance form would be generated, which the bidder can use for transferring amount through NEFT / RTGS either by using internet banking of his bank or visiting nearest branch of his bank. After obtaining the successful transaction receipt no., the bidder has to update the same in e-Procurement system for completing the process of bid submission. Bidder should only use the details given in the Remittance form for making a NEFT / RTGS payment otherwise payment would result in failure in e-Procurement system.

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.

#### **E) 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.**

### **IV. COMMON TENDER CONDITIONS**

1. Tenders which are not in the prescribed form are liable to be rejected. The rates quoted should be only in Indian currency. Tenders in any other currency are liable to rejection.
2. The tenders should be in the prescribed form which can be obtained from the [www.etenders.kerala.gov.in](http://www.etenders.kerala.gov.in). The cost of tender forms once paid will not be refunded. Tenders which are not in the prescribed form are liable to be rejected. The rates quoted should be only in Indian currency. Tenders in any other currency are liable to rejection.
3. Indenting tenderers should furnish their tenders vide [www.etenders.kerala.gov.in](http://www.etenders.kerala.gov.in). No tender received after the specified date and time will be accepted on any account. The rates will be considered firm for acceptance till the date mentioned below. Tenders not stipulating period of firmness and tenders with price variation clause and/or 'subject to prior sale' condition are liable to be rejected.
4. The tenders will be opened on the appointed day and time in the office of the undersigned, in the presence of such of those tenderers or their nominees who may be present at that time.

5. If any tenderer withdraws from his tender before the expiry of the period fixed for keeping the rates firm for acceptance, the earnest money if, any, deposited by him will be forfeited to Corporation or such action taken against him as KSBCDC think fit.
6. Tenderers shall invariably specify in their tenders the delivery conditions including the time required for the supply of articles tendered for.
7. (a) The tenderer shall clearly specify whether the articles offered bear Indian Standards Institution Certification Mark or not. In such cases, they shall produce copies of Certification mark along with their tender in support of it.  
  
(b) Tenderers shall clearly specify whether the goods are offered from indigenous sources, from imported stocks in India or from foreign sources to be imported under a license. KSBCDC reserves the right to reject offers for import of goods if the Import Trade Control Policy in force at the time of award of the contract prohibits or restricts such imports.
8. The final acceptance of the tenders rests entirely with the Corporation who do not bind themselves to accept the lowest or any tender. But the tenderers on their part should be prepared to carry out such portion of the supplies included in their tenders as may be allotted to them.
9. In the case of materials of technical nature the successful tenderer should be prepared to guarantee satisfactory performance for a definite period under a definite penalty.
10. Communication of acceptance of the tender normally constitutes a concluded contract. Nevertheless, the successful tenderer shall also execute an agreement for the due fulfillment of the contract within the period to be specified in the letter of acceptance. The contractor shall have to pay all stamp duty, lawyer's charges and other expenses incidental to the execution of the agreement. Failure to execute the agreement within the period specified will entail the penalties set out in para 12 below.
11. (a) The successful tenderer shall, before signing the agreement and within the period specified in the letter of acceptance of his tender deposit a sum equivalent to 5 per cent of the value of the contract as security for the satisfactory fulfillment of the contract less the amount of money deposited by him along with his tender. If the successful tenderer fails to deposit the security and execute the agreement as stated above, the earnest money deposited by him will be forfeited to KSBCDC and contract arranged elsewhere at the defaulter's risk and any loss incurred by KSBCDC on account of the purchase will be recovered

from the defaulter who will, however, not be entitled to any gain accruing thereby. If then defaulting firm is a registered firm their registration is liable to be cancelled.

(b) In cases where a successful tenderer, after having made partial supplies fails to fulfill the contracts in full, all or any of the materials not supplied may at the discretion of the Purchasing Officer, be purchased by means of another tender/ quotation or by negotiation or from the next higher tenderer who had offered to supply already and the loss, if any, caused to KSBCDC shall thereby together with such sums as may be fixed by KSBCDC towards damages be recovered from the defaulting tenderer.

(c) Even in cases where no alternate purchases are arranged for the materials not supplied, the proportionate portion of the security deposit based on the cost of the materials not supplied at the rate shown in the tender of the defaulter shall be forfeited and balance alone shall be refunded.

(d) If the contractor fails to deliver all or any of the stores or perform the service within the time/period(s) specified in the contract, the purchaser shall without prejudice to its other remedies under the contract, deduct from the contract price as liquidated, damages, a sum equivalent to 0.5% or 1% of the delivered price of the delayed stores or unperformed services for each week of delay until actual delivery or performance, upto a maximum deduction of 10% of the contract prices of the delayed stores or services. Once the maximum is reached, the purchaser may consider termination of the contract at the risk and cost of the contractor.

12. The security deposit shall, subject to the conditions specified herein, be returned to the contractor within three months after the expiration of the contract, but in the event of any dispute arising between KSBCDC concerned and the contractor, KSBCDC shall be entitled to deduct out of the deposits or the balance thereof, until such dispute is determined the amount of such damages, costs, charges and expenses as may be claimed. The same may also be deducted from any other sum which may be due at any time from KSBCDC to the contractor. In all cases where there are guarantee for the goods supplied the security deposit will be released only after the expiry of the guarantee period. If the Security is not released even after the completion of one year, from the date of expiry of the period of contract provided there are no complaints against the contractor. Interest at the rate of interest paid for S.B. accounts by nationalized banks will be paid on the Security Deposit.

(a) "If the Earnest Money Deposit/Security Deposit is not released within the period specified for no fault of the Contractor, the loss incurred to

KSBCDC shall be made good from the Officer responsible for the belated release of the Earnest Money deposit/Security Deposit.”

13. (a) All payments to the contractors will be made by the Purchasing Officer in due course:-
  - (i) Transfer of fund through Bank Accounts
  - (ii) As stipulated in the Rules of e-procurements

(b) All incidental expenses incurred by KSBCDC for making payments outside the district in which the claim arises shall be borne by the contractor.
14. The tenderers shall quote also the percentage of rebate (discount) offered by them in case the payment is made promptly within fifteen days/within one month of taking delivery of stores.
15. Ordinarily payments will be made only after the supplies are actually verified and taken to stock but in exceptional cases, payments against satisfactory shipping documents including certificates of Insurance will be made up to 90 percent of the value of the materials at the discretion of KSBCDC. Bank charges incurred in connection with payment against documents through bank will be to the account of the contractor. The firms will produce stamped pre-receipted invoices in all cases where payments (advance/final) for release of railway receipts/shipping documents are made through banks. In exceptional cases where the stamped receipts of the firms are not received for the payments (in advance) the unstamped receipt of the Bank (i.e., counterfoils of pay-in-slips issued by the Bank) alone may be accepted as a valid proof for the payment made.
16. The contractor shall not assign or make over the contract on the benefits or burdens thereof to any other person or body corporate. The contractor shall not underlet or sublet to any person or persons or body corporate the execution of the contract or any part thereof without the consent in writing of the purchasing officer who shall have absolute power to refuse such consent or to rescind such consent (if given) at any time if he is not satisfied with the manner in which the contract is being executed and no allowance or compensation shall be made to the contractor or the sub-contractor upon such rescission. Provided always that if such consent be given at any time, the contractor shall not be relieved from any obligation, duty or responsibility under this contract.
17. (a) In case the contractor becomes insolvent or goes into liquidation, or makes or proposes to make any assignment for the benefit of his creditors or proposes any composition with his creditors for the settlement of his debts, carries on his business or the contract under inspection on behalf of or his creditors, or in case any receiving order or orders, for the administration of his estate are made

against him or in case the contractor shall commit any act of insolvency or case in which under any clause or clauses of this contract the contractor shall have rendered himself liable to damages amounting to the whole of his security deposits, the contract shall, thereupon, after notice given by the purchasing Officer to the contractor, be determined as it deems fit. But such determination of the contract shall be without any prejudice to any right or remedy of the KSBCDC against the contractor or his sureties in respect of any breach of contract therefore committed by the contractor. All expenses and damages caused to KSBCDC by any breach of contract by the contractor shall be paid by the contractor to KSBCDC, and may be recovered from him under the provisions of the Revenue Recovery Act in force in the State.

18. (a) In case the contractor fails to supply and deliver any of the said articles and things within the time provided for delivery of the same, or in case the contractor commits any breach of any of the covenants, stipulations and agreements herein contained, and on his part to be observed and performed, then and in any such case, it shall be lawful for KSBCDC (if they shall think fit to do so) to arrange for the purchase of the said articles and things from elsewhere or on behalf of KSBCDC by an order in writing under the hand of the Purchasing Officer put an end to this contract and in case KSBCDC shall have incurred, sustained or been put to any costs, damages or expenses by reason of such purchase or by reason of this contract having been so put an end to or in case any difference in price, compensation, loss, costs, damages, expenses or other money shall then or any time during the continuance of this contract be payable by the contractor to KSBCDC under and by virtue of this contract, it shall be lawful for KSBCDC from and out of any moneys for the time being payable or owing to the contractor from KSBCDC under or by virtue of this contract or otherwise to pay and reimburse to KSBCDC all such costs, damages and expenses they may have sustained, incurred or been put to by reason of the purchase made elsewhere or by reason of this contract having been so put an end to as aforesaid and also all such difference in price, compensation, loss, costs, damages, expenses and other moneys as shall for the time being be payable by the contractor afore said.

(b) In case any difference or dispute arises in connection with the contract, all legal proceeding relating to the matter shall be instituted in the Court (Trivandrum)

19. Any sum of money due and payable to the contractor (including security deposit returnable to him) under this contract may be appropriated by the Purchasing Officer or KSBCDC or any other person authorized by KSBCDC and set off against any claim of the Purchasing Officer or KSBCDC for the payment of a sum of money arising out of or under any other contract made by the contractor with the Purchasing Officer or KSBCDC or any other person authorized by KSBCDC. Any sum of money due and payable to the successful

tenderer or contractor from KSBCDC shall be adjusted against any sum of money due to KSBCDC from him under any other contracts.

20. Every notice hereby required or authorized to be given may be either given to the contractor personally or left at his residence or last known place of abode or business, or may be handed over to his agent personally, or may be addressed to the contractor by post at his usual or last known place of abode or business and if so addressed and posted, shall be deemed to have been served on the contractor on the date on which, in the ordinary course of post, a letter so addressed and posted would reach his place of abode or business.
21. The tenderer shall undertake to supply materials according to the standard sample and/or specifications.
22. No representation for enhancement of rates once accepted will be considered.
23. Tenderers should be prepared to accept orders subject to the penalty clause for forfeiture of security in the event of default in supplies or failure to supply within the stipulated period.
24. Samples should be forwarded if called for and unapproved samples go back by the tenderers at their own cost. Samples sent by V.P. Post or 'freight to pay' will not be accepted. The approved samples may or may not be returned at the discretion of the undersigned. Sample sent by post, railway or plane should be so despatched as to reach the Purchasing Officer not later than the date on which the tenders are due. In the case of samples sent by railway the receipt should be sent separately and not along with the tender since the tender will be opened only on the appointed day and demurrage will have to be paid if the railway parcels are not cleared in time. KSBCDC will not be responsible if any sample is found missing at any time due to the non-observance of the provisions of this clause. Tenderers whose samples are received late will not be considered. Samples should be forwarded under separate cover duly listed and the corresponding number of the item in the tender schedule should also be noted in the list of samples. Tenders for the supply of materials are liable to be rejected unless samples, if called for, of the materials tendered for are forwarded.
25. Special conditions, if any, of the tenderers attached with the tenders will not be applicable to the contract unless they are expressly accepted in writing by the purchaser.
26. The tenderer should send along with his tender an agreement executed and signed in Kerala Stamp Paper of value ` 200 purchased in the Kerala State.. A specimen form of agreement is also given in this Annexure. Tenders without the agreement in stamped paper will be rejected outright. But in deserving cases

where agreement has not been received, the purchasing officer may exercise his discretion and call upon such tenderer to execute the agreement within a period of ten days from the date of issue of such intimation, if the Purchasing Officer is satisfied that the omission to forward the agreement along with the tender was due to causes beyond the control of the tenderer and was not due to any negligence on his part. Agreement received from a tenderer after the above time limit will not be considered.

## **V. ADDITIONAL INSTRUCTIONS**

1. The tender should submit the e-tender in two cover bid system through online only. Cover 1 is for the Technical Bid and cover 2 is for the Financial Bid.
2. The Technical bid (Technical Specifications of the items and commercial terms) with supporting documents and Financial bid has to be submitted online only. If the Financial Bid is submitted offline the tender will be rejected.
3. On the due date of opening, only the Technical bid (Cover -1) of the tender will be opened online. The Tenderers will get automatic e-mail alerts from the portal about the statuses of tendering process.

### **Cover 2 : Financial Bid**

- a) should be submitted online only as per the BOQ format, The bidder has to enter the rated in the BOQ format only. Kindly note that no other alterations are made in BOQ format otherwise it will not be validated.
  - b) Rate quoted should be inclusive of all taxes, levies and installation charges, loading unloading, transportation etc.
4. KSBCDC reserves the right to modify the tender prior to the last date of submission. Amendments if any will be uploaded in the website [www.etenders.kerala.gov.in.website](http://www.etenders.kerala.gov.in.website) as corrigendum. The tender also will be modified accordingly in the website based on the corrigendum. All the tenderers are requested to verify the amendments if any uploaded in corrigendum online to submit /resubmit the tender online accordingly.
  5. Resubmission of tender before the last date for submission of Technical bid online is permitted.
  6. KSBCDC reserves the right to accept or reject any or all offers, amend or relax the conditions of this tender notice, tender conditions or apportion the work among the different tenders in any manner as it may choose, without assigning any reason whatsoever.

7. Tenderers must upload the datas/submit the tender as per the conditions of the etender website. If there is any Technical error or submission or opening of the submitted documents, KSBCDC will not be responsible for the same. Due attention and care has to be taken while submitting the tender.
8. KSBCDC have the full rights to cancel the tender and call retender without prior intimation. If the rate quoted by the Bidder is exorbitant. Hence the bidders are advised to quote the lowest possible rate for the bid.
9. KSBCDC reserves the right to accept or reject any or all offers, amend or relax the conditions of this Tender Notice. Tender conditions or apportion the work amongst the different tenders in any manner as it may choose, without assigning any reason what so ever.
10. Rate should be firm for the period of contract. Request for enhancement of the rate during the contract period will not be entertained under any circumstances. If any such hike is demanded during the agreement period the Corporation will have the liberty to make its own agreement. KSBCDC will make its own arrangements for carrying out the work at the cost of the supplier and in such case the KSBCDC is not liable to intimate such an arrangements to the contactor. If KSBCDC incurs any loss in this account , the same will be recovered from the supplier.
11. The rate quoted should be only in Indian currency. Tenders mentioning any other currencies are liable to rejection.
12. The e-tender Notice with other accompaniments of the Tender, negotiation if any will form part of the agreement. In the case of the successful terderer(s) and the L2 Tenderers, the EMD shall be retained. In the case of other unsuccessful tenderers, the EMD will be refund/reversed to their respective account from KSBCDC Treasury through SBI after each state of the technical and Financial evaluation process. The EMD of the l2 will be revered from KSBCDC treasury through SBI to respective bidder account only after award of work and executing agreement with L1 EMD can be converted to Security Deposit on awarding of work. No interest will be paid on the EMD/Security Deposit.
13. Bidder in advance should submit the bid documents as indicated in the tender schedule and they should be in PDF/XLS/RAR/DWF formats. If there is more than on document they can be clubbed together.
14. 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 due to local issues.

15. After the bid submission, 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.
16. The bidder should see that the bid documents submitted are free from virus and if the documents could not be opened, due to virus, during tender opening, the bid is liable get rejected.
17. By submitting tender online it is presumed that the Bidder accepts all the terms and conditions attached.
18. The Managing Director, KSBCDC, reserves the right to postpone and/or extend the date of receipt of or to withdraw the bidding notice without assigning any reason thereof, entirely at his discretion. In such an event, the bidders shall not be entitled to any compensation in any form, whatsoever.
19. Bidders qualified for technical evaluation have to submit sample pieces to KSBCDC for technical evaluation which can be returned after bidder selection.
20. The bidders are advised to keep visiting the website <https://www.etenders.kerala.gov.in> from time to time (till the deadline for bid submission) for any updates in respect of the tender notice, if any. Failure to do so shall not absolve the applicant of his liabilities to submit the bid complete in all respect including updates thereof, if any. An incomplete application may be liable for rejection.
21. The Managing Director, KSBCDC, reserves the right to verify the particulars furnished by the bidder independently. If any information furnished by the bidder is found incorrect at a later stage, he shall be debarred from tendering and taking up of any work in the Directorate of State Lotteries, KSBCDC of Kerala
22. The Managing Director, KSBCDC reserves the right to reject any or all prospective applicants without assigning any reason and to restrict the list of pre-qualified firms to any number deemed suitable.

**Schedule of Delivery**

**Calendar - 2018**

<b>Office Address</b>	<b>Numbers</b>
The District Manager KSBCDC, Chalakuzhi Line, Trida Complex, IInd Floor Medical College Thiruvananthapuram Phone : 0471-2554533 Mob : 9447710011	1000
The District Manager KSBCDC SNDP YOGAM Building Opp.S.N.Women's College, Kollam. Phone : 0474-2766276 Mob : 9447710022	1000
The District Manager KSBCDC, Vilavinal Raj Tower Near Santhosh Junction College Road Pathanamthitta-689 645 Phone : 0468-2226111 Mob : 9447710033	800
The District Manager KSBCDC, Soumya Complex Vellakkinar Junction Civil Station Ward Head Post Office Alappuzha. Phone : 0477-2254121 Mob : 9447710044	1000
The District Manager KSBCDC, Bldg. No. 11/696 Erayil Kadavu Kottayam. Phone : 0481-2303925 Mob : 9447710055	800
The District Manager KSBCDC, Building No.310 A Aliyakunnel Buildings Opposite Anaswara Silks Cheruthoni, Idukki. Phone : 0486-2235264 Mob : 9447710066	800
The District Manager KSBCDC Paramara Shopping Complex Ernakulam North-18, Phone : 0484-2394005 Mob : 9447710077	1000

<p>The District Manager KSBCDC, Near Town Hall Chembookavu Thrissur-20 Phone : 0487-2321776 Mob : 9447730011</p>	800
<p>The District Manager KSBCDC, Ninan's Complex Mettuppalayam Street Palakkad. Phone : 0491-2545167 Mob : 9447730022</p>	1000
<p>The District Manager KSBCDC, No. 23/277 J&amp;K Building Munduparamba Malappuram Phone : 0483-2734114 Mob : 9447730033</p>	800
<p>The District Manager KSBCDC, IInd Floor Vikas Buildings, Link Road, Kozhikode-2. Phone : 0495-2701800 Mob : 9447730044</p>	1000
<p>The District Manager KSBCDC Nr. PBM Hospital Meenangadi, Wayanad Phone : 0493-6246309 Mob : 9447730055</p>	800
<p>The District Manager KSBCDC, T.K. 378/J Padannapalam Road Kannur. Phone : 0497-2706196 Mob : 9447730066</p>	800
<p>The District Manager KSBCDC Bldg.No. KNC XI/346 A-17 Highlane Plaza, Anabagilu M.G.Road, Kasargod. Phone : 04994-227060 Mob : 9447730077</p>	800
<p>The Manager, KSBCDC, Sub District Office, KSBCDC, Lals Archade, Palachira Jn. Varkala P.O., Thiruvananthapuram-695 143 Phone : 0470-2605522 Mob : 9447870120</p>	<b>400</b>

The Manager, KSBCDC, Sub District Office, SNDP Union Building Kacheri Jn. Harippad Alappuzha. Phone : 0479-2412110 Mob : 9496558758	<b>400</b>
The Manager, KSBCDC, Sub District Office, Chelakkara M/s Mounthira Shopping Mall Pvt Ltd, Ground Floor Thrissur Phone : 04884-252523 Mob : 9447658300	<b>400</b>
The Manager KSBCDC, Sub District Office Alex Archade, Mele Pattambi Palakkad-679 306. Phone : 0466-2210244 Mob : 9447734322	<b>400</b>
The Manager KSBCDC, Sub District Office, Wandoor, Kunnummal Building, Near Sub Treasury, Manjeri Road, Wandoor, Malappuram. Phone : 04931-248300 Mob : 9446232611	<b>400</b>
The Manager, KSBCDC, Sub District Office, Tirur, Builders Tower, Ezhur Road Near Savera Hospital Tirur – 1 Phone : 0494-2432275 Mob : 9447578816	<b>400</b>
The Managing Director KSBCDC T.C. 27/588 (7)&(8), "SENTINEL", 2 <sup>nd</sup> Floor, Pattoor, Vanchiyoor P.O, Thiruvananthapuram. 35 Phone : 0471-2577550, 2577540 Mobile : 9447711444	<b>5200</b>
<b>Total</b>	<b>20000</b>