

KERALA STATE BACKWARD CLASSES DEVELOPMENT CORPORATION LTD

Registered Office:
TC 27/588 (7) & (8), "Sentinel", Pattoor, Vanchiyoor
P.O. Thiruvananthapuram – 695 035.
Tel: 0471 2577539, 2577550.
E mail- ksbcde@gmail.com.

Tender document for the Partition/Renovation and Furnishing Work of the
Head Office of KSBCDC

Tender Reference No: KSBCDC/3090/2023-E2

Last date and time of receipt of sealed Tender.	04/11/2024 @ 3.00pm
Date and time of opening of sealed Tender.	04/11/2024 @ 4.00pm

KERALA STATE BACKWARD CLASSES DEVELOPMENT CORPORATION LTD

Tender No. : KSBCDC/3090/2023-E2

Tender documents for the work of : Partition/ Renovation and Furnishing Work of
the Head Office of KSBCDC

Estimated Cost : 2 Lakh (Two Lakh only).

Issued to M/s./Shri. :

To be returned on or before : 04/11/2024 03.00 PM

(To be filled by Tenderer)

Name of tenderer (In full) :

Address :

Phone No :

Tender Fee : ₹500/- + GST

Details of EMD remitted : ₹5000/-

Name of the Bank & Branch :

Demand Draft No. and date :

Amount :

Tender submitted on :

Signature of Tenderer :

Date :

Note: The tenderer should sign in all pages of the tender document including Specification/ Drawings.

Sealed competitive tenders are invited from

- a) Govt. approved contractors
- b) reputed firms or individuals having experience in partition/ interior work

for the renovation/ partition and interior work of KSBCDC Head Office. The specification and the particulars of the work are mentioned in **Annexure I**.

1. Quoted Price :

- a. All duties, taxes, other levies, labour charges, installation charges & transportation charges payable by the bidder should be included in the item rate.
- b. The rate quoted for item will be fixed for the duration of the contract and shall not be subject to adjustments.
- c. Rates for partial quantity of an item is not acceptable;
- d. Corrections, if any, shall be made by crossing out, initialing, dating and rewriting.
- e. Telex and Facsimile or email tender are not acceptable.

2. Each bidder must submit only one tender:

Documents Comprising Bid:

The drawings, qualification documents and the price bid shall be submitted in a single cover. (The bid should be submitted in the format given as **Annexure I**).

3. Validity of Tender:

The tender shall remain valid for a period not less than 30 days after the deadline fixed for submission of tender or otherwise decided by the Managing Director, Kerala State Backward Classes Development Corporation Ltd, Thiruvananthapuram – 35.

4. Place & completion time:

The work has to be completed within 3 weeks from the date of Work order in the Head Office of KSBCDC, Vanchiyoor (PO), Thiruvananthapuram.

5. Special conditions:

2.5 % of the total amount quoted by the bidder will be deducted for each week delay, after the specified date of completion.

6. Evaluation of tender:

KSBCDC will evaluate and compare the tender determined to be substantially responsive ie: which

- a. are properly signed and
- b. conform to the terms and conditions and specifications
- c. the tender would be evaluated for each work separately.
- d. The bidder who has quoted for the partial quantity of any one or more item(s) would be treated as non-responsive.

7. Award of Contract:

- a. KSBCDC will award the contract to the bidder who has offered the lowest price.
- b. KSBCDC reserves the right at the time of awarding contract to increase or decrease the quantities, or award the work partly
- c. KSBCDC prior to the expiration of the tender validity period will notify the bidder whose tender is accepted of the award of contract. The terms of the accepted offer shall be incorporated in the Work order.
- d. The payment will be made after the work satisfactorily completed and the bills produced along with the work completion report former based on other valid documents as per existing Rules and Regulations.
- e. Notwithstanding the above, KSBCDC reserves the right to accept or reject and to cancel the bidding process and reject all tender at any time prior to the award of the contract, without detailing any specified reasons whatsoever.
- f. Letter of Acceptance shall be the letter issued by KSBCDC to the successful tenderer inviting him to sign the contract agreement.
- g. All decisions of the Managing Director will be final and binding to all in every respect.

8. Preparing of Sealed Tender:

You are requested to submit the sealed Tender in a single cover superscribed on the envelope as “**Tender for the Renovation/Partition and Interior work of KSBCDC Head Office**”

9. Defects Liability Period /Maintenance Period:

3 year defects liability period from the date of work. The contractor shall make right any defect found in the work due to defective construction practice for a period of 3 years after the completion of the work.

10. Payment Terms and Conditions:

10.1 The payment towards the bidder will be effected only after the completion of the work and satisfactory report is furnished by the corporation.

10.2 90% of the payment will be made on completion of the work to the satisfaction of KSBCDC.

10.3 Remaining 10% of the amount will be retained until the completion of defects and liability period (3 years), and will be returned after the defects and liability period (3 years) to the Contractor after deducting the penalties applicable, if any

10.4 .4 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

11. Operational Penalties: –

The penalty amount will be recovered from the next payment due to the Contractor or from the 10% retained Balance Payment.

12. 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 for 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.

13. 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.

Contractors/Firms/Individuals having a place of business and service facilities in the State of Kerala only are eligible to participate in this tender.

13.1 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 shall be furnished.

13.2 The bidder should be in the business of the partition and interior furnishing work at least for the last three calendar years (as on date of submission of bid).

13.3 The bidder should have a valid PAN and GST registration. (Copy of the same need to be submitted)

13.4 The tenderers who have been blacklisted/debarred by Tender Inviting Authority of

any State Govt/ PSUs should not participate in the tender during the period of blacklisting.

13.5 Bidders 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.

13.6 KSBCDC reserve the right to provide the work order to other bidders, who have participated in the tender, matching the L1 price.

13.7 The bidder should not have been blacklisted by any Government Department, PSUs, organization, entity etc.

13.8 The bidder should have in place an effective mechanism to address & redress the various after work issues on 24 x 7 basis.

13.9 KSBCDC reserves the right to carry the capability assessment of the bids and KSBCDC's decision shall be final in this regard.

13.10 Bidders must be prepared to submit sample at the designated office if requisitioned by KSBCDC.

14. Terms and Conditions Of Work Order:

14.1 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.

14.2 Bidder shall ensure that the defects and liability complies with the agreed technical standards, security requirements, operating procedures and recovery procedures.

14.3 Amount quoted should be inclusive of Tax, Freight, transportation less discount, etc. TDS or if any taxes as applicable for execution of work/services and transportation imposed by KSBCDC will be deducted from the Bidders bill.

14.4 The final acceptance of the tender's 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.

14.5 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.

14.6 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.

14.7 The bidder should agree and give an undertaking that they will give onsite support through their local office/support center/arrangement in Kerala and keep it operational till the duration of defects and liability period.

14.8 The assurance of quality, time bound supply, loading, delivery and execution of works at customer site will be sole responsibility of the bidder and they should ensure the same.

14.9 The successful bidder on award of work order based on the tender has to return a copy of the same to KSBCDC duly signed and sealed.

15. Bid Prices:

15.1 The contract price shall be the 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.

15.2 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.

15.3 The successful tenderer shall submit the agreement in Rs.200/- stamp paper, within the period specified in the letter of acceptance of his tender/work order

16. Taxes and Duties:

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.

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

17. Common Tender Conditions:

17.1 Tenders who are not in the prescribed form are liable to be rejected. The rates quoted should be only in Indian currency. Rates in any other currency are liable to rejection.

17.2 The tenders should be in the prescribed form which can be obtained from the website www.ksbcd.com The cost of tender forms once paid will not be refunded. Tenders who are not in the prescribed form are liable to be rejected.

17.3 Indenting tenderers should furnish their tenders directly or post. 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.

17.4 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.

17.5 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.

17.6 Tenderers shall invariably specify in their tenders the delivery conditions including the time required for the supply of articles tendered for.

17.7 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.

17.8 .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.

17.9 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

17.10 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 11 below.

17.11 (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 works 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 work 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 selected bidder (CONTRACTOR) fails to deliver all or any of the stores or perform the service within the time/period(s) specified in the contract, KSBCDC shall without prejudice to its other remedies under the contract, deduct from the contract price as liquidated, damages, a sum equivalent to 2.5% of the delivered price of the delayed stores or unperformed services for each week of delay until actual delivery or performance, up to a maximum deduction of 10% of the contract prices of the delayed stores or services. Once the maximum is reached, KSBCDC may consider termination of the contract at the risk and cost of the contractor (selected bidder).

17.12 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 bidder, 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 bidder. In all cases where there are guarantee for the goods supplied the security deposit will be released only after the expiry of the defects and liability period.

17.13 (a) All payments to the selected bidder (contractor) will be made by the Purchasing Officer in due course: -

- i. Transfer of fund through Bank Accounts.
- ii. As stipulated in the Rules of Store purchase.

(b) All incidental expenses incurred by KSBCDC for making payments outside the district in which the claim arises shall be borne by the Contractor.

17.14 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.

17.15 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.

17.16 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.

17.17 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 having Jurisdiction at Thiruvananthapuram).

17.18 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.

17.19 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.

17.20 The tenderer shall undertake to supply materials according to the standard sample and/or specifications.

17.21 No representation for enhancement of rates once accepted will be considered.

17.22 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.

17.23 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 contractor.

17.24. The Contractor shall execute an Agreement signed in Kerala Stamp Paper of value Rs.200/- purchased in the Kerala State in the prescribed format with the KSBCDC within Ten working days of issuance of letter of Intent / Purchase Order.

18.Miscellaneous:

18.1 .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.

18.2 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.

18.3 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.

18.4.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 Contractor and in such case the KSBCDC is not liable to intimate such an arrangement to the contractor. If KSBCDC incurs any loss in this account, the same will be recovered from the Contractor.

18.5 The rate quoted should be only in Indian currency. Tenders mentioning any other currencies are liable to rejection.

18.6 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.

18.7 Bidders qualified for technical evaluation have to submit sample design to KSBCDC for technical evaluation which can be returned after bidder selection.

18.8 The bidders are advised to keep visiting the website www.ksbcd.com 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.

18.9 The Managing Director, KSBCDC, reserves the right to verify the particulars furnished by the bidder independently. If any desk 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, KSBCDC of Kerala

18.10 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

18.11 The works completed / being executed by the bidders may be inspected by a committee or any other authority as decided by KSBCDC. If found not satisfactory or not as per the specifications in the tender or if the work done is not meeting the standards, KSBCDC reserves the right to terminate the contract at the risk and cost of the contractor after giving 15 days' notice.

18.12 The contractor shall indemnify KSBCDC in respect of all claims, damages or expenses payable in consequence to any injury to any employee, workman, nominee, invitee arising during the period of contract due to the negligence on the part of the contractor.

Annexure I

Sl.No	Particulars	Area	Rate	Amount
1	<p><u>WorkStation(attheendofthe Hall) (21'x4')</u> 16mm, 12mm & 9mm - 710 BWP Grade 30 years Warranty Marine Plywood, 0.8mm Laminates, Drywall Screws, Heatex, Speedex, Telescopic Slider, edge bandetc. (All Materials, Labour Charges, Transportation, Loading & Unloading, Materials Shifting to second floor)</p>	84Sq.ft		
2	<p><u>WorkStation(EntranceArea) (9' x4'x2 Nos.)</u> 16mm, 12mm & 9mm - 710 BWP Grade 30 years Warranty Marine Plywood, 0.8mm Laminates, Dry wall Screws, Heatex, Speedex, Telescopic Slider, edge band etc. (All Materials, Labour Charges, Transportation, Loading & Unloading, Materials Shifting to second floor)</p>	36x 2=72 Sq.ft		
3	<p><u>WorkStation(LiftArea)(13'x4')</u> 16mm, 12mm & 9mm - 710 BWP Grade 30 years Warranty Marine Plywood, 0.8mm Laminates, Dry wall Screws, Heatex, Speedex, Telescopic Slider, edge band etc. (All Materials, Labour Charges, Transportation, Loading & Unloading, Materials Shifting to second floor)</p>	52 Sq.ft		

4	<p><u>Partition (at the end of the Hall) (14.5' x 9.5') (7.5cm Thickness)</u> 16mm, 9mm - 710 BWP Grade 30 years Warranty Marine Plywood, 0.8mm Laminates, Drywall Screws, Heatex, Speedex etc.) (All Materials Labour Charges, Transportation, Loading & Unloading, Materials Shifting to second floor etc.)</p>	138Sq.ft		
5	<p><u>Door (Partition)</u> 22mm Flush Door, Double Side 0.8mm Lamination, SS Hinges, Hinges, Screws, Handle, Lock etc.</p>	1Nos		
6	<p><u>Reception Counter Alteration</u> Dismantling, Cutting, Re fixing etc.</p>			
7	<p><u>Old Partition Dismantling)</u> Rear Area</p>			
8	<p><u>Waste Shifting</u> (Cleaning and waste shifting outside through goods vehicle</p>			

Date: _____ Total Amount: _____ (In words) (Inclusive of all Taxes)

Name & Address: _____

Signature: _____