Date: 07.06.2021

#### **CORRIGENDUM NO. 1**

CORRIGENDUM TO THE TENDER DOCUMENT FOR SUPPLY AND INSTALLATION OF OPTIMISER IN THE RECORD ROOM OF KSWDC AT BASEMENT FLOOR,TRANSPORT BHAVAN, EAST FORT, TRIVANDRUM

Tender Reference: KSWDC/EA3 / PURCHASE/675/2021 DATED 1/6/2021

With reference to the tender for Supply and Installation of Optimiser for the building portion taken on rent by KSWDC at Transport Bhavan, East Fort, Trivandrum (Phase II), the following amendment may please be noted:

Last date and time of submission of bids is extended upto 18.06.2021 at 15.00 hrs The date of opening of the bids shall be 19.06.2020 at 11.00 hrs

All other terms and conditions will remain unchanged.

For **KSWDC** 

Sd/-

**Authorized Signatory** 

Date: 18.06.2021

#### **CORRIGENDUM NO. 2**

CORRIGENDUM TO THE TENDER DOCUMENT FOR SUPPLY AND INSTALLATION OF OPTIMISER IN THE RECORD ROOM OF KSWDC AT BASEMENT FLOOR,TRANSPORT BHAVAN, EAST FORT, TRIVANDRUM

Tender Reference: KSWDC/EA3 / PURCHASE/675/2021 DATED 1/6/2021

With reference to the tender for Supply and Installation of Optimiser for the building portion taken on rent by KSWDC at Transport Bhavan, East Fort, Trivandrum (Phase II), the following amendment may please be noted:

Last date and time of submission of bids is extended upto 25.06.2021 at 13.00 hrs
The date of opening of the bids shall be 25.06.2021 at 15.00 hrs

All other terms and conditions will remain unchanged.

For **KSWDC** 

Sd/-

**Authorized Signatory** 

#### **TENDER**

#### **FOR**

# SUPPLY AND INSTALLATION OF OPTIMISER IN THE RECORD ROOM OF KSWDC AT BASEMENT FLOOR, TRANSPORT BHAVAN, EAST FORT, TRIVANDRUM

#### LIMITED TENDER ENQUIRY

TENDER No. KSWDC/EA3 / PURCHASE/675/2021 DATED 02/06/2021



KERALA STATE WOMEN'S DEVELOPMENT CORPORATION LTD
FOR DETAILS
WWW.KSWDC.ORG
E-MAIL: MD@KSWDC.ORG

#### **Limited Tender Enquiry**

Tender No: KSWDC/EA3/PURCHASE/675/2021

The Managing Director, Kerala State Women's Development Corporation Ltd. (KSWDC), Department of Women and Child, Government of Kerala invites item rate Limited Tender from eligible bidder for the following work:

Name and Description of work	Estimated cost	Tender Processing Fee	Completio n period of Work	Last date& time to submit the e-tender	Bid Security amount
Supply and Installation of Optimiser for the building portion taken on rent by KSWDC at Transport Bhavan, East Fort, Trivandrum (Phase II)	Rs.7,20,808/- (Excluding GST)	Rs.1770/-	30 Days	08/06/2021 at 3.00 pm	Rs. 10,815/-

KSWDC/ Client reserves the right to accept or reject any application without assigning any reason or incurring any liability whatsoever.

#### **SECTION I**

#### **NOTICE INVITING BIDS**

1. The Managing Director, Kerala State Women's Development Corporation Ltd. (KSWDC), Department of Women and Child, Government of Kerala invites item rate limited tenders from eligible bidder for the work of "Supply and Installation of Optimiser (24 Units x 2 Nos) for the building portion taken on rent by KSWDC at Transport Bhavan, East Fort, Trivandrum (Phase II)".

The work is estimated to cost as given in Table - I. Any clarification shall be sought from the tender inviting authority on courier. The NIT and other details are also available on website **WWW.KSWDC.ORG** 

#### 1.1. TABLE – I

SL. No.	DESCRIPTION	DETAILS
1	TENDER NO.	KSWDC/EA3/PURCHASE/675/20 21 DATED 02/06/2021
2	NAME OF WORK	Supply and Installation of Optimiser (24 Units x 2 Nos) for the building portion taken on rent by KSWDC at Transport Bhavan, East Fort, Trivandrum (Phase II)
3	ESTIMATED COST	Rs.7,20,808/-(Excluding GST)
4	EARNEST MONEY DEPOSIT / BID SECURITY AMOUNT	Rs. 10,815/- in the form of crossed demand draft/ banker's cheque from any scheduled commercial bank in favor of "KSWDC" payable at Thiruvananthapuram
5	E-Tender Processing Fee (Non-refundable)	Rs 1,770/- ONLY (INCLUSIVE OF GST)
6	Issue of Tender documents	Documents shall be available on website from 02/06/2021
8	Last Date & time of Submission of Bids (Bid due date)	08/06/2021 AT 3.00 PM
9	Date & time of opening of Bids	09/06/2021ат 3.00 рм
10	Date of start of work	Date of issue of LOA or date of handing over of site whichever is later
11	Completion period	30 Days
12	Performance Guarantee	3% of contract price.

		A comprehensive warranty of 18 months
12	Warranty	shall be provided by the bidder from the
13	warranty	date of taking over of the work by
		KSWDC.

- 1.2. Intending bidder is eligible to submit the bid provided he has definite proof from the appropriate authority, which shall be to the satisfaction of the competent authority, of having satisfactorily completed similar works of magnitude as specified in the eligibility criteria.
- 1.3. The bidders shall visit the site and understand the site conditions before quoting for the work
- 1.4. **Scope of work**: The scope includes the Supply & Installation of Optimiser (24 Units x 2Nos) in the Record room of KSWDC at Basement floor of Transport Bhavan, East Fort, Trivandrum and complying strictly with the enclosed Technical Specification at Annexure VIII.

#### **DEFINITIONS**

For the purpose of this contract, the following words and expressions shall have the meaning hereby assigned to them except where the context otherwise requires:-

- i. "KSWDC" shall mean Kerala State Women's Development Corporation Ltd. Department of Women and Child, Government of Kerala.
- ii. "Bidder" shall mean the party located in India who is participating in the Tendering process pursuant to and in accordance with the terms of this document. The word "Tenderer" is synonymous with "Bidder".
- iii. "Bid Security/ Earnest Money" shall mean the amount to be deposited by the Bidder with the Tender.
- iv. "Performance Guarantee" shall mean the amount to be paid by the Successful Tenderer as per relevant clause mentioned elsewhere.
- v. "Purchaser / Consignee" means the organization/person to whom the goods are required to be delivered as specified in the Contract. If the goods are required to be delivered to a person as an interim consignee for the purpose of dispatch to another person as provided in the Contract then that "another" person is the consignee, also known as ultimate consignee.
- vi. "The Contract Period" means period starting from the date of start of work onward to last date of Warranty.
- vii. "The Contract Price" means the price payable to the Contractor under the Contract for the full and proper performance of its contractual obligations.
- viii. "Contract Agreement" shall mean the agreement to be signed between the Successful Tenderer and the competent authority of KSWDC.

#### **TERMS & CONDITIONS**

#### 1. <u>Instruction to Bidders</u>

1.1 The bids are invited on **single stage bidding process basis**. The bid will constitute of Technical bid and Financial bid. Both Technical bid and Financial bid are to be submitted in a single sealed envelope. Technical bid along with EMD cover & Financial Bid should be kept in a single cover super scribed with tender reference number.

Note: The financial bid should be submitted in the format given in Annexure IV – Price Schedule.

- 1.2 The bids are invited for the supply & Installation of Optimiser (24 Units x 2Nos) for KSWDC as per specification, product details and quantities given in the bid document. The bidder who satisfies the eligibility criteria detailed in the tender enquiry document is eligible to participate in the tendering process. The bidder should not have been blacklisted / barred by KSWDC or any Central/ State Government Department/Autonomous Body/PSU in last five years from the original last date of submission of the bid.
- 1.3 Bidders can send their queries and clarifications to address given in clause 1.4, up to three days prior to the due date of bid submission.
- 1.4 Bids shall be addressed in the name of

Managing Director,

The Kerala state Women's Development Corporation Ltd,(KSWDC)

First Floor, Transport Bhavan,

East Fort, Thiruvananthapuram

Due date for submission of the bid will be 08/06/2021 15:00 Hrs. The technical bid will be opened on 09/06/2021 at 15:00 hrs.

- 1.5 Bids shall be valid for 90 days from the date of bid opening.
- 1.6 The bidder should quote for **ALL** items in the Schedule of Requirement with complete technical specification, make, and certifications as applicable to facilitate evaluation.

#### 2. Mode of submission of Bids

The following documents have to be submitted along with the bid:

- **a.** Tender processing fee of Rs.1770/- (incl. of GST) in form of **demand draft/ banker's cheque from any scheduled commercial bank** in favor of "KSWDC" payable at Thiruvananthapuram
- b. EMD (Earnest Money Deposit) in the form of crossed demand draft/banker's cheque from any scheduled commercial bank in favor of "KSWDC" payable at Thiruvananthapuram, for Rs. 10,815/-

**NOTE: a.** The EMD shall be valid for 45 days beyond bid validity period from the date of tender opening, i.e 135 days

- **c.** Bid document bearing signature and seal of the bidder in all pages
- **d.** Annexure: I (Bid Data sheet)
- **e. Annexure: II** (Past experience, including previous Purchase Order copies, and Satisfactory Certificates from customers).
- **f.** Annexure: III (Bid Form )
- **g.** Annexure: IV (Financial bid in the prescribed format)
- **h.** All other supporting documents (as mentioned in clause 3) and certificates substantiating the bidder's eligibility shall be attached.
- 2.1 The documents shall be enclosed in a sealed envelope super scribing "Limited Tender for supply & Installation of Optimiser (24 Units x 2Nos) for KSWDC, Tender REF No: KSWDC/EA3 / PURCHASE/675/2021 DATED 02/06/2021"
- 2.2 The envelope shall be addressed to the

Managing Director,
The Kerala state Women's Development Corporation Ltd,(KSWDC)
First Floor, Transport Bhavan,
East Fort, Thiruvananthapuram

2.3 Any bid received after the stipulated time period shall be considered as late tender and will be rejected.

#### 3. Minimum Eligibility Criteria

The bidder who satisfies the following eligibility criteria detailed in the tender enquiry document is eligible to participate in the tender process.

- a. The Bidder should be in the business of manufacture or supply storage system in India for more than 3 years as on 30.04.2020. (This should be supported by the Certificate of Registration issued under the Companies Act by a competent authority.)
- b. Experience of having successfully completed works during the last 7 years ending last day of the month previous to the one in which applications are invited. The works completed upto previous day of last date of submission of tenders shall also be considered.

i. Three similar works each costing not less than amount equal to 40% estimated cost put to tender

Or

ii. Two similar works each costing not less than amount equal to 60% estimated cost put to tender

Or

iii. One similar work costing not less than amount equal to 80% estimated cost put to tender

Similar Work means "Supply & Installation of Optimiser / Compactor-Storage System"

- c. Purchase orders and satisfactory installation certificates from customers as proof of the same shall be submitted.
- d. Turnover: Average annual financial turnover should be at least 50% of the estimated cost put to tender during the immediate last three consecutive financial year ending 31<sup>st</sup> March, 2020. The turnover should be of the Bidding Company and not for Group Company or subsidiary company etc.
- e. Profit/ loss: The bidder should not have incurred any loss (profit after tax should be positive) in more than Two years in last three years ending FY2019-20. This should be duly certified by the Chartered Account.
- f. Those who had done work/doing work for KSWDC shall produce completion/progress certificate from the Engineer in charge that the performance of work done/ Optimiser installed by them is Good or above. This is mandatory.
- g. The Tenderer should be the manufacturer/Authorised service provider for Optimiser/Compactor-Storage System.

If the Tenderer is quoting on behalf of OEM brand equipment the Tenderer shall be an authorized dealer of the brand and should be in legal agreement with OEM. The Tenderer should give an undertaking in writing in the company's letterhead duly signed by the authorized representative at the time of submission of the tender that in case the tender is awarded in favour of the Tenderer, they have to produce Copy of the authorised dealer certificate issued by the OEM valid as on the tender submission date. Failure to produce such authorised dealer certificate will result in cancellation of the order. (Format as in ANNEXURE –V)

#### 4. Bid Evaluation

Bid determined to be substantially responsive will be checked by KSWDC for any arithmetic errors and the same will be corrected as follows:

- a. Where there is a discrepancy between the rates in figures and in words, the rates in words will prevail.
- b. Where there is a discrepancy between the unit price and the total price resulting from the multiplying the unit price by the quantity, the unit price as quoted shall prevail.

Tenders, where prices are quoted in any other way shall be treated as non-responsive and rejected.

#### 5. Tender Price & Documents

- a) Rates quoted should be inclusive of applicable taxes and duties excluding GST, including all materials, tools/equipments/ labour charges, conveyance to site, handling charges, loading and unloading charges, hiring charges, clearing of debris, statutory payments etc complete. GST will be reimbursed by client at actuals. The prices should be quoted in the Price Schedule given as Annexure-IV
- b) All Materials, Equipment/Tools required for the work should be arranged by the contractor and brought to site for the timely completion of the work, at his own cost.
- c) The materials used shall be as per specification and of good quality.
- d) At his own cost, the Contractor has to arrange necessary insurance coverage for the machine, workmen etc. deployed by him and shall arrange all safety measures to protect his workmen and also the properties of client.

#### Distribution of Dispatch Documents for Clearance/Receipt of Goods

The supplier shall send all the relevant despatch documents well in time to the KSWDC, to enable the KSWDC clear or receive (as the case may be) the goods in terms of the contract.

Within 24 hours of despatch, the supplier shall notify the KSWDC, and others concerned if mentioned in the contract, the complete details of despatch and also supply the following documents to be submitted as per the instruction of purchaser:

- I. Three copies of supplier's invoice showing contract number, goods description, quantity, unit price and total amount.
- II. Two copies of packing list identifying contents of each package.
- III. Insurance Certificate wherever applicable
- IV. Manufacturers/Supplier's Quality certificate & In-house inspection certificate.
- V. All OEM CDs and Literature
- VI. Warranty certificate

#### 6. Rejection of bids

Notwithstanding the above conditions, KSWDC reserves the right to accept or reject any offer, and to annul the tender process and reject all offers, at any time prior to award of Contract without thereby incurring any liability to the affected Bidder or Bidders or any obligations to inform the affected Bidder or Bidders of the grounds for KSWDC's action.

#### 7. Notification of Award

- 7.1 Prior to the expiry of the period of Bid Validity, KSWDC will issue the Letter of Acceptance to the Successful Bidder, notifying him of being declared successful and the intent to sign the Contract Agreement with him. This letter (hereinafter and in the Conditions of Contract called 'the Letter of Acceptance') shall mention the sum which KSWDC, will recommend to pay to the Contractor in consideration of the completion and guarantee of the work to be performed by them, as prescribed therein (hereinafter and in the conditions of Contract called 'the Contract Price'). No correspondence will be entertained by KSWDC from the unsuccessful Bidders.
- 7.2 The Letter of Acceptance shall constitute a part of the Contract.
- 7.3 Upon submission of Performance Guarantee by the Successful Bidder, KSWDC will promptly notify the other Bidders and discharge/ return their Bid securities.
  - i. Signing of Agreement
  - a. KSWDC shall prepare the Contract Agreement as per Annexure VI included in this document, duly incorporating all the terms of agreement between the two parties. Within 10 days from the date of issue of the Letter of Acceptance the Successful Bidder will be required to execute the Contract Agreement.
  - b. Prior to the signing of the Contract Agreement, the Successful Bidder shall submit Performance Guarantee.
  - c. The Contract Agreement shall be duly signed by the KSWDC and the Contractor through their authorized signatories.
  - d. In case the Successful Bidder does not sign the Contract Agreement, KSWDC reserves the right to cancel the selection process, forfeit any Bid Security

- and/or Performance Guarantee, as the case may be, submitted by the Successful Bidder and either re-Bid or proceed in any manner that it may deem fit.
- e. Contract agreement will be signed by the authorized signatories.

#### 8. PAYMENT SCHEDULE:

Payment shall be made as specified in the contract in the following manner:

	100% payment within 15 days from the
On supply & Installation of Optimiser (24	date of completion of supply &
Units x 2Nos) at the desired location	installation of Optimisers and final
	acceptance by KSWDC Representative

#### 9. TAXES AND OTHER LEVIES

The quoted price shall be inclusive of all applicable taxes and duties excluding GST.

#### 10. PERFORMANCE GUARANTEE

The Contractor, whose tender is accepted, will be required to furnish performance guarantee 3% (Three Percent) of the contract price within 7days of issue of LOA. This guarantee shall be in the form of Bank Guarantee of any scheduled commercial bank based in India, in favour of "Managing Director, KSWDC" as per Annexure VII. Performance Bank Guarantee to be valid till the completion of **contract period as per clause 12.2** or the extended period, thereof.

#### 11. ADDITIONS/DELETIONS

- 11.1 KSWDC shall have the right to direct in writing for changes, additions, modifications or deletions in the quantity and specification or any part of the supply and to request in writing additional work in connection therewith and the Bidder shall comply with such directions.
- 11.2 The Bidder shall not make any deviations, alterations, additions, to or omissions from the work shown/described and awarded to the Bidder except through and with proper approval of KSWDC.

#### 12. TIME SCHEDULE

12.1. The day of commencement of project will be reckoned from the date of issue

- of Purchase order/Letter of Acceptance.
- 12.2 The Completion period for the Supply & Installation of Optimiser (24 Units x 2Nos) to the satisfaction of KSWDC is 30 days from the date of Purchase order/Letter of Acceptance. The Contract period starts from the date of start of work onward to last date of Warranty.
- 12.3 The supply shall be carried out with all due diligence and as per the time schedule specified above. In case of any delay/default, of the Bidder to adhere to the agreed time schedule, KSWDC shall recover the liquidated damages from the Bidder at the rate of 0.5% (Zero point Five percent) of the total amount of fee per week of delay of any activity subject to a maximum of 5% (Five percent) of the total order value. However if there is a purposeful delay by the Bidder, KSWDC reserves all rights to terminate the contract and get the full supply executed at his risk and cost.

#### 13. EXTENSION OF TIME

- 131 To adhere to the above mentioned time schedule the Bidder shall provide on demand necessary documents, information and certificates/undertakings to KSWDC. Any delay in supplying the requisite documents and delay due to any other cause beyond the control of the Bidder shall be considered for grant of extension of time. If the Bidder require extension of time, they shall intimate in writing to KSWDC within 3 days of the occurrence of such hindrance/delay, along with proper documents.
- 13.2 KSWDC after satisfying itself about the reasonableness of grounds may grant extension of time, if it is justified and communicate the same in writing. Whenever such extension of time is granted, it would be without prejudice to the rights of KSWDC for any penal action to the extent of the delay attributable to the Bidder. Any extension of time granted as stated above shall neither entitle the Bidder to any claim for increase in their fees nor shall it release him from any of the obligations under the said agreement.

#### 14. ABANDONMENT OF SUPPLY & INSTALLATION

14.1 If the Contractor/Bidder/ supplier abandons the supply for any reason

whatsoever or becomes incapacitated as aforesaid, KSWDC shall forfeit/en-cash the Earnest Money Deposit And /or Performance Guarantee. KSWDC shall be at liberty to make full use of all or any of material supplied by the Bidder/ supplier. The Bidder/ supplier shall also be liable to refund all the charges paid to him up to date plus such damages as may be assessed by KSWDC including the recovery of liquidated damages.

14.2 Provided, however, that in the event of the termination of the agreement under proper notice as provided in the clause hereinafter, the Bidder shall be liable to refund any excess payment made to him over and above, which is due to him in accordance with the terms of this agreement, for the supply executed by him till the date of termination of agreement.

#### 15. SUPPLY QUALITY & WARRANTY

- 15.1 The bidder shall give warranty for the supply, quality, packing, validity and integrity of specifications mentioned in the bid and provide with necessary certificate of analysis for each batch and lot.
- 15.2 The comprehensive warranty period shall be for 18 months from the date of taking over of the work by KSWDC. The warranty shall include all spares, labour and preventive maintenance from the date of completion of the satisfactory installation and acceptance till warranty period.
- 15.3 KSWDC may recover the loss from the dues of the Bidder in case of failure to comply with the above clause.

#### 16. DETERMINATION AND RESCISSION OF TERMS & CONDITIONS

When the Bidder have made himself liable for action under any of the clauses aforesaid, KSWDC shall have powers:

- a) To rescind the agreement.
- b) To engage another Bidder to carry out the balance supply debiting the Bidder the extra amount, if any, so spent for getting the balance supply done. This amount would be in addition to the recovery of liquidated damages.

#### 17. GENERAL

- 17.1 The Bidder shall be fully responsible for the technical soundness of the material and also ensure that the material is supplied as per the specifications.
- 17.2 The Bidder hereby agrees that the charges to be paid as provided herein (clause 3) will be in full discharge of functions to be performed by him and no

- claim whatsoever shall be made against KSWDC in respect of any proprietary rights or copy right on the part of any other party relating to plans, models and drawings.
- 17.3 The Bidder shall indemnify and keep indemnified KSWDC against any such claims and all costs and expenses paid by KSWDC in defending such claims to be borne by the Bidder.
- 17.4 KSWDC shall have the right to take out any of the activities, which in the opinion of KSWDC is not being performed by the Bidder with due diligence, and within the agreed time schedule, and which can be performed independently. The fees or the expenses incurred shall be debited to the Bidder.

#### 18. SETTLEMENT OF DISPUTES

- 18.1 All disputes or differences whatsoever arising between the parties out of or relating to the Bidder services, meaning and operations or effect of this contract or the breach thereof shall be settled by arbitration. Matters to be arbitrated upon shall be referred to a sole Arbitrator, to be appointed by Managing Director, KSWDC and the award made in pursuance thereof shall be binding on the parties. Such arbitration shall be governed by the Indian Arbitration and Conciliation Act 1996, as amended.
- 18.2 The place of arbitration shall be at Thiruvananthapuram.

## ANNEXURE- I BID DATA SHEET (to be filled and submitted)

S.no	Description	Details
1	Bid reference number	REF No: KSWDC/EA3 / PURCHASE/675/2021 DATED 02/06/2021
2	<b>Due date for submission</b>	08/06/2021, 15.00 hrs
3	Name & Address of bidder	
5	Year of establishment	
6	Type of the firm	Public Ltd/Pvt Ltd./Partnership/Regd firm
8	Name & Address of Directors/Partners	<ol> <li>2.</li> <li>3.</li> </ol>
7	PAN Number	
8	<b>Contact Phone-Office</b>	
9	Cell	
10	Email	
11	Copy of MOA/partnership deed/Registration	Attached/Not Attached
12	Copy of PAN of Directors/Partners	Attached/Not Attached
13	Latest IT return statement	Attached/Not Attached
14	Past two years P&L, Balance Sheet	Attached/Not Attached
15		ly sealed and signed by the authorized person
16	Power of Attorney/ Authorization to sign the bid	Attached/not Attached
17	Manufacturer authorization letter	Attached/not Attached
18	EMD (in favor of KSWDC in the form of Demand Draft / Banker's cheque from a Nationalized or Scheduled bank in favour of "Managing Director, KSWDC", payable at Thiruvananthapuram)	Attached/Not Attached
19	Performance Bank Guarantee in the form of Bank Guarantee of any scheduled commercial bank based in India, in favour of "Managing Director, KSWDC"	Attached/Not Attached

#### **ANNEXURE-II**

### **Details of previous Supply & Installation of Optimiser in last THREE years**

		Supply Details		
Sl. No.	Name and location of Supply	Details of the items supplied (Make & Model)	Quantity supplied and Date	Supply Value (Rs.)
1				
2				
3				
4				
5				
6				

<sup>\*</sup>Purchase order and satisfactory Installation Certificate copies from the Clients are to be attached.

#### **ANNEXURE-III**

#### TENDER REF No: KSWDC/EA3 / PURCHASE/675/2021 DATED 02/06/2021 BID FORM

Having examined the bidding documents, including amendments of which is hereby acknowledged, we, the undersigned, offer to execute the contract including the supply and installation of Optimiser in full conformity with the said bidding documents for the sum of:

In Fig: IN WORDS:

(Hereinafter called "the Total Bid Price") or such other sums as may be determined in accordance with the terms and conditions of the Contract. The above amounts are in accordance with the Price Schedules attached herewith and are made part of this bid.

We undertake, if our bid is accepted, to execute the contract in accordance with the delivery schedule specified in the schedule of requirements.

If our bid is accepted, we undertake to provide a performance |Guarantee in the form, in the amounts, and within the times specified in the Bidding Documents.

We agree to abide by this bid, for the Bid Validity Period specified in the Bid Data Sheet and it shall remain binding upon us and may be accepted by you at any time before the expiration of that period.

Until the formal final Contract is prepared and executed between us, this bid, together with your written acceptance of the bid and your notification of award, shall constitute a binding Contract between us. We understand that you are not bound to accept the lowest or any bid you may receive.

Signed by:
In the capacity of

Dated:

#### ANNEXURE IV

## PRICE SCHEDULE

SL NO	DESCRIPTION	QUANTITY	UNIT	RATE (IN WORDS & FIGURES)	AMOUNT (IN WORDS & FIGURES)
1	Single Face Static Unit with Track as per specification	2.00	Еасн		
2	Single Face Movable Unit with Track as per specification	2.00	EACH		
3	Double Face Movable Unit with track as per specification	6.00	Еасн		
	TOTAL AMOUNT				

TOTAL AMOUNT			
NB: Unit price shall be written in figures and	words		
Total Tender price in Rupees:IN WORDS:			
Note: -			
<ol> <li>If there is a discrepancy betwee prevail.</li> </ol>	n the unit price and total pri	ce THE UNIT PRICE	E shall
NAME			
BUSINESS ADDRESS			
PLACE:	SIGNATUR	RE OF TENDERER	
DATE:	SE	AL OF THE TENDERE	ER

#### ANNEXURE – V MANUFACTURER'S AUTHORISATION FORM

To Managing Director, The Kerala state Women's Development Corporation Ltd.(KSWDC) First Floor, Transport Bhavan, East Fort, Thiruvananthapuram Dear Sirs, Ref. Your TE document No \_\_\_\_\_\_, dated \_\_\_\_\_ \_\_\_\_\_ who are proven and reputable manufacturers \_\_\_\_\_(name and description of the goods offered in the tender) having of factories at\_\_\_\_\_ hereby \_(name and address of the agent) to submit a tender, Messrs process the same further and enter into a contract with you against your requirement as contained in the above referred TE documents for the above goods manufactured by us. We further confirm that no supplier or firm or individual other than Messrs. \_ (name and address of the above agent) is authorised to submit a tender, process the same further and enter into a contract with you against your requirement as contained in the above referred TE documents for the above goods manufactured by us. WE ALSO HEREBY EXTEND OUR FULL WARRANTY AS APPLICABLE AS PER CLAUSE 15 OF THE TERMS & CONDITIONS OF CONTRACT, READ WITH MODIFICATION, IF ANY, IN THE SPECIAL CONDITIONS OF CONTRACT FOR THE GOODS AND SERVICES OFFERED FOR SUPPLY BY THE ABOVE FIRM AGAINST THIS TE DOCUMENT. WE ALSO HEREBY CONFIRM THAT WE SHALL BE OVERALL RESPONSIBLE FOR THE TIMELY DELIVERY OF THE EQUIPMENT, INSTALLATION, AS PER THE REQUIREMENTS STIPULATED AND AGREED IN THE TENDER ENQUIRY DOCUMENT. Yours faithfully Signature with date & designation For & on behalf of M/s.....

- [Name & address of the manufacturers] *Note:* 
  - 1. This letter of authorisation should be on the letter head of the manufacturing firm and should be signed by a person competent and having the power of attorney to legally bind the manufacturer.
  - 2. Original letter may be sent.

#### FORM OF AGREEMENT

(On a stamp paper of value as per prevailing Kerala stamp act)

(KSWDC) which	is made aton the day of 2021 between
Second Part	
1956 having He	ad Office at, (hereinafter called the "Contractor" which expression unless
repugnant to the the <b>Second Par</b>	e context shall mean and include its successors-in-interest assigns etc.) of <b>t</b> .
herei	nt is desirous that certain works should be executed, for nafter called the "The Project" and has accepted a Tender submitted by or the execution and completion of such works as well as guarantee of the remedying of defects therein.
NOW THIS AG	REEMENT WITHNESSTH as follows:
1.	In this agreement words and expression shall have the same meanings as are respectively assigned to them in the Conditions of Contract hereinafter referred to.
2.	The following documents shall be deemed to form and be read and constructed as part of this agreement Viz. <b>Technical and Financial bids submitted by bidder</b> .
All the o	correspondence till award of contract i.e. addendum, LOA etc.
3.	In consideration of the payment to be made by KSWDC engineer in charge to the Contractor as hereinafter mentioned, the Contractor hereby covenants with Client/KSWDC to executed and complete the Project by and remedy and defects therein in conformity in all respects with the provisions of the Contract.
4.	Whereas KSWDC has accepted bid/ negotiated Bid for the above mentioned work for an amount of Rs (Rupees Only). The above bid/ negotiated bid amount is inclusive of all prevailing taxes including Goods and Services Tax, Building and other Construction Workers welfare Cess and any other applicable statutory taxes, levies as per terms & conditions of Bid document.
5.	KSWDC hereby covenants to recommend to Client for payment to the Contractor in consideration of the execution and completion of the Project and the remedying of defects therein, the total Contract Price of

only)
being the sum stated in the letter of Acceptance (LOA) subject to such
additions thereto or deductions there from as may be made under the
provisions of the Contract at the times and in the manner prescribed by
the Contract

#### 6. OBLIGATION OF THE CONTRACTOR

The Contractor shall ensure full compliance with tax laws of India with regard to this Contract and shall be solely responsible for the same.

IN WITHNESS OF WHEREOF the parties hereto have caused their respective common seals to be hereunto affixed / (or have hereunto set their respective hands and seals) the day and year first above written.

FOR AND ON BEHALF OF THE CONTRACTOR SIGNED, SEALED AND DELIVERED	FOR AND ON BEHALF OF THE KSWDC SIGNED, SEALED AND DELIVERED
SIGNATURE OF THE AUTHORIZED OFFICIAL	SIGNATURE OF THE AUTHORIZED OFFICIAL
NAME OF THE CONTRACTOR	NAME OF THE OFFICIAL
STAMP / SEAL OF THE CONTRACTOR	STAMP/SEAL
IN THE PRESENCE OF:	
WITNESS	WITNESS
NAME	NAME
Address	Address

#### ANNEXURE VII

#### FORM OF PERFORMANCE BANK GUARANTEE

(On a stamp paper of appropriate value from any Nationalised Bank or Scheduled Bank) To,

Managing Director, The Kerala state Women's Development Corporation Ltd,(KSWDC)

First Floor, Transport Bhavan, East Fort, Thiruvananthapuram Dear Sir, In consideration of the KSWDC for the Supply and Installation of the Optimiser (24 Units x 2Nos) for the building portion taken on rent by KSWDC at Transport Bhavan, East fort, Trivandrum (Phase-II) which expression shall include his successor and assignees, (herein after called KSWDC) having awarded to------ having its Registered Office at ----- (hereinafter referred to as "the said Contractor (s)", which expression shall include his successor and assignees) for the work of Supply and Installation of the Optimiser (24 Units x 2Nos) for the building portion taken on rent by KSWDC at Transport Bhavan, East fort, Trivandrum (Phase-II) a Tender No. -----in terms interalia, of the and the General Conditions of Contract and upon the condition of the Contractor's furnishing Security for the performance of the Contractor's obligations and discharge of the Contractor's liability under and in connection with the said Contract up to a sum of Rs.----------Rupees ------) amounting to 3% percent of the total Contract Price. (hereinafter called `The 1. Bank' which expression shall include its successors and assignees) hereby jointly and severally undertake to guarantee the payment to the KSWDC in rupees forthwith on demand in writing and without protest or demur or any and all moneys payable by the Contractor to the KSWDC in respect of or in connection with the said Contract inclusive of all the KSWDC's losses and damages and costs,

Rs.\_\_\_\_\_only). Bank Ltd. further agree that the KSWDC shall be 2. sole judge of and as to whether the said Contractor has committed any breach or breaches of any of the terms and conditions of the said Contract and the extent of loss, damage, cost, charges and expenses caused to or suffered by or that may be caused to or suffered by the KSWDC on account thereof and the decision of the KSWDC that the said Contractor has committed such breach or breaches and as to

(inclusive between attorney and KSWDC) charges and expenses and other moneys payable in respect of the above as specified in any notice of demand made by the KSWDC to the Bank with reference to this guarantee upto an aggregate limit of

- the amount or amounts of loss, damage, costs, charges and expenses caused to or suffered by the KSWDC from time to time shall be final and binding on us.
- 3. The KSWDC shall be at liberty without reference to the Bank and without affecting the full liability of the Bank hereunder to take any other Security in respect of the Contractor's obligations and liabilities hereunder or to vary the Contract or the work to be done there under vis-a-vis the Contractor or to grant time or indulgence to the Contractor or to reduce or to increase or otherwise vary the prices of the total Contract value or to release or to forbear from enforcement of all or any of the Security and/or any other Security(ies) now or hereafter held by The KSWDC and no such dealing(s) reduction(s) increase(s) or other indulgence(s) or arrangements with the Contractor or release or forbearance whatsoever shall absolve the bank of the full liability to the KSWDC hereunder or prejudice the rights of the Employer against the bank.
- 4. This guarantee shall not be determined or affected by the liquidation or winding up, dissolution, or change of constitution or insolvency of the Contractor but shall in all respects and for all purposes be binding and operative until payment of all monies payable to the KSWDC in terms thereof.
- 5. The bank hereby waives all rights at any time inconsistent with the terms of this guarantee and the obligations of the Bank in terms hereof shall not be anywise affected or suspended by reason of any dispute or disputes having been raised by the Contractor stopping or preventing or purporting to stop or prevent any payment by the Bank to the KSWDC in terms hereof.
- 6. The amount stated in any notice of demand addressed by the KSWDC to the Bank as liable to be paid to the KSWDC by the Contractor or as suffered or incurred by the KSWDC on account of any losses or damages or costs, charges and/or expenses shall be conclusive evidence of the amount so liable to be paid to the KSWDC or suffered or incurred by the KSWDC as the case may be and shall be payable by the Bank to The Employer in terms hereof.
- 7. This guarantee shall be a continuing guarantee and shall remain valid and irrevocable for all claims of the KSWDC and liabilities of the Contractor arising upto and until midnight of\_\_\_\_\_\_.
- 8. This guarantee is valid till \_\_\_\_\_\_\_(date to be mentioned) (sixty days beyond the stipulated date of contract period or the extended period, thereof.)
- 9. This guarantee shall be in addition to any other guarantee or Security whatsoever that the KSWDC may now or at any time anywise may have in relation to the Contractor's obligations/or liabilities under and/or in connection with the said Contract, and the KSWDC shall have full authority to have recourse to or enforce this Security in preference to any other guarantee or Security which the KSWDC may have or obtain and no forbearance on the part of the KSWDC in enforcing or requiring enforcement of any other Security shall have the effect of releasing the Bank from its full liability hereunder.
- 10. It shall not be necessary for the KSWDC to proceed against the said Contractor before proceeding against the Bank and the Guarantee herein contained shall be enforceable against the Bank notwithstanding that any Security which The KSWDC

	may have obtained or obtain from the Contractor shall at the time when proceedings are taken against the said bank hereunder be outstanding or unrealised.
11.	We, the said Bank undertake not to revoke this guarantee during its currency except with the consent of the KSWDC in writing and agree that any change in the constitution of the said Contractor or the said bank shall not discharge our liability hereunder.
12.	We the said Bank further that we shall pay forthwith the amount stated in the notice of demand notwithstanding any dispute/difference pending between the parties before the arbitrator and/or that any dispute is being referred to arbitration.
13.	Notwithstanding anything contained herein above, our liability under this guarantee shall be restricted to Rs (Rupees) and this guarantee shall remain in force till and unless a claim is made on us within 3 months from that date, that is before all the claims under this guarantee shall be forfeited and we shall be relieved of and discharged from our liabilities there under.
Notwithstanding anything contained herein above:	
(1	Our liability under this Bank Guarantee shall not exceed Rs
Date	d day of2021
	For and on behalf of Bank.
	Issued under seal :

#### TECHNICAL SPECIFICATIONS OF MOBILE STORAGE COMPACTOR/ OPTIMISER (24 Units x2nos)

#### **General Application:**

Mobile storage system is completely knock down product with chain drive mechanism It consists of following storage units

#### (A) MECHANICAL THREE BAY DEEP

- 1. Single faced Static / fixed Unit of size 2130H X 2745W X 457D (mm.) -02 No
- 2. Single faced Movable unit of size 2130H X 2745W X 457D (mm.) -02 No
- 3. Double faced Movable unit of size 2130H X 2745W X 914D (mm.) 06Nos

Overall height of compactor from ground level to compactor top panel = 2130mm. (i.e. 1980mm. Body + 85mm. Base frame + 45mm. Track & moving clearance) Load bearing capacity per shelf – 80-85Kgs.

Body is made of prime quality Pre-coated sheet of 0.8mm. thick with protective film, material is conformed to IS 14246 & DFT of pre-coating is appox. 40-45 microns.

Weldless multiple bends body with complete knock down & inbuilt upright in front panel. Back panel of the body is in two parts for achieving more strength of the body. Central partition (Shear side) is made of two parts one is side panel & second one is vertical channel which are joint by special clinching process i.e. a process which is used for joining two parts by pressing it pneumatic pressure.

**SHELF WITH 10 –FOLDS**: Shelf with 10 folds for better strength & better load bearing capacity.

It should be made of prime quality Pre-coated sheet of 0.8mm. thick conformed to IS 14246 with protective film.All the shelves are adjustable at 25mm. pitch. Each body is with 5-compartments with 4-adjustable shelves.

<u>ADJUSTABLE SHELVE BRACKETS</u>: Adjustable Shelf brackets of HR-14G (material is confirmed to IS 2062/ IS 1079) are providing at all 4-corners of the shelf.

<u>RUBBER/PVC STUD</u>: Protective rubber/pvc stud are provided in between bodies to avoid any chance of damages and minimize noise emission and prevent scratches during movement of respective bays.

#### **DRIVE MECHANISM:**

Each compactor unit should runs on a pair of rails supported on 1 pair of wheels & 1 pair of bearings of 6302 ZZ. All compactor models are guided by 4 bearing of 6202 ZZ of reputed make for equivalent running in between rail channel of 'J' section.

#### **RIGID BASE FRAME:**

Rigid frame of welded construction, heavy duty made of hot rolled sheet (H.R. Sheet) Conformed to IS 2062/ IS 1079 with 3.15mm thickness and capable of taking specified load and capable of being drive without getting distorted. High degree of manufacturing accuracy maintain to ensure minimum distortion and warping in the frame consequently, the base frame remain easily movable even while carrying full loads.

A pair of M.S. wheels & a pair of anti-frictional ball bearing are fitted in every base frame for smooth & easy drive.

Each Base frame /Trolley has required nos. of Plummer block bearing. All bearing Is of self-aligned, maintenance free, self-lubricating type and sealed for life.

**SMOOTH & SIMPLE DRIVE MECHANISM**: The drive mechanism is working on chain & sprocket system and special grade antifriction bearing to have smooth and effortless movement.

- 1) Each mobile unit has 2nos. of Mild steel wheels & 2nos. self-aligned ball bearings.
- 2) The drive mechanism comprises of sprocket chain type arrangement.
- 3) The chain used are high quality material.
- 4) The drive mechanism is provided on the external front side of the compactor system.
- 5) The drive mechanism is concealed from all sides.

#### **ANTI-TOPPLE MEASURE:**

The anti-topple system prevents the body from toppling and act as a safety device.

## ROUND COMFORTABLE PU-HANDLE WITH THREE ARMS & HOLDING BAR FOR EASY DRIVING AND SAFETY LOCKING :-

High quality PU handle of diameter 320mm. provided with three attractive arms & holding bar for easy drive. The Safety lock is aluminium casted spring loaded knob type which is situated under the handle for easy locking at any position of unit.

Drive cover is made of 1mm. thick pre-coated or CRCA (conforming to IS 513) prime quality steel and of box type to cover the entire drive mechanism completely.

<u>GUIDE RAIL</u>: The guide rails is made of 25mm. high quality bright square bar housed in a `C' channel made of 2mm thick HR sheet (conforming to IS 2062/IS1079).

It has flanges on either side with ball bearing for free movement of compactor bodies. Guide rail is provided with stopper to stop derailment of unit & it is fitted in ground by grouting bolt.

Guide Rail to be grouted to the ground suitable by expansive bolts. The rail tobe placed in truly horizontally plane, for which necessary packing / sheathing may be adopted above the floor.

Rail will be fixed to the floor suitable by dash-fastners/ expansion bolts. The rails will be placed in truly horizontally plane, for which necessary packing/ shims will be used.

<u>MAIN LOCKING</u>: The system provided with locking on the last unit by locking stiffener in such a way as to ensure that when all the units are brought together and the lock is operated, it does not allow access to the units.

**AISLE SPACE**: Aisle Space inside of units is approx around 760mm.

**INDEXING ARRANGEMENT**: Transparent Acrylic indexes are provided on each front panel of the Compactor units for easy identification and retrieval.

**FASTENER**: galvanized / Zn Plated fasteners (nuts & bolts)

<u>ANTI RUST TREATMENT</u>: All the components of mobile units are pre-treated of 7-steps anti-corrosion treatment like degreasing, pickling, pasivation & phosphating before carrying out Powder coating.

Shot blasting is also using for pre-surface treatment.

**FINISHES:** All the body components are pre-coated with protective film in polyester finish,(minimum 40 mic) with RAL 9006 shade except the base frames, rail & lock box, which are powder coated in satin black shade. DFT of powder coated items are 40-65 microns.

**<u>DRAWING</u>**: In order to give an understanding of the requirement / installation, a drawing for reference is attached.

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