

SIDCO MARKETING CENTRE,

Industrial Estate,P.o. Manjeri Malappuram Dist. 676121 Phone & Fax: 0483 2766106 E-mail:sidcomanjeri@gmail.com

MTG/MPM/ 030/2024-25/05

05.07.2024

#### **TENDER NOTICE**

Sub:-Inviting Sealed Tender for the Supply of Air Cooler&Exhaust fan reg;

The Manager, SIDCO Marketing Centre, Industrial Estate, Kacheripady, Manjeri – 676121 invites Sealed Tenders for the Supply of Air Cooler&Exhaust fan

Tender documents and other tender details can be downloaded from the website:

Name of work	Supply of Air Cooler&Exhaust fan
PAC	11544/- (Including GST)
Tender Fee	500+GST
EMD	288/-
Last date and time for submission of Bid	15/07/2024 at 2.00 PM
Bid opening date and time	15/07/2024 at 3.30 PM

www.keralasidco.com

Sd/-

Manager,

Sidco Marketing Centre, Manjeri

# KERALA SMALL INDUSTRIES DEVELOPMENT CORPORATION LTD (KERALA SIDCO)

SIDCO MARKETING CENTRE, SIDCO Industrial Estate, Manjeri.

MalappuramDt. - 676121 Ph: 04832766106

Website: www.keralasidco.com

TENDERINVITED FOR THE SUPPLY OF AIR COOLER AND EXHAUST FAN Tender No: SMC/MJI/030/2024-25/05

#### KERALA SIDCO Ltd.

(An Under taking of Government of Kerala)

SIDCO Marketing Centre, Manjeri, Industrial Estate, Manjeri, MalappuramDt, 676121 (PIN) Ph: 04832 766106

## TENDER NO.SMC/MJI/030/2024-25/05 TENDER FOR THE SUPPLY OF AIR COOLER AND EXHAUST FAN

Signature of Tenderer	:				
Address	:				
Name of Tenderer	:				

Last date and time for Receipt of Tenders:15.07.2024at 2.00 PM

Bid Opening Date :15.07.2024at 3.30 PM

N.B: Tenders are addressed to The Manager, SIDCO Marketing Centre, Manjeri, Industrial Estate, Manjeri, MalappuramDt, 676121 Pin...

#### **ELIGIBILITY CRITERIA OF TENDERERS**

- 1. The tender is in two bid system viz Technical and Financial
- 2. The bidder have to submit the tenders in 2 covers superscribing our tender no and Tender name in sealed cover and should reach this office by hand or through speed post on or before the date mentioned in the website. The Tenders shall be submitted as specified below:

#### **COVER NO.1: TECHNICAL BID**

- i) Participating bidders should furnish self attested copies of all testimonials along with Bid.
- ii) Constitution of the firm i.e. attested copy of Certificate of MSME Registration of the firm, Udyog Adhaar Memorandum, Memorandum & Articles of Association, Partnership deed (if Propreitory firm, copy of Identity proof, Electoral card / Aadhar card duly attested).
- iii) The bidder should have valid GST registration, PAN etc. (Enclose self attested copy of the same).
- iv) Service Tax Registration where ever applicable (Enclose self attested copy of the same).
- v) The Tenderer should sign on all pages of the Tender Notice and Terms & Conditions and submit the same with the Technical Bid, as a token of acceptance of the terms and conditions, with office seal affixed along with cover one.
- vi) The bidder shall enclose the Specification details of the required items as per tender.
- vii) The EMD & Tender fee should be payable at Kerala SIDCO Ltd by the way of DD.
- viii) EMD & Tender Fee exemption is allowed for only MSME unit/PSU unit ,and unit having udyogAadharMemorandum

#### **COVERNO.2:FINANCIAL BID**

1. Bidders shall submit their lowest offer in a separate cover (The basic rates with split-ups of tax, transportation, installation, delivery charges) should be clearly mentioned.

## **SPECIFICATIONS**

SI. No.	Description	Quantity	Amount
1	Air Cooler	1	7181
2	Exhaust Fan	2	4363

Note: Bidders who quote for all items will be given preference

#### GENERAL TERMS & CONDITIONS OF TENDER

- 1. Every tender shall be made in English. Tender should be free from overwriting. All corrections and alterations should be duly self attested by the tenderer. The bidders shall sign and seal in all pages of the Tender Notice and Tender documents.
- 2. Tenders forwarded through e-mail or open cover will not be entertained.
- 3. Tenders sent without two Cover system is liable to be rejected.
- 4. Tenders received after the due date will not be considered.
- 5. Financial bids of those who technically qualified alone will be evaluated.
- 6. The item shall require.....year comprehensive onsite warranty (Copy of the same in letter head of firm/manufacturer has to be enclosed). Or Manufactures warranty in case of Computer/Electronic /Electrical Items/
- 7. In case of electronic goods/computer system and peripherals copy of the onsite warranty certificate copy from the manufacturer has to be submitted to Corporation.
- 8. The rates furnished by bidders shall be inclusive of statutory duties, all taxes, transportation, delivery and installation charges (taxes & Charges has to be clearly shown separately in the Financial Bid).
- 9. The successfull bidder has to execute an agreement as per the format specified in ANNEXURE –I(After award of Contract)
- 10. 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.
- 11. Delivery point at Malappuram District.
- 12. 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.
- 13. The assurance of quality, time bound supply, delivery and installation of the products/execution of works at customer site will be the sole responsibility of the bidder and they should ensure the same.
- 14. The Successful bidder on award of Purchase order based on the tender, has to return a copy of the same to SIDCO duly signed and sealed as token of acceptance.

- 15. The tender should be valid for a period of three months from the date of opening of tender
- 16. Transporting of materials to our customer site will be responsibility of the supplier and hence the prices shall be inclusive of transportation charges which has to be shown separately.
- 17. An agreement has to be executed between Kerala SIDCO and the successful bidder within seven working days after publishing the **Award of contract**.
- 18. 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.
- 19. The bidder should agree and give an undertaking that they will give onsite support through their local office/support centre/ arrangement in Kerala and keep it operational till the duration of warranty.
- 20. The assurance of quality, time bound delivery, supply and installation of the products/execution of works at customer site will be the sole responsibility of the bidder and they should ensure the same.
- 21. The Successful bidder on award of Purchase order based on the tender, has to return a copy of the same to SIDCO duly signed and sealed.
- 22. The successful tenderer shall submit the agreement in stamp paper and within the period specified in the letter of acceptance of his tender/supply order.
- 23. If the bidder fails to honor the Purchase/Work Order or fails to deliver the products/execution of works in time, the Corporation will make its own arrangement for supplying the products/execution of works at the cost of the bidder. If the Corporation incurs any loss in this account, the amount will be recovered from the bidder.
- 24. SIDCO 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 with in time limit as intimated by SIDCO.
- 25. Quality Complaints: Any kind of quality complaints, if noticed, will be made good from the bidder's bill or from any other amount due to the bidder from the Corporation or through other means which the Corporation thinks fit, including Revenue Recovery. It is the duty of successful bidder to prove that they have not caused any quality complaints of the product/execution of work, delivered to the customers of the Corporation.

- 26. The corporation will in no way indemnify against any eventualities arising out of low quality of products/work/service and punishments by the legal/statutory authorities due to negligence, wilful act on the part of the bidder or his representative engaged by the bidder. All such issues are to be solved by the Bidder at his own risk.
- 27. Disputes: All disputes in this regard, if any, will be settled by Arbitration. The venue of the Arbitration will be either in Thiruvananthapuram or Ernakulam. The Arbitrator will be appointed by the Managing Director of Kerala SIDCO Ltd. and the law will be Indian law and language will be in English.
- 28. Those who have been terminated or black listed by Govt. / Kerala SIDCO will not be able to participate in this tender.
- 29. Samples and specimens has to be provided as per the tender requirement wherever necessary.
- 30. Following documents are to be presented by the successful bidder for payment after Supply:
  - > Triplicates of invoices
  - Acceptance, Completion and Delivery certificate has to be produced from the customer department with specific remarks.
- 31. The rate offered must be valid for 60 days.
- 32. SIDCO shall make payment to successful bidder only after collecting sales proceeds and deducting the service charges. No interest is paid to bidder for belated payments from customer department.
- 33. The Earnest Money Deposit will not bear any interest.
- 34. The Manager/, Kerala SIDCO Marketing Centre, Manjeri reserves the right to accept or reject the tender/tenders without assigning any reason thereof.

Signature of issuing authority

Office address

### Ph:office No, Website: www.keralasidco.com

## **Tender Acceptance Form**

I/We agree to all above terms and conditions of the Tender No.
and Supply of
Name & Full address of the tenderer:
(withE-mailID&Mobile number)
Details of items offered against tender with catalogue if any:
Delivery period:
Warranty/Shelf Life:
Our bank details provided below
Bank Name:
Account No.
IFSC No.
Signature of the Tenderer with Seal
Place:
Date:

#### **BID FORM**

From,		
То,		
The M	Ianager/ Regional operation Head	
Office	Address	
Sir,		
Sub:		
Ref.T	ender No	
1.	Having examined the conditions of tender contract, the received acknowledged, I / we, undersigned, tender specifications refersaid terms conditions.	
2.	Bid submitted by us is properly sealed and prepared so as alteration and replacement.	to prevent any subsequen
3.	We understand that you are not bound to accept the lowest or a	any bid, you may receive.
4.	I / We affirm that I / We have enclosed the acceptance of al also all brochures detailing the technical specification of the Dated this	ne items quoted by me/us
	Signature of	
	In capacity of duly authorized to sign the bid for and on behalf	of
	Witness 1	Witness 2

#### (ANNEXURE-I TO BE FURNISHED IN Rs.200 STAMP PAPER)

## FORM OF AGREEMENT (For contract for supply of specific quantities)

AGREEMENT executed	<u> </u>	•
M/s		
The Manager, SIDCO		on behalf of Kerala SIDCO
Limited. (Hereinafter call the SIDCO)		
WHEREAS the Contractor has tender Government as per the Tender Notification I published at website: <a href="www.keralasidco.cor">www.keralasidco.cor</a> Agreement as if incorporated herein.	No	dated
AND WHEREAS the SIDCO has/ha article mentioned in the copy of the order att	-	accept the offer in respect of the
AND WHEREAS the Contractor has under this deed deposited Rs	•	•

#### NOW THESE PRESENTS WITNESS AS FOLLOWS

- 1. The contractor hereby declares that the goods sold to the buyer under this contract shall be of the best quality and workmanship and shall be strictly in accordance with the specifications as sample and particulars contained in the copy of the order attached herewith and the contractor hereby guarantees that the said goods would continue to conform to the description and quality aforesaid for a period of one year from the date of delivery of the said goods to the SIDCO and that notwithstanding the fact SIDCO may have inspected and/or approved the said good, if during the aforesaid period of one year the said goods be discovered not to conform to the description and quality aforesaid or have deteriorated (and the decision of SIDCO in that behalf will be final and conclusive) SIDCO will be entitled to reject the said goods or such portion thereof as may be discovered not to conform to the said description and quality. On such rejection, the goods will be at the Contractor's risk, and all the provisions herein contained relating to rejection of goods etc. shall apply. The contractor shall, if so called upon to do replace the goods etc. or such portion thereof as is rejected by SIDCO. Otherwise the Contractor shall pay to SIDCO such damages as may arise by reason of the breach of the condition herein contained. Nothing here in contained shall prejudice any other right of SIDCO in that behalf under this contractor or otherwise.
- 2. Request for enhancement of rates once accepted will not be considered except where SIDCO have, prior to the actual suppliers, expressly agreed in writing for any price variation under specified circumstances. Conditions of sales or other special terms and conditions if any printed on the quotation sheet of the contractor or attached with contractor's tender or any other letter or paper from the contractor will not govern this contract nor bind SIDCO in any manner whatsoever unless such terms have been expressly accepted by the SIDCO in writing.
- 4. The contractor agrees that time is the essence of this contract.
- 5. If the contractor defaults in the supply of all or any of the articles correctly and promptly as above SIDCO is at liberty to procure the same from elsewhere without canceling the contract as a whole. If SIDCO incur, in thus procuring such materials, higher cost than the agreed rate such excess cost may be deducted by SIDCO from the Contractor's bill or adjusted or otherwise realized from his security

deposit or recovered from him by other means. The contractor agrees that he shall not be entitled to claim the excess, if any of the tendered rates over such cost to SIDCO.

6.

- (a) The contractor agrees that final payment will be made only on production of tax clearance certificates relating to Sales Tax and Income tax by him.
- (b) All payments to the contractor for suppliers effected satisfactorily will be made scrutiny of his bills.
  - I. Either by cheques drawn on Government Treasuries.
  - II. Or by account payee cheque drawn on SIDCO's Bankers.
  - III. Or in the case of supplies from abroad by Drafts or otherwise as may be agreed to.
- (c) The firms will produce stamped pre-receipted invoices for payments.
- 7. All incidental expenses incurred by SIDCO for making payment outside the District in which the claim arises shall be borne by the contractor.
- 8. The contractor shall not assign or make over in part or wholly the contractor or the benefits or burdens thereof. The contractor shall not underlet or sublet the execution of the contract or any part thereof without the consent of SIDCO in writing SIDCO shall have absolute power to refuse such consent or rescind such consent (if given) at any time. The contractor shall not be relieved from his obligation, duty or responsibility under this contract even if consent to let or sublet is given by SIDCO.
- 9. Not withstanding the provisions contained in clause 4 SIDCO shall have the right to cancel the contract for any default on the part of the contractor in due performance thereof.
- 10. It shall be lawful for the SIDCO from and out of any moneys for the time being payable or due to the contractor from SIDCO under this contract or otherwise to set off any loss or expense, cost of damages, sustained or incurred by SIDCO by reason of the cancellation of the contract
- 11. The security deposit shall subject to the conditions specified herein be returned to the contractor within three months after the expiration of the contract, if the contractor has performed his obligation under the contract. In all cases where are guarantee for the goods supplied the security deposit will be released only after the expiry of the guarantee period.
- 12. The contractor agrees that any communication addressed to him may be handed over to him or his agent personally or left at his residence or place of business or may be sent by prepaid post to his address as mentioned in this deed.
- 13. The contractor agrees that all sums found due to SIDCO under or by virtue of these presents shall be recoverable from him and his properties movable and immovable under the provisions of the Revenue Recovery Act for the time being in force as though they are arrears of land revenue or in any manner as SIDCO may deem fit.
- 14. The contractor agrees that any sum of money due and payable to him from SIDCO shall be adjusted against any sum of money due to SIDCO from him under any other contracts.

shall be recovered either by initiating revenue recovery proceedings under the Revenue Recovery Act of through the courts at Ernakulam only.
IN WITNESS WHERE OF THE CONTRACTOR
name and address of the contractor and Shri
Manager/Special Officer/Sr. Manager SIDCO
SIGNATURE OF THE CONTRACTOR
In the presence of witnesses:
1
2
Signed, sealed and delivered by Shri.  Manager/Spl.Officer/Sr.Manager  (H.E.Name& Designation) for and on behalf of Kerala Small Industries Development Corporation Ltd, Thiruvananthapuram.
SIGNATURE OF THE
In the presence of witnesses.
1.
2.

15. It is mutually agreed that all amounts due to SIDCO toward damages or lose from the contractor