

KERALA SMALL INDUSTRIES
DEVELOPMENT CORPORATION
LTD (KERALA SIDCO)

SIDCO SALES EMPORIUM
ERNAKULAM
GANDHI NAGAR
KADAVANTHARA
KOCHI-682020

Website: www.keralasidco.com

TENDER INVITED FOR THE SUPPLY OF UPS
AT VETERINARY CENTRE EKM ,ERNAKULAM

TENDER NO.168



KERALA SMALL INDUSTRIES DEVELOPMENT CORPORATION LIMITED
(AN UNDERTAKING OF THE GOVERNMENT OF KERALA)

**MARKETING DIVISION, Trivandrum, PIN
695001**

SIDCO SALES EMPORIUM ERNAKULAM ,

Maveli Road near supplyco, Kadavanthra

Pin: 682020, PH: 0484-2203446

e-mail: sseekm@rediffmail.com

TIN : 32070375494 /GST:32AAACK9435C4ZT

SSEEKM/2023-24/MT-168

Dt: 06.01.2024

TENDER NOTICE

Sub:-Inviting Sealed Tender for the **UPS - reg**

The Manager SIDCO Sales Emporium, Ernakulam, Kerala Small Industries Development Corporation Limited Kadavanthra 682020 invites Sealed Tenders for the Supply of **UPS** from experienced and financially sound SIDCO Registered / Empaneled Suppliers.

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

www.keralasidco.com

Name of work	Supply of UPS
PAC	85601.00/-(tax included)
Quantity	Details in specification
Tender Fee	Rs.354.00/(tax included)
EMD	Rs.2140.00/-
Last date and time for submission of Bid	20.01.2024 at 2.00 PM
Bid opening date and time	20.01.2024 3.00 PM

MANAGER(SSE, ERNAKULAM)

<i>Sl no</i>	<i>Discription of work</i>	<i>Quantity</i>	<i>PAC</i>	<i>Rate</i>	<i>Amount</i>
1	UPS Exide 48V 3.5 KVA 24 months warranty	1 Nos.	23304.67		
2	Battery Exide 100 AH 36 Months Warranty(28% tax)	4 Nos.	40314.02		
3	Cabling and UPS Instalation charges	1 Nos.	5508.41		
	Total		69127.10		
	CGST	9% & 14%	8237.14		
	SGST	9% & 14%	8237.14		
	Grand total		85601.00		

KERALA SIDCO LTD
(An Under taking of Government of Kerala)
MANAGER
SIDCO SALES EMPORIUM,
KADAVANTHARA
GANDHINAGAR KOCHI -682020

TENDER NO. SSEEKM/2023-24/168

TENDER FOR UPS

Name of Tenderer :

Address :

Signature of Tenderer :

Last date and time for Receipt of Tenders : **20.01.2024 2.00 PM**

Bid Opening Date : **20.01.2024 at 3.00 PM**

**N.B: Tenders are addressed to: Manager,
SIDCO SALES EMPORIUM, KADAVANTHARA,
KOCHI-682020**

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
3. The MSME Unit registered / empanelled with Kerala SIDCO only can be participated in Tender.
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 Aadhaar Memorandum, Memorandum & Articles of Association, Partnership deed (if Proprietary firm, copy of Identity proof, Electoral card / Aadhar card - duly attested).
- iii) The bidder should have valid KVAT 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 have proven experience in the supply of such items (Work order copy & Completion certificate has to be enclosed)
- vii) The bidder shall enclose the Specification details of the required items as per tender.
- viii) The EMD & Tender fee should be payable at Kerala SIDCO Ltd by the way of DD.
- ix) EMD & Tender Fee exemption is allowed for only MSME unit/PSU unit ,and unit having udyog Aadhaar Memorandum

COVER NO.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.

TENDER CONDITIONS

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 successful 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. 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.
12. 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.
13. 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.
14. The tender should be valid for a period of three months from the date of opening of tender
15. 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.

16. An agreement has to be executed between Kerala SIDCO and the successful bidder within seven working days after publishing the **Award of contract**.
17. 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.
18. 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.
19. 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.
20. 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.
21. 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.
22. 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.
23. 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 within time limit as intimated by SIDCO.
24. 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.
25. 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.

26. 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.
27. Those who have been terminated or black listed by Govt. / Kerala SIDCO will not be able to participate in this tender.
28. Samples and specimens has to be provided as per the tender requirement wherever necessary.
29. 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.
30. The rate offered must be valid for 60 days.
31. 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.
32. The Earnest Money Deposit will not bear any interest.
33. The Manager/Regional Operation Head, Kerala SIDCO reserves the right to accept or reject the tender/tenders without assigning any reason thereof

Signature of issuing authority

MANAGER SSE ERNAKULAM, KERALA SIDCO
KADAVANTHARA
KOCHI -682020

Ph:0484-2203874, Website:www.keralasidco.com

Tender Acceptance Form

I/We agree to all above terms and conditions of the Tender No.and Supply of..... items as per the specifications/drawings provided in the tender and quote the rate in financial bid of the tender.

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,

.....
.....

To,

**Manager SSE EKM, Kerala Sidco,
Kadavanthara
Gandhinagar, Kochi, 682020**

Sir,

Sub:.....

Ref.Tender No......

1. Having examined the conditions of tender contract, the receipt of which is hereby duly acknowledged, I / we, undersigned, tender specifications referred above and also to the said terms conditions.
2. Bid submitted by us is properly sealed and prepared so as to prevent any subsequent alteration and replacement.
3. We understand that you are not bound to accept the lowest or any bid, you may receive.
4. I / We affirm that I / We have enclosed the acceptance of all terms and conditions and also all brochures detailing the technical specification of the items quoted by me/us.
Dated thisday of..... 2019

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 day of2022 by
M/s.(Called the Contractor) and
The Manager, SIDCO on behalf of Kerala SIDCO
Limited. (Hereinafter call the SIDCO)

WHEREAS the Contractor has tendered for the supply of articles for the use of the
Government as per the Tender Notification No.....dated

published at website: www.keralasidco.com which tender notifications shall form part of this Agreement as if incorporated herein.

AND WHEREAS the SIDCO has/had been pleased to accept the offer in respect of the article mentioned in the copy of the order attached.

AND WHEREAS the Contractor has as security for the due fulfillment of his obligations under this deed deposited Rs..... being percent of the estimated

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 contract 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.
3. The articles and quantities to be supplied are as shown in the copy of the order No..... dated..... Here with attached, which shall be considered as part of this Agreement. The contractor agrees to supply the quantities of the articles shown in the order at the rate tendered by him for each articles / within the time fixed.
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 after 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. Notwithstanding 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.

15. It is mutually agreed that all amounts due to SIDCO toward damages or lose from the contractor shall be recovered either by initiating revenue recovery proceedings under the Revenue Recovery Act of through the courts at Ernakulam only.

NOW THEREFORE IN CONSIDERATION OF THE MUTUAL COVENANTS AND OBLIGATIONS IT IS AGREED BY AND BETWEEN THE PARTIES AS FOLLOWS:

- 1 The First party warrants that the goods supplied by them to the second party shall be free from defects in materials, workmanship and installation for a period ofyears/ after the completion/commissioning/installation and from the date of purchase.
- 2 That the purchase bill of and copy of warranty card shall be produced in the event of claiming Warranty by the Second Party.
- 3 That the first party shall replace the defective parts/ product to the complete and total satisfaction of the second party.
- 4 The First Party unconditionally agreed to rectify all or any of the defects with respect to the goods, expeditiously within the time as required by the Second Party and shall also be liable and responsible to pay damages to the Second Party on breach of warranty.
- 5 Any dispute - controversy and difference arising between the parties here to out of or in relation to these terms or its agreements or any breach thereof shall be settled by mediator appointed in consensus with the Managing Director SIDCO and Managing Director, And the matter which cannot be settled amicably shall be referred to and finally settled in accordance with the provision of the Indian Arbitration and conciliation Act 1996 and in respect of all disputes, the Court of Thiruvananthapuram shall bare the exclusive jurisdiction.
- 6 Amendments/ modifications to this agreement shall be made in writing signed by both parties.

IN WITNESS WHERE OF THE CONTRACTOR
..... (H.E.
name and address of the contractor and Shri.....
..... Manager/Special Officer/Sr. Manager SIDCO
..... For and on behalf of the Kerala Small
Industries Development Corporation Ltd., Thiruvananthapuram have here unto set their hands.
Signed sealed and Delivered by:

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.