

**SUPPLY OF DISPLAY BOX ASSEMBLY FOR ESV3-1 PROJECT**

**KEKELTRON<sup>®</sup>**

A Government of Kerala Undertaking  
Kerala State Electronics Development Corporation Limited

# **SUPPLY OF DISPLAY BOX ASSEMBLY FOR ESV3-1 PROJECT**



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A Government of Kerala Undertaking  
Kerala State Electronics Development Corporation Limited

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**SUPPLY OF DISPLAY BOX ASSEMBLY FOR ESV3-1 PROJECT**

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**SUPPLY OF DISPLAY BOX ASSEMBLY FOR ESV3-1 PROJECT**

**SECTION I: NOTICE INVITING TENDER (NIT)**

**1. NOTICE INVITING TENDER (NIT)**

The Head of the Purchase Department (**KEC,Karakulam**), Kerala State Electronics Development Corporation Ltd. (KSEDC), invites Bids for entering into a Contract for the supply of **SUPPLY OF DISPLAY BOX ASSEMBLY FOR ESV3-1 PROJECT**, in accordance with the terms and conditions specified in the Tender document.

Tender Number	KSEDC/KEC/PUR/SPG/1654/26-27
Details of Supply /Work	<b>SUPPLY OF DISPLAY BOX ASSEMBLY FOR ESV3-1 PROJECT</b>
Delivery location	KEC,Karakulam
Date &Time of publishing Bid documents	23/06/2026
Date and Time of Pre-Bid Conference	NA
Clarification End date	02/07/2026
Last Date & Time of online Submission of Bid document	02/07/2026
Number of cover(s)	2 covers
Date & Time of Opening of Technical Bids / Pre-Bid (cover 1)	04/07/2026
Tender Document fee	Rs.3030/-
EMD	Rs.20203/-
Security Deposit/Performance Guarantee	5% of the order value
Bid Validity	180 days
Time allowed for the completion of Supply/ Work	WITHIN 12 WEEK.
Technical Clarification	Vinod Kumar V (Head SPG): 0472-2815999, Extn: 848
Tender document & Commercials	Sanjay.N(Head Purchase) : 0472-2815- 820

All Bidders participating in the Tender must possess a valid Digital Signature Certificate (DSC) issued by the approved certifying authority. For more details in this regard and about the e-Tendering platform may be contacted to:-

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Kerala State IT Mission, e- Government Procurement PMU & HelpDesk, Saankethika, Near EPF Office, Vrindavan Gardens, Pattom, Thiruvananthapuram-695004. Ph No.0471- 2577088, 2577188 & 2577388, Help desk-0120-4001002, 4001005 & 4493395.

All Tender documents must be submitted online only through the above mentioned website. Manual submission of documents will not be allowed. The Pre-qualification/Technical Bid will be opened online at the office of the **Head (Purchase), Keltron Equipment Complex, Karakulam, Trivandrum** on the date and time specified above. The Tendering authority reserves the right to cancel any or all Bids without assigning any reasons. KSEDC shall not be responsible for any errors such as missing of schedule data during downloading by the Bidder, or any delay in submission

All Bidders participating in the Tender shall verify on the e-Tender portal for any addendums and corrigenda before submitting the final Bid. The Bid document uploaded must take into account all such addendums and corrigenda. Bids submitted without considering the issued addendums and corrigenda shall be treated as invalid.

### **2. THE TENDER DOCUMENT**

#### **2.1 Notice Inviting Tender (NIT)**

This Notice Inviting Tender (NIT) forms an integral part of the Tender Document and serves as the limited purpose of inviting Bids. It does not purport to contain all relevant details required for Bid submission. Bidders are advised to carefully read the entire Tender document for complete information before submitting their Bids.

#### **2.2 Availability of the Tender Document**

The Tender Document shall be published on the e-procurement Portal (<http://eprocurement.kerala.gov.in>). It will be available for download from the date and time specified in the Tender document and will remain accessible until the deadline mentioned therein. Unless otherwise stated, the downloaded Tender document shall be free of cost.

Any queries or clarification regarding the downloading of Tender Documents or uploading of Bids on the e-Procurement portal may be addressed to the Help Desk mentioned above in the Tender document.

#### **2.3 Clarifications**

A Bidder requiring any clarification regarding the Tender Document may ask questions in writing/ electronically from the contact official as specified in the Tender document, provided the questions are raised before the clarification end date mentioned in the Tender document (or if not mentioned, before 5 days of the deadline for the Bid submission). This deadline shall not be extended in case of any intervening holidays.

### **3. PRE-BID CONFERENCE**

If indicated in Tender document, interested Bidders shall attend to the Pre-Bid conference for clarification on the Tenders' Technical specifications and Commercial conditions, on the time, date, and place mentioned therein. Participation in such a Pre-Bid Conference is not mandatory. If a Bidder does not participate or submit any query, then no subsequent representations from them regarding the Technical/ Commercial specifications/ conditions shall be entertained.

### **4. ELIGIBILITY CRITERIA FOR PARTICIPATION IN THIS TENDER**

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Participation is open to Bidders, the Bidder who meet the eligibility criteria as specified in the Tender document will be considered for subsequent evaluation. The bare minimum eligibility criterion for prospective Bidders is as follows:-

- 1) The Bidder must be a Natural person, Private or Public Entity. Joint Ventures/Consortia are not allowed unless explicitly permitted.
- 2) The Bidder must be a Manufacturer or an authorised dealer of the OEM.
- 3) The Bidder must not be insolvent, bankrupt, under court administration, or involved in similar legal proceedings.
- 4) The Bidder must not be blacklisted, banned, or debarred by KSEDC or any government agency.
- 5) The Bidder must not have been convicted or debarred in the last three years for offences involving corruption, endangering Public safety, or National security concerns.
- 6) The Bidder must not have changed name to circumvent blacklisting.
- 7) The Bidder must not have conflict of interest, collusion, or unethical practices.
- 8) Only Bidders qualified in the earlier EoI/PQB stage may participate in the second-stage Tender, if applicable.
- 9) Bidders with a conflict of interest affecting fair competition are ineligible and will be rejected.

A conflict of interest arises if the Bidder:-

- 1) Controls, is controlled by, or shares control with another Bidder.
- 2) Has financial links or subsidies with another Bidder.
- 3) Shares the same legal representative/agent with another Bidder (a Principal may authorize only one agent).
- 4) Has access to confidential information or can influence another Bidder or the Procuring Entity.
- 5) Participates in more than one Bid (as Bidder or Sub-Contractor), except where the same Sub-Contractor appears in multiple Bids.
- 6) Is involved in providing Goods/Services based on prior consultancy for this Tender (e.g., feasibility, DPR, specifications).
- 7) Has close ties with Procuring Entity's staff involved in this Tender

The declaration of eligibility must be submitted in the prescribed format [Form 5: Declaration of Eligibility and Qualification]

### **5. SUBMISSION OF BIDS**

- 1) Bids shall be submitted online strictly before the dead line specified in the Tender Document.
- 2) Manual submission of Bids is not permitted, except for the originals of scanned documents, if explicitly required.
- 3) Bidders must be registered on the e-Procurement Portal and must possess a valid Digital Signature Certificate (DSC) for submission.
- 4) The downloaded Tender documents shall not be altered or modified in any manner except for filling in required fields.
- 5) If required, Bidders must also submit a signed Integrity Pact.

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6) Bids not complying with above conditions shall be rejected.

**6. BID OPENING**

The received Bids may be opened at the specified date given in Tender document. If the office is closed on the specified date of opening of the Bids, the opening shall be done on the next working day.

**7. DISCLAIMERS AND RIGHTS OF PROCURING ENTITY**

The issue of the Tender Document does not imply that the Procuring Entity is bound to select Bid(s), and it reserves the right without assigning any reason to

- (a) Reject any or all of the Bids, or
- (b) Cancel the Tender process; or
- (c) Abandon the procurement of the Goods; or
- (d) Issue another Tender for identical or similar Goods

Note: For further details, please refer to complete TENDER DOCUMENT

**Sanjay N, DGM**  
**Head (Purchase)**  
**Keltron Equipment Complex**  
**Karakulam, Trivandrum**  
**Office Landline:0471- 2815820**

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### SECTION II: INSTRUCTIONS TO THE BIDDERS (ITB)

#### 1. THE TENDER DETAILS

Kerala State Electronics Development Corporation (KSEDC) inviting proposals from eligible Vendors/Suppliers for the **SUPPLY OF DISPLAY BOX ASSEMBLY FOR ESV3-1 PROJECT**. Interested parties are requested to this document for detailed Scope of Work and Terms and Conditions. Vendors/Suppliers who meet the Eligibility criteria may submit their proposals through the prescribed format available on the e-Tendering system. Proposals that meet all requirements will be considered for further evaluation, which may lead to the award of Contract.

##### 1. Availability of Tender document and Submission of Bid

- 1) Tender documents are available only online and shall not be sold elsewhere.
- 2) Bids shall be submitted through the Kerala Government e-Tender Portal: <http://eTenders.kerala.gov.in>.
- 3) Bidders must possess a valid Digital Signature for submission of Bids.
- 4) Partially completed or incomplete Tenders will not be considered.
- 5) Bidders are deemed to have fully understood the requirements and terms and conditions upon submission.
- 6) Tenderers must bear all costs incurred for Bid preparation and submission (e.g., digital certificate, internet usage etc.).
- 7) The Special Instructions for e-submission are available under the "Help to Contractors" section on the e-Tender Portal.
- 8) Deadline extensions, if any, will be solemnly at the discretion of KSEDC.

##### 2. Rights Reserved by the Procuring Entity

- 1) KSEDC reserves the right to amend or cancel the Tender at any point of time without prior notice.
- 2) Bids may be rejected if the Bidder has failed to supply goods or provide adequate support in past orders.
- 3) Acceptance of any or all Tenders purely rests with the Procuring Entity.
- 4) KSEDC is not bound to accept the lowest Bid and may reject any or all Bids without assigning reasons.

##### 3. Bid Validity and Evaluation

- 1) Tenders will remain valid for 180 days from the date of opening.
- 2) Extension beyond the validity period requires prior consent of the Tenderer.
- 3) Bids must follow the price Bid format provided on the portal.
- 4) No rate enhancement will be permitted during the validity period.

##### 4. Scope of Work and Site Inspection

- 1) Bidders are encouraged to visit the site and understand the scope, technical specifications, and Contract terms before Bidding.
- 2) For any clarification on Scope or Technical details, contact the official listed in the Tender notice.

##### 5. Execution of Work

- 1) All works must follow PWD/CPWD standards and specifications.
- 2) The work should be completed within the stipulated time from the date of award.
- 3) A progress-based schedule must be followed, with penalties (0.5% of the value of goods per week, max 10%) for delay will be imposed.

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- 4) The Contractor must clear debris and ensure site cleanliness upon completion of the work.
  - 5) Extra items of work may be required to be done if deemed essential.
6. Quality, Supervision, and Labour
- 1) Only approved materials shall be used. Samples and Catalogues must be provided for approval if necessary.
  - 2) Necessary test certificates shall be submitted if requested.
  - 3) Contractor to use their own tools, plant, storage, and ensure safe custody of materials.
  - 4) Deployment of qualified Staff is mandatory.
  - 5) Non-deployment of above will attract penalties based on prevailing wage rates.
  - 6) The Contractor is responsible for labour safety, compensation, and compliance with labour laws.
7. Statutory Compliance
- 1) All workers must be covered under ESI & PF, with documentary proof to be submitted, if required.
  - 2) The Contractor should possess valid GST registration, Income Tax, Welfare Fund, and other statutory deductions will apply.
  - 3) EMD and Tender Fee to be paid as per Government guidelines.
8. Payment Terms
- 1) Payments will be made based on the actual quantity of Supply/Work done at quoted rates and certified by KSEDC.
  - 2) Rates shall be firm throughout the Contract; no escalation will be entertained.
  - 3) The price quoted should be exclusive of GST.
  - 4) Payments will be made only on submission of proper GST compliant invoices.
  - 5) 5% of Contract value shall be submitted as Performance Bank Guarantee (PBG) valid for the warranty period + 90 days.
9. Warranty and Defect Liability
- 1) A maintenance warranty, including free replacement of defective parts, is mandatory in case of supply of items
  - 2) Defects during the Defect Liability Period must be rectified by the Contractor at their own cost.
10. Ownership, Safety & Insurance
- 1) Materials supplied by the Contractor remain the property of KSEDC until properly accounted for.
  - 2) Any damage caused to KSEDC or third-party property must be rectified at the Contractor's cost.
  - 3) Contractor shall insure all equipment and materials at the site.
11. Drawings and Technical Specifications
- 1) Work must be carried out as per approved drawings only.
  - 2) The successful Bidder must submit detailed drawings for approval, if required.
  - 3) In case of any discrepancy, item specifications in the BOQ will prevail.
  - 4) Any ambiguity in specifications must be clarified before Tender submission.
12. General Conduct and Integrity
- 1) Sub-letting of any part of the work is strictly prohibited.

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- 2) Any misuse or negligence regarding material or workmanship will attract penalties.
- 3) Alteration of Tender documents is not permitted; any additional terms should be submitted via a separate covering letter.

### 13. Documentation and Legal Requirements

- 1) The notice inviting Tender, Tender conditions, and Bid form shall form part of the agreement.
- 2) Submission of the Tender implies complete acceptance of all terms and conditions.

### 14. Experience and Eligibility

- 1) Bidders must have prior experience in similar works and submit relevant experience certificates.

### 15. Communication

- 1) For further clarifications, Bidders may contact via the email ID or phone number provided in the Tender notice.

## **2. TENDER SCHEDULE**

Please refer the Notice inviting Tenders

## **3. GENERAL INSTRUCTIONS**

### **3.1 General**

- 1) The Bidders are requested to examine the instructions, terms and conditions and specifications given in the Tender. Failure to furnish all required information in every respect will be at the Bidder's risk and may result in the rejection of Bid.
- 2) It shall be the responsibility of each Bidder to fully familiarize themselves with the prevailing legal provisions applicable to the execution of the Contract. No request for clarification from any Bidder regarding such legal aspects of Bid submission shall be entertained.
- 3) It will be the responsibility of the Bidder that all factors have been investigated and considered while submitting the Bids and no claim whatsoever including those of financial adjustments to the Contract awarded under this Tender will be entertained by KSEDC. Neither any time schedule nor financial adjustments arising thereof shall be permitted on account of failure by the Bidder to appraise themselves.
- 4) The Bidder shall be deemed to have read and understand the Tender Document, before Bidding as to the correctness and sufficiency of its Bids for the Contract and price quoted in the Bid to cover all obligations under this Tender.
- 5) It must be clearly understood that the Terms and Conditions and Specifications are intended to be strictly enforced. No escalation of cost in the Tender by the Bidder will be permitted throughout the period of Agreement or throughout the period of completion of Contract whichever is later on account of any reasons whatsoever.
- 6) The Bidder should be fully and completely responsible to for all the deliveries and deliverables within the stipulated timelines.
- 7) Bidders are advised to inspect the sites, and get in touch with the local transport

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Contractors, and get them familiarized with the routes and method of transport to site. This is most important as it is very essential for the successful execution of the Contract, that the Bidder should be in possession of information regarding local conditions to enable him to be in a position to handle all materials and to transport them safely to site. KSEDC will not take responsibility on issues pertaining between Contractor/ labor unions/ transporters/ loading and unloading.

### **3.2 Amendments to the Tender**

- 1) The Bidders should periodically check for the amendments or corrigendum or information in the website till the closing date of this Tender. KSEDC will not make any individual communication and will in no way be responsible for any ignorance pleaded by the Bidders.
- 2) No clarifications would be offered by within 48 hours prior to the due date and time for opening of the Tender under whatever circumstances.
- 3) Before the closing of the Tender, KSEDC may amend the Tender document as per requirements or wherever feels that such amendments are absolutely necessary.
- 4) KSEDC at its discretion may or may not extend the due date and time for the submission of Bids on account of amendments /request from Bidders.
- 5) KSEDC have its discretion to extend Bid opening date/re-Tender/cancel the Tender without assigning any reason.
- 6) KSEDC is not responsible for any misinterpretation of the provisions of this Tender document on account of the Bidder's failure to update the Bid documents on changes announced through the website.

### **3.3 Language of the Bid**

The Bid prepared by the Bidder as well as all correspondence and documents relating to the Bid shall be in English only.

### **3.4 Bid Currency**

Prices shall be quoted in Indian Rupees (INR) Only.

### **3.5 Contacting Tender Inviting Authority**

- 1) Bidders shall not make attempts to establish unsolicited and unauthorized contact with the Tender Accepting Authority, Tender Inviting Authority or Tender Scrutiny Committee after the opening of the Tender and prior to the notification of the Award and any attempt by any Bidder to bring extraneous pressures on the Tender Accepting Authority and / or the Officials of shall be sufficient reason to disqualify the Bidder.
- 2) Notwithstanding anything mentioned above, the Tender inviting Authority or the Tender Accepting Authority may seek bonafide clarifications from Bidders relating to the Tenders submitted by them during the evaluation of Tenders.

## **4. BID PREPARATION AND SUBMISSION**

### **4.1 Cost of Bidding**

The Bidders shall bear all costs associated with the preparation and submission of Bid. KSEDC will in no case be responsible or liable for the charges/costs incurred regardless of the conduct or outcome of the Bidding process.

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### 4.2 Tender Fee

Refer Notice Inviting Tender (NIT) for Tender Fee. The Tender documents can be downloaded from the website (<https://eTenders.kerala.gov.in>). The Tender fee along with GST which is non-refundable shall be remitted online mode.

### 4.3 Two Part Bidding

Bidders should examine all instructions, Terms & Conditions and Technical specifications given in the Tender document. Failure to furnish information required by the Bid or submission of a Bid not substantially responsive in every respect will be at the Bidder's risk and may result in rejection of Bids. Bidders should strictly submit the Bid as per the directions specified in the Tender, failing which the Bids will be treated as non-responsive and will be rejected.

- 1) The Technical Bid format as given in the Tender shall be filled, signed and stamped on all pages. Errors if any shall be attested by the Bidders. The Technical Bid shall not contain any indications of the Price; otherwise the Bid will be summarily rejected.
- 2) Commercial Bid shall be submitted as per the format (BOQ) Specified in the Tender document.

### 4.4 Online Bidder registration process

Bidders should have a Class II or above Digital Signature Certificate (DSC) to be procured from any Registration Authorities (RA) under the Certifying Agency of India. Details of RAs will be available on [www.cca.gov.in](http://www.cca.gov.in). Once, the DSC is obtained, Bidders have to register on [www.eTenders.kerala.gov.in](http://www.eTenders.kerala.gov.in) website for participating in this Tender. Website registration is a one-time process without any registration fees. However, Bidders have to procure DSC at their own cost. Bidders may contact e-Procurement support desk of Kerala State IT Mission for assistance in case of discrepancies observed in this regard.

### 4.5 Online Tender Process

The Tender process shall consist of the following stages:

- 1) **Downloading of Tender document:** Tender document will be available for free download on [www.eTenders.kerala.gov.in](http://www.eTenders.kerala.gov.in). However, Tender fee shall be payable at the time of Bid submission as stipulated in this Tender document.
- 2) **Publishing of Corrigendum:** All corrigenda shall be published on [www.eTenders.kerala.gov.in](http://www.eTenders.kerala.gov.in) and shall not be available elsewhere.
- 3) **Bid submission:** Bidders have to submit their Bids along with supporting documents to support their eligibility, as required in this Tender document on [www.eTenders.kerala.gov.in](http://www.eTenders.kerala.gov.in). No manual submission of Bid is allowed and manual Bids shall not be accepted under any circumstance
- 4) **Opening of Technical Bid and Bidder short-listing:** The technical Bids will be opened, evaluated and shortlisted as per the eligibility and technical qualifications. All documents in support of technical qualifications shall be submitted (online). Failure to submit the documents online will attract disqualification. Bids shortlisted by this process will be taken up for opening the financial Bid.
- 5) **Opening of Financial Bids:** Bids of the technically qualified Bidder's shall only be considered for opening and evaluation of the financial Bid.

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### 4.6 Bid submission process

For submission of Bids, all interested Bidders have to register online as explained above in this document. After registration, Bidders shall submit their Technical Bid and financial Bid online on [www.eTenders.kerala.gov.in](http://www.eTenders.kerala.gov.in) along with online payment of Tender fee and EMD.

For page by page instructions on Bid submission process, please visit [www.eTenders.kerala.gov.in](http://www.eTenders.kerala.gov.in) and click “Bidders Manual Kit” link on the home page.

**It is necessary to click on “Freeze Bid” link/ icon to complete the process of Bid submission otherwise the Bid will not get submitted online and the same shall not be available for viewing/ opening during Bid opening process.**

### COVER-1 (PRE-BID / TECHNICAL BID)

The First Stage consists of Pre-Qualification and Technical Cover. The Pre-Qualification and Technical proposal shall contain the scanned copies of the following documents which every Bidder has to upload.

#### The cover shall contain:

- 1) Bid Form in the format listed as Form 1 and Power of Attorney.
- 2) Bidder Information Letter in the format listed as Form 2
- 3) Declaration of Bidders Eligibility and Qualification in the format listed as per Form 3
- 4) Declaration Regarding Clean Track Record in the format listed as Form 4
- 5) OEM Authorization in the format listed as Form 5
- 6) Annual turnover certificate in the format listed as Form 6
- 7) Technical Specification Compliance in the form listed as Form 7
- 8) Terms and Conditions Compliance in the form listed as Form 8
- 9) Check list for Bidders as Form 9
- 10) Certificate of Incorporation/Registration, MSME Certificate/GST Certificate to be uploaded
- 11) Signed copy of un-priced BOQ with company seal
- 12) Duly signed Tender document including addendums, corrigendum (The Bidder has to upload Tender document with all pages duly signed and sealed )

### COVER -2 (FINANCIAL BID)

#### BOQ

The Bidder shall complete the Price Bid as per format given for download along with this Tender.

**Note:** The blank price Bid should be downloaded and saved on Bidder’s computer without changing file-name otherwise price Bid will not get uploaded. The Bidder should fill in the details in the same file and upload the same back to the website.

**Fixed price:** Prices quoted by the Bidder shall be fixed during the Bidder's performance of the Contract and not subject to variation on any account. A Bid submitted with an adjustable/ variable price quotation will be treated as non - responsive and rejected. KSEDC doesn’t take any responsibility for any technical snag or failure that has taken place during document upload. GST Tax Registration is mandatory for the Bidders who are participating.

### 4.7 Price Bid Form

- 1) All the Price items as asked in the Tender should be filled in the Price Bid

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Format as given in the Tender. The financial Bid (BOQ) should be submitted in .xls form which will be opened as and when the technical selection is over. No additional cost on any head can be claimed by the Successful Bidder during execution of the Contract.

- 2) The Bidder shall quote for Basic cost, GST and others if any. All expenses incurred during delivery of the item at destination including unloading charges have to be borne by the Bidder. No additional cost on any head can be claimed by the Successful Bidder during execution of the Contract
- 3) The Price Bid Form (BOQ) should not contain any conditional offers or variation clauses; otherwise the Bids will be summarily rejected.
- 4) The Prices quoted shall be in INDIAN RUPEES only.
- 5) The price quoted by the Bidder shall be kept firm for a period specified in the Tender from the date of opening of the Tender. The Bidder should keep the Price firm during the period of Contract including during the period of extension of time if any. Escalation of cost will not be permitted during the said periods or during any period while providing services whether extended or not within the stipulated delivery period. The Bidders should particularly take note of this factor before submitting the Bids.
- 6) If no tax values entered in the GST Column of BOQ, The basic price will be treated as inclusive of applicable GST. The Bidders have to enter basic rate of item (Basic rate is multiplied by Qty), total GST for the quantity mentioned and any other expenses.
- 7) The Bidder have to enter loading/unloading/packing /any other expenses to complete supply /installation is entered in column any other expenses.

### **4.8 Bid Closing Date and Time**

The Bids should be submitted not later than the date and time specified in the Notice inviting Tender / Tender Schedule or Corrigendum (if published). Hence, the Bidders should be cautious to submit the Bids well in advance to avoid disappointments. Any other issues pertaining to Bidding should be addressed to KERALA STATE IT MISSION E-Tender cell.

## **5. TENDER OPENING AND EVALUATION**

### **5.1 Pre-Bid / Technical Bid Opening**

The Technical Bid will be opened on the date and time as specified in the Tender schedule.

### **5.2 Tender Validity**

- 1) The Bid submitted by the Bidders should be valid for a minimum period of 180 days from the date of opening of the Tender.
- 2) In exceptional circumstances, KSEDC may solicit the Bidders to extend the validity. In this case, the Bidder should extend price validity and Bid security validity.

### **5.3 Initial Scrutiny**

Initial Bid scrutiny will be conducted and incomplete details as given below will be treated as non-responsive.

If Tenders are;

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- 1) Found with suppression of details
- 2) Incomplete information, subjective, conditional offers.
- 3) Submitted without supporting documents as per the Eligibility Criteria and Evaluation Criteria.
- 4) Non-compliance of any of the clauses stipulated in the Tender

However, documents of historical nature can be called for assessing eligibility. All responsive Bids will be considered for further evaluation. The decision of KSEDC will be final in this regard.

### **5.4 Clarifications**

When deemed necessary, KSEDC may seek bonafide clarifications on any aspect from the Bidder. However, that would not entitle the Bidder to change or cause any change in the substance of the Bid or price quoted. During the course of Technical Bid evaluation, KSEDC may seek additional information or historical documents for verification to facilitate decision making. In case the Bidder fails to comply with the requirements of KSEDC as stated above, such Bids may at the discretion of KSEDC be rejected as technically non-responsive.

### **5.5 Tender Evaluation**

#### **5.5.1 Suppression of facts and misleading information**

If any suppression or misrepresentation of information by the Bidder is brought to the notice of KSEDC at any stage of the evaluation process, KSEDC shall have the right to reject the Bid forth with. In the event such suppression or misrepresentation and if after selection, KSEDC shall have the right to Cancel the Contract without any liability or compensation to the Bidder. In such cases EMD / SD, as the case may be forfeited.

Bidders should note that if any figure in the proof documents submitted by the Bidders for proving their eligibility is found suppressed or erased, KSEDC shall have the right to seek the correct facts and may reject such Bids.

It is up to the Bidders to submit the full copies of the proof documents to meet out the criteria. Otherwise, the Procuring Entity at its discretion may or may not consider such documents.

#### **5.5.2 Technical Bid Evaluation**

- 1) A Technical Committee will examine the Technical Bids against the Eligibility and Evaluation Criteria given in the Tender document. The evaluation will be conducted mainly based on the supporting documents submitted by the Bidders. The Bids which did not meet the eligibility criteria in the first stage of scrutiny will be rejected in that stage itself and further evaluation will not be carried out for such Bid. The eligible Bidders alone will be considered for further evaluation.
- 2) Tender may be declared as nonresponsive in the following cases
  - a) The Bid is unsigned.
  - b) The Bidder has quoted for goods manufactured by different firm without the required authority letter from the manufacturer.
  - c) Bidder has not agreed to give the required Performance Security.
  - d) The goods quoted are sub-standard, not meeting the required specifications.
  - e) The Schedule of Requirement (incorporated in the Tender enquiry), the Tenderer has not quoted for the entire requirement as specified in that schedule.

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- f) The Tenderer has not agreed to some essential condition(s) incorporated in the Tender enquiry.

### **6) Registered vendors**

For those Bidders who have already worked or working with KSEDC, their previous performance would be the mandatory criteria for selection. If any unresolved issues persist with the Bidders, then their Bids will straight away be rejected as per the discretion of KSEDC.

The unresolved issues are defined as any of the following:-

- 1) Non responsiveness after getting the Purchase order (or)
- 2) Delay in supply, installation of the ordered items etc. (or)
- 3) Lack of communication about the delay in deliveries, installation etc.
- 4) Poor after sales support against previous supplies.

### **7) Documents Establishing Good's Eligibility and Conformity to Tender Document**

Bidder must attach required technical Brochures / Literatures / Data sheets marked and highlighted sequentially for all the products asked in the Tender to ensure that compliance to all the specifications given in the Tender document which can be verified. All the brochures/literature/datasheets shall be counter signed and stamped by the Bidders or authorized signatory of Bidders. Non-availability of specifications (as mentioned in the Tender document) in the brochure/literature will be treated as non-compliance and no clarifications shall be asked in this regard. If Bidder fails to submit the required brochures/literatures along with the Tender document, it shall be treated as non-compliance and may lead to outright rejection of Bid submitted by Bidder. No clarifications in this regard shall be sought from the Bidder.

### **9) Specifications**

Specifications are basic essence of the product. It must be ensured that the offers are strictly as per our Tendered specifications. At the same time it must also be kept in mind that merely copying our specifications in their quotation shall not make firms eligible for consideration. The documentary evidence of conformity of the goods and services to the Bid document may be in the form of literature, drawings and data etc. compliance statement submitted shall be duly supported by technical literature, equipment brochures & other related reports / documents from the OEM. The compliance statement not supported by the documentary evidence shall not be considered. Such Bids shall be considered as non-responsive and may result in rejection on technical grounds.

### **10) Submission of detailed requirements for installation & commissioning of the equipment:**

All Bidders / Agents must submit full details and requirements for Installation & Commissioning of the Equipment as per Technical Specifications submitted by them.

- 1) Water Supply / electric power requirement
- 2) Civil Works including Foundation, Flooring.
- 3) Mechanical and Fabrication work required.
- 4) Ambient Temperature Control (if required, as applicable).
- 5) Cooling requirement (if any).
- 6) Electrical and Power requirements in detail.
- 7) Space and Dimensions for Installation of the equipment
- 8) Any other Requirements for the successful commissioning. This shall include

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any accessories / equipments to be arranged by the purchase (other than the Tendered items)

### **11) Patent Right & IPR Laws:**

The supplier shall indemnify the KSEDC against all third party claims of infringement of Patent, Trademark or Industrial Design Rights arising from the use of Goods or any part thereof in the KSEDC's country. The Bidder should be sure about his claim on the ownership of technology and total compensation in the event of a claim should be paid to the buyer in case of patent infringement. Once Bids submitted Bidders agrees for the same.

### **12) Examination of terms & Conditions**

- 1) The KSEDC shall examine the Bid to confirm that all Terms and Conditions specified in the GCC and the SCC have been accepted by the Bidder without any material deviation or reservation including the Terms & Conditions.
- 2) Prior to the detailed evaluation, the KSEDC will determine the *substantial responsiveness* of each Bid to the Tender.

### **13) Delivery Period:**

In case of Indigenous suppliers the firm delivery period (in weeks) after issue of Purchase Order must be given in the Technical Bid. Delivery must be on FREIGHT PAID BASIS for dispatch by Road.

The Bidder must provide information regarding mode of shipment whether it is by Air/Sea/Road/Rail failing which Bid may be rejected subject to the discretionary power of the KSEDC.

- 1) Prices quoted by the Bidder shall remain fixed during the entire period of Contract and shall not be subject to variation on any account. A Bid submitted with an adjustable price quotation will be treated as non - responsive and rejected.
- 2) All lots and items must be listed and priced separately in the Commercial Bid Price Schedule shows items listed but not priced, their prices shall be assumed to be included in the prices of other items.

The delivery requirements are mentioned in the Tender. However, have the right to alter this while ordering or during the execution of the order to suit the actual requirement.

### **14. Price Bid Evaluation**

- 1) Price Bid of the technically qualified Bidders alone will be opened and evaluated
- 2) The financial Bid (BOQ) should be submitted in .xls form in the e-Tender format.
- 3) The GST tax amount shall be included for evaluation
- 4) The Bidder shall confirm that the price Bid confirms to all the terms and conditions stipulated in the Tender document. He shall confirm that the price Bid is final in all respects and contains no conditions.
- 5) The total cost including purchase price, freight, insurance, the customs duties and other taxes levied on the shipment for cost comparison.
- 6) If not specifically mentioned, the Bidder should quote for all the items in the BOQ. Else the Bid shall be treated as non-responsive.
- 7) In the system generated BOQ comparison chart L1 rate may be obtained based

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on the addition value of total price+ total GST +total of any other expenses. If any mistake occurred while entering the values it will be under the scope and risk of Bidder.

### **15 Acceptances of Tender and Withdrawals**

The final acceptance of the Tender is entirely vested with KSEDC who reserves the right to accept or reject any or all of the Tenders in full or in parts without assigning any reason whatsoever. The Tender Accepting Authority may also reject all the Tenders for reasons such as change in Scope, Specification, lack of anticipated financial resources, court orders, calamities or any other unforeseen circumstances. After acceptance of the Tender by KSEDC, the Successful Bidder shall have no right to withdraw their Tender or claim higher price.

### **16 Negotiations**

Negotiations will be conducted with the qualified L1 Bidder for improvement in the Scope of work, further reduction in price and advancement of delivery schedule.

### **17 Award of Contract**

- 1) L1 Bidder will be declared as a Successful Bidder and Contractor. In case find that the Successful Bidder is unable to supply as per the conditions, then KSEDC reserves the right to apportion the total Contract to other successful Bidders after recording the reasons in writing. The Bidder will have to reimburse any additional expenditure which may be incurred in the process.
- 2) No dispute can be raised by any Bidder whose Bid has been rejected and no claims will be entertained or paid on this account.

### **18 KSEDC Rights**

The KSEDC reserves the right to:

- 1) Insist on quality / specification of materials to be supplied.
- 2) Increase the period of Contract
- 3) Reallocate the Supply/Work to other Bidder, if the performance of the Bidder is not as per the Schedule.
- 4) Inspect the Bidder's facilities before or after placement of orders and based on the inspection, reserves a right to modify the order.
- 5) Withhold any amount for the deficiency in the service aspect of the ordered items supplied by the Bidder.

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### SECTION-III: BIDDER ELIGIBILITY AND QUALIFICATION CRITERIA

The Bidder should meet the below minimum Eligibility and Qualification criteria. **The bids will not be considered for evaluation if any of the documents pertaining to eligibility and qualification criteria are not submitted along with bid.** The Bidder(s) should meet the following Eligibility Criteria to participate in the Tender and should submit documentary proof for fulfilling the Eligibility in the Technical Bid

- 1) Bidder should be a registered Company / Firm in India and No Consortium bid shall be eligible.
- 2) The Bidder shall be a OEM/OEM authorized Supplier(if applicable)
- 3) The Bidder should have valid GST/PAN Registration certificate.
- 4) The Bidder shall not been debarred/ black listed as on Bid calling date by any State Government, Central Government, Central & State Govt. Undertakings/enterprises/Organizations and by any other Quasi Government bodies/Organizations in India for non-satisfactory past performance, corrupt, fraudulent or any other unethical business practices
- 5) Average Annual financial turnover during the last 3 years, ending 31st March of the previous financial year, should be at least 30% of the estimated cost.
- 6) Experience of having successfully completed similar works during last 7 years ending last day of month previous to the one in which applications are invited should be either of the following: -
  - a) Three similar completed works each costing not less than the amount equal to 40% of the estimated cost. or
  - b) Two similar completed works each costing not less than the amount equal to 50% of the estimated cost. or
  - c) One similar completed work each costing not less than the amount equal to 80% of the estimated cost.

[Proof of work order / completion certificates shall be submitted along with the bid in line with eligibility criteria.]

**[Note: All listed forms above are indicative only; additional details may be incorporated as deemed necessary to suit our requirements]**

## **SECTION-IV: GENERAL CONDITIONS OF CONTRACT (GCC)**

### **1. GENERAL**

#### **1.1 DEFINITIONS AND INTERPRETATIONS**

1. 'Accepted schedule' is the schedule of items containing the agreed rates on the basis of which the agreement shall be drawn.
2. 'Agreed rates' shall mean the rates accepted and agreed both by the KSEDC and the Contractor and which shall be given in the schedule forming part of the Contract agreement and valid during the period of Contract.
3. 'Agreement Authority' shall mean the Officer authorized by KSEDC to execute the agreement with the Contractor.
4. 'Bank' means State Bank of India or any Nationalized Bank.
5. 'Tender' or 'Bid' shall have the same meaning and includes all the documents which the Bidder submitted with the letter of application as stipulated by the KSEDC and will be included in the Contract agreement.
6. 'Bid Amount' or 'Bid Price' means the total Bid amount indicated by the Bidder in the Price Bid of the Bidder.
7. 'Bid Security' or 'Earnest Money Deposit' shall have the same meaning.
8. 'Bidder' shall mean the person, company, corporate body, association, body of individuals, group of persons, limited Company, firm, organization either single or Joint Venture from India Bidding for the works and his/its executors or administrators or successor or assignees.
9. The 'KSEDC' or 'The Company' or 'KSEDC' or 'Buyer' or 'employer' shall mean 'Kerala State Electronics Development Corporation Limited'.
10. 'Contract' shall mean and include the conditions of Bid and Contract agreed to, specifications, schedules, drawings, annexures, letter of application, accepted schedule of prices and the agreement to be entered into.
11. 'Contract Agreement' shall mean the agreement entered into between the Contractor and the agreement authority.
12. 'Contractor' shall mean the Bidder who's Bid has been accepted by or on behalf of the KSEDC and shall include the Contractor, legal personnel, and representatives.
13. 'Contractor's Representative' means the person authorized by the Contractor in writing and approved by KSEDC to act on behalf of the Contractor for the purpose specified in the letter of authorization.
14. 'Contractor's Personnel' means the Contractor's representative and all personnel whom the Contractor authorizes who may include staff, labourer and all other employees and any personnel assisting the Contractor.

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15. 'Defect' shall mean any part of the supply or work or services not completed or not performing in accordance with Contract or specifications.
16. 'Drawing' shall mean collectively all the drawings, revisions and additions / modifications as per the Contract issued from time to time and drawings submitted by the Contractor and accepted by KSEDC.
17. 'Fiscal year' shall mean a year beginning on 1<sup>st</sup> April and ending 31<sup>st</sup> March in the succeeding year.
18. 'Month' or 'calendar month' shall mean not only the period from the first of a particular month, but also, any period between a date in a particular month and the day previous to the corresponding date in the subsequent month unless specifically stated otherwise.
19. 'Government' shall mean 'The Government of Kerala'.
20. 'I.S.S.' means the Indian Standard Specifications of the Bureau of Indian Standards.
21. 'Letter of acceptance' shall mean the letter of formal acceptance signed and issued by the Tendering/Bidding authority.
22. Obligations of KSEDC are only those obligations, which have been specifically agreed to in the agreement.
23. 'Performance Certificate' shall mean the certificate issued by KSEDC on the performance of the obligations of Contractor under the Contract, when completed and this constitutes the acceptance of the work in total. This certificate will be issued by the KSEDC on the basis of the application of the Contractor and only after the successful completion of period of Contract.
24. 'Period of Contract' shall mean the period covered from the date of issue of letter of acceptance to the date of completion of the supply including duly sanctioned extensions and the specified defects liability period.
25. 'Schedules' mean the documents completed and submitted by the Contractor with the Bid and as included in the Contract, which include the quantities, rates, general specifications, unit and technical particulars.
26. 'Site' or 'location' shall mean and include the lands and buildings in which the supply / work / services is to be executed in accordance with the Contract.
27. 'Specification' shall mean collectively, all the terms and stipulations contained in the Bid, Contract agreement and any additions/modifications in accordance with the Contract, technical provisions as per relevant BIS Codes and /or National Building Code and those specifically mentioned in construction drawings and its modifications and revisions which specifies the work wherever applicable or written directions of Engineer-in-charge.
28. 'Sub-Contractor' shall mean any person named in the Bid and agreement for any part of the work and the legal representatives, successors and assignees of such persons.

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29. 'Procurement Authority' or 'Bidding authority' shall mean the authorized officer of KSEDC who invites the Bid and issues the Bid documents on behalf of KSEDC.
30. 'Test' means the tests which are specified in the Contract and mandatory tests specified by rules or regulations, to be carried out in accordance with the specifications before the works or on completion of work to the satisfaction of the KSEDC.
31. 'Time of Completion' shall mean the date within which the work under the Contract is required to be completed in accordance with the specifications, drawings etc., including all extra items required to be executed for completion of the work and including all extension of time duly granted by the KSEDC.
32. 'The title of clauses' shall not limit, alter or affect the meaning of the specifications or conditions of Bid documents.
33. 'Words' importing the singular number shall include the plural number and plural the singular and the words importing the masculine gender shall include the feminine and the neutral gender where the context so requires. Words have their normal meaning under the language of the Contract unless specifically defined.
34. 'Work' means what the Contract requires the Contractor to construct, fabricate, furnish, supply, and (or) provide services for, install, complete, maintain, test, commission and hand over to the KSEDC depending on the order awarded.
35. 'Writing' shall include any manuscript, type written or printed statement under or over signature or seal as the case may be.

### 1.2 Abbreviations

<b>Abbreviation</b>	<b>Definition</b>
BOQ	Bill of Quantities (Excel Sheet of Price Schedule)
CFR	Cost and freight (port of destination)
CGST	Central Goods and Services Tax
CIF	Cost, Insurance & Freight (port of destination)
CPWD	Central Public Work Department
DAP	Delivered at Place (Destination)
DoE	Department of Expenditure
DP	Delivery Period
DPR	Detailed Project Report

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DSC	Digital Signature Certificate
EDP	Electronic Data Processing
EFT/NEFT	(National) Electronic Funds Transfer
EMD	Ernest Money Deposit
ESI	Employees State Insurance
ERV	Exchange Rate Variation
FOB	Free on Board (port of loading)
FOR	Free on Rail (named Station)
FOREX	Foreign Exchange
GCC	General Conditions of Contract
GST	Goods and Service Tax
HSN	Harmonized System of Nomenclature
IPR	Intellectual Property Rights
INR	Indian Rupee
ITB	Instructions To Bidders
ITC(HS)	Indian Tariff Classification (Harmonised System)
L1	Lowest One
LoA	Letter of Award (Acceptance)
MRP	Maximum Retail Price
MSME	Micro, Small and medium Enterprises
NIT	Notice Inviting Tender
OEM	Original Equipment Manufacturer
PVC	Price Variation Clause
PAN	Permanent Account Number
PBG	Performance Bank Guarantee
PF	Provident Fund
PWD	Public Work Department

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PQB	Pre-Qualification Bidding
RA	Registering Authority
SD	Security Deposit
SCC	Special Conditions of Contract
TCS	Tax Collected at Source
TDS	Tax Deducted at Source
TIA	Tender Inviting Authority

### **2. LANGUAGE OF CONTRACT**

Unless otherwise stipulated in SCC, the Contract shall be written in English. All correspondence and other Contract documents, which the parties exchange, shall also be written in English language. For purposes of interpretation of the Contract, the English documents shall prevail.

### **3. CONTRACT DOCUMENTS AND THEIR PRECEDENCE**

The following conditions and documents in indicated order of precedence (higher to lower) shall be considered an integral part of the Contract, irrespective of whether these are not appended/ referred to in it. Any generic reference to 'Contract' shall imply reference to all these documents as well:

- 1) Valid and authorized Amendments issued to the Contract.
- 2) The Agreement consisting of the initial paragraphs, recitals and other clauses set forth immediately before the GCC and including the formats annexed to it and signatures of Procuring Entity;
- 3) The Letter of Award (LoA)
- 4) Final written submissions made by the Contractor during negotiations, if any;
- 5) SCC
- 6) GCC
- 7) The Contractor's Bid;
- 8) Any other document listed in the SCC as forming part of this Contract.
- 9) Integrity Pact if any

### **4 GOVERNING LAWS AND JURISDICTION**

This Contract, its meaning and interpretation, and the relation between the Parties shall be governed by the Laws of India for the time being in force. Irrespective of the place of delivery, or the place of performance or the place of payments under the Contract, the Contract shall be deemed to have been made at the place from which the Letter of Award (LoA, or the Contract Agreement, in the absence of LoA) has been

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issued. The courts of such a place shall alone have jurisdiction to decide any dispute arising out or in respect of the Contract.

Unless otherwise stipulated in the Contract, if after the last deadline for the Bid submission (Techno-commercial), any law, regulation, ordinance, order or bye-law having the force of law is enacted, promulgated, abrogated, or changed in India (which shall be deemed to include any change in interpretation or application by the competent authorities) that subsequently affects the Delivery Date and/ or the Contract Price, then such Delivery Date and/ or Contract Price shall be correspondingly increased or decreased, to the extent that the Contractor has thereby been affected in the performance of any of its obligations under the Contract. Notwithstanding the foregoing, such additional or reduced cost shall not be separately paid or credited if the same has already been accounted for in the price adjustment provisions where applicable.

### **5. COMMUNICATIONS**

#### **5.1 Communications**

All Contract-related communications must be in writing, in the Contract's language, and delivered in a standard, acceptable business manner. The effective date is either the delivery date or the date stated in the communication, whichever is later. Only formally designated amendment letters can change Contract terms. Communications may include instructions, notifications, acceptances, or certificates from the Procuring Entity, or submissions and notifications from the Contractor, with required notifications or certificates sent separately.

#### **5.2 The person signing the Communications**

For all Contract-related matters, including arbitration, communications must be signed as follows:

- 1) The Contractor's representative who signed the Contract must sign all correspondences. If anyone else signs without disclosing proper authority, it will be presumed they have such authority. If later found unauthorized, the Procuring Entity may terminate the Contract for default, pursue remedies, and hold the person and/or Contractor liable for resulting costs or damages.
- 2) Unless stated otherwise, the Procurement Officer who signed the Contract shall manage and sign communications for the Procuring Entity. Other authorities like consignees, Inspecting Officers, and Paying Authorities will handle their respective roles during execution.

#### **5.3 Address of the parties for sending communications by the other party.**

For all Contract related communications, including arbitration:

- 1) The Contractor's address shall be as stated in the Contract unless updated through a separate, specific communication to the Procuring Entity. The Contractor is responsible for any consequences from failing to notify address changes properly.
- 2) The Procuring Entity's address shall be the one mentioned in the Contract, and the Contractor must also send copies to officers currently handling the Contract.

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- 3) Contractor's communications must also be marked to the Procurement Officer who signed the Contract, and where applicable, to the Inspecting Officer/Agency, consignees, and paying authorities. Both parties must inform each other of any additional addresses for communication before Contract commencement if not already stated.

### **6 CONTRACTOR'S OBLIGATIONS AND RESTRICTIONS ON ITS RIGHTS**

#### **6.1 Changes in Constitution/ financial stakes/ responsibilities of a Contract's Business**

The Contractor must promptly inform the Procuring Entity of any changes in its constitution, financial structure, or responsibilities during Contract execution. In case of a partnership firm, (1) no new partner can be added without prior written approval from the Procuring Entity and an undertaking from the new partner to assume full Contract obligations; (2) upon death or retirement of a partner before Contract completion, the Procuring Entity may terminate the Contract and seek remedies; and (3) if not terminated, the retiring partner remains liable until a formal public notice under Section 32 of the Partnership Act is submitted to the Procuring Entity.

#### **6.2 Obligation to Maintain Eligibility and Qualifications**

The Contract has been awarded to the Contractor based on specific eligibility and qualification criteria. The Contractor is contractually bound to maintain such eligibility and qualifications during the execution of the Contract. Any change which would vitiate the basis on which the Contract was awarded to the Contractor should be pro-actively brought to the notice of the Procuring Entity within 7 days of it coming to the Contractor's knowledge.

#### **6.3 Consequences of a breach of Obligations**

If the Contractor, its partners, Sub-Contractors, or personnel breach their obligations, they must remedy the breach within 21 days and inform the Procuring Entity. However, the Procuring Entity may treat it as a Contract breach and invoke any Contractual remedies. The Procuring Entity's decision on whether a breach has occurred shall be final and binding on the Contractor

#### **6.4 Assignment and Sub-Contracting**

The Contractor shall not sublet, transfer, or assign the Contract or any part of it without prior written consent from the Procuring Entity.

The Contractor must inform the Procuring Entity in writing of all Sub-Contracts awarded, unless already stated in the Contract. Such Sub-Contracts, limited to bought-out items and incidental works/services, do not relieve the Contractor of its obligations.

If the Contractor sublets or assigns this Contract or any part thereof without such permission, the Procuring Entity shall be entitled, and it shall be lawful on his part, to treat it as a breach of Contract and avail any or all remedies there under.

#### **6.5 Indemnities for breach of IPR Rights**

- 1) The Contractor shall indemnify and hold harmless, free of costs, the Procuring Entity and its employees and officers from and against all suits, actions or administrative proceedings, claims, damages, costs, and expenses of any failure,

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including attorneys fees and expenses, which may arise in respect of the Goods provided by the Contractor under this Contract, as a result of any infringement or alleged infringement of any patent, utility model, registered design, copyright, or other intellectual Property rights or trademarks, registered or otherwise existing on the date of the Contract arising out of or in connection with:

- a) Any design, data, drawing, specification, or other documents of goods or designed by the Contractor for or on behalf of the Procuring Entity.
  - b) The sale by the Procuring Entity in any country of the products produced by Goods supplied by the Contractor, and
  - c) The installation of the Goods by the Contractor or the use of the Goods at the Procuring Entity's Site
- 2) Such indemnity shall not cover any use of the Goods or any part thereof any products produced thereby:
- a) Other than for the purpose indicated by or to be reasonably inferred from the Contract.
  - b) in association or combination with any other equipment, plant, or materials not supplied by the Contractor.
- 3) If any proceedings are brought, or any claim is made against the Procuring Entity arising out of the matters referred above, the Procuring Entity shall promptly give the Contractor a notice thereof. As its own expense and in the Procuring Entity's name the Contractor may conduct such proceedings or claim, keeping the Procuring Entity informed.
- 4) If the Contractor fails to notify the Procuring Entity within twenty-eight (28) days after receiving such notice that it intends to conduct any such proceedings or claim, then the Procuring Entity Shall be free to conduct the same on its behalf at the risk and cost to the Contractor.
- 5) At the Contractor's request, the Procuring Entity shall afford all available assistance to the Contractor in conducting such proceedings or claim and shall be reimbursed by the Contractor for all reasonable expenses incurred in so doing.

### **6.6 Confidentiality, Secrecy and IPR Rights**

#### **6.6.1 IPR Rights**

All deliverables, outputs, plans, drawings, specifications, designs, reports, and other documents and software submitted by the Contractor under this Contract shall become and remain the property of the Procuring Entity and subject to laws of copyright and must not be shared with third parties or reproduced, whether in whole or part, without the Procuring Entity's prior written consent. The Contractor shall, not later than upon termination or expiration of this Contract, deliver all such documents and software to the Procuring Entity, together with a detailed inventory thereof. The Contractor may retain a copy of such documents and software but shall not use it for any commercial purpose.

#### **6.6.2 Confidentiality**

All documents, drawings, samples, data, associated correspondence or other information furnished by or on behalf of the Procuring Entity to the Contractor, in connection with the Contract, whether such information has been furnished before, during or following completion or termination of the Contract, are confidential and shall remain the property of the Procuring Entity and shall not, without the prior written consent of Procuring Entity neither be divulged by the Contractor to any third party, nor be used by him for any purpose other than the design, procurement, or other services and work

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required for the performance of this Contract. If advised by the Procuring Entity, all copies of all such information in original shall be returned on completion of the Contractor's performance and obligations under this Contract.

### **6.6.3 Secrecy**

If The Contract declares the subject matter of this Contract as coming under the Official Secrets Act, 1923 or if the Contract is marked as "Secret", the Contractor shall take all reasonable steps necessary to ensure that all persons employed in any connection with the Contract, have acknowledged their responsibilities and penalties for violations under the Official Secrets Act and any regulations framed there under.

### **6.6.4 Obligations of the Contractor**

The Contractor shall indemnify the Procuring Entity and its personnel against all legal claims, damages, or expenses including attorney fees arising from any infringement of intellectual property rights related to Goods provided under the Contract, including those based on Contractor-supplied designs, documents, or installations. This indemnity does not apply to misuse or use in combination with unrelated third-party items. Upon receiving such a claim, the Procuring Entity will notify the Contractor, who may assume responsibility for resolution at its own cost, keeping the Procuring Entity informed. If the Contractor does not respond within 28 days, the Procuring Entity may proceed at the Contractor's risk and expense. The Procuring Entity will assist the Contractor, with all reasonable costs reimbursed by the Contractor.

### **6.7 Performance Bond/ Security**

- 1) Within fourteen days (or any other period mentioned in Tender Document or Contract) after the issue of Letter of Award (LoA or the Contract, if LoA is skipped) by the Procuring Entity, the Contractor shall furnish to the Procuring Entity, performance security, valid up to sixty days (or any other period mentioned in Tender Document or Contract) after the date of completion of all Contractual obligations by the Contractor, including the warranty obligations.
- 2) The amount of Performance security shall be as stipulated in Tender Document or Contract (or if not specified @ 5% of the Contract Price) denominated in Indian Rupees or the currency of the Contract and shall be in one of the following forms:
- 3) If the Contractor during the currency of the Contract fails to maintain the requisite Performance Security, it shall be lawful for the Procuring Entity at its discretion at its discretion
  - a) to terminate the Contract for Default besides availing any or all Contractual remedies provided for breaches/ default, or
  - b) without terminating the Contract:
    - i. recover from the Contractor the amount of such security deposit by deducting the amount from the pending bills of the Contractor under the Contract or any other Contract with the Procuring Entity or the Government or any person Contracting through the Procuring Organisation or otherwise howsoever as per GCC-clause 10.4, or
    - ii. treat it as a breach of Contract and avail any or all availing any or all Contractual remedies provided for breaches/default.

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- 4) In the event of any amendment issued to the Contract, the Contractor shall furnish suitably amended value and validity of the Performance Security in terms of the amended Contract within fourteen days of issue of the amendment.
- 5) Subject to the sub-clause above, the Procuring Entity shall release the performance security without any interest to the Contractor on completing all Contractual obligations, including the warranty obligations, if any. Alternatively, for the duration of Warranty obligations, upon the Contractor submitting a suitable separate Warranty Security, the original Performance Guarantee Security shall be released after receipt of the above.

No claim shall lie against the Procuring Entity regarding interest on cash deposits or Government Securities or depreciation thereof.

### **6.6 Permits, Approvals and Licenses**

Whenever the supply of Goods and incidental Works/ Services requires that the Contractor obtain permits, approvals, and licenses from local public authorities, it shall be the Contractor's sole responsibility to obtain these and keep these current and valid.

### **6.7 Labour Codes and Related Obligations**

*This clause shall be applicable only if it is specifically indicated to be applicable in SCC.*

#### **6.7.1 Independent Contractor**

The Contractor's status shall be that of an independent Contractor and Primary Employer of staff deployed during the Contract by him or his Sub-Contractors or other associates. The Contractor, its employees, agents, and Sub-Contractors performing under this Contract are not employees or agents of the Procuring Organisation or Procuring Entity or Central or State Government or their agencies/ Enterprises, simply by Services delivered under this Contract.

#### **6.7.2 Obligations of the Contractor under Labour Codes and Rules**

If the Contract or any part of it is to be performed at the premises of the Procuring Entity or Consignee, the Contractor shall comply with applicable Labour Codes—including the Code on Wages (2019), Industrial Relations Code (2020), Social Security Code (2020), and Occupational Safety, Health and Working Conditions Code (2020)—along with the relevant rules as amended from time to time. The Contractor shall also indemnify the Procuring Entity against any claims arising under these Codes and Rules.

The Contractor must obtain and maintain a valid licence under the applicable Labour Codes throughout the Contract period. Failure to do so shall be treated as a breach of Contract, and the Procuring Entity may invoke remedies accordingly.

The Contractor must ensure compliance with applicable Labour Codes and Rules for all labour engaged, directly or indirectly, in Contract execution. The Contractor is solely responsible for filing required returns and must also submit monthly compliance reports to the Procuring Entity. Failure to comply may lead to actions by the Procuring Entity, including withholding payments.

The Contractor must pay wages, not below the minimum rates notified by the State or Central Government (whichever is higher), via bank transfer to all workers engaged directly or indirectly, including those hired by Sub-Contractors. Monthly bank statements proving wage payments must be submitted. The Procuring Entity may, at its

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discretion, monitor compliance and may withhold payments if the Contractor fails to provide proof.

If the Procuring Entity is required to pay wages or incur costs due to the Contractor's failure to comply with Labour Codes and Rules, it may recover the amount from the Contractor. Recovery may be made from the security deposit or any other dues. The Procuring Entity is not obliged to contest such claims unless the Contractor requests in writing and provides full security for associated costs. The Procuring Entity's decision on the recoverable amount will be final and binding.

### **7. Scope of Supply and Technical Specifications**

#### **7.1 The Scope of Supply**

- 1) This Contract is for the supply of the Goods of the description, specifications, and drawings, and in the quantities outlined in the Contract on the dates specified therein.
- 2) **Incidental Works/ Services:** If so stipulated, the Contractor shall be required to perform specified incidental Works/ Services (e.g., Installation, Commissioning, Operator's Training etc. in case of Supply of Capital Goods/ Machinery & Plant) as an integral part of the Goods in the Contract.

#### **7.2 Technical Specifications and Standards**

The Goods and related Works/Services provided must meet the technical specifications and quality standards stated in Section VII of the Tender or as mentioned in the Contract. Where no specific standards are provided, the latest relevant authoritative standards shall apply. The supplied Goods must:

- 1) Be brand new, unused, and reflect the latest design and material advancements.
- 2) Be made from specified/appropriate materials, free from defects, and conform to the required workmanship and quality as per Contract specs, drawings, or approved samples.

#### **7.3 Quantity Tolerance**

Unless otherwise stipulated in the Contract, the obligation for completing supplies shall be considered complete if the Goods have been supplied to the tolerance of plus or minus 5% of the quantity or of the total value of goods ordered in the Contract.

#### **7.4 Option Quantity Clause:**

If expressly stated in the Contract, the Procuring Entity may, at its discretion, increase or decrease the ordered quantity by the specified percentage (or 25% if not mentioned) any time up to the final delivery date. This can be done with reasonable notice and extended delivery time, even if the original quantity has already been fully supplied.

#### **7.5 Spare parts in Supply of Capital Goods/ Machinery and Plant**

If the Contract involves Capital Goods or Machinery & Plant, the Contractor shall:

- 1) Supply spare parts as chosen by the Procuring Entity, without affecting the Contractor's warranty obligations.

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- 2) If spare part production is discontinued during the equipment's service life (or Contract-stipulated period), the Contractor must:
  - a) Give prior notice to allow time for the Procuring Entity to purchase needed spares.
  - b) On request, provide free designs, drawings, specs, and alternate sources.
- 3) Maintain sufficient inventory to ensure prompt ex-stock supply of consumable spares upon order.

### **7.6 Warranty/ Guarantee**

If specified in the SCC/Contract:

- 1) The Contractor guarantees all Goods are free from defects due to design, material (unless as per Procuring Entity's specs), or workmanship under normal use in Indian conditions.
- 2) Unless otherwise stated, the warranty is valid for 30 months from delivery or 24 months from commissioning—whichever is earlier.
- 3) This warranty obligation remains valid even after inspection, acceptance, payment, or Contract termination.
- 4) The Procuring Entity will notify defects in writing. Upon receipt, the Contractor must repair/replace the item within 14 days (or as per Contract), free of cost at the destination.
- 5) Replaced items must be taken back by the Contractor, with no claim on Procuring Entity thereafter.
- 6) Delay in response beyond the stipulated time will attract a penalty of 0.5% of Contract value per delay instance, up to 5%. Further delays may result in full encashment of performance guarantees.
- 7) Any repaired/replaced items will carry warranty till the original period ends.
- 8) Failure to rectify/replace defects within 21 days (or as per Contract) will be treated as default, inviting remedial actions.

## **8. INSPECTION, QUALITY ASSURANCE, PACKING, TRANSPORTATION, INSURANCE AND RECEIPT**

### **8.1 Inspection and Testing**

- 1) Technical specifications and quality checks (Section VII) define inspection/test requirements. When done at the Contractor's or sub-Contractor's premises, full access and support must be provided by the Contractor.
- 2) The Procuring Entity or its representative will inspect/test the Goods and incidental services, at no cost. Contractor must notify when items are ready and cooperate with inspection planning.
- 3) If required, the Contractor must submit samples for raw material or Goods before bulk production. Delays in sample approval will not justify delivery extensions.
- 4) Unless stated otherwise, all testing costs, including third-party tests, are borne by the Contractor.

### **8.2 Consequence of Rejection**

- 1) If Goods are rejected, the Contractor must remove them within 21 days (48 hours if dangerous/perishable), failing which the Procuring Entity may retain or

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dispose of them at Contractor's cost. Any costs or payments made will be recovered.

- 2) Rejected Goods are at Contractor's risk immediately upon rejection. Delays in removal may attract ground rent/demurrage.
- 3) Disposal doesn't absolve Contractor of further dues (inspection charges, refund of price, etc.).
- 4) If the price is F.O.R. dispatching station and goods are rejected at destination, Contractor must refund full price and freight before reclaiming rejected goods.

### **8.3 Last Moment Inspection**

- 1) Contractor must present Goods for inspection well before delivery deadline. If offered late, inspection may still be conducted post-deadline only with written request, at Contractor's risk.
- 2) Post-deadline inspection doesn't extend the Contract timeline or affect Procuring Entity's rights. If rejected, Contract may be cancelled at Contractor's risk. If accepted, delivery period may be extended with conditions as per relevant clauses in the Tender document.

### **8.4 Consignee's Right to Reject**

- 1) Even if Goods pass initial or final inspection, the consignee may reject them later if they fail to meet technical specifications or quality requirements.
- 2) The consignee may inspect and reject Goods upon delivery at final destination if there is damage or non-compliance, regardless of prior inspections.

Note: For pre-inspected Goods, rejection advice must be issued within 90 days of receipt.

## **8. PACKING, TRANSPORTATION, INSURANCE AND RECEIPT**

### **Packing, Specification and Quality**

- 1) Goods must be marked as per applicable Indian laws on merchandise markings.
- 2) Contractor must ensure strong and durable packing capable of withstanding transit, rough handling, and open storage. Packing must consider weight, size, volume, destination remoteness, and handling facilities.
- 3) Packing quality, internal/external markings, and documentation must comply with the Technical Specification and Quality Assurance (TSQA) and Contract terms. Amendments to packing must be followed as per Contract changes.
- 4) Unless stated otherwise, all containers (boxes, tins, drums, etc.) are non-returnable, and their cost is included in the Contract price.
- 5) If specified, returnable containers must be clearly marked as such. Unless otherwise stated, reverse transport cost is borne by the Contractor.
- 6) If containers are charged separately, they must be invoiced as per Contract. Full credit will be given upon their return. The Procuring Entity's decision is final in case of disputes or delays in returning containers and may include compensation.

### **8.2 Packing instructions**

Unless otherwise mentioned in the 'Technical Specification and Quality Assurance' under and SCC the Contractor shall make separate packages for each consignee (in case there is more than one consignee mentioned in the Contract) and mark each package on three sides with the following with indelible paint of proper quality:

- 1) An iconic graphical mark to visually identify a particular consignment.

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- 2) Name of the Procuring Entity; Contract number and date
- 3) Brief description of Goods including quantity.
- 4) The gross weight of the package
- 5) Serial number of this package and the total number of packages in the consignment
- 6) Packing list reference number
- 7) Country of origin of goods
- 8) Consignee's name and full address and
- 9) Contractor's name and address

### **8.3 Transfer of Title of Goods**

Ownership of Goods remains with the Contractor despite inspection, approval, or payment until the consignee receives, inspects, and accepts the Goods. The Contractor bears all risks (loss, damage, deterioration) during (a) Storage post-inspection (b) Transit to the consignee or interim consignee. The Contractor is solely responsible for raising claims with carriers in case of delivery issues (e.g., non-delivery, damage, or loss). If the Contract specifies delivery to an interim consignee, risk passes to the Procuring Entity only after such delivery is made.

### **8.4 Transportation**

#### **8.4.1 Instructions for transportation of domestic Goods**

If no instruction is provided in the Contract, the Contractor shall arrange transportation of the ordered Goods as per its procedure. The Contractor must promptly send all required despatch documents to the Procuring Entity for timely clearance or receipt of Goods as per Contract terms.

### **8.5 Freight**

The Goods shall be despatched at public tariff rates. In the case of F.O.R. station of despatch Contract, the Goods shall be booked by the most economical route or most economical tariff available at the time of despatch as the case may be. Failure to do so shall render the Contractor liable for any avoidable expenditure caused to the Procuring Entity. Where alternative routes exist, the Procuring Entity shall, if called upon to do so, indicate the most economical route available or name the authority whose advice in the matter shall be taken and acted upon. If any advice of any such authority is sought, his decision or advice in the matter shall be final and binding on the Contractor.

### **8.6 Insurance**

Unless otherwise instructed in the Contract, the Contractor shall arrange for insuring the Goods against loss or damage incidental to manufacture or acquisition, transportation, storage, and delivery.

### **8.7 Receipt of Consignment**

#### **8.7.1 Preliminary Acknowledgement**

At the time of the delivery at the destination, the consignee shall receive the Goods on a "subject to inspection and acceptance in terms of Contract" basis and shall issue the preliminary receipt to acknowledge having received the claimed quantity (not the quality) of consignment.

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### **8.7.2 Goods Receipt and Inspection Report**

If the received consignment successfully passes the quantity and quality checks, procuring Entity shall issue a Goods Receipt and Inspection Report (GRIR, or a similar voucher by any other name). The Contractor may claim payment based on this document inter-alia other specified documents.

### **8.7.3 Rejection of Consignment by the Consignee**

If the received consignment or part thereof fails to pass quantity and quality checks, the Procuring Entity shall issue a Rejection Note, noting the reasons for rejection. The Paying Authority shall recover any part payment or freight charges paid for the rejected consignment. The Contractor shall take back the rejected within 21 days unless otherwise stipulated in the Contract.

## **9. TERMS OF DELIVERY AND DELAYS**

### **9.1 Effective Date of Contract**

The effective date of the Contract shall be the date on which it has been signed by the Procuring Entity or the effective date mentioned in the Contract, whichever is later. If the procurement entity receives no communication from the Contractor within 14 days of the date signed by the procuring entity or the date of sending it to the Contractor, whichever is later, then the date of signing shall be the effective date of the Contract. The dates of deliveries shall be counted from such date. No notice to commence the Contract shall be issued separately.

### **9.2 Time is the Essence of the Contract**

The time and date stipulated in the Contract for the delivering the Goods, any extension thereof as may be granted by KSEDC, shall be deemed to be of the essence of the Contract. The Supplier that delivery is completed no later than the delivery is completed no later than the specified dates. Failure to adhere to the delivery schedule may constitute a breach of Contract, liable for appropriate action as per the terms and conditions.

### **9.3 Destination Places**

The destination(s) where the Goods are to be delivered shall be as stipulated in the Contract or Section V – Schedule of Requirements.

### **9.4 Terms of Delivery**

- 1) Terms of delivery (e.g., F.O.R. destination/ CIF/ DAP etc.) shall determine the point at which the responsibilities and property in goods passes over from the Contractor to the Procuring Entity. These terms also determine the time of delivery.
- 2) The Contractor shall either deliver free or F.O.R. or C.I.F. at the place/ places or otherwise as detailed in the Contract, the quantities of the Goods detailed therein and the Goods shall be delivered or despatched not later than the dates stipulated in the Contract. The delivery shall not be complete unless the Goods are inspected and accepted by the Consignee as provided in the Contract. No Goods shall be deliverable to the consignee on Sundays and public holidays or outside designated working hours without the written permission of the consignee.

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- 3) The Contractor shall not despatch the Goods after the expiry of the delivery period. The Contractor must apply to the Procuring Entity to extend the delivery period and obtain the same before despatch. If the Contractor despatches the Goods without obtaining an extension, it would be doing so at its own risk, and no claim for payment for such supply and/ or any other expense related to such supply shall lie against the Procuring Entity.

### **9.5 Part Supplies**

The Contractor shall not arrange part-shipments and/ or transshipment if not stipulated in the Contract without the express/ prior written consent of the Procuring Entity.

### **9.6 Progressing of Deliveries**

The Contractor shall allow reasonable facilities and free access to his Works/ records to the Inspecting Officer or such other Officer as may be nominated by the Procuring Entity to ascertain the progress of the deliveries under the Contract. The Contractor shall, from time- to-time, render such reports concerning the progress of the Contract and/ or supply of the Goods in such form as may be required by the Procuring Entity. The submission, receipt and acceptance of such reports shall not prejudice the rights of the Procuring Entity under the Contract, nor shall operate as an estoppel against the Procuring Entity merely because he has not taken notice of/ or subjected to test any information contained in such report.

### **9.7 Notification of Delivery**

The Contractor shall immediately notify the consignee and Procuring Entity upon each despatch or delivery. A detailed packing list and Contract references must be sent with every consignment. The Railway Receipt/Consignment Note/Bill of Lading must be forwarded promptly by registered post, courier, or by hand. Any demurrage or charges due to delay in sending these documents shall be borne by the Contractor.

### **9.8 Dispatches at the last moment or after the expiry of the delivery**

If local supplies are made after the delivery date, the consignee may reject them or accept them without waiving any rights under the Contract. Such goods remain at the Contractor's risk and do not imply delivery period extension. For imported goods, despatch after the delivery date without prior extension is at the Contractor's risk. The consignee is not liable for related charges or deterioration, and payment under LC may be denied

### **9.9 Delay in the Contractor's performance**

If the Contractor fails to deliver goods or incidental services on time or repudiates the Contract, the Procuring Entity may, without prejudice to other rights, recover liquidated damages (Clause 9.12) or treat it as a breach of Contract (Clause 12.1) and invoke applicable remedies.

### **9.10 Inordinate Delays**

Inexcusable delays of more than one-fourth (25%) of the total completion period shall be treated as inordinate delays. Such inordinate delays shall be noted as poor performance and be held against the Contractor in future Tenders. A show-cause notice shall be issued to the Contractor before declaring it a poor performance. Such delays may be considered as a breach of the Contract at the option of the Procuring Entity.

### **9.11 Extension of Delivery Period**

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### **Extension of Delivery Period (EDP):**

If the Contractor faces delays, they must promptly inform the Procuring Entity and request an extension. The Procuring Entity may grant an extension, with or without liquidated damages and denial clauses, by amending the Contract.

### **Conditions for EDP:**

- 1) **Liquidated Damages:** Applicable on delayed goods/services beyond original delivery date.
- 2) **Denial Clause**
  - (i) No price increase due to statutory or tax changes after original delivery date.
  - (ii) No price escalation on any grounds (e.g., forex, price variation) for goods delivered late.
  - (iii) However, any price reductions post-original delivery date shall benefit the Procuring Entity.

### **9.12 Liquidated damages**

Subject to Clause 9.11, if the Contractor fails to deliver the Goods or perform incidental Works/Services (e.g. installation, commissioning, training) within the Contractually agreed timelines, the Procuring Entity may deduct from the Contract price liquidated damages (not as a penalty) at 0.5% per week (or as specified) of the delayed portion's price (including GST & freight) for each week or part thereof, up to a maximum of 10% of that portion's Contract value. The denial clause shall also apply during the delay. Delays by sub-Contractors shall not be grounds for time extension or exemption from damages.

### **9.13 Force Majeure**

- 1) On the occurrence of any unforeseen event, beyond the control of either Party, directly interfering with the delivery of Services arising during the currency of the Contract, such as war, hostilities, acts of the public enemy, civil commotion, sabotage, fires, floods, explosions, epidemics, quarantine restrictions, strikes, lockouts, or acts of God, the affected Party shall, within a week from the commencement thereof, notify the same in writing to the other Party with reasonable evidence thereof. Unless otherwise directed by the Procuring Entity in writing, the Contractor shall continue to perform its obligations under the Contract as far as reasonably practicable and shall seek all reasonable alternative means for performance not prevented by the Force Majeure event. If the force majeure condition(s) mentioned above be in force for 90 days or more at any time, either party shall have the option to terminate the Contract on expiry of 90 days of commencement of such force majeure by giving 14 days' notice to the other party in writing. In case of such termination, no damages shall be claimed by either party against the other, save and except those which had occurred under any other clause of this Contract before such termination.
- 2) Notwithstanding the remedial provisions contained in Liquidated damages (GCC) Defaults and Breach of Contract (GCC), none of the Party shall seek any such remedies or damages for the delay and/ or failure of the other Party in fulfilling its obligations under the Contract if it is the result of an event of Force Majeure.

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### 10. PRICES AND PAYMENTS

#### 10.1. Prices

##### 10.1.1 Charged Prices

Prices must match those quoted in the Bid/negotiation and listed in the Contract, unless explicitly adjusted per Contract provisions.

##### 10.1.2 Controlled Prices

Prices cannot exceed government-controlled rates or the lowest MRP in the region. If overcharged without justification in the Bid, the Procuring Entity may annul the award, recover excess payments (Clause 10.4), or treat it as breach of Contract.

##### 10.1.3 Components & Incidental Works

Payment is only for complete consignments. Incomplete Goods or deficient incidental services won't be paid. Spares are payable only if primary Goods are received.

##### 10.1.4 Firm Prices

Prices are firm unless variation clauses (Price/Exchange Rate etc.) are specified. In such cases, Clause 10.3.3 applies.

##### 10.1.5 Price Variation Clause (PVC)

- 1) Applicable only during original delivery period. No price increases allowed in extended period, but reductions are applicable (Denial Clause)
- 2) Taxes/duties apply to post-variation net price.
- 3) Contractor must provide variation calculations with invoices and pass on any reductions.

##### PVC Formula

Price changes account for labour, material, and fuel cost shifts quarterly, using indices from the base quarter (before Bid submission deadline) and quarter of delivery.

##### Exchange Rate Variation (ERV)

- 1) Contract must specify import content and base exchange rate (as on last Bid submission date).
- 2) ERV applies up to delivery period's midpoint.
- 3) To claim ERV, Contractor must submit a working sheet, bank advice, import orders, and supplier invoices.

##### 10.1.6 Fall Clause

This clause shall be applicable only if explicitly invoked in SCC.

The Price charged for the Goods supplied under the Contract by the Contractor shall in no event exceed the lowest price at which the Contractor sells the Goods offers to sell Goods of identical description, to any person/organization

The above stipulation shall, however not apply to (a)Export by the Contractor (b)Sale of Goods/Service as original equipment at prices lower than the prices charged for normal replacement.

#### 10.2 Taxes and Duties

The Contractor shall be entirely responsible for all taxes, duties, fees, levies etc., incurred until delivery of the Goods to the Procuring Entity. Further instruction, if any, shall be as provided in the Contract. If applicable under relevant tax laws and rules, the

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Procuring Entity shall deduct from all payments and deposit required taxes to respective authorities on account of GST Reverse Charge Mechanism (Tax Deducted at Source (TDS), and Tax Collected at Source (TCS) relating to Income Tax, labour cess, royalty etc.)

**Statutory Variation Clause:** Unless otherwise stated in the Contract, statutory increase in applicable GST rate only during the original delivery period shall be to Procuring Entity's account. Any increase in the rates of GST beyond the original completion date during the extended delivery period shall be borne by the Contractor. The benefit of any reduction in GST rate must be passed on to the Procuring Entity during the original and extended delivery period. However, GST rate amendments shall be considered for quoted HSN code only, against documentary evidence, provided such an increase of GST rates after the last date of Bid submission.

### 10.3 Terms and Mode of Payment

The general payment term shall be 90% against supply of material at the premise of the supplier and balance after installation/ commissioning of the items.

#### 10.3.3 General Payment condition for payment

##### 1) Currency

- a) Payments in domestic Contracts are in Indian Rupees.
- b) In global Tenders, foreign Bidders are paid in the Contract-specified currency; however, agency commission and local value addition are paid only in Indian Rupees.

##### 2) Invoice & Documents

Contractor must submit a **GST-compliant invoice** and all required documents as per Contract terms. The invoice must certify that the claim complies with Contract obligations.

##### 3) Documents typically required

- a) Original GST Invoice
- b) Pre-dispatch inspection certificate (if applicable)
- c) Manufacturer's test certificate (if applicable)
- d) Performance/Warranty bond (if applicable)
- e) Insurance certificate (if applicable)
- f) Shipping/despatch documents (e.g. Bill of Lading, Rail Receipt etc.)
- g) Consignee's receipt and acceptance certificate (for payment after receipt)
- h) Any other Contract-specified document

#### 10.3.4 Advance/ mobilization Payment not allowed

Payments for supplies made or incidental works/ services rendered shall be released after supplies have been made and only after such incidental works/ services have also been rendered. If expressly provided for in the Contract, partial payments against dispatch documents shall not be considered an advance payment for this clause.

### 10.4 Withholding and lien in respect of sums claimed

If any payment claim arises against the Contractor under the Contract, the Procuring Entity may **withhold or retain** such amounts from:

## SUPPLY OF DISPLAY BOX ASSEMBLY FOR ESV3-1 PROJECT

- a) Security or retention money deposited by the Contractor
- b) Any current or future payments under the same or other Contracts (if security is insufficient or not taken)

For partnership firms or companies, amounts may also be withheld from payments due to partners or the company. Withheld sums will remain so until the dispute is settled. No interest or damages shall be claimed by the Contractor on the withheld amounts. Lien in respect of Claims in other Contracts: Any amount due to the Contractor, including refundable security deposit, may be withheld or retained by the Procuring Entity or Government against claims arising from any other Contract between the Contractor and the Procuring Entity or KSEDC.

### 10.5 Payment Against Time-Barred Claims

All claims against the Procuring Entity shall be legally time-barred after three (3) years calculated from the date when the payment falls due unless the payment claim has been under correspondence. The Procuring Entity is entitled to, and it shall be lawful for it to reject such claims.

## 11. RESOLUTION OF DISPUTES

### 11.1 Disputes and Excepted Matters

All disputes and differences arising between the parties to this Contract—whether related to the interpretation, construction, or performance of the Contract; the rights and liabilities of the parties; or any other matter arising out of or in connection with the Contract—shall be referred to as a "Dispute." If any such Dispute arises, the aggrieved party shall notify the other party in writing within thirty (30) days of becoming aware of the matter, detailing the nature of the Dispute and the relevant Contractual clauses, through a formal Notice of Dispute addressed to the designated authority.

The parties shall first attempt to resolve the Dispute amicably through discussions between the Procurement Authority and the Contractor within thirty (30) days of the Notice of Dispute. If the Dispute is not resolved within this period, it shall be escalated to the Managing Director of KSEDC for settlement. If the Managing Director is unable to resolve the matter, the Dispute shall be subject to the jurisdiction of the courts in Trivandrum, Kerala.

## 12. Defaults, Breaches, Termination, and closure of Contract

### 12.1 Defaults and Breach of Contract

In case the Contractor undergoes insolvency or receivership; neglects or defaults, or expresses inability or disinclination to honour his obligations relating to the performance of the Contract or ethical standards or any other obligation that substantively affects the Procuring Entity's rights and benefits under the Contract, it shall be treated as a breach of Contract. Such defaults could include inter-alia.

- 1) **Default in Performance and Obligations:** if the Contractor fails to deliver any or all of the Goods or fails to perform any other Contractual obligations (including Code of Integrity or obligation to maintain eligibility and Qualifications based on which Contract was awarded) within the period stipulated in the Contract or within any extension thereof granted by the Procuring Entity.
- 2) **Insolvency:** If the Contractor being an individual or if a firm, any partner thereof, shall at any time, be adjudged insolvent or shall have a receiving order or order for the administration of his estate made against him or shall take any

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proceeding for composition under any Insolvency Act for the time being in force or make any conveyance or assignment of his effects or enter into any assignment or composition with his creditors or suspend payment or if the firm be dissolved under the Partnership Act, or

- 3) **Liquidation:** if the Contractor is a company being wound up voluntarily or by order of a Court or a Receiver, Liquidator or Manager on behalf of the Debenture-holders is appointed, or circumstances shall have arisen which entitle the Court or Debenture- holders to appoint a Receiver, Liquidator or Manager

### 12.2 Notice for Default

As soon as a breach of Contract is noticed, a show-cause 'Notice of Default' shall be issued to the Contractor, giving two weeks' notice, reserving the right to invoke Contractual remedies. After such a show-cause notice, all payments to the Contractor would be temporarily withheld to safeguard needed recoveries that may become due on invoking Contractual remedies.

### 12.3 Terminations for Default

**Notice for Termination for Default:** In the event of unsatisfactory resolution of 'Notice of Default' within two weeks of its issue as per sub-clause above, the Procuring Entity, if so decided, shall by written Notice of Termination for Default sent to the Contractor to terminate the Contract in whole or in part, without compensation to the Contractor. Such termination shall not prejudice or affect the rights and remedies, including under sub-clause below, which have accrued and/ or shall accrue to the Procuring Entity after that. Unless otherwise instructed by the Procuring Entity, the Contractor shall continue to perform the Contract to the extent not terminated. All warranty obligations, if any, shall continue to survive despite the termination.

### 12.4 Contractual Remedies for Breaches/Defaults or Termination for Default

The Procuring Entity shall take one or more of the following Contractual remedies in case of breach/default of Contracts.

- 1) Temporary withhold payments due to the Contractor till recoveries due to invocation of other Contractual remedies are complete.
- 2) Call back any loaned property or advances of payment, if any, with the levy of interest at the prevailing rate.
- 3) Recover liquidated damages and invoke denial clause for delays. Encash or Forfeit performance or other Contractual securities. Prefer claims against insurances, if any.
- 4) Terminate Contract for default, fully or partially including its right for Risk-and-Cost Procurement as per following sub-clause.
- 5) **Risk and Cost Procurement:** In addition to termination for default, the Procuring Entity shall be entitled, and it shall be lawful on his part, to procure Goods similar to those terminated, with such terms and conditions and in such manner as it deems fit at the "Risk and Cost" of the Contractor. Such 'Risk and Cost Procurement' must be Contracted within six months from the breach of Contract. The Contractor shall be liable for any loss which the Procuring Entity may sustain on that account provided the procurement, or, if there is an agreement to procure, such agreement is made. The Contractor shall not be entitled to any gain on such procurement, and the manner and method of such procurement shall be in the entire discretion of the Procuring Entity. It shall not be necessary for the Procuring Entity to notify the Contractor of such

## SUPPLY OF DISPLAY BOX ASSEMBLY FOR ESV3-1 PROJECT

procurement. It shall, however, be at the discretion of the Procuring Entity to collect or not the security deposit from the firm/ firms on whom the Contract is placed at the risk and cost of the defaulted firm.

*Note: Regarding the Goods which are not readily available in the market and where procurement difficulties are experienced, the period for making risk procurement shall be nine months instead of six months provided above.*

The procuring entity may initiate proceedings in a court of law for the transgression of the law, tort, and loss, not addressable by the above means.

### **12.5 Limitation of Liability**

Except in cases of criminal negligence or wilful misconduct, the aggregate liability of the Contractor to the Procuring Entity, whether under the Contract, in tort or otherwise, shall not exceed the total Contract Price, provided that this limitation shall not apply to the cost of repairing or replacing defective equipment, or to any obligation of the Contractor to indemnify the Procuring Entity concerning IPR infringement.

## **13 TERMINATION FOR DEFAULT/ CONVENIENCE OF PROCURING ENTITY AND FRUSTRATION**

### **13.1 Notice for Termination of Contract**

- 1) The Procuring Entity reserves the right to terminate the Contract, in whole or in part for its (the Procuring Entity's) convenience or frustration of Contract as per sub-clause below, by serving written 'Notice for Determination of Contract' on the Contractor at any time during the currency of the Contract. The notice shall specify that the termination is for the convenience of the Procuring Entity or the frustration of the Contract. The notice shall also indicate inter-alia, the extent to which the Contractor's performance under the Contract is terminated, and the date with effect from which such termination shall become effective.
- 2) Such termination shall not prejudice or affect the rights and remedies accrued and/ or shall accrue after that to the Parties.
- 3) Unless otherwise instructed by the Procuring Entity, the Contractor shall continue to perform the Contract to the extent not terminated.
- 4) All warranty obligations, if any, shall continue to survive despite the termination.
- 5) The Goods and incidental Works/ Services that are complete and ready in terms of the Contract for delivery and performance within thirty days after the Contractor's receipt of the notice of termination shall be accepted by the Procuring Entity as per the Contract terms. For the remaining Goods and incidental Works/ Services, the Procuring Entity may decide:
  - a) To get any portion of the balance completed and delivered at the Contract terms, conditions, and prices; and/ or
  - b) To cancel the remaining portion of the Goods and incidental Works/ Services and compensate the Contractor by paying an agreed amount for the cost incurred by the Contractor, if any, towards the remaining portion of the Goods and incidental Works/ Services.

### **13.2 Frustration of Contract**

**Notice of Frustration Event:** Upon a supervening cause occurring after the effective date of the Contract, including a change in law, beyond the control of either party whether as a result of the Force Majeure clause or within the scope of section 56 of the

## **SUPPLY OF DISPLAY BOX ASSEMBLY FOR ESV3-1 PROJECT**

Indian Contract Act, 1872, that makes it impossible to perform the Contract within a reasonable timeframe, the affected party shall give a 'Notice of Frustration Event' to the other party giving justification. The parties shall use reasonable efforts to agree to amend the Contract, as may be necessary to complete its performance. However, if the parties cannot reach a mutual agreement within 60 days of the initial notice, the Procuring Entity shall issue a 'Notice for termination the Contract' and terminate the Contract due to its frustration as in the sub-clause above.

However, the following shall not be considered as such a supervening cause. Lack of commercial feasibility or viability or profitability or availability of funds if caused by either party's breach of its obligations under this Contract or failure to act in good faith or use commercially reasonable due diligence to prevent such an event.

### **13.3 Closure of Contract**

#### **13.3.1 No Claim Certificate and Release of Contract Securities**

After mutual reconciliations of outstanding payments and assets on either side, the Contractor shall submit a 'No-claim certificate' to the Procuring Entity requesting the release of its Contractual securities, if any. The Procuring Entity shall release the Contractual securities without any interest if no outstanding obligation, asset, or payments are due from the Contractor. The Contractor shall not be entitled to make any claim whatsoever against the Procuring Entity under or arising out of this Contract, nor shall the Procuring Entity entertain or consider any such claim, if made by the Contractor, after he shall have signed a "No Claim" Certificate in favour of the Procuring Entity. The Contractor shall be debarred from disputing the correctness of the items covered by the "No Claim" Certificate or demanding a clearance to arbitration in respect thereof.

#### **13.3.2 Closure of Contract**

The Contract shall stand closed upon successful performance of all obligations by both parties, including completion of warrantee obligations and final payment.

**SUPPLY OF DISPLAY BOX ASSEMBLY FOR ESV3-1 PROJECT**

**SECTION V: SPECIAL CONDITIONS OF CONTRACT (SCC)**

GCC Clause No	Topic	Modified/replaced by SCC Provisions
<b>General/The Contract, Governing Laws and Jurisdiction</b>		
1	Definitions and Abbreviations	
2	Language of Contract	
3	Contract Documents and their precedence	
4	Governing Laws and jurisdiction	
5	Communication and notices	
6	Contractor's Obligation and restriction of its Rights	
	PBG/SD	5% of the order value
7	Scope of Supply and Technical Specification	SUPPLY OF DISPLAY BOX ASSEMBLY FOR ESV3-1 PROJECT
	Incidental Work/Service	AS PER SITE CONDITION
	Warranty/ Guarantee	12 months from the date of acceptance
8	Packing, Transportation, Insurance and Receipt	At Suppliers Scope
9	Terms of Delivery and Delays	
	Terms Of Delivery	For Destination
	Liquidated Damages	0.5% per week up to maximum 10% of the order value
10	Prices & Payments	95% after acceptance of materials and balance 5% after submission of PBG for a period of 12 months+90 days on completion of supply.
11	Resolution of Disputes	
12	Defaults, Breaches, Termination and Closure of Contract	
13	Termination of Default/Convenience of procuring Entity and Frustration	

**SUPPLY OF DISPLAY BOX ASSEMBLY FOR ESV3-1 PROJECT**

**SECTION VI: SCHEDULE OF REQUIREMENTS**

All item shall be supplied, installed and commissioned as per the below mentioned delivery schedule on receipt of Supply/Work Order and as per the schedule given by KSEDC.

#	Description of Goods	Qty	Unit	Delivery Requirement	Destination
<b>SUPPLY OF FOLLOWING ITEMS WITH FINISH</b>					
1	DISPLAY BOX ASSEMBLY (DSA 36 112 0 012) ISSUE-1, REV-0 CONSISTING OF A) TOP PLATE - DISPLAY UNIT DPD 36 112 0 003 ISSUE-1, REV-4 - 1 No B) RIGHT SIDE PLATE - DISPLAY UNIT DPD 36 112 0 004 ISSUE-2 REV-1 - 1No C) BOTTOM PLATE - DISPLAY UNIT DPD 36 112 0 005 ISSUE-1 REV-3 - 1No D) LEFT SIDE PLATE - DISPLAY UNIT DPD 36 112 0 006 ISSUE-1 REV-4 - 1No E) REAR PLATE - DISPLAY UNIT DPD 36 112 0 007 ISSUE-2 REV-3 - 1No F) M3 CAPTIVE STUD DPD 36 112 0 054 ISSUE-1 REV-0 - 8Nos	<b>20</b>	<b>NOS</b>	<b>WITHIN 12 WEEKS</b>	<b>KEC, Karakulam</b>
2	SUPPORTING ROD DPD 36 112 0 008 ISSUE-1 REV-2	<b>40</b>	<b>NOS</b>		
3	FRONT DOOR - DISPLAY UNIT DPD 36 112 0 009 ISSUE-1 REV-2	<b>20</b>	<b>NOS</b>		
4	DISPLAY SUPPORTING PLATE DPD 36 112 0 010 ISSUE-1 REV-4	<b>20</b>	<b>NOS</b>		
5	EMI GLASS SUPPORTING FRAME DPD 36 112 0 020 ISSUE-1 REV-2	<b>20</b>	<b>NOS</b>		
6	BEZEL DPD 36 112 0 033 ISSUE-1 REV-2	<b>20</b>	<b>NOS</b>		

**SUPPLY OF DISPLAY BOX ASSEMBLY FOR ESV3-1 PROJECT**

7	PROTECTION PLATE - LED CARD-1 DPD 36 112 0 052 ISSUE-1 REV-0	<b>40</b>	<b>NOS</b>		
8	PROTECTION PLATE - LED CARD-2 DPD 36 112 0 053 ISSUE-1 REV-0	<b>40</b>	<b>NOS</b>		
9	PROCESSOR BOX ASSEMBLY (DSA 36 112 0 013) ISSUE-1, REV-2 CONSISTING OF A) TOP PLATE - PROCESSOR UNIT DPD 36 112 0 011 ISSUE-1, REV-2 - 1 No B) RIGHT SIDE PLATE - PROCESSOR UNIT DPD 36 112 0 012 ISSUE-1 REV-4 - 1No C) BOTTOM PLATE - PROCESSOR UNIT DPD 36 112 0 013 ISSUE-1 REV-4 - 1No D) LEFT SIDE PLATE - PROCESSOR UNIT DPD 36 112 0 014 ISSUE-1 REV-3 - 1No E) REAR PLATE - PROCESSOR UNIT DPD 36 112 0 015 ISSUE-2 REV-2 - 1No F) M3 RIVET STUD DPD 36 112 0 064 ISSUE-1 REV-1 - 8Nos	<b>20</b>	<b>NOS</b>		
10	CANOPY - PROCESSOR UNIT DPD 36 112 0 016 ISSUE-1 REV-3	<b>20</b>	<b>NOS</b>		
11	BLOCK-1 DPD 36 112 0 055 ISSUE-1 REV-1	<b>60</b>	<b>NOS</b>		
12	BLOCK-2 DPD 36 112 0 056 ISSUE-1 REV-1	<b>20</b>	<b>NOS</b>		
13	FRONT DOOR- PROCESSOR UNIT DPD 36 112 0 017 ISSUE-1 REV-4	<b>20</b>	<b>NOS</b>		
14	SPECIAL SPANNER DPD 36 112 0 065 ISSUE-1 REV-0	<b>20</b>	<b>NOS</b>		

## SUPPLY OF DISPLAY BOX ASSEMBLY FOR ESV3-1 PROJECT

1. General Background of requirement:
2. Preferred Transportation:
3. Required Delivery Schedule: Within 12 weeks

### 4. Required terms of Delivery:

For Keltron Equipment Complex, Karakulam, Trivandrum

### 5. Scope of Supply:

1. All raw materials to be procured by the supplier. The supplier has to follow the mandatory procedures mentioned at the last part of this scope of supply, before conducting material testing. All material test certificates including chemical and mechanical, finish reports and test certificates from NABL accredited lab (wherever applicable) are to be provided along with the supply.
2. The supplier has to supply all items with “FINISH” as per the drawings attached.
3. All dimensions are critical. Items must be free from pit marks and other manufacturing defects.
4. Material testing charges (Lab charges) and sample costs are to be borne by the supplier.
5. After Fabrication of items, vendor’s internal inspection report and inspection call letter to be forwarded at least one week advance to KELTRON, for deputing person for inspection. All dimensions check reports & Material test certificates from NABL accredited lab are to be provided along with the inspection call letter.
6. All items to be inspected and accepted by KELTRON QA prior to finishing process.
7. All items used for fabrication should be Non Chinese origin.
8. Delivery Schedule to be strictly followed.

**SUPPLY OF DISPLAY BOX ASSEMBLY FOR ESV3-1 PROJECT**

**PROCEDURE FOR MATERIAL TESTING**

1. The samples of all raw materials used for fabricating the mechanical items are to be forwarded to KELTRON SPG QA department before conducting the material/chemical test at NABL Lab.
2. QA will return the samples after the verification and sealing.
3. Sealed samples may contain serial number/ traceable number that must be furnished in the material certificates.
4. The material certificate shall contain QA traceable number /serial number and ink signed signature with seal of NABL Lab
5. Raw material tests are to be carried out for both Mechanical and Chemical properties. LAB reports must contain standard and observed values of the samples along with **material grade** confirmation.
6. Tested material samples to be submitted back to SPG KELTRON along with the reports.

**NOTE :DELIVERY SCHEDULE :WITHIN 12 WEEKS**

**SUPPLY OF DISPLAY BOX ASSEMBLY FOR ESV3-1 PROJECT**

**SECTION-VII: TECHNICAL SPECIFICATION AND QUALITY ASSURANCE**

#	Description of Goods	Technical Specification
<b>SUPPLY OF DISPLAY BOX ASSEMBLY FOR ESV3-1 PROJECT</b>		
1	DISPLAY BOX ASSEMBLY (DSA 36 112 0 012) ISSUE-1, REV-0 CONSISTING OF A) TOP PLATE - DISPLAY UNIT DPD 36 112 0 003 ISSUE-1, REV-4 - 1 No B) RIGHT SIDE PLATE - DISPLAY UNIT DPD 36 112 0 004 ISSUE-2 REV-1 - 1No C) BOTTOM PLATE - DISPLAY UNIT DPD 36 112 0 005 ISSUE-1 REV-3 - 1No D) LEFT SIDE PLATE - DISPLAY UNIT DPD 36 112 0 006 ISSUE-1 REV-4 - 1No E) REAR PLATE - DISPLAY UNIT DPD 36 112 0 007 ISSUE-2 REV-3 - 1No F) M3 CAPTIVE STUD DPD 36 112 0 054 ISSUE-1 REV-0 - 8Nos	As per the drawings and Annexure attached
2	SUPPORTING ROD DPD 36 112 0 008 ISSUE-1 REV-2	
3	FRONT DOOR - DISPLAY UNIT DPD 36 112 0 009 ISSUE-1 REV-2	
4	DISPLAY SUPPORTING PLATE DPD 36 112 0 010 ISSUE-1 REV-4	
5	EMI GLASS SUPPORTING FRAME DPD 36 112 0 020 ISSUE-1 REV-2	
6	BEZEL DPD 36 112 0 033 ISSUE-1 REV-2	
7	PROTECTION PLATE - LED CARD-1 DPD 36 112 0 052 ISSUE-1 REV-0	
8	PROTECTION PLATE - LED CARD-1 DPD 36 112 0 052 ISSUE-1 REV-0	

**SUPPLY OF DISPLAY BOX ASSEMBLY FOR ESV3-1 PROJECT**

9	<p>PROCESSOR BOX ASSEMBLY (DSA 36 112 0 013)  ISSUE-1, REV-2 CONSISTING OF  A) TOP PLATE - PROCESSOR UNIT  DPD 36 112 0 011 ISSUE-1, REV-2 - 1 No  B) RIGHT SIDE PLATE - PROCESSOR UNIT  DPD 36 112 0 012 ISSUE-1 REV-4 - 1No  C) BOTTOM PLATE - PROCESSOR UNIT  DPD 36 112 0 013 ISSUE-1 REV-4 - 1No  D) LEFT SIDE PLATE - PROCESSOR UNIT  DPD 36 112 0 014 ISSUE-1 REV-3 - 1No  E) REAR PLATE - PROCESSOR UNIT  DPD 36 112 0 015 ISSUE-2 REV-2 - 1No  F) M3 RIVET STUD  DPD 36 112 0 064 ISSUE-1 REV-1 - 8Nos</p>
10	<p>CANOPY - PROCESSOR UNIT  DPD 36 112 0 016 ISSUE-1 REV-3</p>
11	<p>BLOCK-1  DPD 36 112 0 055 ISSUE-1 REV-1</p>
12	<p>BLOCK-2  DPD 36 112 0 056 ISSUE-1 REV-1</p>
13	<p>FRONT DOOR- PROCESSOR UNIT  DPD 36 112 0 017 ISSUE-1 REV-4</p>
14	<p>SPECIAL SPANNER  DPD 36 112 0 065 ISSUE-1 REV-0</p>

**SUPPLY OF DISPLAY BOX ASSEMBLY FOR ESV3-1 PROJECT**

**BIDDING FORMS**

**Form 1: BID FORM (Covering Letter)**

To

Head of Purchase

Keltron Equipment Complex,  
Karakulam, Thiruvananthapuram-695564

Tender Document No: KSEDC/KEC/PUR/SPG/1654/26-27

Tender Title : SUPPLY OF DISPLAY BOX ASSEMBLY FOR ESV3-1 PROJECT

Sir/Madam,

Having examined the above mentioned Tender Document, we the undersigned, hereby submit/upload our Techno-commercial and Financial Bid (Price Schedule) for the supply of Goods and incidental Works/Services in conformity with the said Tender Documents.

(Please tick appropriate boxes or strike out sentences / phrases not applicable to you)

**1) Our Credentials :**

(a) We are submitting this Bid:-

On our behalf, and there are no agents / dealers involved in this Tender, and hence no agency agreement or payments / commissions / gratuity is involved. Our company law and taxation regulatory requirements and authorization for signatories and related documents are submitted in Form 1.1 (Bidder information) or

as authorised dealer offering goods manufactured by our OEMs. Our OEM's law and taxation regulatory requirements and authorization for signatories and related documents are submitted in Form 1.3 (OEM's Authorization). or

as agents / associates of our foreign principals. Our foreign principal's law and taxation regulatory requirements, as well as authorization for signatories and related documents, are submitted in Form 1.4 (Declaration by Agents/Associates of Foreign Principals/OEMs).

(b) We ----- hereby certify that  We/  our principals / OEM M/s -----  
----- as proven, established, and reputed manufacturers with factories at -----  
----- which are fitted with modern equipment and where the production methods,  
quality control, and testing of all materials and parts manufactured or used by us shall  
be open to inspection by the representative of the Procuring Entity.

**2) Our Eligibility to participate**

## SUPPLY OF DISPLAY BOX ASSEMBLY FOR ESV3-1 PROJECT

We comply with all the eligibility criteria stipulated in this Tender Document, and the relevant declarations are made along with documents in the Bid-form., and the relevant details are submitted along with documents in Form 4: Qualification Criteria – Compliance.

### **3) Our Bid to Supply Goods:**

We offer to supply the subject Goods of requisite quality and within Delivery Schedules in conformity with the Tender Document. The relevant details are submitted in Form 2: 'Schedule of Requirements – Compliance and form3: Technical Specifications and Quality Assurance – Compliance

### **4) Prices**

We hereby offer to perform the Services at our lowest prices and rates mentioned in the separately uploaded Price-Schedule. It is hereby confirmed that the prices quoted therein by us are:

- (a) Based on the terms of delivery and delivery schedule confirmed by us: and
- (b) Cost break-up of the quoted cost, showing inter-alia costs (including taxes and duties thereon) of all the included incidental Goods/Works considered necessary to make the proposal self-contained and complete, has been indicated therein, and
- (c) Based on the terms and mode of payment as stipulated in the Tender Document. We have understood that if we quote any deviation to terms and mode of payment, our Bid is liable to be rejected as nonresponsive, and
- (d) The prices in this offer have been arrived at independently, without restricting competition, any consultations, communication, or agreement with any other Bidder or competitor relating to:
  - i. those process: or
  - ii. the intention to submit an offer ; or
  - iii. the methods or factors used to calculate the prices offered.
- (e) the prices on this offer have neither been nor shall be knowingly disclosed by us, directly or indirectly, to any other Bidder or competitor before Bid opening or Contract award unless otherwise required by law.

### **5) Affirmation to terms and conditions of the Tender Document**

We have understood the complete terms and conditions of the Tender Document. We accept and comply with these terms and conditions without reservations, although we are not signing and submitting some of the sections of the Tender Document. Deviations, if any, are submitted by us in Form 5: 'Terms and Conditions – Compliance'. We also explicitly confirm acceptance of the Arbitration Agreement as given in the Tender Document.

### **6) Abiding by the Bid Validity**

We agree to keep our Bid valid for acceptance for a period upto -----, as required in the Tender Document or for a subsequently extended period, if any, agreed to by us and are aware of penalties in this regard stipulated in the Tender Document in case we fail to do so.

**SUPPLY OF DISPLAY BOX ASSEMBLY FOR ESV3-1 PROJECT**

**7) Non-tempering of Download Tender Document and Uploaded Scanned Copies**

We confirm that we have not changed / edited the contents of the downloaded Tender Document. We realise that any such change noticed at any stage, including after the Contract award, shall be liable to punitive action in this regard stipulated in the Tender Document. We also confirm that scanned copies of documents/ affidavits/undertakings uploaded along with our Technical Bid are valid, true, and correct to the best of our knowledge and belief, if any dispute arises related to the validity and truthfulness of such documents/affidavits/undertakings, we shall be responsible for the same. Upon accepting Our Financial Bid, we undertake to submit for scrutiny, on demand by the Procuring Entity, originals, and self-certified copies of all such certificates, documents, affidavits/undertakings.

**8) A Binding Contract:**

We further confirm that, if our Bid is accepted, all such terms and conditions shall continue to be acceptable and applicable to the resultant Contract, even though some of these documents may not be included in the Contract documents submitted by us. We do hereby undertake that, until a formal Contract is signed or issued, this Bid, together with your written Letter of Award (LoA), shall constitute a binding Contract between us.

**9) Performance Guarantee and Signing the Contract**

We further confirm that, if our Bid is accepted, we shall provide you with performance security of the required amount stipulated in the Tender Document for the due performance of the Contract. We are fully aware that in the event of our failure to deposit the required security amount and/ or failure to execute the agreement, the Procuring Entity has the right to avail any or all punitive actions laid down in this regard, stipulated in the Tender Document.

**10) Signatories**

We confirm that we are duly authorized to submit this Bid and make commitments on behalf of the Bidder. We acknowledge that our digital/digitized signature is valid and legally binding.

**11) Rights of the Procuring Entity to Reject Bid(s)**

We further understand that you are not bound to accept the lowest or any Bid you may receive against your above-referred Tender Document.....

(Signature with date)

.....

(Name and designation)

Duly authorized to sign Bid for and on behalf of  
[name & address of Bidder and seal of company]

**SUPPLY OF DISPLAY BOX ASSEMBLY FOR ESV3-1 PROJECT**

**FORM 2: BIDDER INFORMATION LETTER**

(To be submitted in Letter Head)

**Tender Document No. :** KSEDC/KEC/PUR/SPG/1654/26-27

**Tender Title :** SUPPLY OF DISPLAY BOX ASSEMBLY FOR ESV3-1 PROJECT

Note: Bidder shall fill in this Form following the instructions indicated below. No alternations to its format shall be permitted, and no substitutions shall be accepted. Bidder shall enclose certified copies of the documentary proof /evidence to substantiate the corresponding statement wherever necessary and applicable. Bidder's wrong or misleading information shall be treated as a violation of the Code of Integrity. Such Bids shall be liable to be rejected as nonresponsive, in addition to other punitive actions provided for such misdemeanours in the Tender Document.

**1) Bidder/Contractor particulars:**

- (a) Name of the Company:.....
- (b) Corporate Identity No, (CIN): .....
- (c) Registration, if any, with The procuring Entity.....
- (e) Place of Registration /Principal place of business /manufacture.....
- (f) Complete Postal Address: .....
- (g) Pin code/ZIP code: .....
- (h)Telephone nos (with country /area codes): .....
- (i) Mobile Nos: with country /area codes): .....
- (j) Contact persons/Designation: .....
- (k) Email IDs: .....

Submit documents to demonstrate eligibility as per NIT- and ITB-clauses self certified copy of registration certificate-in case of a partnership firm-Deed of partnership ;in case of Company -Notarized and certified copy of its Registration ; and in case of Society - its Byelaws and registration certificate of the firm.

**2) Taxation Registrations:**

- (a) PAN number: .....
- (b) Type of GST Registration as per the Act (Normal Taxpayer, Composition, Casual Taxable Person, SEZ, etc.):.....
- (c) GSTIN number: .....in Consignor and Consignee States
- (d) Registered /Certified Works /Factory where the Goods would be mainly manufactured and Place of Consignor for GST Purpose:.....

**SUPPLY OF DISPLAY BOX ASSEMBLY FOR ESV3-1 PROJECT**

(e) Contact Names, Nos & email IDs for GST matters (Please mention primary and secondary contacts): .....

- We solemnly declare that our GST rating on the GST portal /Govt. official website is not negative /blacklisted.

Documents to be submitted: Self- attested Copies of PAN card and GSTIN Registration.

**3) Authorization of Person(s) signing the Bid behalf of the Bidder**

(a) Full Name: .....

(b) Designation.....

(c) Signing as: .....

- A sole proprietorship firm. The person signing the Bid is the sole proprietor / constituted attorney of the sole proprietor.
- A partnership firm. The person signing the Bid is duly authorised being a partner to do so, under the partnership agreement or the general power of attorney.
- A company. The person signing the Bid is the constituted attorney by a resolution passed by the Board of Directors or in pursuance of the Authority conferred by Memorandum of Association.

Documents to be submitted: Registration Certificate/Memorandum of Association Partnership Agreement /Power of Attorney/Board Resolution

**4) Bidder's Authorized Representative Information**

(a) Name:

(b) Address:

(c) Telephone /Mobile numbers:

(d) Email Address:

(Signature with date)

.....

(Name and designation)

Duly authorized to sign Bid for and on behalf of  
[name & address of Bidder and seal of company]

**SUPPLY OF DISPLAY BOX ASSEMBLY FOR ESV3-1 PROJECT**

**FORM 3: DECLARATION OF BIDDER ELIGIBILITY AND QUALIFICATION**

Tender Document No. : KSEDC/KEC/PUR/SPG/1654/26-27

Tender Title : SUPPLY OF DISPLAY BOX ASSEMBLY FOR ESV3-1 PROJECT

Bidder's Name  
(Address and Contact Details)

**Declarations of Bidder Eligibility and Qualification**

(Please tick appropriate boxes or cross out any declaration not applicable to the Bidder)

We hereby confirm that we are comply with all the stipulation of Tender document and declare as under and shall provide evidence of our continued Eligibility &Qualification to the Procuring Entity as may be requested:

- 1) Legal Entity of Bidder:.....
- 2) OEM/Manufacturer/Agent/Dealership Status:.....
- 3) We are/ are not a JV.....
- 4) We solemnly declare that we (including our affiliates or subsidiaries or constituents) are not insolvent, in receivership, bankrupt or being wound up, not have our affairs administered by a court or a judicial officer, not have our business activities suspended and are not the subject of legal proceedings for any of these reasons.
- 5) We are fully complying with the Eligibility and Qualification requirements specified in the Tender document. We certify that we fulfil any other additional eligibility condition if prescribed in Tender Document.
- 6) We have no conflict in interest, which substantially affects fair competition. The prices quoted are competitive and without adopting any unfair/unethical/anti competitive means. No attempt has been made or shall be made by us to induce any other Bidder to submit or not to submit an offer to restrict competition.
- 7) Penalties for false or misleading declarations:

We hereby confirm that the particulars given above are factually correct and nothing is concealed and undertake to advise any future changes to the above details. We understand that any wrong or misleading self-declaration would violate the Code of integrity and attract penalties as mentioned in this Tender Document.

.....  
(Signature with date)

.....  
(Name and designation)

Duly authorized to sign Bid for and on behalf of  
.....  
(Name & address of Bidder and seal of company)

**SUPPLY OF DISPLAY BOX ASSEMBLY FOR ESV3-1 PROJECT**

**FORM 4: DECLARATION REGARDING CLEAN TRACK RECORD**

(To be submitted in Letter Head)

To

Head of Purchase

Keltron Equipment Complex,  
Karakulam, Thiruvananthapuram-695564

Tender Document No. : KSEDC/KEC/PUR/SPG/1654/26-27

Tender Title : SUPPLY OF DISPLAY BOX ASSEMBLY FOR ESV3-1 PROJECT

I have carefully gone through the Terms & Conditions contained in the Tender Document [No.-----]. I hereby declare that my company has not been debarred/ black listed as on Bid calling date by any State Government, Central Government, Central & State Govt. Undertakings/enterprises/Organizations and by any other Quasi Government bodies/Organizations and any other major Enterprise/Organizations in India for non-satisfactory past performance, corrupt, fraudulent or any other unethical business practices. Further, declaring that no cases pending against the firm/organization either in Government (State or Union) or as mentioned above for involvement in cases for supply of sub-standard goods/material or track record of supply of inferior quality or no enquiries on past supplies are being conducted or underway. I further certify that I am competent officer in my company to make this declaration.

Yours faithfully,

(Signature of the Bidder)

Name of the signing authority:.....

Designation of signing authority :.....

Contact details of signing authority:.....

**SUPPLY OF DISPLAY BOX ASSEMBLY FOR ESV3-1 PROJECT**

**FORM 5: OEM AUTHORIZATION LETTER**

(On Company Letter Head)

(To be submitted as part of Technical Bid)

OEM's Name-----

[Address and Contact Details]

OEM's Reference No.----- Date-----

To

The Head (Purchase)

[Complete address of the Procuring Entity]

Dear Sirs,

**Ref. Your Tender Document No.** KSEDC/KEC/PUR/SPG/1654/26-27

**Tender Title:** SUPPLY OF DISPLAY BOX ASSEMBLY FOR ESV3-1 PROJECT

- 1) We,-----, are proven and reputable manufacturers of the Tendered Goods. We have factories at----- . We hereby authorise Messrs----- (name and address of the authorised dealer) to submit a Bid, process the same further and enter into a Contract with you against above referred Tender Process for the supply of above Goods manufactured by us. Their registration number with us is -----, dated/since -----
- 2) We further confirm that no Contractor or firm or individual other than Messrs. -- ----- (name and address of the above-authorised dealer) is authorized for this purpose.
- 3) As principals, we commit ourselves to extend our full support for warranty obligations, as applicable as per the Tender Document, for the Goods and incidental Works/Services offered for supply by the above firm against this Tender Document.
- 4) Our details are as under:
  - (a) Name of the Company:-----
  - (b) Complete Postal Address:-----
  - (c) Pin code/ ZIP code:-----
  - (d) Telephone nos. (with country/ area codes):-----
  - (e) Fax No.: (with country/ area codes):-----
  - (f) Mobile Nos.: (with country/ area codes):-----
  - (g) Contact persons/ Designation:-----
  - (h) Email IDs:-----
- 5) We enclose herewith, as appropriate, our ----- (Bye-Laws/ Registration Certificate/ Memorandum of Association/ Partnership Agreement/ Power of Attorney/ Board Resolution)

Yours faithfully,

-----  
[signature with date, name and designation]

for and on behalf of Messrs-----

[name & address of the OEM and seal of company]

**SUPPLY OF DISPLAY BOX ASSEMBLY FOR ESV3-1 PROJECT**

**FORM 6: ANNUAL TURNOVER CERTIFICATE**

(To be furnished on the letter head of the Chartered Accountant)

**Tender Document No:** KSEDC/KEC/PUR/SPG/1654/25-26

**Tender Title** : SUPPLY OF DISPLAY BOX ASSEMBLY FOR ESV3-1 PROJECT

The Annual Turnover of ..... (Name & Address of the firm) for the past ..... years are given below and certified that the same is true and correct to the best of my knowledge.

#	Financial Year	Turnover in Lakhs
1	2022-2023	
2	2023-2024	
3	2024-2025	
<b>Total</b>		

This Certificate is issued on the basis of Audited Financial Statements produced before me for verification

(Signature)	
Name, Address & Membership Number:	
E-mail ID & Contact Number:	
UDIN:	

Place:

Date :

**SUPPLY OF DISPLAY BOX ASSEMBLY FOR ESV3-1 PROJECT**

**FORM 7: TECHNICAL SPECIFICATIONS-COMPLIANCE**

Tender Document No: KSEDC/KEC/PUR/SPG/1654/26-27

Tender Title : **SUPPLY OF DISPLAY BOX ASSEMBLY FOR ESV3-1 PROJECT**

#	Item Description	Specification	Compliance /Deviation	Justification/Reason
1				
2				
3				
4				
5				

We shall comply with, abiding and accept without and accept without deviations or reservation all Technical Specification, Quality assurance and warranty requirements in the Tender document, except those mentioned above. If mentioned elsewhere in the bid, contrary terms and conditions shall not be recognized and shall be null and void.

Yours faithfully,

-----  
(Signature of the Bidder)

Name of the signing authority: -----

Designation of signing authority: -----

Contact details of signing authority: -----

**SUPPLY OF DISPLAY BOX ASSEMBLY FOR ESV3-1 PROJECT**

**FORM 8: TERMS AND CONDITIONS- COMPLIANCE**

**Tender Document No:** KSEDC/KEC/PUR/SPG/1654/26-27

**Tender Title:** SUPPLY OF DISPLAY BOX ASSEMBLY FOR ESV3-1 PROJECT

#	ITEM DESCRIPTION	COMPLIANCE/DEVIATION
1		
2		
3		
4		
5		
6		
7		
8		
9		
10		

Agreed to the terms and conditions,

Yours faithfully,

-----  
(Signature of the Bidder)

Name of the signing authority: -----

Designation of signing authority: -----

Contact details of signing authority: -----

**SUPPLY OF DISPLAY BOX ASSEMBLY FOR ESV3-1 PROJECT**

**FORM 9: CHECK LIST FOR BIDDERS**

**Tender Document No:** KSEDC/KEC/PUR/SPG/1654/26-27

**Tender Title:** SUPPLY OF DISPLAY BOX ASSEMBLY FOR ESV3-1 PROJECT

#	DESCRIPTION	YES/NO
1	Bid Form	
2	Bidder Information Letter along with Power of Attorney	
3	Self attested Copies of Registration Certificate of the Company	
4	Self attested Copies of Registration Certificate of PAN Certificate	
5	Self attested Copies of Registration Certificate of GSTIN Certificate	
6	Self attested Copies of Registration Certificate of MSME Certificate	
7	Declaration Regarding Clean Track Record	
8	OEM Authorization Certificate	
9	Declaration of Eligibility & Qualification -Compliance	
10	Technical Specification -Compliance	
11	Terms & Conditions Compliance	

Yours faithfully,

-----  
 (Signature of the Bidder)

Name of the signing authority: -----

Designation of signing authority: -----

Contact details of signing authority: -----