

INDUSTRIAL TRAINING DEPARTMENT
(KERALA STATE)

Labour Complex, Vikas Bhavan PO, Thiruvananthapuram-33.

(Phone.No.0471-2303856,2309229,2301274)

Website: www.det.kerala.gov.in

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No:DT/4977/2024-E1

Date:12-12-2024

ETENDER NOTICE

TENDER ID:ITDE1/96/2024

Competitive **e-tenders** are invited from approved firms / companies/ traders for the supply of Tools and Equipments to Training Directorate, Kerala. The name of item, required number etc. are listed below:

Required Items

Procurement of Tablet

Tender Specification and Schedule

Sl No.	Name of the Tools and Equipment	Detailed Specification	IT Directorate
1	Tablet	iPad 13 Pro with pencil and keyboard. 512 GB Storage Space, Warranty: 3 year or more	1

The tenderers should have the necessary portal enrolment (with their own Digital Signature Certificate-DSC).

1. Mode of submission of Tender : Tender should be submitted online through 'etenders.kerala.gov.in'
2. Date of publishing Tender: 12-12-2024
3. Date of start of downloading: 12-12-2024
4. Date of start of tender submission: 12-12-2024
5. Last date of tender downloading: 28-12-2024
6. Last date of Tender submission:- 28-12-2024 05.00PM
7. Date and time of Tender opening: 30-12-2024 11.00AM

Director of Training reserves the right to reject any or all tenders without assigning any reason thereof

Signed by

Sufiyan Ahmed

Date: 12-12-2024 11:23:14

SUFIYANA HMEDIAS

DIRECTOR ITD

GENERAL CONDITIONS

1. This tender is an e-Tender and is being published online for the supply of materials as specified in the schedule below/attached.

The –etender should be addressed to the officer mentioned below with the tender number and name.

2. The tender is invited in single cover system from the registered and eligible firms through e-procurement portal of Government of Kerala (<https://www.etenders.kerala.gov.in>). Prospective bidders willing to participate in this tender shall necessarily register themselves with above mentioned e-procurement portal.

The tender timeline is available in the critical date section of this tender published in www.etenders.kerala.gov.in.

A). 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. Once, the DSC is obtained, bidders have to register on 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 over telephone at 0471-2577088/188/388 or via email: helpetender@gmail.com/ etendershelp@kerala.gov.in for assistance in this regard.

B). Online Tender Process:

The tender process shall consist of the following stages:

- i. **Downloading of tender document:** Tender document will be available for free download on www.etenders.kerala.gov.in. However, tender document fees shall be payable at the time of bid submission as stipulated in this tender document.
- ii. **Pre-bid meeting:** Nil
- iii. **Publishing of Corrigendum:** All corrigenda shall be published on www.etenders.kerala.gov.in and shall not be available elsewhere.
- iv. **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. Manual submission of bids will not be accepted under any circumstances.
- v. In case bidder encounters any technical issues pertaining to e-Procurement system while acting on the tender, computer screen shot of the error message with date & time stamp on the web-browser along with the query shall be e-mailed by the bidder to the help desk (helpetender@gmail.com/ etendershelp@kerala.gov.in), for resolution of the problem. At the same time, problem must be intimated to the concerned Tender Inviting Authority via email.

- vi. The time taken to ascertain, evaluate and suggest a solution for the problem reported by bidder may vary from case to case. Hence bidders are advised to submit the bid **at least 2 working days before the due date** and time of bid submission to avoid any last-minute issues that may come up.
- vii. **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.
- viii. **Opening of Financial Bids:** Bids of the qualified bidder's shall only be considered for opening and evaluation of the financial bid on the date and time mentioned in critical date's section.

C). 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 along with online payment of tender document fees and EMD.

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.

- 2. Tenders not stipulating period of firmness and tenders with price variation clause and/or 'subject to prior sale' condition are liable to be rejected.
- 3. a) Every tenderer who has not registered his name with the state Government (Stores Purchase Department), should send along with his tender, an earnest money of one per cent of the total cost of the articles tendered for (rounded to the nearest rupee) subject to a minimum of Rs.1500, if the amount calculated at one per cent of the value of the articles tendered for falls below 1500. The amount should be remitted through online payment while uploading tender in the e-tender site. The earnest money of the unsuccessful tenderers will be returned within a period of one month after the tenders are settled. EMD in the form of "Bank Guarantee" is not acceptable. "If the Earnest Money Deposit of the successful tenderer is not refunded within three months of finalization of the contract interest at the rate of interest paid for S.B. accounts by nationalized banks will be paid on the Earnest Money Deposit".

The Bidder shall pay, the tender document fees and Earnest Money Deposit of *as per the tender schedule*. The EMD is required to protect the purchaser against risk of Bidder's conduct, which would warrant the forfeiture of security.

Online Payment modes: The tender document fees and EMD can be paid in the following manner through e-Payment facility provided by the e-Procurement system

State Bank of India Multi Option Payment System (SBI MOPS Gateway): Bidders are required to avail Internet Banking Facility in any of below banks for making tender remittances in eProcurement System.

A) Internet Banking Options (Retail)			
1	Allahabad Bank	32	Kotak Mahindra Bank
2	Axis Bank	33	Lakshmi Vilas Bank
3	Andhra Bank	34	Mehsana Urban Co-op Bank
4	Bandan Bank	35	NKGSB Co-operative Bank
5	Bank of Bahrain and Kuwait	36	Oriental Bank of Commerce
6	Bank of Baroda	37	Punjab and Maharashtra Cooperative Bank
7	Bank of India	38	Punjab National Bank
8	Bank of Maharashtra	39	Punjab and Sind Bank
9	Bassein Catholic Co-operative Bank	40	RBL Bank
10	BNP Paribas	41	Saraswat Cooperative Bank
11	Canara Bank	42	ShamraoVithal Cooperative Bank
12	Catholic Syrian Bank	43	South Indian Bank
13	Central Bank of India	44	Standard Chartered Bank
14	City Union Bank	45	State Bank of India
15	Corporation Bank	46	Syndicate Bank
16	Cosmos Bank	47	Tamilnad Mercantile Bank
17	DCB Bank	48	Tamilnadu Cooperative Bank
18	Dena Bank	49	The Kalyan Janata Sahakari Bank
19	Deutsche Bank	50	TJSB Bank (Erstwhile Thane Janata Sahakari Bank)
20	Dhanalaxmi Bank	51	UCO Bank
21	Federal Bank	52	Union Bank of India
22	HDFC Bank	53	United Bank of India
23	ICICI Bank	54	Vijaya Bank
24	IDBI Bank	55	YES Bank
25	Indian Bank		
26	Indian Overseas Bank		
27	IndusInd Bank		
28	Jammu & Kashmir Bank		
29	Janata Sahakari Bank		
30	Karnataka Bank		
31	Karur Vysya Bank		
B) Internet Banking Options (Corporate)			
1	Bank of Baroda	21	Laxmi Vilas Bank
2	Bank of India	22	Oriental Bank of Commerce
3	Bank of Maharashtra	23	Punjab & Maharashtra Coop Bank
4	BNP Paribas	24	Punjab & Sind Bank
5	Canara Bank	25	Punjab National Bank
6	Catholic Syrian Bank	26	RBL Bank
7	City Union Bank	27	ShamraoVithal Co-operative Bank
8	Corporation Bank	28	South Indian Bank
9	Cosmos Bank	29	State Bank of India
10	Deutsche Bank	30	Syndicate Bank
11	Development Credit Bank	31	UCO Bank

12	Dhanalaxmi Bank	32	Union Bank of India
13	Federal Bank	33	UPPCL
14	HDFC Bank	34	Vijaya Bank
15	ICICI Bank	35	Axis Bank
16	Indian Overseas Bank		
17	JantaSahakari Bank		
18	Jammu & Kashmir Bank		
19	Karur Vysya Bank		
20	Kotak Bank		

During the online bid submission process, bidder shall select **SBI MOPS** option and submit the page, to view the **Terms and Conditions** page. On further submitting the same, the e-Procurement system will re-direct the bidder to MOPS Gateway, where two options namely **SBI** and **Other Banks*** will be shown. Here, Bidder may proceed as per below:

- a) SBI Account Holders shall click **SBI** option to with its Net Banking Facility., where bidder can enter their internet banking credentials and transfer the Tender Fee and EMD amount.
- b) Other Bank Account Holders may click **Other Banks** option to view the bank selection page. Here, bidders can select from any of the 54 Banks to proceed with its Net Banking Facility, for remitting tender payments.

**Transaction Charges for Other Banks vide SBI Letter No. LHO/TVM/AC/2016-17/47 – 1% of transaction value subject to a minimum of Rs. 50/- and maximum of Rs. 150/-*

** Bidders who are using Other Banks option under SBI MOPS Payment Gateway, are advised by SBI to make online payment 72 hours in advance before tender closing time.*

Any transaction charges levied while using any of the above modes of online payment has been borne by the bidder. The supplier/contractor's bid will be evaluated only if payment status against bidder is showing **"Success"** during bid opening.

(b) Tenderer whose names are registered with Government (Stores Purchase Department) are generally exempted from furnishing earnest money for such articles for which they have registered their names. If they tender for stores other than those for which they have registered their names, they will have to furnish earnest money as in the case of unregistered firms. Registered firms will have to quote invariably in every tender they submit the registration number assigned to them by the Stores Purchase Department.

(c) (i) Micro, Small & Medium Enterprises and Cottage Industries and Industrial co-operatives within the State which are certified as such by the Director of Industries and commerce or by the Regional Joint Directors of Industries and Commerce will be exempted from furnishing earnest money deposits in support of tenders submitted by them to Government Departments. The Khadi and village Industries Co-operative Societies and the institutions registered under the Literary, Scientific and Charitable Societies Act and financed by the Kerala Khadi and Village Industries Board within that State which are certified as such

by the Secretary, Kerala Khadi Village Industries Board will be exempted from furnishing earnest money deposits in support of tenders submitted by them to Government Departments. Government Institutions/State Public Sector Industries which manufacture and supply stores will also be exempted from furnishing earnest money for tenders submitted by them.

(ii) Micro and Small Enterprises and Industrial Co-operatives within the State which have been registered as such with the Industries Department (Department under the control of the Director of Industries and Commerce) on furnishing proof of such registration will be exempted from furnishing security deposit against contracts for supply of stores manufactured by them provided that an officer of and above the rank of Deputy Director of Industries and commerce having jurisdiction over the area also certifies to the soundness and reliability of the concerns to undertake the contracts. The Khadi and Village Industries Co-operative Societies within the State which have been registered as such with the Kerala Khadi and Village Industries Board and the institutions registered under the Literary, Scientific and Charitable Societies Act and which are financed by the Board within the State on furnishing proof of such registration will be exempted from furnishing security deposits against contracts for supply of stores manufactured by them provided that the Secretary, Kerala Khadi and Village Industries Board also certifies to the soundness and reliability of the concerns to undertake the contracts. Government Institutions or any Institutions listed in Annexure 16 which supplies stores, and Government of India Undertaking will also be exempted from furnishing security in respect of contracts for supply of stores.

(d) In the matter of purchase of stores by the State Government Departments, Small Scale Industrial Units sponsored by the National Small Scale Industries Corporation Limited, New Delhi and in respect of which competency certificates are issued by the Corporation will be exempted from payment of Earnest Money Deposits and Security Deposits.

(e) The exemption stipulated in clauses (b), (c) and (d) above will not however, apply to tenders for the supply of raw materials or dietary articles or stores on rate or running contract basis.

4. The e-tenders will be opened on the appointed day and time in the office of the undersigned, in the presence of such of those tenderers or their nominees who may be present at that time.
5. If any tenderer withdraws from his tender before the expiry of the period fixed for keeping the rates firm for acceptance, the earnest money if, any, deposited by him will be forfeited to Government or such action taken against him as Government think fit.
6. Tenderers shall invariably specify in their tenders the delivery conditions including the time required for the supply of articles tendered for.

7. (a) The tenderer shall clearly specify whether the articles offered bear Indian Standards Institution Certification Mark or not. In such cases, they shall produce copies of Certification mark along with their tender in support of it.(b) Tenderers shall clearly specify whether the goods are offered from indigenous sources, from imported stocks in India or from foreign sources to be imported under a license. Government reserves the right to reject offers for import of goods if the Import Trade Control Policy in force at the time of award of the contract prohibits or restricts such imports.
8. The final acceptance of the tenders rests entirely with the Government who do not bind themselves to accept the lowest or any tender. But the tenderers on their part should be prepared to carry out such portion of the supplies included in their tenders as may be allotted to them.
9. In the case of materials of technical nature the successful tenderer should be prepared to guarantee satisfactory performance for a definite period under a definite penalty.
10. Communication of acceptance of the tender normally constitutes a concluded contract. Nevertheless, the successful tenderer shall also execute an agreement for the due fulfillment of the contract within the period to be specified in the letter of acceptance. The contractor shall have to pay all stamp duty, lawyer's charges and other expenses incidental to the execution of the agreement. Failure to execute the agreement within the period specified will entail the penalties set out in para 12 below.
11. (a) The successful tenderer shall, before signing the agreement and within the period specified in the letter of acceptance of his tender deposit a sum equivalent to 5 per cent of the value of the contract as security for the satisfactory fulfillment of the contract. The amount may be paid either by remittance into any Government Treasury in chalans in duplicate, duly countersigned by the officer mentioned below or by Demand Drafts (crossed) on the local branch of State Bank of Travancore/State Bank of India drawn in favour of the officer mentioned below or in Government Treasury Savings Bank and the Pass Book pledged to Purchasing Officer or in Fixed Deposit Receipts of State Bank of Travancore/State Bank of India endorsed in favour of the above officer. Letters of guarantee in the prescribed form for the amount of security from an approved Bank will also be considered enough at the discretion of government. If the successful tenderer fails to deposit the security and execute the agreement as stated above, the earnest money deposited by him will be forfeited to Government and contract arranged elsewhere at the defaulter's risk and any loss incurred by Government on account of the purchase will be recovered from the defaulter who will, however, not be entitled to any gain accruing thereby. If the defaulting firm is a registered firm their registration is liable to be cancelled.
(b) In cases where a successful tenderer, after having made partial supplies fails to fulfil the contracts in full, all or any of the materials not supplied may at the discretion of the

Purchasing Officer, be purchased by means of another tender/ quotation or by negotiation or from the next higher tenderer who had offered to supply already and the loss, if any, caused to the Government shall thereby together with such sums as may be fixed by the Government towards damages be recovered from the defaulting tenderer.

- (c) Even in cases where no alternate purchases are arranged for the materials not supplied, the proportionate portion of the security deposit based on the cost of the materials not supplied at the rate shown in the tender of the defaulter shall be forfeited and balance alone shall be refunded.

(d) If the contractor fails to deliver all or any of the stores or perform the service within the time/period(s) specified in the contract, the purchaser shall without prejudice to its other remedies under the contract, deduct from the contract price as liquidated damages, a sum equivalent to 0.5% or 1% of the delivered price of the delayed stores or unperformed services for each week of delay until actual delivery or performance, upto a maximum deduction of 10% of the contract prices of the delayed stores or services. Once the maximum is reached, the purchaser may consider termination of the contract at the risk and cost of the contractor.

12. The security deposit shall, subject to the conditions specified herein, be returned to the contractor within three months after the expiration of the contract, but in the event of any dispute arising between the Department concerned and the contractor, the Department shall be entitled to deduct out of the deposits or the balance thereof, until such dispute is determined the amount of such damages, costs, charges and expenses as may be claimed. The same may also be deducted from any other sum which may be due at any time from Government to the contractor. In all cases where there are guarantee for the goods supplied the security deposit will be released only after the expiry of the guarantee period. If the Security is not released even after the completion of one year, from the date of expiry of the period of contract provided there are no complaints against the contractor. Interest at the rate of interest paid for S.B. accounts by nationalized banks will be paid on the Security Deposit.

(a) "If the Earnest Money Deposit/Security Deposit is not released within the period specified for no fault of the Contractor, the loss incurred to Government shall be made good from the Officer responsible for the belated release of the Earnest Money deposit/Security Deposit."

13. (a) All payments to the contractors will be made by the Purchasing Officer in due course:-
- (i) either by Departmental cheques payable at the Kerala Government Treasuries; or
 - (ii) by cheques or drafts on the Reserve Bank of India, State Bank of India and State Bank of Travancore (at any of their Principal Branches in India).
 - (iii) In the case of supplies from abroad by drafts as may be, arranged between the contracting parties.
- (b) All incidental expenses incurred by the Government for making payments outside the district in which the claim arises shall be borne by the contractor.

14. The tenderers shall quote also the percentage of rebate (discount) offered by them in case the payment is made promptly within fifteen days/within one month of taking delivery of stores.
15. Ordinarily payments will be made only after the supplies are actually verified and taken to stock but in exceptional cases, payments against satisfactory shipping documents including certificates of Insurance will be made up to 90 percent of the value of the materials at the discretion of Government. Bank charges incurred in connection with payment against documents through bank will be to the account of the contractor. The firms will produce stamped pre-receipted invoices in all cases where payments (advance/final) for release of railway receipts/shipping documents are made through banks. In exceptional cases where the stamped receipts of the firms are not received for the payments (in advance) the unstamped receipt of the Bank (i.e., counterfoils of pay-in-slips issued by the Bank) alone may be accepted as a valid proof for the payment made.
16. The contractor shall not assign or make over the contract on the benefits or burdens thereof to any other person or body corporate. The contractor shall not underlet or sublet to any person or persons or body corporate the execution of the contract or any part thereof without the consent in writing of the purchasing officer who shall have absolute power to refuse such consent or to rescind such consent (if given) at any time if he is not satisfied with the manner in which the contract is being executed and no allowance or compensation shall be made to the contractor or the sub-contractor upon such rescission. Provided always that if such consent be given at any time, the contractor shall not be relieved from any obligation, duty or responsibility under this contract.
17. (a) In case the contractor becomes insolvent or goes into liquidation, or makes or proposes to make any assignment for the benefit of his creditors or proposes any composition with his creditors for the settlement of his debts, carries on his business or the contract under inspection on behalf of or his creditors, or in case any receiving order or orders, for the administration of his estate are made against him or in case the contractor shall commit any act of insolvency or case in which under any clause or clauses of this contract the contractor shall have rendered himself liable to damages amounting to the whole of his security deposits, the contract shall, thereupon, after notice given by the purchasing Officer to the contractor, be determined and the Department/ Government may complete the contract in such time and manner and by such persons as the Department/Government shall think fit. But such determination of the contract shall be without any prejudice to any right or remedy of the Government against the contractor or his sureties in respect of any breach of contract therefore committed by the contractor.

All expenses and damages caused to Government by any breach of contract by the contractor shall be paid by the contractor to Government, and may be recovered from him under the provisions of the Revenue Recovery Act in force in the State.

(b) The persons/contractors submitting tenders should produce a solvency certificate, clearly indicating to what extent they are solvent from the Tahsildar of the Taluk where they reside along with their tenders.

NOTE: The solvency certificate referred to above will apply only in the case of supply of the following articles viz., dietary articles, fuels, raw materials like roots, creepers, flowers etc., and provisions to hospitals and hostels, sundry articles etc.

18. (a) In case the contractor fails to supply and deliver any of the said articles and things within the time provided for delivery of the same, or in case the contractor commits any breach of any of the covenants, stipulations and agreements herein contained, and on his part to be observed and performed, then and in any such case, it shall be lawful for Government (if they shall think fit to do so) to arrange for the purchase of the said articles and things from elsewhere or on behalf of the Government by an order in writing under the hand of the Purchasing Officer put an end to this contract and in case the Government shall have incurred, sustained or been put to any costs, damages or expenses by reason of such purchase or by reason of this contract having been so put an end to or in case any difference in price, compensation, loss, costs, damages, expenses or other money shall then or any time during the continuance of this contract be payable by the contractor to the Government under and by virtue of this contract, it shall be lawful for the Government from and out of any moneys for the time being payable or owing to the contractor from the Government under or by virtue of this contract or otherwise to pay and reimburse to the Government all such costs, damages and expenses they may have sustained, incurred or been put to by reason of the purchase made elsewhere or by reason of this contract having been so put an end to as aforesaid and also all such difference in price, compensation, loss, costs, damages, expenses and other moneys as shall for the time being be payable by the contractor aforesaid.
- (b) In case any difference or dispute arises in connection with the contract, all legal proceeding relating to the matter shall be instituted in the Court within whose jurisdiction the Purchasing Officer voluntarily resides.
19. Any sum of money due and payable to the contractor (including security deposit returnable to him) under this contract may be appropriated by the Purchasing Officer or Government or any other person authorized by Government and set off against any claim of the Purchasing Officer or Government for the payment of a sum of money arising out of or under any other contract made by the contractor with the Purchasing Officer or Government or any other person authorized by Government. Any sum of money due and payable to the successful tenderer or contractor from Government shall be adjusted against any sum of money due to Government from him under any other contracts.
20. Every notice hereby required or authorized to be given may be either given to the contractor personally or left at his residence or last known place of abode or business, or may

be handed over to his agent personally, or may be addressed to the contractor by post at his usual or last known place of abode or business and if so addressed and posted, shall be deemed to have been served on the contractor on the date on which, in the ordinary course of post, a letter so addressed and posted would reach his place of abode or business.

21. The tenderer shall undertake to supply materials according to the standard sample and/or specifications.
22. (a) No representation for enhancement of rates once accepted will be considered. However, in exceptional cases if Government is convinced of any compelling need for enhancement of rate, it may do so.
(b) In the case of imported goods, when the price accepted is the ex-site price quoted by the tenderer, the benefit of any reduction in the c.i.f. price should accrue to the purchasing Department of Government.
23. Any attempt on the part of the tenderers or their agents to influence the Department/Stores Purchase Department in their favour by personal canvassing with the Officers concerned will disqualify the tenderers.
24. Tenderers should be prepared to accept orders subject to the penalty clause for forfeiture of security in the even of default in supplies or failure to supply within the stipulated period.
25. Samples should be forwarded if called for and unapproved samples go back by the tenderers at their own cost. Samples sent by V.P. Post or 'freight to pay' will not be accepted. The approved samples may or may not be returned at the discretion of the undersigned. Sample sent by post, railway or plane should be so despatched as to reach the Purchasing Officer not later than the date on which the tenders are due. In the case of samples sent by railway the receipt should be sent separately and not along with the tender since the tender will be opened only on the appointed day and demurrage will have to be paid if the railway parcels are not cleared in time. Government will not be responsible if any sample is found missing at any time due to the non-observance of the provisions of this clause. Tenderers whose samples are received late will not be considered. Samples should be forwarded under separate cover duly listed and the corresponding number of the item in the tender schedule should also be noted in the list of samples. Tenders for the supply of materials are liable to be rejected unless samples, if called for, of the materials tendered are forwarded.
26. (a) The prices quoted should be inclusive of all taxes, duties cesses, etc., which are or may become payable by the contractor under existing or future laws or rules of the country of origin/supply or delivery during the course of execution of the contract.
(b) In case payment of customs/excise duty is to be made by the Purchasing Officer,

the Purchasing Officer will pay the duty on the “unloaded invoice price” only in the first instance, any difference being paid when the tenderer produces, the final assessment orders later.

27. The tenderer will invariably furnish the following certificate with their bills for payment:-

“Certified that the goods on which GST has been charged have not been exempted under the Central Sales Tax Act or States Sales Tax Act or GST the Rules made thereunder and the charges on account of GST on these goods are correct under the provisions of the relevant Act or the rules made thereunder, Certified further that we (or our Branch or agent) (Address)..... are registered as dealers in the State of under Registration No. for purposes of GST.”

28. Special conditions, if any, of the tenderers attached with the tenders will not be applicable to the contract unless they are expressly accepted in writing by the purchaser.

29. (This applies only to the case of supply contracts where works such as erection and construction have also to be done. This may be scored out when not applicable). In the event of any question or dispute arising under these conditions or any special conditions of this contract or in connection with this contract the same shall be referred to the award of an arbitrator to be nominated by the purchasing officer and an arbitrator to be nominated by the contractor or in case of the said arbitrators not agreeing then to the award of an umpire to be appointed by the arbitrators in writing before proceeding on the reference and the decision of the arbitration or in the event of their not agreeing of the umpire appointed by them shall be final and conclusive and the provision of the Indian Arbitration Act, 1940 and of the rules thereunder and any statutory modifications thereof shall be deemed to apply to and be incorporated in this contract. Upon every and any such reference the assessment of the costs incidental to their reference and award respectively shall be in the discretion of the arbitrators or in the event of their not agreeing of the umpire appointed by them. The venue of arbitration shall be the place from which the acceptance of tender is issued or such other place as the purchaser at his entire discretion may determine.

30. The tenderer should upload along with his e-tender an agreement executed and signed in Kerala Stamp Paper of value **Rs.200** purchased in the Kerala State. Stamp Paper will be supplied to firms outside Kerala on payment of **Rs.225** (Rs.200 being the value of the stamp paper and Rs.25 incidental charges) which may be remitted by money order in advance. A specimen form of agreement is also given in this Annexure. Tenders without the agreement in stamped paper will be rejected outright. But in deserving cases where agreement has not been received, the purchasing officer may exercise his discretion and call upon such tenderer to execute the agreement within a period of ten days from the date of issue of such intimation, if the Purchasing Officer is satisfied that the omission to

forward the agreement along with the tender was due to causes beyond the control of the tenderer and was not due to any negligence on his part. Agreement received from a tenderer after the above time limit will not be considered.

31. Format, Signing of tender and submission of tender

1. The tenderer have to submit their bids online in electronic format with digital signatures.
 2. The tender documents shall be uploaded in single cover. The cover should contains the financial bid (BOQ) and the following documents.
 - a. Scanned copy of signed Preliminary Agreement in INR.200/- Kerala stamp Paper (**Hard copy of the same must be submitted on or before the tender opening date) -Annexure 1**
 - b. Scanned copy of signed Form of tender.(**Hard copy of the same must be submitted on or before the tender opening date) -Annexure 2**
 - c. Scanned copy of the proof of Manufacturer or authorization letter from the manufacturer ,whichever is applicable -Annexure 3
 - d. Scanned copy of the declaration of not having debarred/blacklisted either by the tender inviting authority or by any State Government or by Govt of India on Non-Judicial stamp paper (INR 100 stamp paper) Duly notarized. Compliance of Tender (affidavit), Details of warranty, commissioning, and training, and Certificate regarding the availability of spares for a period of five years - not more than six months old - Annexure 4.
 - e. Scanned copy of the Deviation Certificate - Annexure 5
 - f. Scanned document showing the detailed specification of the offered items. Brand /Make, Model Number and specification for each item should be clearly mentioned - Annexure 6
 - g. Scanned copy of GST Registration certificate.
 - h. Scanned copy of original brochure/ leaflets (from the manufacturer) for all quoted items, with detailed specifications indicating brand, make/model, features, and accessories (if any).
 - i. Scanned copy of the check list - Annexure 7
- .
- ***The documents a and b are mandatory(the hard copies of the same should be submitted before opening date enclosed in a cover and should be super scribed with Tender number and date addressed to the Director of Training, Industrial Training Department, Labour complex, 5th floor, Vikas Bhavan P.O, Tvpm-33,) the “ BID “without the mandatory documents will be out rightly rejected.***

3. All documents of the tender shall be typed clearly and shall be signed by the tenderer or a person or persons duly authorized to bind the tenderer to the Contract.

4. The tender shall be submitted through the <https://etenders.kerala.gov.in/nicgep/app> web site.

32. Bid Opening and evaluation of Bids

1. The Purchaser will open all bids, in the presence of Tenderer' representatives who choose to attend, at the time mentioned in the tender notice at Directorate of training, Labour Complex, 5th Floor, Vikas Bhavan.P.O, Tvpm-33,
2. The Tenderer's representatives who are present shall sign a register evidencing their attendance. In the event of the specified date of Bid opening being declared a holiday for the Purchaser, the Bids shall be opened at the appointed time and location on the next working day.
3. Eligible tender documents will be evaluated based on the Technical specification and price. Tenderer who are qualified will be intimated and the same will be uploaded in the e tender site. The bids of the unqualified tenderer shall be rejected as per the e tender norms.

33. Clarification of Bids

The purchaser may, at its discretion, ask the tenderer for clarification of details regarding specification, brochure, leaflets, warranty, commissioning and training of the offered item. The request for clarification and the response shall be in writing / email.

34. Award of Contract

- 1) The Purchaser will award the Contract to the successful Bidder whose price bid has been determined as the lowest evaluated bid, provided further that the Bidder is determined to be qualified to perform the Contract satisfactorily.

35. Warranty

The items supplied by the tenderer should be under warranty for a period of minimum **one year** from the date of commissioning and the tenderer has to ensure the smooth functioning of the supplied items during this warranty period

36. Supply, Commissioning and Training

The tenderer has to supply the item to the respective ITIs in time, as specified in the tender schedule. The item should be installed (including Civil Works if required), tested, and commissioned. Training should be given by the tenderer for the normal operation of the supplied item (at no extra cost).

37. Tender schedule and Specification

Detailed Specification is available in Tender Notice

**Sd /-
For Director of Training**

AGREEMENT

Articles of agreement executed on this the day of
..... between the Governor of Kerala (hereinafter referred to as
“the Government”) of the one part and Shri.....
..... (H.E. name and address of the tenderer)
(hereinafter referred to as “the bounden”) of the other part.

WHEREAS in response to the Notification No..... dated the bounden
has submitted to the Government a e tender for the specification
therein subject to the terms and conditions contained in the said tender;

WHEREAS the bounden has also deposited with the Government a sum of
~..... as earnest money for execution of an agreement
undertaking the due fulfillment of the contract in case his tender is accepted by the
Government.

NOW THESE PRESENTS WITNESS and it is hereby
mutually agreed as follows:

1. In case the tender submitted by the bounden is accepted by the Government and the contract for
..... is awarded to the bounden, the bounden shall within
.....days of acceptance of his etender execute an agreement with the Government
incorporating all the terms and conditions under which
the Government accepts his tender.
2. In case the bounden fails to execute the agreement as aforesaid incorporating the terms and
conditions governing the contract, the Government shall have power and authority to recover
from the bounden any loss or damage caused to the Government by such breach as may be
determined by the Government by appropriating the earnest money deposited by the bounden and
if the earnest money is found to be inadequate the deficit amount may be recovered from the bounden
and his properties movable and immovable in the manner hereinafter contained.
3. All sums found due to the Government under or by virtue of this agreement shall be recoverable
from the bounden and his properties movable and immovable under the provisions of the
Revenue Recovery Act for the time being in force as though such sums are arrears of land
revenue and in such other manner as the Government may deem fit.

In witness where of Shri..... (H.E. Name and designation) for and on behalf of the Governor of Kerala and Shri...

..... Bounden have hereunto set their hands the day and year shown against their respective signatures.

Signed by Shri. (date) In the presence of witnesses:

1.
2.

Signed by Shri. (date) In

the presence of witnesses:

1.
2.

FORM OF TENDER

Tender Ref No:

From

To

The Director

Industrial Training Department

Labour Complex, Vikas Bhavan PO

Thiruvananthapuram – 33

Kerala State

Sir,

I/We hereby tender to supply, under the annexed general conditions of contract; the whole of the articles referred to and described in the attached specification and schedule, or any portion thereof, as may be decided by Government, at the rates quoted against each item. The articles will be delivered within the time and at the places specified in the schedule.

*I/We am/are remitting/have separately remitted the required amount of ` Rupees.....
..... only) as earnest money.

Yours faithfully

Signature

Seal & Address.....

Date:

*(To be scored in cases where no earnest money deposit is furnished)

MANUFACTURERS' AUTHORIZATION FORM

Tender Ref No:

Date:

To,

The Director

Industrial Training Department

Labour Complex, Vikas Bhavan PO

Thiruvananthapuram – 33

Kerala State

Dear Sir,

We who are established and reputable manufacturers of(*name and description of goods offered*) having factories at (*address of factory*) do hereby authorize M/s (*Name and address of Agent*) to submit a bid, and sign the contract with you for the goods manufactured by us against the Tender Published by you.

Yours faithfully

(Name)

(Name of manufacturers)

(COMPLIANCE OF TENDER (AFFIDAVIT))

(To be submitted by the BIDDER on stamp paper duly notarized)

I/We, M/s. _____ represented by its Proprietor/Managing Partner / Managing Director having as Registered Office at _____ and its factory premises at _____ do declare that I / We have carefully read all the conditions of Tender in Ref. No. _____ for supply of _____ floated by **The Director, Industrial Training Department, Labour Complex, Vikas Bhanvan PO, Thiruvananthapuram-33, Kerala State** and accepts all terms and conditions of tender.

I / We agree that the Department forfeiting the Bid security and or Performance Security Deposit and debarring / black listing me / us for a period of 2 years , if any information furnished by us proved to be found false, misleading, malafide at any time or during the inspection and not complying the tender conditions & specifications.

I /We hereby declare that, we have not been debarred / penalized by any Govt. Departments/ neither Undertaking nor our marketing Assistance has been stopped / withdrawn in the past.

We hereby extend our full guarantee and warrantee as per Terms & Conditions of the above tender for goods & services offered by us. We hereby declare that we will be held fully responsible for any mischief/misconduct or supply of substandard items by us or our dealer/distributor. We also confirm to provide the spares for at least five years from the date of supply / installation. We reiterate that goods ordered on the above firm shall be supplied in due time.

Signature:

Name & address with seal:

to be attested by the Notary:

DEVIATION CERTIFICATE

Tender Ref No.- -----

S.No.	Specification of Tool/ /Equipment mentioned in Tender Enquiry	Detailed specification of Tool/ / Equipment offered by the Bidder	Whether there is deviation from the tender specification (Yes/No)	If Yes, indicate the deviation	Remarks

Authorized Signatory Name & Signature with Seal	
Date	

Tender Ref No:

Specification of Items

Sl No	Item Name	Specification of the offered Item	Make/ Brand Name	Model Name & No	Attached Brochure/Leaflet (Yes/No)
1					
2					
3					
4					
5					
6					
7					

Authorized Signatory Name & Signature with Seal	
Date	

Tender Ref No:.....**CHECK LIST FOR TECHNICAL BID**

SN	Documents	Submitted (Y/N)
1.	Duly filled Checklist as per format given in - Annexure 7.	
2.	EMD remitted / exempted (strike out whichever is not applicable) if exempted, relevant proof.	
3.	Preliminary agreement duly signed (INR 200 Kerala Stamp Paper) – Annexure 1	
4.	Tender Form duly signed & stamped on letter head – Annexure 2	
5.	Item Wise Authorization Certificate , in case of Authorized Dealer - Annexure 3.	
6.	Declaration of not having been debarred/blacklisted either by the Tender Inviting Authority or by any State Government or by Government of India. Details of warranty, commissioning, and training, and Certificate regarding the availability of spares for a period of five years , Compliance of Tender (affidavit), on INR 100 stamp paper, Duly Notarized - Annexure 4.	
7.	Deviation Certificate. Annexure – 5.	
8.	Specification of each item with Brand/Make & Model - Annexure - 6.	
9.	Scanned copy of GST registration and clearance certificates	
10.	Self-attested copy of relevant Licence for Manufacturing/Selling and distribution (whichever appropriate) of the product quoted duly approved by the Licensing authority for each schedule of product quoted as per specification in the tender.	
11.	Original Catalogue / Leaflets for all Items, from the Manufacturer.	

Authorized Signatory	
Name & Signature with Seal	
Date	