# KERALA STATE COASTAL AREA DEVELOPMENT CORPORATION Ltd.

(A GOVERNMENT OF KERALA UNDERTAKING)

#### TENDER NOTICE

No.543 / 2011 / F/ KSCADC

17-06-2013

The Managing Director, Kerala State Coastal Area Development Corporation Limited invites sealed quotations in two cover system from proven manufacturers/ authorised suppliers for the supply of the following items. Tender forms can be downloaded from <a href="www.keralacoast.org">www.keralacoast.org</a>. The cost of tender shall be remitted as demand draft along with the Technical Bid.

SI.No	Name of item	Qty	EMD	Cost of Tender
1	Echo sounder with chart plotter	50	32500	
2	Marine Communication equipment (VHF-DSC)	50	15000	
3	Hand held GPS set	50	4000	8700 + 5% VAT
4	Search and Rescue Beacon	50	9000	

Last date of receipt of Tender Date of opening of Technical Bid - 08/07/2013 3 PM

- 08/07/2013 4 PM

Sd/-Managing Director

'Makayiram', T.C 16 / 1709, Ulloor lane,Near DPI, Jagathy, Thiruvananthapuram-14 Ph. No. 0471-2321520; email: kscadc@gmail.com KERALA STATE COASTAL AREA DEVELOPMENT CORPORATION LTD MAKAYIRAM, NEAR DPI, JAGATHY THIRUVANANTHAPURAM



## TENDER FOR THE SUPPLY OF MARINE ELECTRONIC EQUIPMENTS



Tender No. 543/2011/F/KSCADC dated 17/06/2013		
EVENT	DATE	TIME
Availability of tender forms	Available a	t www.keralacoast.org
Last date of availability of tender forms	06.07.2013	4.00 PM
Last date for submission of tender	08.07.2013	3.00 PM
Opening of tender	08.07.2013	4.00 PM

#### Prepared by

LBS Centre for Science & Technology
Thiruvananthapuram
www.lbsce.org

www.lbskerala.com

# KERALA STATE COASTAL AREA DEVELOPMENT CORPORATION LTD MAKAYIRAM, NEAR DPI, JAGATHY, THIRUVANANTHAPURAM

#### TENDER FOR THE SUPPLY OF MARINE ELECTRONIC EQUIPMENTS



Tender No. 543/2011/F/KSCADC dated 17/06/2013			
EVENT	DATE	TIME	
Availability of tender forms	Available at	www.keralacoast.org	
Last date of availability of tender forms	06.07.2013	4.00 PM	
Last date for submission of tender	08.07.2013	3.00 PM	
Opening of tender	08.07.2013	4.00 PM	

# KERALA STATE COASTAL AREA DEVELOPMENT CORPORATION LTD MAKAYIRAM, NEAR DPI, JAGATHY, THIRUVANANTHAPURAM

#### **TENDER HIGHLIGHTS**

Tender For	Tender for the Supply of Marine Electronic Equipments to Kerala State Coastal Area Development Corporation Ltd, Makayiram, Near DPI, Jagathy, Thiruvananthapuram	
Availability of tender forms	Available at www.keralacoast.org	
Last date of availability of tender forms	06.07.2013, 04.00 PM	
Cost of Tender Document	`8700/- + KVAT @ 5%	
	Supply of Echo Sounder with chart plotter	`32500/-
Earnest Money	Supply of Marine communication equipment (VHF–DSC)	`15,000/-
Deposit	Supply of Hand held GPS sets	`4,000/-
	Supply of Search and Rescue beacons	`9,000/-
Due date for submission of completed tender documents  On or before 08.07.2013, 03.00 PM		
Opening of Technical Bid	<b>al</b> 08.07.2013, 04.00 PM	
Contact persons	ntact persons Mr. Sunil, Technical Assistant, KSCADC. Mob: 91 8086075899	
Please visit our website www.keralacoast.org for further details.		

Signature of the Bidder

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#### A. NOTICE INVITING TENDER

No.543/2011/KSCADC 17.06.2013

Kerala State Coastal Area Development Corporation Ltd. (KSCADC), a State Govt. undertaking invites sealed bids from Proven manufactures/authorized suppliers/companies for the supply of the following,

- A. Echo Sounder with chart plotter Quantity: 50 nos. (Appox.).
- B. Marine communication equipment (VHF DSC) Quantity: 50 nos. (Appox.).
- C. Hand held GPS set Quantity: 50 nos. (Appox.).
- D. Search and Rescue beacon Quantity: 50 nos. (Appox.).

Proven manufactures/authorized suppliers/companies having experience can only participate in the tender. Proven manufactures/authorized suppliers/companies can quote for any of the item or for all the items together. In all cases a single tender document is needed. No separate tender document need to be submitted for the 4 items by a single bidder.

The Tender is under two bid system (Part-I: Prequalification cum Technical Bid and Part- II – Commercial Bid). The pre qualification cum technical bid should be put in a single sealed cover super scribing the wordings "Pre-Qualification cum Technical Bid" for Marine Electronic Equipments. Please note that prices should not be indicated in the Pre-Qualification cum Technical Bid and if price found quoted, the bid will be summarily rejected. Commercial Bid should be put in a single sealed cover super scribing the wordings "Commercial Bid" for Marine Electronic Equipments. Commercial Bid should only indicate prices filled as per Annexure 1 K and 1 G provided in the Tender Document. The Pre qualification cum Technical Bid Cover and Commercial Bid Cover prepared as above are to be kept in a single sealed cover super-scribed with the wordings "Marine Electronic Equipments". Tender Number, Due Date and the wordings "DO NOT OPEN BEFORE 04.00 PM on 08/07/2013. Only authorized person should sign the tender/quotation. His name, designation and address should be given in capital letters.

All bids must be accompanied by an earnest money in the form of Demand draft from a nationalized or scheduled bank, in favour of "Kerala State Coastal Area

Development Corporation Ltd", payable at SBT, Jagathy branch, Thiruvananthapuram. No interest shall be payable by KSCADC on the Earnest Money deposited by Bidder

The pre-qualification cum technical bid received in time at the office will be opened at 04.00 PM on 08.07.2013 at Kerala State Coastal Area Development Corporation Ltd. The bidders or their authorized representatives may be present if they so desire.

#### Note:

- 1. Bidders are advised to get the demand draft for EMD non refundable tender cost in favour of "Kerala State Coastal Area Development Corporation Limited" payable at Thiruvananthapuram, failing which, their bids are liable to be rejected without giving any further reference
- 2. KSCADC do not bind themselves to accept the lowest or any bid and reserves the right to reject any or all bids with/without any reason or accept/prefer any bid or Bidder without assigning any reason and also reduce or extend the period of contract without assigning any reason.
- 3. KSCADC reserves all rights to prequalify/ reject any or all offers without assigning any reason thereof.
- 4. Incomplete offers will not be considered and will be rejected.
- 5. KSCADC will not be responsible for postal delays when Tenders are sent by post.
- 6. In support of experience, bidders shall submit details in Annexure 1B and 1C.
- 7. Name, designation and address, telephone, mobile numbers and e-mail IDs of the clients/customer should be enclosed. Submit these details of the last three years.
- 8. Copies of performance/appreciation certificate from the clients may be enclosed.

Yours faithfully,

Sd/-**MANAGING DIRECTOR** KSCADC, Thiruvananthapuram, Kerala

## **B. TENDER SUMMARY**

Tender For	Tender for the Supply of Marine Electronic Equipments to Kerala State Coastal Area Development Corporation Ltd, Makayiram, Near DPI, Jagathy, Thiruvananthapuram	
Availability of tender forms	Available at www.keralacoast.org	
Last date of availability of tender forms	06.07.2013, 04.00 PM	
Cost of Tender Document	`8700/- + KVAT @ 5%	
	Supply of Echo Sounder with chart plotter	`32500/-
Earnest Money	Supply of Marine communication equipment (VHF–DSC)	
Deposit	Supply of Hand held GPS sets	`4,000/-
	Supply of Search and Rescue beacons	`9,000/-
Security Deposit 5% of the agreed price		
Due date for submission of completed tender documents	On or before 08.07.2013, 03.00 PM	
Opening of Prequalification cum Technical Bid	Prequalification cum 08.07.2013, 04.00 PM	
Firm Period 6 months from the date of opening of Prequalification cum Technical Bid		alification cum

#### C. SECTION I – GENERAL CONDITIONS

#### 1) Scope of work:

Kerala State Coastal Area Development Corporation Ltd. (KSCADC), a State Govt. undertaking invites sealed bids from the companies for the supply of the following,

- A. Echo Sounder with chart plotter Quantity: 50 nos (Appox).
- B. Marine communication equipment (VHF DSC) Quantity: 50 nos. (Appox).
- C. Hand held GPS set Quantity: 50 nos. (Appox).
- D. Search and Rescue beacon Quantity: 50 nos. (Appox).

#### 2) Eligibility Criteria for Bidders:

#### 2.1 Bidders General Qualifications

- i) This tender document is open to all firms/companies/authorized suppliers both from within and outside India, who are eligible to do business in India under relevant Indian laws as in force at the time of bidding.
- ii) Firm/company/authorized suppliers declared by Kerala Govt., including KSCADC to be ineligible to participate for corrupt, fraudulent or any other unethical business practices shall not be eligible during the period for which such ineligibility is declared.
- iii) Breach of general or specific instructions for bidding, general and special conditions of contract may attract a proceeding to declare a firm/company ineligible for a certain period or certain number of consecutive tender calls

#### 2.2. Minimum Eligibility Criteria

- The bidding firm must have previous experience of having supplied any type of electronic equipments or fishing equipments to Government institutions in India.
- ii. The bidding company must have supplied similar type of equipment as mentioned above to at least any two reputed organizations/Government Institutions in India. The satisfactory report from the customer is required and should be enclosed with the Prequalification cum Technical bid.

- iii. The bidding Company should have minimum One Crore turn over during the last three financial years and true copy of audited financial statements to prove the turn over shall be submitted along with the pre qualification cum technical bid
- iv. The bidding company should have support centers/after sales service centers in Kerala. In case company does not have support center/after sales service center in Kerala, it should enclose an undertaking with the bid to set up the support centers within a month in case the contract is awarded to it and the same should be functional till the period of warranty or AMC which ever is later.
- v. The bidding company must certify that the Technology/equipment quoted is State of the art and latest and the original vendor shall provide the technology support for at least three years.
- vi. Bidding Company must produce OEM Authorization/Authorization from the sole distributor of the product in India.

#### 3) Schedule of Tender:

#### a. Sale of Bid Document

- i) Tender documents can be purchased by the bidders on submission of written application to the MD, KSCADC and upon payment of a non-refundable fee given under, in cash or through Demand Draft from a Nationalised/Scheduled bank, drawn in favour of "Kerala State Coastal Area Development Corporation Ltd", payable at State Bank of Travancore, Jagathy branch, Thiruvananthapuram.
- ii) The document can also be downloaded from the Web site i.e. www.keralacoast.org. Such bidders are required to submit the tender fee as clause 3a(1) above along with the EMD as clause 4 below.
- iii) Tender document will be available on all working days during office hours and it will be available up to 06.07.2013, 04.00 PM.
- iv) This Tender document is non-transferable.

#### b. Submission of Bids

A preliminary Agreement in the prescribed format (as per the tender document) on stamped paper worth Rs. 100/- shall be executed and furnished along with the tender document.

Sealed offers prepared in accordance with the procedures enumerated as clause 8 under Section I should be submitted to the office of Managing Director, KSCADC on or before the last date i.e. 03.00 PM on 08.07.2013

#### c. Opening of Pre-qualification cum Technical Bids

The pre-qualification cum technical bid received in time at the office will be opened at 04.00 PM on 08/07/2013 at Kerala State Coastal Area Development Corporation Ltd., Thiruvananthapuram. The bidders or their authorized representatives may be present if they so desire.

#### d. Advice to the Bidders

Bidders are advised to study this tender document carefully before participating. It shall be deemed that submission of Bid by the bidder have been done after their careful study and examination of the tender Document with full understanding to its implications.

#### 4) Earnest Money Deposit (EMD)

All bidders are required to deposit EARNEST MONEY as given below.

SI.	Name of Item	Qty	EMD (Rs.)
No.			
1	Echosounder with chartplotter	50	32500
2	Marine communication equipment (VHF-DSC)	50	15000
3	Hand held GPS Set	50	4000
4	Search and rescue beacon	50	9000

The offer received without required Earnest Money shall be rejected without further reference. All bids must be accompanied by an earnest money in the form of Demand draft from a nationalized or scheduled bank, in favour of "Kerala State Coastal Area Development Corporation Ltd", payable at State Bank of Trvancore,

Jagathy branch, Thiruvananthapuram. No interest shall be payable by KSCADC on the Earnest Money deposited by Bidder.

#### 5) Period of Validity of Offer

Offer should remain valid for 180 days from the date of opening of the Pre qualification cum technical bid as prescribed by the Corporation. If the validity of the offer is extended, the validity of EMD will also have to be extended. An offer valid for a shorter period may be rejected by KSCADC as non-responsive.

#### 6) Language of the Bid Proposal

The Language of the bid proposal as prepared by the Bidders shall be English and all further correspondence and documents related to the bid proposal exchange with the corporation shall be English.

#### 7) Amendment of Tender Document

The amendments in any of the Terms and Conditions of this Tender Document will be notified in writing or by fax or by email to all prospective Bidders who have purchased the Tender Documents and will be binding on them.

#### 8) Procedure for Submission of Bid

The Bids should be submitted in two parts i.e. Prequalification cum Technical and commercial bid.

**Pre-Qualification cum Technical bid:** - The pre qualification cum technical bid should be put in a single sealed cover super scribing the wordings "Pre-Qualification cum Technical Bid" for Marine Electronic Equipments. Please note that prices should not be indicated in the Pre-Qualification cum Technical Bid and if price found quoted, the bid will be summarily rejected.

**Commercial Bid:-** Commercial Bid should be put in a single sealed cover super scribing the wordings "Commercial Bid" for Marine Electronic Equipments.

Commercial Bid should only indicate prices filled as per Annexure 1K provided in the Tender Document.

The Pre qualification cum Technical Bid Cover and Commercial Bid Cover prepared as above are to be kept in a single sealed cover super-scribed with the

wordings "Marine Electronic Equipments". Tender Number, Due Date and the wordings "DO NOT OPEN BEFORE 04.00 PM on 08.07.2013. Only authorized person should sign the tender/quotation. His name, designation and address should be given in capital letters.

In the event of bid being submitted by a firm, it must be signed separately by each member thereof, or in the event of the absence of any partner, it must be signed on his behalf by a person holding a power of attorney authorizing him to do so, or in the case of a Company, the quotations should be executed in the manner laid down in the said Company's Articles of Association. The signatures on the quotations shall be deemed to be authorized signatures.

All the columns of the quotation form enclosed at Annexure 1F & 1G of tender document shall be duly, properly and exhaustively filled in. The rates and units shall not be overwritten. Quotations shall always be both in the figures and words. The words "No quotations" should be written across any or all of the items in the schedule for which a tenderer does not wish to tender.

Any omission in filling the columns of "units" and "rate" shall altogether debar a quotation for being considered.

No tender will be considered unless and until all the documents are properly signed and all corrections must also be signed by the tenderers.

The quotations will be regarded as constituting an offer or offers open to acceptance in whole or in part or parts at the discretion of Managing Director, KSCADC.

A specimen of each item proposed to be supplied shall be produced on demand.

#### Late Bid

The cover should also indicate the name and address of the bidder to enable the bid to be returned unopened in case it is declared "Late".

#### **Bid Prices**

- a) The Bidder on the Price Schedule shall indicate the unit prices of each item and total bid prices of the items to be supplied under the Contract.
- b) Prices indicated on the Price Schedule shall be entered separately in the following manner:

The price of the goods, quoted, including all duties, insurance on frieght, and sales and other taxes already paid or payable.

c) Fixed Price 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 a variable price quotation will be treated as non-responsive and rejected.

#### 9) Withdrawal of Bid proposal

No bid proposal or any part of it will be permitted to be withdrawn subsequent to the deadline for the submission of the bids.

#### 10) Contents of the Bid

The bids prepared by the bidder shall comprise the following components -

**Pre-Qualification cum Technical bid:** Pre-Qualification cum Technical bid comprising the following are to be filled as per the format provided in tender:-

- i. Duly signed original tender document on each page
- ii. Draft for Earnest money
- iii. Bidder must be in the business for the last two years for electronic goods and accessories or fishing equipments.
- iv. Manufacturer warranty (Annexure-1A)
- v. Bidder's particulars (Annexure-1B, Annexure-1C)
- vi. Assurance of Ethical Business practices. (Annexure 1D)
- vii. Technical detail (Annexure 1E)
- viii. After sales service certificate Annexure 1F
  - ix. Undertakings in respect of specification and rates (Annexure-1G & 1H)
  - x. Copy of the at least two supply orders of similar equipments executed by the bidder.
  - xi. Customer satisfaction report from at least two customers for supplying them with similar products.
- xii. An undertaking to comply with the warranty as specified at clause 19 under section I. Bidder shall specify the brand name, make and technical specification of all the equipment and accessories quoted under this tender.

- xiii. The complete readable technical brochures of the equipments offered along with the technical compliance of each of the specifications laid in the tender document as per the Performa attached with the tender document at Annexure 1H.
- xiv. All the annexure enclosed with this document should be duly filled up and signed.
- xv. Annexure 1J (Checklist)
- xvi. OEM Certificates.
- xvii. Statutory preliminary agreement, Annexure-11

**Commercial Bid: -** Commercial bid comprising of bid letter and Performa is to be filled in accordance to the proforma given at Annexure 1F and Annexure 1G.

#### 11) Evaluation of Bids:

An evaluation committee consisting of officials as decided by the Managing Director, KSCADC will evaluate the bids of all the bidders both technically and commercially as per the following schedule/pattern.

- i) Only Pre-qualification cum Technical bid shall be opened on the day of opening of the bids at 04.00 PM on 08.07.2013 (see 3c) in the presence of bidders representatives who intend to attend at their cost. The bidders' representatives who are present shall sign a register evidencing their attendance.
- ii) Conditional bids shall be summarily rejected.
- iii) The pre qualification cum Technical bid document shall be evaluated as per the following:
  - a) The documentation furnished by the bidder will be examined to see whether the qualifications and specific requirements mentioned in this document are fulfilled.
  - b) The bidders if required shall be asked to make a presentation/demonstration of the equipment to the evaluation committee.

- c) That the samples of the equipments, if required can be asked for evaluation & testing to check the specification and if required field trials shall also be carried out.
- iv) The Commercial Bid of those bidders whose pre qualification cum technical bids are found as per the requirement laid in the tender document will only be opened. The Place, date and time of the opening of the commercial bid shall be notified separately and informed to the successful prequalification cum technical bidders.

#### 12) Criteria for Disqualification

KSCADC may adopt such criteria for disqualification of a Bidder as KSCADC may consider appropriate. Such criteria may include, without limitation, the following:-

- a) Failure by any Bidder(s) to provide all of the information required in the Bid Proposal or any additional information as requested by the corporation including any supporting document;
- b) Non Receipt of Bid Proposal on or before the last date and time specified in this document;
- c) Material inconsistencies in the information submitted;
- d) Misrepresentations in the Bid Proposal or any supporting documentation;
- e) Non payment of Earnest Money deposit.
- f) Incomplete or conditional bids that do not fulfill all or any of the conditions specified in this tender document and bids not quoted as per the tender document.
- g) Use of unfair means
- h) Bids found in unsealed cover, Unsigned bids; Bids signed by unauthorized person and unsigned corrections in the bids.
- i) Offer with price variation clause.
- j) The bid shall contain no erasures or overwriting except as necessary to correct errors made by the Bidder, in which case such corrections shall be authenticated by the person or persons signing the bid.

#### 13) Right to negotiate

- i) The KSCADC or the evaluation committee reserves the right for negotiation with the bidders as per the prevailing purchase procedures/policy of the State.
- ii) The negotiation shall only be carried out with the technically qualified as well as lowest bidder by KSCADC/any other competent authority / purchase committee as per the procedures/policy of the Kerala Govt. prevailing at that point of time.

#### 14) Acceptance of the Bid

KSCADC do not bind themselves to accept the lowest or any bid and reserves the right to:

- i) Reject any or all bids with/without any reason.
- ii) Accept/prefer any bid or Bidder without assigning any reason and also reduce or extend the period of contract without assigning any reason.

#### 15) Cross Checking

KSCADC reserves the right to contact and verify Bidder's information, references and data submitted in the Bid proposal without further reference to the Bidder.

#### 16) Absence of Specifications

The absence of specifications details regarding any equipment to be supplied under this project implies that best general practices will prevail and that first quality material and workmanship will be applied as per the discretion of KSCADC. Certification standards, when available, for the to-be-installed equipments and materials, will prevail.

#### 17) Cost involved in Tendering

The Bidder shall bear all costs associated with the preparation and submission of its Bid, including the cost of presentation for the purposes of clarification of the bid, if so desired by the KSCADC, KSCADC will in no case be responsible or liable for those costs.

#### 18) Earnest Money Refund

- The draft of Earnest Money to the bidder(s), who fail(s) to qualify for the Commercial Bid, will be returned back by KSCADC to the authorized representative of the Bidder against a proper receipt or will be sent by the registered post at the mailing address of the Bidder as specified in the bid within eight weeks after completion of Technical Bid evaluation.
- ii) The draft of Earnest Money to the bidder(s), who qualify(s) for the Commercial Bid, but do not get the order for the project will be returned back by KSCADC to the authorized representative of the Bidder against a proper receipt or will be sent by the registered post at the mailing address of the Bidder as specified in the bid within one month after the release of purchase order by KSCADC on the successful Bidder.

#### 19) Warranty

- i. The Vendor will also be responsible for providing comprehensive on site warranty for a minimum period of three years for all the equipments from the date of successful installation.
- ii. The said warranty shall be deemed to commence from the date of issue of the letter for successful completion of the supplies by KSCADC.
- iii. The warranty shall cover repair/replace of all defective parts, if any, with the same or equivalent make for any part removed, but the repaired and reinstalled equipment unit must provide the original specified output as per original specification. Maintenance will be provided at site. Limited/carry in warranty will not be accepted. The supplier will provide after sale service during the warranty period from nearest places to installation site. The supplier will attend the complaint within 24 hours and not beyond 72 hours.

SI. No	Duration	Penalty
1	Upto 72 hours from the logging of the	Nil
	complaint with the vendor	
2	Beyond 72 hours upto 15 days	0.1% per day of the total
		cost of that equipment
3	Beyond 15 days of the logging of the	0.3% per day of the total
	complaint till rectification of the fault	cost of that equipment

The penalty, if any shall be deducted from the bank guarantee/EMD/From the invoices pending with the Corporation. In case the vendor does not attend to the complaints during the warranty period, the bank guarantees submitted by the bidders will be en-cashed

- iv. After the warranty period is over successfully, the indenting department has the option either to award the AMC with spares to the vendor at the rates negotiated at the time of award of the contract or may give it to any third party.
- v. Vendor should have satisfactory arrangement to receive complaints during the period of warranty as well as AMC as the case may be.
- vi. The bidder is further required to keep minimum 2% of the quantity of the equipments that may be supplied as stand by at a mutually agreed local center during the warranty period and AMC as the case may be.
- vii. The above clauses shall also be applicable during the AMC period as well.

#### 20) Release of Order

After Acceptance of a Bid Proposal, KSCADC will release the formal order in favour of the successful bidder.

#### 21) Right to vary Quantities at the time of Award

The KSCADC reserves the right to vary the quantities and fix a delivery schedule. KSCADC also reserves the right to order additional quantities at a price not more than the price accepted after this tender for a period of six months from the date of order placement.

#### 22) Right to accept any Bid and to reject any or all bids

The KSCADC reserve the right to accept any bid, and to annul the Tender process and reject all or any bids at any time without assigning reason without thereby incurring any liability to the affected Bidder or Bidders or any obligation to inform the affected Bidder or Bidders of the grounds for the KSCADC such action.

#### 23) Changes in Technical Specifications

KSCADC reserves the right to effect changes in the Technical Specifications. Any such change will be notified in writing to all those who have purchased this Document. In case, any of the bidder have submitted the bids before receiving the

notification of changes, will be allowed to submit a revised Pre-Qualification cum Technical and Commercial bid.

#### 24) Additional Information/Clarification

KSCADC reserves the right to ask for any additional information and samples, as it may deem necessary to evaluate the Bid Proposal. Bidders that fail to submit additional information or clarification as sought by KSCADC within one (1) week of the receipt of KSCADC's letter requesting for such additional information and/or clarification, their bids will be evaluated based on the information furnished along with the Bid Proposal.

The bidder is expected to examine all the instructions, forms, terms & conditions and specifications in the indenting document. Further to furnish all the information required by the indenting document or submission of a bid in every respect will be at bidders risk and may result in rejection of the bid. In the event of tender being accepted the bid will be converted into contract which will be governed by the conditions specified under section II mentioned at pages 21 to 28.

Read and accepted	Signature
	on behalf of M/s

#### **D- SECTION II- SPECIAL CONDITIONS**

#### 2.1 Prices

- The total F.O.R destination prices mentioned in purchase order are inclusive of current excise duty, freight, insurance etc. Further if there is any change in the excise duty by Govt. of India then the same shall be applicable on presentation of the proof. No change in any other duties, including Custom Duties, devaluation of Rupees shall be entertained.
- 2. The prices quoted for the equipments and related accessories/Services shall be firm throughout the period of contract and shall not be subject to any upward modification whatsoever.
- 3. KSCADC shall furnish a certificate that the goods purchased are not for sale.

#### 2.2 Transit Insurance

The supplier has the responsibility to get the transit insurance.

#### 2.3 Changes in the Minimum Specified Work

i) In the event of withdrawal or discontinuance of any item or items and consequent ceasing of or reduction in demand the vendor shall not be entitled to any compensation. KSCADC will however, make all reasonable endeavors to give warning of any impending complete withdrawal or of any reduction seriously affecting quantities likely to be required under the order placed as specified in section 1(20).

#### 2.4 Changes in order

Other than the changes, which subject to Section 2.3 above, no modification of the terms and conditions of the order shall be made except by written amendments signed by the both vendor and the KSCADC.

#### 2.5 Delivery Period

- i) Delivery of the equipments along with accessories as per the supply order shall be completed within six weeks from the date of placement of the order or from the date of the release of frequencies whichever is later.
- ii) The supply shall actually be deemed to have been complete on or before the date of completion of the supply of the stock.

iii) If the vendor fails to deliver any consignment within the delivery period prescribed at part (i) of Section 2.5, the delayed consignment will be subject to 0.1% penalty per consignment per day recoverable on the value of stores supplied. In case of non payment by the vendor, recovery will be made from his bills or amount of Earnest Money with the KSCADC provided that:

No recovery of penalty will be made if KSCADC accepts the delayed supplies by extending the delivery period upto 1 week by recording in writing that the exceptional circumstances were beyond the control of the vendor and there was no loss to KSCADC. In case the delivery period is extended, no penalty for supplies made during the extended period is recovered from the vendor.

On the failure of the supplier to make supply within the extended period, KSCADC can affect the Risk purchase. The said purchase at the cost of vendor will be made and delivered by the MD, KSCADC within 6 months by inviting short-term quotations from the registered and other empanelled vendors. The excess cost thus incurred will be recovered from the vendor from his pending bills or Earnest Money or through court of law. This procedure will be adopted after serving a registered notice to the vendor to seek his explanations within 15 days and if the vendor fails to reply or is unable to explain up to the satisfaction of KSCADC.

- iv) The unexcused delay in the performance of delivery or non supply of items by the vendor in the prescribed period may render him liable to any or all of the following penalties:-
- a) The penalty as mentioned at part (iii) of clause 2.5 in section II above.
- b) Forfeiture of earnest money.
- c) Imposition of liquidated damage and termination of the contract as default.
- d) The vendor may be Black listed or debarred for the period of 3 years for participating in any tender released by Kerala Govt.
- e) KSCADC can make Risk Purchase as mentioned above.
- v) Articles shall be supplied at the different locations in Kerala, specified by KSCADC at suppliers cost.
- vi) Firm period of the rates shall be 6 months.

#### 2.6 Warranty Period and Maintenance Services

- i) The vendor will be responsible for the comprehensive maintenance of all supplied equipments and related accessories free of charge during the warranty period as specified at Clause No. 19 of Section 1.
- ii) It shall be the responsibility of the vendor to keep the equipment in good working condition the necessary repairs/maintenance of equipment on monthly basis during the warranty period, otherwise it shall be treated as a non performance on the part of the vendor and the penalty as mentioned in clause no 19 may be forfeited and firm shall be imposed besides black listing the vendor for future business. The vendor shall provide free replacement of equivalent part as and when required during the warranty period or AMC as the case may be.

#### 2.7 Price Fall

The prices charged for the Items/Services supplied under the contract by the vendor shall in no event exceed the lowest price at which the vendor sells the Goods or offers to sell Items of identical description to any persons/organizations including the KSCADC, Department of the Central or State Government or any Statutory undertaking of the central or State Government, as the case may be, till the signing of the contract.

#### 2.8 Inspection/Tests of the Items/Equipments

- i) The inspection of the equipments shall be carried out by KSCADC and shall have the power to inspect/verify the items supplied as per the order before, during or after installation and to reject the same or any part or portion, if he or they be not satisfied that the same is not at par or according to the specifications submitted by the vendor. The equipments and the related accessories shall be put to the operational test to see the functionality of the equipment.
- ii) The inspection of the stores to be supplied under this order shall be carried out at Destination or any other place to be specified in the purchase order.
- iii) The vendor shall not be paid for supplies rejected by KSCADC.

- iv) Vendor shall neither claim nor be entitled to payment for any damage that rejected supplies may suffer from any harm whatsoever incidental to a full and proper examination and test of such supplies.
- v) KSCADC shall be under no liability whatsoever for rejected items and the same will be at the vendor's risk.
- vi) Rejected supplies shall be removed by the vendor at his own expense within 10 days after notice has been issued to him of such rejection, and failing such removal of rejected goods will be at vendor's risk and KSCADC may charge the vendor the market rent for the space occupied by such rejected goods.

#### 2.9 Invoicing

- i. With every dispatch of goods or materials in the order, the vendor will prepare invoices in triplicate in the name of Managing Director, KSCADC which will be mentioned in the order.
- ii. Invoice along with Delivery Challan in duplicate are to be sent by the vendor to the consignee.
- iii. Second copy to KSCADC along with the duly signed Delivery Challan received by the vendor from the respective intending officers for further necessary action regarding payments, etc. The payment shall be released by KSCADC after the inspection/ verification of the materials in accordance to the clause 2.8 above.

#### 2.10 Bank Guarantee

The successful bidder shall submit a performance bank guarantee in favour of KSCADC equivalent to the 5% of the total purchase order value, which will be kept valid for the entire period of three years which ever is later. The said bank guarantee shall be submitted with in ten days from the date of the issue of the purchase order.

If the successful bidder fails to attend the complaints with in the scheduled time frame mentioned in clause no (iii) of 19 of section I, the penalties so accrued shall be deducted from the bank guarantee and in this the case the bank guarantee shall been-cashed and the balance shall be released after the deduction of the accrued penalty on non performance.

#### 2.11 Condition of Items Supplied

- i) This is subject to the condition that the materials are securely packed by the vendor in sound containers and the consignment is accepted by the carriers without any adverse remarks as to the packing or the condition of the containers. In case of any adverse remarks, the responsibility for the losses in transit will rest with the vendor.
- ii) The vendor will not be entitled to charge or be paid for supplies broken, lost or damaged in transit. Such supplies shall be removed by the vendor at his own expense. The decision in this regard taken by KSCADC shall be binding and final.

#### 2.12 Payment Schedule

- No payment shall be made in advance for any supplies made under this order.
- ✗ 90% of payment will be released after testing the items at Thiruvananthapuram/Kochi for compliance with the tender specifications by technical experts authorized by KSCADC and acceptance to the stock of KSCADC.
- ★ The balance 10% payment along with the EMD will be released after two months from the date of acceptance of the stores by KSCADC and submission of Bank Guarantee. The bank guarantee should be valid till the completion of the warranty period (Refer clause no. 19 of Section 1).

#### 2.13 Sub-Contracting of the order

The contractor shall not assign or sublet contract without written approval of the officer sanctioning the contract.

#### 2.14 Change in Company Structure

The Membership/Board structure of the Bidder, if changed after the Bidder is selected; the bidder shall accordingly inform KSCADC of such changes.

#### 2.15 Compliance with Laws, Permits

The successful Vendor shall comply with all local, state, and Federal rules, regulations, ordinances, codes, and laws relating to the work or the conduct

thereof and shall secure and pay for any permits and licenses necessary for the execution of the work and vender shall be responsible for the same.

#### 2.16 Forfeiture of Earnest Money

- i) If the Bidder withdraws his bid before the expiry of validity or after the acceptance of the bid, the Earnest Money Deposited by the bidder will be forfeited.
- ii) If the vendor fails to comply with any of the terms, conditions or requirement of order and the technical specifications as indicated at Section 3 of the tender document. The Earnest Money deposited by the Bidder will be forfeited.
- iii) In case vendor fails to comply with the delivery period as specified in the clause 2.5 in section II, the earnest money deposit will be forfeited.

#### 2.17 Cancellation of Order

- i) In the event of the vendor failing duly and properly to fulfill the order or committing breach of any of the terms and conditions of this order or repeatedly supplying goods liable to rejection hereunder or failing, declining, neglecting or delay to comply with any demand or requisition or otherwise not executing the same in accordance with terms of this contract or if the bidder or his agent or servants being guilty of fraud in respect of this contract or any of his partners or representatives found directing, giving, promising or offering any bribes, gratuity, gift loan, perquisite, reward or advantage pecuniary or otherwise to any person in the employment of Government in any way relating to such officers or person or persons, officer or employment or if the bidder or any of his partners become insolvent or apply for relief as insolvent debtor or commence any insolvency proceedings or make any composition with his/their creditors or attempts to do so, then without prejudice to KSCADC's, KSCADC shall be entitled to cancellation of order forth with and to blacklist the bidder and may claim back all or part of the money already paid to the bidder.
- ii) If during the currency of execution of order, the Vendor becomes bankrupt or otherwise insolvent or is likely to become insolvent or bankrupt, KSCADC, at any time, cancel the order by giving written notice to the Vendor. Notwithstanding the above, such termination will not prejudice or affect any

right of action or remedy which has accrued or will accrue thereafter to KSCADC.

#### 2.18 Consequences of Cancellation of Order

- Upon cancellation of order, the Vendor shall deliver or cause to be delivered all works carried out for and on account of the indenting department and all data and records to KSCADC.
- ii) Cancellation of order shall not affect any continuing obligations of the Vendor under the Contract Agreement, which, either expressly or by necessary implication, are to survive its expiry or termination such as confidentiality obligations of the Vendor.
- iii) KSCADC may procure services similar to those undelivered, upon such terms and in such manner, as it deems appropriate, at the risk and responsibility of the Vendor and the vendor shall be liable for any additional costs for such services.
- v) The Vendor shall continue the performance of the order to the extent not terminated.
- vi) Upon cancellation of order for whatsoever,KSCADC shall have the right to perform the following penalties:-
- a) Forfeiture of earnest money
- b) Imposition of liquidated damage.
- c) Black listing of the Vendor

#### 2.19 Arbitration

If any question, difference or objection whatsoever shall arise, in any way connected with or arising out of this contract or the meaning or operation of any part thereof or the rights, duties or liabilities or either party than save in so far as the decision of any such matter is here in before provided for and has been so decided every such matter including whether its decision has been otherwise provided for and/or whether it has been finally decided accordingly in whether the contract should be terminated or has been rightly terminated in whole or part and as regards the rights and obligations of the parties as the result of such termination, shall be referred for arbitration to the Secretary to Government,

Fisheries Department or any other officer/official appointed by him and his decision shall be final and binding. And where the matter involves a claim of the amount if any awarded in such arbitration shall be recoverable in respect of the matters so referred. All disputes will be settled with in the jurisdiction of the state of Kerala.

#### 2.20 Acquaintance with All Conditions

The bidder acknowledges that he has made himself fully acquainted with all the conditions and circumstances under which the supplies required under the contract will have to be made or furnished and with all the terms, clauses, conditions, specifications and other details of the contract and the bidder shall not plead ignorance of any of those as excuse in case of complaint against or on rejection of supplies tendered by him or with a view either to asking for encashment of any rates agreed to in the contract or to evading any of his obligations under the contract.

Read and accepted	Signature on behalf o	
	M/s	

#### **E- SECTION III - TECHNICAL SPECIFICATIONS**

The vendor will supply of the below mentioned equipment that will best accommodate and meet the requirements. Bids not meeting these minimum Technical Specifications are liable to be rejected.

#### (i). ECHOSOUNDER WITH CHARTPLOTTER- 50 Nos\*

#### **General**

- Display 5 inch, 256 Colour, Day light viewing
- Resolution 480V X 480 H (High Contrast)
- Back lighting Adjustable for screen & keypad
- Depth Range Minimum 1500 meters with sub range division of 10 meters (Auto & Manual)
- Transducer Copper; Dual frequency (Around 50/200 KHz)
- Power requirement 12V DC
- Water proof IPX7 (Marine Weather Proof sealed.)

Besides, the equipment shall have the following features,

- AIS compatible/ NMEA input and output
- VRM (Variable Range Marker) facility
- Shift/Phasing range facility
- Selectable pulse length
- Bottom lock and White line facility
- Alarm for presence of fish/ shallow water/ deep water

Note: The cost shall include installation charges, protective box, PVC pipe of sufficient dimension for transducer, electric cabling etc.

#### (ii). MARINE COMMUNICATION EQUIPMENT (VHF -DSC) - 50 Nos\*

#### General

- IPX 7 Water proof and Marine weather proof light weight and compact
- Operating Voltage 12 V DC
- Squelch control

#### Voice communication features required for equipment:

- Frequency All permitted marine channels
- Transmitter Out put power 25 W (High) and 1W (Low) selectable
- Receiver Audio out put 3 to 4.5W (Hand set with speaker facility)
- Antenna Antenna mounted on 1½" GI pipe of 3m height, 6- 7.5 db gain, Fiber glass colenier, Marine grade base, Ferrule: Stainless steel with fiber sleeve, Polarity: vertical, Impedance: 50 ohms, No dc ground, RG213 cable with connector 10 meters)
- Equipment Hand microphone, DC power cable, mounting bracket
- Battery 12V 60 AH

Note: The cost shall include licensing expenses, one year royalty, charges for erection, installation and programming.

#### (iii). Hand held GPS Set - 50 Nos\*

The equipment shall have the following specifications,

- Water proof IP x 7, Floating Type,
- ·Battery: 2 Nos AA type,
- Display: LCD, 4 level Grey/Colour display,
- High sensitive receiver,
- •500 locations & way points,
- Track -10, Routes- 50, USB interface,
- Automatic track log,
- Trip computer,
- minimum 1 MB internal memory,
- WAAS / EGNOS capability,
- •Display 1.6" x 2.2"

#### (iv). Search and rescue beacon - 50 Nos\*

The equipment shall have the following specifications,

- Transmitted frequency 406.037 Mhz
- Transmitted power output 5W

- Built in GPS receiver
- Antenna folded loop internal
- Marine application, floating type, water proof
- Automatic & Manual activation facility
- \*Quantity may vary.

Read and accepted	Signature
	on behalf of M/s

#### **ANNEXURE – 1-A**

# (To be enclosed with Pre qualification cum Technical bid) MANUFACTURE WARRANTY

We, M/S	hereby declare that the items
	supplied by us hereunder shall be brand new,
free from all encumbrances, d manufacture shall be of the hi established and generally accepted in full conformity with the specific properly and further undertake to	efects and faults in material, workmanship and ghest grade and quality and consistent with the distandards for materials of the type ordered shall be rations, drawings or samples, if any, and shall operate to confirm to all the warranty conditions as specified I clause no. 2.6 of section II of this tender document.
Signature of the Witness	Signature of the Bidder on & behalf of M/s
Full Name	Full address
Full Name	Full address
Dated:	

#### **ANNEXURE – 1-B**

#### (To be enclosed with Pre qualification cum Technical bid)

#### **BIDDERS PARTICULARS**

#### BIDDERS SHOULD FURNISH ANSWERS TO ALL THE QUESTIONS BELOW.

BIDDERS MAY PLEASE NOTE THAT IF THE ANSWER SO FURNISHED ARE NOT CLEAR AND/OR ARE EVASIVE, THE ENTRY WILL BE LIABLE TO BE IGNORED.

1.	Name of the Bidder	:
2.	Permanent Income Tax A/C No.	:
3.	PAN	:
4.	TIN	:
5.	Sales Tax Registration No.	:
6.	Please indicate: - Name & full address of your Banker	
7.	Business name and Constitution of the firm.	;
ls t	the firm registered under:-	
	·	6 (b) The India Partnership Act, 1932 (Please act, if not who are the owners. (Please give full

6. State whether required equipment and related accessories held in stock sufficient

for the execution of the job.

7.	We	M/s								, have	enclos	sed EM	D for Rs	
						. drawn	in	favour	of	"Kerala	State	Coast	al Area	ì
	Deve	elopmei	nt Corp	orat	ion Lt	d." vide	Dr	aft No					. dated	:
			drawn	on	State	Bank of	f T	ravanco	re,	payable	at Ja	agathy	branch	ı
	Thir	uvanan	thapura	m.										

- 8. For firms of Indian origin and with partnership structure, state whether they are registered or not registered under Indian Partnership Act, 1932. Should the answer to this question by a Partnership firm be in the affirmative, please state further:-
  - (a) Whether by the Partnership agreement, authority to refer disputes concerning the business of the partnership to arbitration has been conferred on the partner who has signed the offer.
  - (b) If the answer to (a) is in the negative, whether there is any general power of attorney executed by all the partners of the firm authorizing the partners who signed the bid/offer to refer dispute concerning business of the partnership to arbitration.
  - (c) If the answer to either (a) or (b) is in the affirmative furnish a copy of either the partnership agreement or the general power of attorney as the case may be.

#### N.B.:

- (1) Please attach to the offer a copy of either document on which reliance is placed for authority of partners or the partners signing the offer to refer disputes to arbitration. The copy should be attested by a Notary Public or its execution should be admitted by Affidavit on a property stamped paper by all the partners.
- (2) Where authority to refer disputes to arbitration has not been given to the partners signing the offer(s) must be signed by every partner of the firm.
- 9. Here state specifically that whether the price offered by you is to the best of your knowledge and belief, not more than the price usually charged by you for the job

of the same nature. margins of difference	If not state the reasons thereof, if any, also indicate the
10. Please confirm that you complied with accord	ou have read all the terms & conditions carefully and have ingly.
Signature of Witness: Full name & address of Witness in Block letters	Signature of Bidder
(1)	Full name and address of the persons Signing (In BLOCK letters)
(2)	Whether signing as Proprietor/Partner Constituted Attorney/duly authorized by the Company.
Date: Place:	(seal)

### **ANNEXURE – 1-C**

# <u>BUSINESS DETAILS</u> (To be enclosed with Pre qualification cum Technical bid)

1.	Date of Incorporation/Agreement/Partnershi	p :
2.	Particulars of Business:	
	Name of Office	:
	Name of Premises/Building/Village	:
	Area/Locality/Sub-Division	:
	Town/City/District	:
	State/Union Territory	:
	Telephone No.	:
	No. of Branches	:
	Nature of Business	:
3.	Names, Addresses etc. of Partners/Members/I persons, please add separate sheet(s)	Directors (For Information about more
	Details of Partners/Members/Directors	:
	No. of Partners/Members/Directors	:
	Full Name	:
	Name of Premises/Building/Village	:
	Area/Locality/Taluk/sub-Division	:
	Town/City/District State/ Union Territory/Country	:

Telephone No. :

Income Tax PAN No.#

### 4. Detail of turnover

Financial year	Turnover in Rs	Profit	Page no of the balance sheets enclosed with the bid
2010-11			
2011-12			
2012-13			

Date: Signature of Bidder

Name:

Status/ Designation:

(Seal)

Note: Furnish separate profiles, if desired.

### **ANNEXURE - 1 -D**

# **UNDERTAKING**(ON ASSURANCE OF ETHICAL BUSINESS PRACTICES)

I/We	hereby	declare	that	my/our	firm	is	a
registered one in the		(Here	enter	the distri	ct , stat	e an	d
country details) and operating since			(He	ere enter	the da	ate o	f
inception of the company). I/we here	by declare the	nat my/ou	ır firm	is not bl	acklist	ed b	y
any Government or Non Government	tal establishn	nents, wit	hin or	outside	the cou	untry	١,
for breach of fair and ethical busine	ess practices	. I/We als	so dec	lare that	there	is n	O
standing ruling /verdict of a court	of law prev	enting th	ne sale	e and sei	rvice c	of th	е
equipments mentioned in this tende	er. The office	er signed	this u	ındertakiı	ng is le	egall	y
authorised to make such declaration.							
Date:	Signature of	Bidder					
	Q1 1 /1	Nam					
	Status/ I	Designatio	n:				
	(01)						
	(Seal)						

#### **ANNEXURE - 1-E**

## BID LETTER (Enclose with Prequalification cum Technical Bid)

_	_		
П	г		•
		t	1

### **Managing Director**

Kerala State Coastal Area Development Corporation Ltd 'Makayiram', Jagathy, Thiruvananthapuram – 695014

SI.no	Name of the item (specifications as per the section III)	Qty	Make/model
1			
2			
3			
4			
5			
6			

We undertake, if our bid is accepted, to commence the work immediately and to complete the supply, installation and commissioning as the case may be within the stipulated time frame as specified under clause no. 2.5 in section II unless otherwise specified in the formal purchase order.

We agree to abide by this bid for a period of 180 days from the date fixed for bid opening and it shall remain binding upon us and may be accepted at any time before expiration of that period. Until a formal contract is prepared and executed, this bid, together with your written acceptance thereof and your notification of award, shall constitute a binding Contract between us.

We have enclosed demand draft no	Dated	drawn in favour
of Kerala State Coastal Area Development	Corporation Ltd. payable	e at SBT Jagathy
branch, Thiruvananthapuram for Rs	as EMD.	

### ANNEXURE- 1 -F

# (Enclose with Prequalification cum Technical Bid) AFTER SALE SERVICE CERTIFICATE

From			
	rector coastal Area Developmer agathy, Thiruvananthap	•	
Whereas, we M/s	a at in the state of Karak		are
SI.No.	s at in the state of Kerala  Address of Service  Centre	Number of Engineers	Phone No
	33111		
	0	r	
			•
service offices in Ker	ala with in one month o	t the award of the con	ract.
We M/sthat:		al	so,do hereby confirm
	e complaints/service ca t the timelines to attend		•

No. KSCADC/F/543/2011

of section I of the tender document, the penalty as specified under clause no 19 of section I of the tender document shall be applicable on us. We further undertake to keep minimum 2% of the quantity of the items that may be supplied as stand by at a

local center at Thiruvananthapuram.

We further confirm that we will impart technical training for the repairs of the sets to the officials at our premises. We further confirm to ensure that service of the equipment and availability of the spare parts shall remain for minimum of 10 years.

Dated: this	day of	2013
Batoar time	and the second s	

### (Signature)

Name: Designation:

(Head or Senior Executive of Firm)

Address: Phone/Mobile/Fax No.:

### **ANNEXURE - 1 -G**

### (To be enclosed with the pre qualification cum technical bid) **UNDERTAKING OF RATES**

To

M/0 M/s

Vlar	ag	ing	Di	recto	r
					-

Kerala State Coastal Area Development Corporation Ltd 'Makayiram', Jagathy, Thiruvananthapuram - 695014

We M/s	do hereby confirm that
The rates quoted against this offer are lowest quoted less rates to any other customer than the	
	·
less rates than this offer to any other customer offer, then double of the difference in amount w	
case our Company/principal officially reduce th	
days from the date of delivery, then the benefit f	or the same will be passed.
We M/s	further undertake
that any price benefit on account of providing	g higher capacity accessories than the
required/specified in this offer shall not be claim	ned by us.
Dated: this day of	2013.
Name :	(Signature) Designation: (Head or Senior Executive of Firm)
Address :	
Phone No: Fax No: Mobile No:	

### **ANNEXURE - 1 -H**

## (To be enclosed with the pre qualification cum technical bid) UNDERTAKING OF CONFIRMING TO THE SPECIFICATIONS

To

Managing Director	Λ	/lar	nagi	na	Dir	ector
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Kerala State Coastal Area Development Corporation Ltd 'Makayiram', Jagathy, Thiruvananthapuram - 695014

We M/s	having do hereby confirm
that the	Model no and
made in Offere	ed by us against this tender meet all the minimum
suggestive specifications as laid in	this tender document.
Dated: thisd	lay of 2013
(Authorised Signature)	
Name :	
Designation :	
Address :	
Phone No :	Fax No:
Mobile No :	

### **ANNEXURE - 1 -I**

### 

### STATUTORY PRELIMINARY AGREEMENT

Ar	ticles of agreement executed on this theday ofday of
tho	busand between the Managing Director of Kerala State Coastal
	ea Development Corporation Limited (KSCADC) (hereinafter referred as "First
	rty") of the one part and Shri
	(H.E.
	me and address of the tenderer) (hereinafter referred to as "the Second Party") of the
	ner part.
	WHEREAS in response to the Notification No dated
	the Second Party has submitted to the First Party a tender for the
	specified therein subject to the terms and
	nditions contained in the said tender:
00.	WHEREAS the Second Party has also deposited with the First Party a sum of
Rs	as earnest money for execution of an agreement undertaking
	e due fulfillment of the contract in case his tender is accepted by the First Party.
tiit	NOW THESE PRESENTS WITNESS and it is hereby mutually agreed as follows:
1	In case the tender submitted by the First Party is accepted by the Second Party and
1.	the contract for is awarded to the First Party,
	the Second Party shall within Days of acceptance of his tender execute an
	agreement with the First Party incorporating all the terms and conditions under
_	which the First Party accepts his tender.
2.	In case the Second Party fails to execute the agreement as aforesaid incorporating
	the terms and conditions governing the contract, the First Party shall have power
	and authority to recover from the Second Party any loss or damage caused to the
	First Party by such breach as may be determined by the First Party by appropriating
	the earnest money deposited by the Second Party and if the earnest money is found
	to be inadequate the deficit amount may be recovered from the Second Party and his
	properties movable and immovable in the manner hereinafter contained.

3.	3. All sums found due to the First Party under or by virtue of this agreement shall be					
		the Second Party				
	·	ons of the Revenue are arrears of land	-		_	
	Party may deem fi		revenue and mis	acii otilei illai	iiici as tiit	5 I II 3t
	3 3	uereof Shri		(1	H.F.) nam	e and
des		on behalf of the M			-	
	velopment					Shri
				the Second	d Party	have
he	reunto set their har	nds the day and year	r shown against t	heir respective	e signatur	es.
-	_		(Date	e) in	the prese	nce
of	witnesses:					
1						
Ι.						
2.						
Sic	ıned by Shri		(Date)	i	n the pre	sence
	witnesses:		,		•	
1.						
2.						

### ANNEXURE - 1 -J

### **CHECKLIST**

(To be enclosed with the pre qualification cum technical bid)
Name of Bidding Company:

	Name of Bidding Company:					
SI.	Description	Yes	No	Remarks/		
No	·			Details		
1	Pre Qualification bid  Duly signed original tender document on each page					
2	Draft for Earnest money of Rs					
2	(Please write DD No , Date and Bank Name in Remark					
	Column)					
3	Bidder must be in the business for the last three years					
3	for Marine electronic equipments. Audited balance					
	sheets for the last three yeas i.e. 2010-11, 2011-12 and					
	2012-13					
4	Manufacturer warranty Annexure-1A					
5	Bidder's particulars Annexure-1B, Annexure-1C					
6	Technical detail Annexure-1E					
7	After sales service certificate Annexure 1F					
8	Copies of the at least two supply orders of Marine					
	electronic equipments executed by the bidder					
9	Customer satisfaction report from at least two					
	customers for supplying them with similar products					
10	Copy of valid DGS&D Rate Contract of Govt. of India (if					
	applicable)					
11	An undertaking to comply with the warranty as					
	specified at clause 19 under section I. Bidder shall					
	specify the brand name, make and technical					
	specification of all the equipment and accessories					
	quoted under this tender					
12	The complete readable technical brochures of the sets					
	offered along with the technical compliance of each of					
	the specifications laid in the tender document as per the					
	Performa attached with the tender document at					
10	Annexure H					
13	The bidding company must be a profit making					
	company for the last two consecutive years i.e 2009-10 and 2010-11					
14	The bidding company should have support					
14	centers/after sales service centers in state of Kerala. In					
	case company does not have support center/after					
	sales service center kerala it should enclose an					
	undertaking with the bid to set up the support centers					
	within a month in case the contract is awarded to it and					
	the same should be functional till the period of					
	warranty or AMC which ever is later					
15	The bidding company must certify that the					
	Technology/equipment quoted is State of the art and					
	latest and the original vendor shall provide the					
	technology support for at least five years					
	Makes and models offered					
	OEM Certificate					
18	Statutory preliminary agreement					

#### **ANNEXURE – 1-K**

## COMMERCIAL BID (Enclose with Commercial Bid)

To

6

We declare:

### **Managing Director**

Kerala State Coastal Area Development Corporation Ltd 'Makayiram', Jagathy, Thiruvananthapuram - 695014

in conformity with the said offer as per the following				
SI. No	Name of the item	Qty	Unit Rate	Total
1				
2				
3				
4				
5				

We M/s..... offer to supply of ...... to the office of KSCADC

- 1. Period of Delivery: We do hereby undertake that in the event of acceptance of our bid, the job will be completed within the stipulated time frame as specified under clause no.2.5 unless otherwise specified in the formal purchase order.
- 2. Terms of Delivery: The landed prices quoted are inclusive of current Excise Duty, Freight, Insurance, Sales Tax, octroi etc.
- 3. We agree to abide by our offer for a period of 180 days from the date fixed for opening of the Technical bids and that we shall remain bound by a communication of acceptance within that time.

- 4. We hereby certify that we have read and understood the terms and conditions applicable to the bidder and we do hereby undertake to supply as per these terms and conditions.
- 5. Certified that the Bidder is:

A sole proprietorship firm and the person signing the bid/offer is the sole proprietor/constituted attorney of the sole proprietor.

Or

A partnership firm, and the person signing the bid/offer is a partner of the firm and he has authority to refer to arbitration disputes concerning the business of the partnership by virtue of the partnership agreement/by virtue of general power of attorney.

Or

A company and the person signing the bid/offer is the constituted attorney.

**NOTE:** Delete whatever is not applicable. All corrections/deletions should invariably be duly attested by the person authorized to sign the bid/offer document.

6. We do hereby undertake that until a formal Contract is prepared and executed, this bid, together with your written acceptance thereof and placement of letter of intent awarding the Contract shall constitute a binding Contract between us.

Dated: this	day of 2013
Details of enclosures	Signature of Bidder Full Name
Full address :	
Tel. No:-	
Fax No:-	

E-mail:-