



**The Kerala State Financial Enterprises Limited**

---

**NOTICE INVITING LIMITED TENDER**

**TENDER FOR THE SUPPLY, INSTALLATION, MAINTENANCE AND RELATED SERVICES OF  
SECURITY EQUIPMENTS FOR KSFE BRANCHES ACROSS KERALA**

**TENDER NO:KSFE/GAD/8826/SECURITY EQUIPMENTS/2024-2025  
DATED 30/05/2024**

This invitation to bid is for THE SUPPLY, INSTALLATION, MAINTENANCE AND RELATED SERVICES OF SECURITY EQUIPMENTS which includes **Strong Room Doors, Jewel Safe, Cash Safe and Safe Deposit Locker Cabinets** for KSFE BRANCHES ACROSS KERALA on rate contract basis . The Tenderer should have a minimum period of **3 years experience in this field**. The Companies / Firms which are black listed by the Govt./Public sector Undertakings are not eligible for participating in this Tender. The Security Equipment should be done as per the specifications given by the company. **Prices should be inclusive of all taxes, GST, Transportation, Loading & Unloading, Delivery and Installation etc.**

Bid publishing date	:	<b>11:00 hours on 01/06/2024</b>
Last Date of Sale of Tender Form	:	<b>17:00 hours on 10/06/2024</b>
Bid submission closing date	:	<b>17:00 hours on 25/06/2024</b>
Date & Time of opening of tender	:	<b>15:00 hours on 26/06/2024</b>

The Company reserves the right to accept /reject any tender without assigning any reason whatsoever.

**Sd/-**

**MANAGING DIRECTOR**

**Thrissur**  
30.05.2024

**LIMITED TENDER FOR SUPPLY, INSTALLATION, MAINTENANCE AND RELATED  
SERVICES OF SECURITY EQUIPMENTS FOR KSFE BRANCHES ACROSS KERALA**

**(Tender Document)**

**TENDER NO:KSFE/GAD/8826/SECURITY EQUIPMENTS/2024-2025  
DATED 30/05/2024**

The Kerala State Financial Enterprises Ltd.

(A Government of Kerala undertaking)

Regd. Office: "Bhadraatha", Museum Road,

Corporate ID No:U65923KL1969SGC002249

GST No : 32AABCT3817AIZ0

P.B.No: 510, Thrissur – 680 020, Ph: 0487-2332255,

Fax: 0487-2336232, E-mail: [gad@ksfe.com](mailto:gad@ksfe.com)

**Web site: [www.ksfe.com](http://www.ksfe.com)**

<b>INDEX</b>			
<b>SI. NO.</b>	<b>DESCRIPTION</b>		<b>PAGE NO</b>
1	<b>SECTION - I</b>	Invitation for bids	<b>3</b>
2	<b>SECTION - II</b>	Instructions to bidders	<b>5</b>
3	<b>SECTION - III</b>	General conditions of contract	<b>13</b>
4	<b>SECTION - IV</b>	Proforma for bids	<b>29</b>
5	<b>PROFORMA-1</b>	Bid Letter (Technical)	<b>29</b>
6	<b>PROFORMA-2</b>	EMD & Particulars	<b>31</b>
7	<b>PROFORMA-3</b>	Particulars of Bidder & Manufacturer	<b>32</b>
8	<b>PROFORMA-4</b>	Particulars of turnover over the preceding three financial years	<b>33</b>
9	<b>PROFORMA-5</b>	Statement of Deviation from Requirement Specifications	<b>34</b>
10	<b>PROFORMA-6</b>	Statement of Deviation from Tender Terms and Conditions	<b>35</b>
11	<b>PROFORMA-7</b>	Manufacturer's Authorization Form	<b>36</b>
12	<b>PROFORMA-8</b>	List of bidder's support/ service locations in Kerala	<b>37</b>
13	<b>PROFORMA-9</b>	List of Bidder's Major Clients	<b>38</b>
14	<b>PROFORMA-10</b>	Certifications/Test report for Items offered	<b>39</b>
15	<b>PROFORMA-11</b>	Requirement Specification sheet with make & models	<b>40-41</b>
16	<b>PROFORMA-12</b>	Warranty	<b>42</b>
17	<b>PROFORMA-13</b>	Bid Letter (Commercial) Template	<b>43-44</b>
18	<b>PROFORMA-14</b>	Profile of the Bidder	<b>45</b>
19	<b>PROFORMA-15</b>	Details of empanelment	<b>46</b>
20	<b>SECTION - V</b>	Schedule of Requirements	<b>47</b>
21	<b>ANNEXURE-1</b>	Bank Guarantee	<b>48-49</b>
22	<b>ANNEXURE-2</b>	Form of agreement	<b>50</b>

**SECTION – I****1. INVITATION FOR BIDS**

1. KSFE invites sealed tenders i.e. technical & financial bids for the supply, installation, maintenance and related services of **security equipments** which includes **Strong Room Doors, Jewel Safe, Cash Safe, Safe Deposit Locker Cabinets** for KSFE branch offices across Kerala on annual rate contract basis as per the requirement specification detailed in **Proforma - 10** , projected schedule of requirements (approximate) given in **Section-v**, and instructions given in **Section- II** , of this document.

Bidders are advised to study the Tender Document carefully. Submission of Tender shall be deemed to have been done after careful study and examination of the Tender Document with full understanding of its implications.

2. Tender forms can be downloaded from KSFE's website or collected from the General Administration Department at the above mentioned address during working hours from 01/06/2024 to 10/06/2024 against payment of tender cost of Rs.2360/- (Rs.2000+GST 18%) (Rupees Two Thousand Only) (non-refundable) by Demand Draft favoring KSFE payable at Thrissur. The detailed information, eligibility norms and tender document shall also be available during aforesaid period at the KSFE's website [www.ksfe.com](http://www.ksfe.com).
3. The last date for submission of tender is 25/06/2024 till 5.00 p.m. The tenders received will be opened on 26/06/2024 at 3.00 p.m. at the above address in presence of applicants/their authorized representatives.
4. KSFE reserves the right to reject any or all applications without assigning any reasons whatsoever.
5. The tender to be submitted for each of the items ( Strong Room Doors, Jewel Safe, Safe Deposit Locker Cabinets) separately

**1.1 Schedule for Invitation to Tender:**

- a) Bid publishing date  
11:00 hours on **01/06/2024**
- b) Last Date of Sale of Tender Form  
17:00 hours on **10/06/2024**
- c) Bid submission end date  
17:00 hours on **25/06/2024**
- d) Date & time of opening of tender  
15:00 hours on **26/06/2024**

**TENDER SUMMARY**

1.	Tender No: and date	KSFE/GAD/8826/SECURITY EQUIPMENTS/2024-2025 DATED 30.05.2024
2.	Cost of Tender Form	Rs.2360/- (Rs.2000/- + GST 18%) (Rupees Two Thousand only)
3	Earnest Money Deposit	10,000/-
4	Date of issue of Tender Form	01/06/24 11:00 AM
5	Last Date of Sale of Tender Form	10/06/2024 05:00 P.M
6	Last Date for receipt of Tender Form	25/06/2024 05:00 P.M
7	Date and Time of opening of Technical Bid	26/06/2024 11:00 A.M
8	Date and Time of opening of Commercial Bid	29/06/2024 03:00 P.M
9	Address of officer from whom tender forms are to be obtained and to whom tenders are to be sent	Asst.General Manager (GAD) Kerala State Financial Enterprises Limited (KSFE) Reg.Office: "BHADRATHA" Museum Road, P.B.No: 510 Thrissur-680 020 Ph: 0487- 2332255, <b>9447797000</b> E-mail: <a href="mailto:ksfegad@gmail.com">ksfegad@gmail.com</a> , <a href="mailto:gad@ksfe.com">gad@ksfe.com</a>

## SECTION - 2

### INSTRUCTIONS TO BIDDERS

#### 2.1 Introduction

The Kerala State Financial Enterprises Limited, popularly known as **KSFE** came into existence in 1969, as a Miscellaneous Non Banking Company (MNBC) owned by the Government of Kerala, started with the objective of providing an alternative to the private chit promoters with a view to socialize the chit fund business. The Company which started in a humble manner has now grown into an institution doing **business worth over Rs.80,000 crores** annually, employing over 8259 persons directly and over 5000 persons indirectly, with a network of over 684 branches. The main activities of this organization are Chitties, Sugama savings, Loans and Fixed Deposits.

Sealed Tenders are invited by KSFE, Corporate Office, "Bhadratha", Chembukkavu, Thrissur from reputed Original Equipment Manufacturers (OEM) or their authorised dealers who have offices in Kerala for the supply, installation, maintenance and related services of **security equipments** which includes **Strong Room Doors, Jewel Safe, Cash Safe, Safe Deposit Locker Cabinets** for KSFE branch offices across Kerala as per the schedule of Quantity, Specifications and terms & conditions noted in this tender document.

#### 2.2 Scope of the Work

Whenever there is any requirement of the above mentioned security equipments, the successful bidder needs to provide the following infrastructure and related services for KSFE.

- **Supply ,Installation, Maintenance and related services of Security Equipments** which includes **Strong Room Doors, Jewel Safe, Cash Safe, Safe Deposit Locker Cabinets**
- The successful bidder would be required to supply, install and maintain for 1 year the equipment indicated in **Proforma-10** of this document. If required, KSFE may increase / decrease the quantity at the per unit rates quoted in the commercial bid depending upon the requirement.
- The successful bidder should supply and install security equipments in KSFE branches according to the specifications and should complete the work within 14 days ( Fourteen days) from the date of receipt of confirmed order.
- **Adherence to the Service Level Agreements (SLA)**

The successful bidder will be required to adhere to the Service Level Agreements regarding the required up-time for maintaining the quality of service expected from the KSFE. These SLAs have been presented in **Section-3.49**.

- **Warranty**

Every OEM / their authorized dealers should provide a **Comprehensive On site Warranty for a period of 1 year from the date of installation** of security equipments. The items supplied should be 100% warranted against any product failure.

## 2.3 Preparation of Bids

### 2.3.1 Language of Bids

The Bids prepared by the Bidder and all correspondence and documents relating to the bids exchanged by the Bidder and the Client, shall be written in the English language, provided that any printed literature furnished by the Bidder may be written in another language so long as accompanied by an English translation in which case, for purposes of interpretation of the bid, the English translation shall govern.

### 2.3.2 Procedure for Submission of Bids

In order to participate in the bidding process, bidders should follow the procedure described below for submitting their bids. A failure to do so may result in the bid being eliminated at the examination stage as non-responsive. The documents comprising the bids are listed in **Section-2.3.3** Submit the Technical bid and Commercial bid in two separate sealed envelopes in the following manner:

**Envelope I** – Two hard copies of the technical bid should be submitted in accordance with **section 2.3.3(a)**, Proforma **1 to 11**

- a) Each of the two hard copies of technical bid should be a complete document, bound as a volume and placed in separate sealed envelopes super-scribbling “Technical Bid”
- b) Each of the sealed envelopes should also be marked as ‘**Technical Bid (Original)**’ and ‘**Technical Bid (Duplicate)**’ respectively.
- c) The two envelopes of technical bid should be placed in a single sealed envelope super-scribbling:

**Technical Bid for Tender No. No: KSFE/GAD/8826/Security Equipments/2024-25 dated**  
**30/05/2024**

Last date of submission **25/06/2024 05:00 P.M**

Do not open before 26/06/2024 **11:00 A.M**

If not Delivered Before **25/06/2024 05:00 P.M** Please Return to:

<Name & Address of the Bidder>

\_\_\_\_\_  
\_\_\_\_\_

**Envelope II** - Two hard copies of commercial bid (**Proforma-12**) should be submitted in accordance with **section 2.3.3(b)**

- a) Each of the two hard copies of the commercial bid should be a complete document, bound as a volume and placed in separate sealed envelopes super-scribbling ‘Commercial Bid’

- b) Each of the sealed envelopes should also be marked as ‘**Commercial Bid (Original)**’ and ‘**Commercial Bid (Duplicate)**’ respectively.
- c) The two envelopes of commercial bid should be placed in a single sealed envelope super-scribbling:

**Commercial Bid for Tender No. KSFE/GAD/8472/Security Equipments/2024-25**

**Dated 30/05/2024**

Last date of submission **25/06/2024 05:00 P.M**

Do not open before 26/06/2024 **11:00 A.M**

If not Delivered Before **25/06/2024 05:00 P.M** Please Return to:

**<Name & Address of the Bidder>**

\_\_\_\_\_

\_\_\_\_\_

All the two envelopes containing Technical and Commercial bids should be placed in an envelope super-scribbling the wording “**BID RESPONSE TO THE TENDER NO: KSFE/GAD/8472/Security Equipment/2024-25 dated 30/05/2024**” and mentioning the name and address of the bidding firm should be submitted to KSFE at the address mentioned before **25/06/2024 05:00 P.M.**

- The bids received late and declared late by the Tender Evaluation committee after the last date and time for receipt of bids prescribed in the tender document shall be rejected and/or returned unopened to the Bidder.
- Each copy of the tender should be a complete document with index and page number and should be bound as a volume. Different copies must be bound separately.
- **Commercial Bid should only indicate prices.**
- The Bidder must submit a signed copy of the tender document along with the bid as proof of having addressed and understood all sections of the tender document.

### **2.3.3 Documents Comprising the Bids (Eligibility Criteria)**

The Bids prepared by the Bidders shall comprise of following components:

#### **(a) Technical Bid shall consist of following :-**

1. Technical bid letter on the bidder’s letter head (format given in **Proforma-1** )
2. The Corporate profile of the bidder (printed corporate brochure is preferred).
3. The profile of the bidder (format given in **Proforma-14**)
4. Qualifying data duly filled in as per relevant Proforma provided in the bid proposal that the bidder is eligible to bid and is qualified to perform the contract, if its bid is accepted.
5. EMD Particulars (**Proforma - 2**)
6. Minimum **3 years** of experience in supply and installation of Security Equipments to Banks / Financial Institutions which are spread all over Kerala preferably, of size matching KSFE.



7. The Annual Turnover of the Bidder should be at least **Rs. 1 Crore** in the last three previous years ending **31st March 2023**. Audited Financial Statements of last three years showing the annual turnover of the bidder over the preceding three financial years for the supply & installation of Security Equipments should be submitted along with the tender (**Proforma-4**).
8. The Bidder should provide list of **three references** (Clients-banks/financial institutions) each costing not less than **Rs.50 lakhs (single or multiple orders from a single client)** during the last three years ending **31<sup>st</sup> march 2024**. Also provide the name, designation, address and contact details of a contact person (format given in **Proforma- 9** ) for each reference.
9. An Undertaking to the effect that the bidder / firm has not been black listed by any PSU or any other Government agencies or restricted by any regulatory authorities from offering such services or solutions to the clients.
10. Bidder's quality certification from a recognized and reputed agency e.g. ISO 9000. In case bidder is not the manufacturer, the bidder is required to submit the quality certification of the manufacturer (format given in **Proforma-10**).
11. Statement of deviation from requirement specifications (format given in **Proforma-5**).
12. Statement of deviation from tender terms and condition (format given in **Proforma-6**).
13. Technical details of offered **Strong Room Doors, Jewel Safe, Safe Deposit Locker Cabinets** with make and model. (Format given in **Proforma 11**).
14. Warranty Documents
15. A signed and sealed copy of the Tender Document
16. Copy of GST Registration.

**The bidder should submit hard copies of all the above documents along with tender document.**

**(b) Commercial Bid consisting of the following: -**

Commercial bid letter (format given in **Proforma-13**)

**2.3.4 Bid Prices**

The bidder shall indicate prices for the supply and installation of Security Equipments proposed to be done under the contract in Proforma 12 of the commercial bid.

**2.3.5 Firm Price**

Prices quoted by the bidder must be all inclusive, firm and final, and shall not be subject to any escalation whatsoever **from the last date of submission of the bid**. Prices quoted should be inclusive of the cost of materials, labour, transportation, loading, unloading, installation, GST, cess and all other taxes or any other expenditure that may be incurred during the course of work.

Prices should be shown separately for each item and other aspects as detailed in bid documents. The prices quoted should also include all rights (if any) of patent, registered design or trademark and the bidder shall indemnify KSFE against all claims in respect of the same.

Attention of the bidder is invited to the terms and conditions of payment given in **section 3.12**

### 2.3.6 Bidder's Qualification

The "Bidder" as used in the tender documents shall mean the one who has signed the bid form. The bidder may either be an original equipment manufacturer of the items quoted in this bid or an authorized dealer of the OEM for this bid, in which case it shall submit a certificate of authority (format given in **Proforma-7**). All certificates and documents received hereby, shall, as far as possible, be furnished by the representative and the manufacturer. It is further clarified that the individual signing the bid or other documents in connection with the bid must certify that he/ she signs as 'Constituted Attorney of the Company'.

### 2.3.7 Earnest Money Deposit

An Earnest Money Deposit (EMD) of **Rs.10,000/- (Rupees Ten Thousand Only)** shall be furnished, by the bidder as part of its bid towards bid security. The EMD should be paid by Demand Draft favoring KSFE payable at Thrissur while submitting the tender. The EMD is required to protect KSFE against the risk of Bidder's conduct, which would warrant the security's forfeiture. Unsuccessful Bidder's EMD will be refunded to their accounts after the award of the contract to the successful Bidder.

The Successful Bidder's EMD will be discharged upon signing the Contract and furnishing the Performance Bank Guarantee. No interest will be payable by KSFE on the amount of the EMD. The EMD may be forfeited:

- If a bidder withdraws his bid or increases his quoted prices during the period of bid validity or its extended period, if any; or
- **If the selected bidder fails to sign the Contract or to furnish Performance Bank Guarantee in accordance with Section 2.5.6**

### 2.3.7 Period of validity of Bids

Bids shall remain valid for **180 days from the date of opening of tender** prescribed by KSFE. A bid valid for a shorter period may be rejected by KSFE as non-responsive.

In exceptional circumstances, KSFE may solicit the bidder's consent to an extension of the period of validity. The request and the responses thereto shall be made in writing/email/fax. The bid security validity shall also be suitably extended. A bidder may refuse the request without forfeiting his bid security. A bidder granting the request will not be required nor permitted to modify his bid.

### 2.3.8 Revealing of Prices

Prices in any form or by any means should not be revealed in Technical bid or before opening the commercial bid, failing which the offer shall be liable to be rejected.

### 2.3.9 Terms and conditions of Tendering Firms

Printed terms and conditions of the bidders will not be considered as forming part of their bids. In case terms and conditions of the contract applicable to this invitation to bid are not

acceptable to any bidder, clearly specify the deviation in **Proforma 6** from the requirement specifications laid down in **Proforma 11** and schedule of requirements laid down in **Section V** the bidder shall describe in what respects and to what extent the materials & other items being offered differ/deviate from the specification, even though the deviations may not be very material. Bidder must state categorically whether or not his offer conforms to requirement specifications and schedule of requirements and indicate deviations, if any, in **Proforma-5**

## 2.4 Bid Opening

### 2.4.1 Opening of Bid by KSFE

On the basis of the Technical information **section 2.3.3 (a)** given by the bidder for the Technical bid, bidders will be short-listed for commercial bid.

The commercial bids of bidders not qualified in the Technical bid will not be opened.

Commercial bids of short-listed bidders will be opened by KSFE.

### 2.4.2 Clarifications

If deemed necessary, KSFE may seek clarifications on any aspect from the bidder. However, that would not entitle the bidder to change or cause any change in the substance of the bid submitted or price quoted. KSFE may, if so desire, ask the bidder to give presentation for the purpose of clarification of the tender. All expenses for this purpose, as also for the preparation of documents and other meetings, will be borne by the bidders.

### 2.4.3 Preliminary Examination

KSFE will examine the bids to determine whether they are complete, whether any computational errors have been made, whether required bid security has been furnished, whether the documents have been properly signed, and whether the bids are generally in order. Bids from Solution Providers without proper authorization from the manufacturer as per **Proforma-7** shall be treated as non-responsive.

Bidders are expected to carefully check and crosscheck their bids before submission.

Arithmetical errors or discrepancy between amount in words and amount in figures, if any, will be treated as under:

1. The higher of the amounts will be considered for comparison.
2. The lower of the amounts will be considered for award.

A bid determined as not substantially responsive will be rejected by KSFE and may not subsequently be made responsive by the bidder by correction of the non-conformity.

### 2.4.4 Evaluation and Comparison of Bids

- The Technical bid and commercial bid shall be evaluated to select a bidder for award of contract. Evaluation of technical bid will be as per the criteria specified in **Proforma-11**
- The bids of technically qualified bidders would only be considered for commercial evaluation.

### **2.4.5 Verification**

KSFE reserves the right to conduct a verification of the customer references submitted by the bidder. KSFE also reserves the right to conduct a verification of the quality management system in place, the manufacturing facilities, and the support infrastructure of the bidder. KSFE will conduct all or any of these verification to satisfy itself on the bidder's capability to supply the tendered goods and services compliant to the requirement specifications defined in this tender.

In the event of the verification revealing that a bidder does not have the capability to supply the tendered goods and services compliant to the requirement specifications defined in this tender, KSFE may at its discretion reject the bid.

### **2.4.6 Contacting KSFE**

Bidder shall not contact KSFE on any matter relating to this bid, from the time of the opening of commercial bid to the time the contract is awarded.

Any effort by a bidder to influence KSFE's bid evaluation, bid comparison or contract award decision may result in the rejection of the bid.

## **2.5 Award of Contract**

### **2.5.1 Due Diligence**

KSFE will determine to their satisfaction whether the bidder selected as having submitted the lowest evaluated responsive bid is qualified to satisfactorily perform the contract. The decision of KSFE is final in such cases.

The determination will take into account the bidder's financial, technical and support capabilities. It will also involve an examination of the documentary evidence of the bidder's eligibility submitted by the bidder.

An affirmative determination will be a prerequisite for award of the contract to the bidder. A negative determination will result in rejection of the bidder's bid, in which event KSFE will proceed to the next lowest evaluated bid to make a similar determination of that bidder's capabilities to perform satisfactorily.

### **2.5.2 Award Criteria**

KSFE will review the Technical bids of the bidders to determine whether the Technical bids are substantially responsive. Bids that are not substantially responsive are liable to be disqualified at KSFE's discretion.

Subject to above, KSFE will award the contract to the successful Bidder whose bid has been determined to be substantially responsive and has been determined as the lowest evaluated bid (L1), provided further that the Bidder is determined to be qualified to perform the contract satisfactorily.

KSFE reserves the right to issue Work Order for the total quantity ordered, in full or in parts.

### **2.5.3 KSFE's Right to accept/ reject any or all bids**

KSFE reserves the right to accept any bid, and to annul the tender process and reject all bids at any time prior to award of contract, 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 KSFE's action.

#### **2.5.4 Notification of Award**

Prior to the expiration of the period of bid validity, KSFE will notify the bidder(s) in writing by registered letter/ email, that his bid has been accepted. The receipt of acceptance should be sent by the bidder in writing through registered post as well as by email. The notification of award will constitute the formation of the contract.

#### **2.5.5 Signing of Contract**

At the same time as KSFE notifies the bidder that his bid has been accepted, KSFE will send the bidder the contract form incorporating all agreements between the parties.

On receipt of the contract form, the bidder shall sign and date the contract form, and return it to KSFE as per mutually decided date.

#### **2.5.6 Performance Bank Guarantee**

Within **14** days of the receipt of notification of award from KSFE, the bidder shall furnish the performance bank guarantee security of **Five percentage (5%)** of the value of the order from any Nationalized Bank in accordance with the conditions of contract, in the contract performance guarantee bond.

Failure of the bidder to comply with the requirement of **section 2.5.5** or **section 2.5.6** shall constitute sufficient grounds for the annulment of the award and forfeiture of the bid security, in which event KSFE may make the award to the other bidders or call for new bids.

#### **2.5.7 KSFE's right to increase or decrease quantities after awarding the bid**

KSFE reserves the right to increase or decrease the quantity of Security Equipments specified in the Schedule of Requirements without any change in unit prices or other terms and conditions within the contract period subject to a maximum of **25%** of the total requirement.

#### **2.5.8 Publicity**

Any publicity by the bidder in which the name of KSFE is to be used, should be done only with the explicit written permission from KSFE.

## Section - III

### GENERAL CONDITIONS OF CONTRACT

#### 3.1 Definitions and Terms

**In this document, the following terms shall be interpreted as indicated:**

**‘KSFE’** - The Kerala State Financial Enterprises Limited

**‘Contract’** - The agreement entered into between KSFE and the successful Bidder as recorded in the contract form signed by KSFE and the Bidder, including all attachment and annexure thereto and all documents incorporated by reference therein.

**‘Contractor’** - The firm or the company with whom the order for supply & installation of Security Equipments is placed and shall be deemed to include the contractor’s successors, representatives (approved by KSFE), heirs, executors, administrators and permitted assigns, as the case may be unless excluded by the terms of the contract.

**‘Contract Price’** - The price payable to the Contractor under the contract for the full and proper performance of his contractual obligations.

**‘Service’** - Service refers to the entire Security Equipments, which the Contractor is required to supply to KSFE under the contract. Service also includes services ancillary to the supply of the Security Equipments, such as management of supply & installation of Security Equipments, transportation, insurance, and any other incidental services such as installation, commissioning, provision of technical assistance, training and other such obligations of the bidder covered under the contract.

**‘Acceptance of Tender’**: The letter/email or any memorandum communicating to the bidder, the acceptance of his tender and includes an advance acceptance of his tender.

Tender forms can be obtained from web site [www.ksfe.com](http://www.ksfe.com). The cost of tender forms once paid will not be refunded. Further clarification / corrigendum in this regard, if any, will be put up only on the above site. Bidders should regularly visit the above web site to keep themselves updated.

1. The eligible tenders must have GST registration and the rates quoted must be inclusive of all taxes, duties and cess prevailing and likely to be levied in future by the State Govt. / Central Govt.
2. Cost of tender form Rs.2360/- (Rupees Two Thousand only) (2000+GST @ 18%) and an EMD of Rs.10000/- (Rupees Ten Thousand only) shall be paid in the form of demand draft favoring KSFE Ltd. Payable at Thrissur.
3. 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 Company or such action taken against him as Company think fit.
4. The final acceptance of the tenders rests entirely with the Company, 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.
5. 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 would entail the penalties set out below.
6. 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 % of the value of the contract as security** for the satisfactory fulfillment of the contract which will be refunded after three months of completion of contract.
  7. In cases where a successful tenderer, after having made partial supplies fails to fulfill 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 Company shall thereby together with such sums as may be fixed by the Company towards damages, be recovered from the defaulting tenderer.
  8. 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.
  9. 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 company shall without prejudice to its other remedies under the contract, deduct from the contract price as liquidated damages , a sum equivalent to **1%** of the delivered price of the delayed stores or unperformed services for each week of delay until actual delivery or performance , up to a maximum deduction of **10%** of the contract price of the delayed stores or services . Once the maximum is reached, the company may consider termination of the contract at the risk and cost of the contractor.
  10. In case the contractor fails to supply and deliver any of the said article 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 Company (if they shall think fit to do so) to arrange for the purchase of the said article from elsewhere or on behalf of the Company by an order in writing under the hand of the Purchasing Officer put an end to this contract and in case the Company 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 moneys shall then or any time during the continuance of this contract be payable by the contractor to the Company from and out of any moneys for the time being payable or owing to the contractor from the Company under or by virtue of this contract or otherwise to pay and reimburse to the Company all such costs, damages and expenses they may have sustained, incurred or been put to by reason or 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 the contractor aforesaid.
  11. In case any difference or dispute arises in connection with the contract, all legal proceedings relating to the matter shall be instituted in the Court within whose jurisdiction of courts at Thrissur.
  12. The bidders will be informed by letter/mail/sms about award of the contract. The tenderer shall undertake to supply materials according to the specifications and should complete the supply within **14 days ( Fourteen days only)** from the date of receipt of confirmed order.
  13. No representation for enhancement of rates once accepted will be considered.
  14. Any attempt on the part of the tenderers or their agents to influence the Company/Stores Purchase Department in their favour by personal canvassing with the Officers concerned will disqualify the tenderers.

15. Tenderers should be prepared to accept orders subject to the penalty clause for forfeiture of security in the event of default in supplies or failure to supply within the stipulated period.
16. 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.
17. 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 KSFE.

### **3.2 Application**

These general conditions shall apply to the extent that they are not superseded by provisions in other parts of the contract.

### **3.3 Standard**

The materials services supplied under this contract shall conform to the standards mentioned in the requirement specifications, and, when no applicable standard is mentioned, to the authoritative standards, such standard shall be the latest issued by the concerned institution.

### **3.4 Use of Contract document and Information**

The contractor shall not, without KSFE's prior written consent, disclose the contract or any provision thereof, or any specification, design, drawing, pattern, sample or information furnished by or on behalf of KSFE in connection therewith, to any person other than a person employed by the contractor in the performance of the contract. Disclosure to any such employed person shall be made in confidence and shall extend only as far as may be necessary for purposes of such performance.

The contractor shall not without KSFE's prior written consent, make use of any document or information forming a part of this tender except for purpose of performing the contract.

Any document forming a part of this tender, other than the contract itself shall remain the property of KSFE.

### **3.5 Patent Rights**

The contractor shall indemnify KSFE against all third-party claims of infringement of patent, trademark or industrial design rights arising from the use of the Security Equipments and services or any part thereof.

### **3.6 Performance Security**

Within 14 days after the receipt of notification of award of the contract from KSFE, the successful bidder shall furnish performance security to KSFE which shall be equal to 5% (Five percent) of the total bid price in the form of a bank guarantee bond from a nationalized/scheduled bank as per the norms laid by the RBI.

### **3.7 Time schedule for completion of work**

The supply & installation of Security Equipments should be completed at respective KSFE offices within 14 days from the date of issue of work order.

**Delay in installation will attract penalty as specified in Section 3.21**



### 3.8 Documentation

The contractor is required to provide pre-printed product technical brochures of the tendered items along with the bid. The technical specifications of the tendered items should also be available on the OEM's web-site. KSFE reserves the right to verify the stated compliance against the technical specifications published on the OEM's web-site and/or the pre-printed product brochures.

### 3.9 Supply, Installation, Testing, Commissioning, & Implementation

The contractor shall be responsible for all the above-mentioned **Security Equipment's** supply, installation, maintenance and related services at KSFE's assigned offices within **14 days** of placing the Purchase Order. Contractor would also be responsible for its testing, commissioning, implementation, acceptance and making them fully operational **within 7 days from date of delivery / if the infrastructure is not ready during this period; within 7 days after the infrastructure is ready**. This will be evidenced by a certificate of acceptance duly signed and/or counter-signed by representatives of KSFE for all the supplied equipment and services.

At the direction of KSFE, the acceptance test of the Security Equipment's , maintenance and related services shall be conducted by the bidder in the presence of KSFE's authorized representative(s) and/ or any other team or agency nominated by KSFE. All expenses for acceptance test shall be borne by the bidder. **After the installation of the items, the bidder should hand over KSFE the following :**

(1) **Key sets to the concerned KSFE branch Manager or to any other person authorized by the branch manager. If there is no concerned branch manager, the key sets should be handed over to Asst. General Manager (Region) concerned or to any other person authorized by the Asst. General Manager (Region)**

(2) **Details of the items delivered such as Product Manual , Serial Number, details of contact person, etc.**

***Delay in installation will attract penalty as specified in Section 3***

There will be a single acceptance test per office that will cover all the tendered items and services. Acceptance test reports for all the tendered items and services commissioned in each and every office will be signed by the contractor's representative and the relevant KSFE officer-in-charge or designated KSFE officer at the concerned office in triplicate. One copy would be retained by the respective KSFE office and the other two copies retained by the contractor for submission to the **Manager (General Administration) KSFE at the Head Office for further verification and processing.**

### 3.10 Incidental Services

In addition to the services specified in **Proforma-10**, the contractor may be required to provide any or all of the following services:

- Furnish detailed manuals for each appropriate unit of the supplied The Security Equipment's supply, installation, maintenance and related services .
- Perform or supervise or maintain and/ or repair the supplied the Security Equipment's supply, installation, maintenance and related services for a period of time agreed by KSFE and the contractor, provided that this service shall not relieve the contractor of any warranty obligations under this contract.

### 3.11 Documentation

The contractor is required to provide pre-printed product technical brochures of the tendered items along with the bid. The technical specifications of the tendered items should also be available on the OEM's web-site. KSFE reserves the right to verify the stated compliance against the technical specifications published on the OEM's web-site and/or the pre-printed product brochures.

### 3.12 Maintenance

The contractor must integrate the entire supply, installation, maintenance and related services of the **Security Equipments** supplied by them to make them fully functional. It will be contractor's responsibility to locate the exact nature of the problem(s)/ fault(s) and rectify the same, if any. The contractor must also take necessary steps to successfully install all the The Security Equipment's supply, installation, maintenance and related services supplied by them. The contractor undertakes that necessary maintenance will be directly made available for at least **One year** after the acceptance of the The Security Equipment's supply, installation, maintenance and related services on a continuing basis, at the option of KSFE.

The service period consists of **1 year comprehensive on site warranty**

### 3.13 Warranty

The contractor is required to submit a warranty for all The Security Equipment's supply, installation, maintenance and related services supplied in the format given in **Proforma-11**.

The start date for the warranty may be mutually decided based on weighted average of the acceptance dates for various offices so as to have consistent warranty coverage across all the locations.

The contractor warrants that all the equipment supplied under the contract is newly manufactured. The contractor further warrants that the equipment supplied under this contract shall have no defect arising from design, materials or workmanship (except insofar as the design or material is required by KSFE's specifications) or from any act or omission of the contractor, that may develop under normal use of the supplied equipment's in the conditions prevailing in the country of final destination.

The contractor warrants that the services provided under the contract shall be as per the Service Level Agreement (SLA) between the contractor and KSFE.

This warranty, for all equipment shall remain valid for **12 months** after the complete installation and acceptance of the equipment. The installation will be deemed incomplete if any component of the equipment or any documentation/ media is not delivered or is delivered and not installed and/ or not operational or not acceptable to KSFE after acceptance testing/ examination.

KSFE shall promptly notify the contractor through e-mail or Telephone of any complaints arising during the warranty period. Upon receipt of such complaint, the contractor shall, within the period of time as specified in SLA repair or replace the defective Goods or parts thereof, free of cost at the ultimate destination. The contractor shall take over the replaced parts/goods at the time of their replacement. No claim whatsoever shall lie on KSFE for the replaced parts/goods thereafter.

If the contractor, having been notified, fails to remedy the defect(s) within specified time in SLA, KSFE may proceed to take such remedial action as may be necessary, at the contractor's risk and expenses and without prejudice to any other rights, which KSFE may have against the contractor under contract.

The contractor shall guarantee a **100% up-time for Security Equipments**. If any related services gives continuous trouble, more than five times in any continuous 30 days during the warranty period, the contractor shall replace the equipment with new equipment without any additional cost to KSFE. Similarly, if any hardware problem could not be rectified within one month(30 DAYS) from the date of complaint, it should be replaced with a new one.

If the contractor, having been notified, fails to remedy the defect(s) within a reasonable period as per **SLA**, KSFE may proceed to take such remedial action including invoking of bank guarantee as may be necessary at the contractor's risk and expense and without prejudice to any other rights, which KSFE may have against the contractor under the contract.

### 3.14 Period of Rate Contract

The bidder will enter into a rate contract with the KSFE for supply, installation, testing, maintenance and related services of **Security Equipments** as per approved model and specifications approved by KSFE. The rates will be valid for a period of 12 **Months**. The KSFE reserves the right to extend (after the expiry of the original contract) the period of the contract further for any period on mutual consent not exceeding 3 months at a time or till the next tender is finalized. The terms and conditions for the extended period will be same as that for the existing one. The KSFE shall have absolute right to terminate the contract at any time on reasonable grounds and the contractor is not entitled to any compensation on this ground of such termination.

### 3.15 Payment Terms

- 1) **The KSFE will not pay any advance.**
- 2) The work will from time to time be examined **by Branch Manager/Officer-in-Charge of the concerned site**, but such examination shall not in any way exonerate the contractor from the obligation to remedying any defects which may be observed at any stage of the work or after the same is completed. And in such cases the payment would not be released until the contractor has taken necessary actions to rectify the defects.
- 3) Third party certification on complying with quality standards, if deemed necessary by KSFE on random basis, will be undertaken. In case of any deviations to specified quality standards, KSFE may withhold the entire payment for the work order / may award the work order to other solution provider.
- 4) Payment will be released with in 10 (ten) days from the date of submission of Invoice in original (mentioning our GSTIN) from Branch Office and only after satisfactory installation of security equipment as per specifications and work order issued.
- 5) Applicable Tax deduction at source (TDS), if any, as per relevant provisions of Finance Act from time to time, will be made at the time of releasing the payments. The payments will be released through NEFT / RTGS and the Selected Bidder has to provide necessary Bank Details like Account No., Bank's Name with Branch, IFSC Code etc.

### 3.16 Currency of Payments

Payment shall be made in Indian Rupees (INR) only.

### 3.17 Change Orders

KSFE may at any time, by a written order given to the contractor pursuant to **section-3.30** make changes within the general scope of the contract in any one or more of the following prior to the date of shipping/provisioning whichever is relevant and earlier:

- Specifications of the equipment.
- The service to be provided by the contractor.

If any such change causes an increase or decrease in the cost of, or the time required for the contractor's performance of any part of the work under the contract, whether changed or not changed by the order, an equitable adjustment shall be made in the contract price or delivery schedule, or both and the contract shall accordingly be amended. Any claims by the contractor for adjustment under this clause must be asserted within thirty days from the date of the contractor's receipt of KSFE's change order.

### 3.18 Contract Amendment

No variation in or modification of the terms of the contract shall be made except by written amendment signed by the parties.

### 3.19 Assignment

The contractor shall not assign, in whole or in part, his obligations to perform under the contract, to any other party or persons, except with KSFE's prior written consent. The permission, if any, of KSFE has to be taken before award of the contract.

### 3.20 Sub Contract

The contractor shall notify KSFE in writing of all subcontracts awarded under the contract if not already specified in his bid. Such notification, in his original bid or later, shall not relieve the contractor from any liability or obligation under the contract.

### 3.21 Delays in the Bidder's Performance

Supply & installation of security equipments shall be made by the successful bidder within **14 days, from the date of award of Work Order at the assigned office of the KSFE.**

Any unexcused delay by the contractor in the performance of his delivery/installation/service obligations shall render the contractor liable to any or all of the following sanctions: (a) forfeiture of his performance security, (b) imposition of liquidated damages, and/ or (c) termination of the contract for default.

If at any time during performance of the contract, the contractor should encounter conditions impeding timely delivery of the goods, performance of services, and/or disposal of buy-back items, the contractor shall promptly notify KSFE in writing of the fact of the delay, its likely duration and its cause(s), before the scheduled delivery / installation date. KSFE shall evaluate the situation

after receipt of the contractor's notice and may at their discretion extend the contractor's time for delivery / installation , in which case the extension shall be ratified by the parties by amendment of the contract. If the bidder's request to delay the delivery of goods, performance of services is not found acceptable to KSFE, the above-mentioned clause would be invoked.

### 3.22 Liquidated Damages during Delivery & Installation

If the contractor fails to deliver/install any or all of the security equipments or to perform the services within the time period(s) specified in the contract, KSFE shall without prejudice to its other remedies under the contract, deduct from the contract price, as liquidated damages, a sum equivalent to the 1% of the of the contract value, for every week (seven days) or part thereof of delay, subject to the delayed portion being less than or equal to 10% of the contract value. Once the maximum is reached, KSFE may consider termination of the contract.

### 3.23 Termination for Default

KSFE may, without prejudice to any other remedy for breach of contract by written notice of default sent to the contractor, terminate the contract in whole or in part:

i) If the contractor fails to deliver any or all of the security equipment's supply, installation, maintenance and related services within the time period(s) specified in the contract, or any extension thereof granted by KSFE pursuant to **section 3.21**,

OR

ii) If the contractor fails to perform any other obligation(s) under the contract, in the event KSFE terminates the contract in whole or in part, pursuant to above mentioned clause, KSFE may procure, upon such terms and in such manner, as it deems appropriate, Security Equipments supply, installation, maintenance and related services similar to those undelivered and the contractor shall be liable to KSFE for any excess costs for such similar goods. However, the contractor shall continue performance of the contract to the extent not terminated.

### 3.24 Force Majeure

Notwithstanding the provisions of **section-3.21, 3.22 & 3.23** the contractor shall not be liable for forfeiture of his performance security, liquidated damages or termination for default, if and to the extent that, his delay in performance or other failure to perform his obligations under the contract is the result of an event of Force Majeure.

For purposes of this clause, "Force Majeure" means an event beyond the control of the contractor and not involving the contractor and not involving the contractor's fault or negligence and not foreseeable. Such events may include, but are not restricted to, acts of KSFE either in its contractual capacity, wars or revolutions, fires, floods, epidemics, quarantine restrictions and freight embargoes.

If a Force Majeure situation arises, the contractor shall promptly notify KSFE in writing of such conditions and the cause thereof. Unless otherwise directed by KSFE, the contractor shall seek all reasonable alternative means for performance not prevented by the Force Majeure event.

### 3.25 Termination for Insolvency

KSFE may at any time terminate the contract by giving written notice to the contractor, without compensation to the contractor, if the contractor becomes bankrupt or otherwise insolvent, provided that such termination will not prejudice or affect any right of action or remedy which has accrued or will accrue thereafter to KSFE.

### 3.26 Termination for Convenience

KSFE may by written notice sent to the contractor, terminate the contract, in whole or in part at any time of his convenience. The notice of termination shall specify that termination is for KSFE's convenience, the extent to which performance of work under the contract is terminated, and the date upon which such termination becomes effective. The Security Equipments and related services that are complete and ready for shipment within 30 days after the contractor receipt of notice of termination shall be purchased by KSFE at the contract terms and prices. For the remaining Security Equipments and related services, KSFE may elect:

- To have any portion completed and delivered at the contract terms and prices; and/  
or
- To cancel the remainder and pay to the contractor a mutually agreed amount for security equipments previously installed by the contractor.

### 3.27 Arbitration

KSFE and the contractor shall make every effort to resolve amicably by direct informal negotiation, any disagreement or dispute, arising between them under or in connection with the contract.

If, after thirty (30) days from the commencement of such informal negotiations, KSFE and the contractor have been unable to resolve amicably a contract dispute, either party may require that the dispute be referred for resolution to the formal mechanism specified below.

In the case of a dispute or difference arising between KSFE and the contractor relating to any matter arising out of or connected with this contract, such dispute or difference shall be referred to the award of two arbitrators, one arbitrator to be nominated by KSFE and the other 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 proceedings to the reference, and in case arbitrators cannot agree to the umpire, he may be nominated by the Arbitration Council of India/ Institution of Engineers, India. The award of the arbitrators, and in the event of their not agreeing, of the umpire appointed by them or by the Arbitration Council of India/ Institution of Engineers, India shall be final and binding on the parties.

The Indian Arbitration Act, 1940, the rules there under and any statutory modification or re-enactments thereof made till the date of signing of contract, shall apply to the arbitration proceedings.

The venue of arbitration shall be the place from where the contract is issued i.e. Jurisdiction of Kerala High Court.

### 3.28 Governing Language

The contract shall be written in the language of the bid, as specified by KSFE in the instructions to bidders. Subject to **section-3.28**, that language version of the contract shall govern its

interpretation. All correspondence and other documents pertaining to the contract, which are exchanged by the parties, shall be written in that same language.

### **3.29 Applicable Law**

The contract shall be interpreted in accordance with the Indian Laws.

### **3.30 Notices**

Any notice by one party to the other pursuant to the contract shall be sent in writing or by sms/ e-mail and confirmed in writing to the address specified for that purpose in the contract.

A notice shall be effective when delivered or on the notice's effective date, whichever is later.

### **3.31 Back up support**

Contractor shall furnish details of the back-up engineering support that will be available to KSFE. If the maintenance of the Equipment, after expiry of the warranty period, is taken over either by KSFE or any other person/ agency to be nominated by KSFE, the contractor shall be responsible for supply of spare parts and back-up maintenance support required by KSFE or that agency and shall continue to make available the spare parts.

### **3.32 Technical Data**

Contractor shall furnish a copy of the technical specifications for all the Equipment including passive and active components, and any accessories supplied by the contractor under the contract. These specifications shall be recognized as "STANDARD" for the purpose of measuring performance.

### **3.33 Price Fall**

The prices charged for the equipment/services supplied under the contract by the contractor shall in no event exceed the lowest price at which the contractor sells the equipment/services or offers to sell equipment/services of identical description and volume to any persons/organizations including KSFE or any department of the central or state government or any statutory undertaking of the central or state government as the case may be during the currency of the contract.

If any time during the said period the contractor reduces the sale price, sells or offers to sell such equipment/services to any person/ organization including KSFE or any department of a state or central government or any department of a state government or statutory undertaking of the state and central government as the case may be at a price lower than the price chargeable under the contract, he shall forthwith notify such reduction of sale or offer to sell to KSFE and the price payable under the contract for the equipment/services supplied after the date of coming into force of such reduction or sale or offer to sell shall stand correspondingly reduced without affecting the specifications and other conditions.



### 3.34 Delivery

The Security Equipments and related services are required to be supplied at the respective KSFE offices by the bidder within 14 days from the date of award of Purchase Order and tested and commissioned within 7 days from the installation date.

### 3.35 Passing of Property

Ownership shall not pass to KSFE unless and until the Security Equipments and related services have been delivered, installed and accepted, in accordance with the conditions of the contract to the entire satisfaction of KSFE and KSFE has made payment for such equipment to the contractor. Necessary insurance covers should be taken by the contractor to protect his supplies till such time the transfer of property takes place as said above.

### 3.36 Engineering Changes

The contractor agrees to incorporate all hardware changes (upgrades) to the equipment, announced by them from time to time keeping in view the advancement in technology, shortcomings of the equipments and any changes required for improving the overall efficiency of the equipments, at a mutually agreed price, if any.

### 3.37 Prices

The prices quoted for the Security Equipments and related services shall be firm throughout the period of contract and shall not be subject to any escalation.

### 3.38 Deduction

Payments, as envisaged in section-3.15, shall be subject to deductions (such as TDS) of any amount, for which the contractor is liable under the agreement against this tender.

### 3.39 Taxes and Duties

The contractor shall be entirely responsible for all taxes, duties, cess, license fees, local levies and demurrage charges etc., incurred until delivery of the contracted goods & services to KSFE. If there is any changes in taxes and duties due to any reason whatsoever, after Notification of Award, the same shall be passed on to KSFE.

### 3.40 Insurance

All insurances (e.g. all risk insurance, third party insurance, workmen's compensation insurance etc.) are the responsibility of the contractor.

The equipment supplied under the contract shall be fully insured by the contractor against loss or damage incidental to manufacture or acquisition, transportation, storage, delivery and installation.

The insurance shall be obtained by the contractor naming KSFE as the beneficiary, in an amount equal to 100% of the invoiced value of the goods on "all risks" basis (including war risks and civil riots clauses).



The period of insurance shall be up to the date the supplies are accepted and the rights of the property are transferred to KSFE.

### **3.41 No Claim Certificate**

The contractor shall not be entitled to make any claim whatsoever against KSFE under or by virtue of or arising out of this contract, nor shall KSFE entertain or consider any such claim, if made by the contractor after he shall have signed a “No Claim” certificate in favor of KSFE in such forms as shall be required by KSFE after the works are finally accepted.

### **3.42 Continuing support**

The contractor shall provide adequate and appropriate support and participation for the **Security Equipments** and related services supplied by them, on a continuing basis.

### **3.43 Satisfactory Complimentary Performance**

The contractor shall, notwithstanding anything stated in **section-3.8, 3.9 & 3.13**, ensure satisfactory performance of all **Security Equipments** to the specifications in the contract and further undertake to reimburse KSFE or any agency nominated by KSFE, all payments made in pursuance of this contract and such other cost as may be decided by mutual consent or by arbitrator as envisaged in **section-3.17**, if the **Security Equipments** and related services do not perform to committed standards thus materially affecting the installation of **Security Equipments** and related services

### **3.44 Manuals, Data and Information**

Complete information relating to installation, maintenance, service, support, and troubleshooting of Security Equipments and related services should be supplied by the bidder.

### **3.45 Inspection, Testing**

The contractor guarantees that it shall complete the Supply, Installation, testing, Commissioning, and achieve Operational Acceptance of the security equipments within the time periods mentioned in the contract.

The contractor will dispatch the security equipments to assigned offices of KSFE, as intimated after internal inspection testing along with the Suppliers’ inspection report, manufacturer’s warranty certificate.

KSFE or its representative shall have right to inspect and/or to test the Goods to confirm their conformity to the contract specifications at no extra cost to KSFE. The inspection of the goods shall be carried out to check whether the Goods are in conformity with the technical specifications attached to purchase order form and shall be in line with the inspection/test procedures laid down in the Requirement Specifications and the General Conditions of contract.

KSFE’s right to inspect, test and, where necessary, reject the Goods after the Good’s arrival at site shall in no way be limited or waived by the reason of goods having previously been inspected, tested and passed by KSFE or its representative prior to the goods shipment.

KSFE can test the equipment after completion of the installation, testing and commissioning at the site of the installation.

### **3.46 Limitation of Liability**

Contractor's cumulative liability for its obligations under the contract shall not exceed the contract value and the contractor shall not be liable for incidental, consequential, or indirect damages including loss of profit, saving, or data.

### **3.47 Confidentiality**

Contractor understands and agrees that all materials and information marked and identified by KSFE as 'Confidential' are valuable assets of KSFE and are to be considered KSFE's proprietary information and property. Contractor will treat all confidential materials and information provided by KSFE with the highest degree of care necessary to ensure that unauthorized disclosure does not occur. Contractor will not use or disclose any materials or information provided by KSFE without KSFE's prior written approval.

Contractor shall not be liable for disclosure or use of any materials or information provided by KSFE or developed by Contractor, which is:

- a. Possessed by contractor prior to receipt from KSFE, other than through prior disclosure by KSFE, as documented by Contractor 's written records;
- b. Published or available to the general public otherwise than through a breach of Confidentiality; or
- c. Obtained by Contractor from a third party with a valid right to make such disclosure, provided that said third party is not under a confidentiality obligation to KSFE; or
- d. Developed independently by the bidder.

In the event that Contractor is required by judicial or administrative process to disclose any information or materials required to be held confidential hereunder, Contractor shall promptly notify KSFE and allow KSFE a reasonable time to oppose such process before making disclosure.

Contractor understands and agrees that any use or dissemination of information in violation of this Confidentiality Clause will cause KSFE irreparable harm, may leave KSFE with no adequate remedy at law and KSFE is entitled to seek to injunctive relief.

KSFE does not wish to receive the Confidential Information of Contractor, and Contractor agrees that it will first provide or disclose information, which is not confidential. Only to the extent that KSFE requests Confidential Information from Contractor will furnish or disclose Confidential Information. Nothing herein shall be construed as granting to either party any right or license under any copyrights, inventions, or patents now or hereafter owned or controlled by the other party.

The requirements of use and confidentiality set forth herein shall survive the expiration, termination or cancellation of this tender.

Confidential Information disclosed under this contract shall be subject to confidentiality obligations for a period of two years following the initial date of disclosure.

Nothing contained in this contract shall limit the Contractor from providing similar services to any third parties or reusing the skills, know-how, and experience gained by the employees in providing the services contemplated under this contract.

### **3.48 Tools and Equipments**

The Contractor shall provide all necessary tools and equipment required for the installation and implementation of the supplied equipment & services. This includes any hoists / ladders / Cranes/ ropes / Chains and any other tools required for carrying out any work incidental to the installation and implementation.

### **3.49 Supervision**

The Contractor shall ensure that all activities are carried out under the direct on-site supervision of qualified / certified personnel.

### **3.50 Service Level Agreement (SLA)**

The Contractor is required to provide a draft SLA covering all the equipment and services supplied. The SLA must clearly mention how the commitments will be monitored and measured. The final SLA shall be drafted in consultation with KSFE.

#### **Scope and Services Covered under Warranty**

The Contractor shall provide the following services during the Warranty Period to keep the equipments in good working order:

1. Unscheduled call for corrective and remedial maintenance service to set right the malfunctioning of the system. This includes replacement of un-serviceable parts. The parts replaced would either be new parts or equivalent in performance to new parts. In the case of a removed defective part, the part so removed from the equipment will become the property of the supplier.
2. The Contractor warrants that spare parts for the equipment would continue to be supplied up-to a period of five years, and that however, before phasing out or discontinuation of production of any of the spare parts required for the maintenance of **Security Equipments** and related services, the bidder will give at least twelve (12) months' notice so that KSFE may order its requirements of the spares, if it so desires at the cost to be mutually agreed. If any of the spare parts are not available or are difficult to procure or the procurement is likely to be delayed for replacement if required, the replacement shall be carried out with state of the art technology hardware of equivalent capacity or higher capacity at no additional charges to KSFE.
3. The Contractor will be required to provide the contact details like names, and telephone numbers of the officials responsible for maintenance of Security Equipments and related services as well as a maintenance escalation chart regarding the same.
4. The new upgrade items or other hardware purchased from the Contractor or any other vendor and integrated into the existing warranty system will be included in the Warranty

with the Contractor as soon as the warranty of the purchased item expires. This will be done through an Addendum to this contract signed by KSFE and the Contractor. The contractor may inspect the new hardware if it is procured from other sources. In case KSFE decides to withdraw any equipment from contract during the warranty period, the same will be taken out of this contract with written information to the supplier.

5. If the user is not able to hand over the system to the Contractor's engineer for maintenance purpose, such time will not be considered for the down time penalty.
6. In case of intermittent failures and repetitive problems due to improper diagnosis or repair and if the problem could not be rectified within one month from the date of complaint, it should be replaced with a new one.
7. The Contractor is not liable for service break downs or spares cost arising out of damages caused due to fire, theft, riots, accidents, earthquakes, flood, storm and other natural calamities.
8. The warranty for metal, plastic & fiber parts would be for one year.
9. The complaints related to the security equipments purchased will be reported through e-mail / phone. The bidder should visit the site and rectify the calls / mail reported by our branches before start of the second working day(ie. Before 10 AM) after reporting the complaint. . It is the responsibility of the bidder to timely update the call status. Calculation of penalty amount based on reported downtime.
10. Change of ownership: The obligation of the Contractor company/Firm under this contract shall not cease even if the ownership changes. The successor in interest or transferee shall have the obligation to perform the contract.

### 3.51. Delays in the Bidder's Performance

Supply & installation of security equipment shall be made by the successful bidder within **14 days, from the date of award of Work Order at the assigned office of the KSFE.**

Any unexcused delay by the contractor in the performance of his delivery/installation/service obligations shall render the contractor liable to any or all of the following sanctions: (a) forfeiture of his performance security, (b) imposition of liquidated damages, and/ or (c) termination of the contract for default.

If at any time during performance of the contract, the contractor should encounter conditions impeding timely delivery of the goods, performance of services, and/or disposal of buy-back items, the contractor shall promptly notify KSFE in writing of the fact of the delay, its likely duration and its cause(s), before the scheduled delivery / installation date. KSFE shall evaluate the situation after receipt of the contractor's notice and may at their discretion extend the contractor's time for delivery / installation , in which case the extension shall be ratified by the parties by amendment of the contract. If the bidder's request to delay the delivery of goods, performance of services is not found acceptable to KSFE, the above-mentioned clause would be invoked. If the same complaint is repeated 5 times within a period of continuous 30 days to any of the item purchased, the item shall be replaced by a new one.

### 3.52 Liquidated Damages during Delivery, Installation & Warranty

If the contractor fails to deliver/install any or all of the security equipments or to perform the services within the time period(s) specified in the contract, KSFE shall without prejudice to its other remedies under the contract, deduct from the contract price, as liquidated damages, a sum equivalent to the 1% of the price of the contract price security equipment

for every week (seven days) or part thereof of delay, subject to the delayed portion being less than or equal to 10% of the contract value. Once the maximum is reached, KSFE may consider termination of the contract pursuant to section-3.22.

### **3.53 Set Off**

Any sum of money due and payable to the tenderer, including security deposit under this contract may be appropriated by the KSFE and adjusted against any claim of the KSFE for the payment of any sum of money arising out of this or any other contract made by the tenderer with the KSFE. The KSFE shall also can recover the amounts if any due to it as per the provisions of Revenue Recovery Act of Kerala / Indian Revenue Act.

### **3.54 Jurisdiction**

The Contract shall be interpreted in accordance with the laws of the Union of India & will be under the jurisdiction of courts at Thrissur.

**SECTION - 4**

**PROFORMA FOR BIDS**

**Proforma -1 : Bid Letter (Technical)**

**Bidder's Proposal Reference No. & Date :**

**Bidder's Name & Address, email id :**

**Person to be contacted :**

**Designation :**

**Mobile No. :**

**Telephone No. :**

**To**

**The Managing Director  
Kerala State Financial Enterprises Limited (KSFE)  
Reg.Office: "BHADRATHA"  
Museum Road, P.B.No: 510  
Thrissur-680 020**

**Subject: Proposal for supplying Security Equipments and related services to KSFE :-**

**Reference: .Tender No: KSFE/GAD/8826/SECURITY EQUIPMENTS /2024-25 DATED 30.05.2024**

Dear Sir,

**1.0** We, the undersigned Bidders, having read and examined in detail the specifications and all bidding documents in respect of supply, installation of Security Equipments do hereby propose to provide **Security Equipments** as specified in the bidding document.

**2.0 PRICE AND VALIDITY**

2.1 All the prices mentioned in our proposal are in accordance with the terms as specified in bidding documents. All the prices and other terms and conditions of this proposal are valid for a period of 365 calendar days from the Date of opening of -Tender

2.2 We do hereby confirm that our bid prices include all taxes including Income Tax & Professional Tax.

2.3 We have studied the Clauses relating to Indian Income Tax and hereby declare that if any Income Tax, Surcharge on Income Tax and any other Corporate Tax is altered under the law, we shall pay the same.

**3.0 EARNEST MONEY**

The bidder should remit the required earnest money through demand draft favoring KSFE payable at Thrissur. It is liable to be forfeited in accordance with the provisions of tender document.

**4.0 DEVIATIONS**

We declare that all the services shall be performed strictly in accordance with the fine-tuned Technical specifications and other tender document except the deviations as mentioned in the Technical deviation Proforma (**Proforma-5**). Further we agree that additional conditions, if any, found in the proposal documents, other than those stated in deviations Proforma, shall not be given effect to.

**5.0 BID PRICING**

We further declare that the prices stated in our proposal are in accordance with your terms & conditions in the bidding document.

**6.0 QUALIFYING DATA**

We confirm having submitted in qualifying data as required by you in your tender document. In case you require any further information/ documentary proof in this regard before evaluation of our bid, we agree to furnish the same in time to your satisfaction.

**7.0 CONTRACT PERFORMANCE SECURITY**

We hereby declare that in case the contract is awarded to us, we shall submit the performance Guarantee as per terms of tender document.

**8.0** We hereby declare that our proposal is made in good faith, without collusion or fraud and the information contained in the proposal is true and correct to the best of our knowledge & belief.

**9.0** We understand that you are not bound to accept the lowest or any bid you may receive.

Thanking you,

Yours faithfully,

\_\_\_\_\_  
**Signature of Bidder (with official seal)**  
**Date** \_\_\_\_\_  
**Name** \_\_\_\_\_  
**Designation** \_\_\_\_\_  
**Address** \_\_\_\_\_  
**Telephone** \_\_\_\_\_  
**Mobile No:** \_\_\_\_\_  
**E-mail address** \_\_\_\_\_

**Proforma- 2 : EMD & Particulars**

EMD Amount :

Bank Draft No & Date :

Bank & Branch :

**Witness**

**Bidder**

Signature

Signature

Name

Name

Designation

Designation

Address

Address

Company

Company

Date

Date

**Company Seal**



**Proforma-3 : Particulars of Bidder & Manufacturer**

Name of the bidder \_\_\_\_\_

Address of the bidder \_\_\_\_\_

**details about the manufacturer(s) of equipment offered:**

Equipment description	Name & address of manufacturer(s)	Place of manufacture
Security Equipments	_____	_____

Security Equipments

Maintenance and service facilities of bidder

**Contact details of the officer to whom all references shall be made regarding this tender:**

Designation \_\_\_\_\_

Mobile No: \_\_\_\_\_

Address \_\_\_\_\_

Telephone \_\_\_\_\_

E -mail : \_\_\_\_\_

	Witness		Bidder
Signature	_____	Signature	_____
Name	_____	Name	_____
Designation	_____	Designation	_____
Mobile No:	_____	Mobile No:	_____
Address	_____	Address	_____
E-mail	_____	E-mail	_____
Date	_____	Date	_____
		<b>Company Seal</b>	

**Proforma-4 : Particulars of turnover over the preceding three financial years**  
(as per audited accounts in Rupees & Lakhs)

Turnover Particulars	Turnover In 2020-21	Turnover In 2021-22	Turnover In 2022-23
Total Turn Over			
Profit before Depreciation & Tax			
Tax			
Profit after Tax			

**Witness**

**Bidder**

Signature	_____	Signature	_____
Name	_____	Name	_____
Designation	_____	Designation	_____
Mobile No:	_____	Mobile No:	_____
Address	_____	Address	_____
Company	_____	Company	_____
E-mail	_____	E-mail	_____
Date	_____	Date	_____

**Company Seal**

**Proforma-5 : Statement of Deviation from Requirement Specifications**

Date:dd/mm/yyyy

To,

The Managing Director  
 Kerala State Financial Enterprises Limited (KSFE)  
 Regd.Office: "BHADRATHA"  
 Museum Road, P.B.No: 510  
 Thrissur-680 020

Tender No. **KSFE/GAD/8826/Security Equipments/2024-25** DATED **30.05.2024**

Sir,

There are no technical deviations (null deviations) from the requirement specifications of tendered items and schedule of requirements. The entire work shall be performed as per your specifications and documents.

*OR (Strike out whatever is not applicable)*

Following is the exhaustive list of technical deviations and variations from the requirement specifications of tendered items and schedule of requirements. Except for these deviations and variations, the entire work shall be performed as per your specifications and documents.

S. No.	Section No.	Page No.	Statement of deviations and variations	Brief Reasons	Alternative Suggestion
i)					
ii)					
iii)					

**Witness**

**Bidder**

Signature	_____	Signature	_____
Name	_____	Name	_____
Designation	_____	Designation	_____
Mobile No:	_____	Mobile No:	_____
Telephone	_____	Telephone	_____
Address	_____	Address	_____
Company	_____	Company	_____
E-mail	_____	E-mail	_____
Date	_____	Date	_____

**Company Seal**

**Proforma-6 : Statement of Deviation from Tender Terms and Conditions**

Date: dd/mm/yyyy

To,  
 The Managing Director  
 Kerala State Financial Enterprises Limited (KSFE)  
 Regd.Office: "BHADRATHA"  
 Museum Road, P.B.No: 510  
 Thrissur-680 020

**Tender No: KSFE/GAD/8826/Security Equipments/2024-25 DATED 30.05.2024**

Sir,

There are no deviations (null deviations) from the terms and conditions of the tender. All the terms and conditions of the tender are acceptable to us.

*OR (Strike out whatever is not applicable)*

Following are the deviations from the terms and conditions of the tender. These deviations and variations are exhaustive. Except these deviations and variations, all other terms and conditions of the tender are acceptable to us.

S. No.	Section No.	Page No.	Statement of deviations and variations	Brief Reasons	Alternative Suggestion
i)					
ii)					
iii)					

**Witness**

**Bidder**

Signature	_____	Signature	_____
Name	_____	Name	_____
Designation	_____	Designation	_____
Mobile No:	_____	Mobile No:	_____
Telephone	_____	Telephone	_____
Address	_____	Address	_____
Company	_____	Company	_____
E-mail	_____	E-mail	_____
Date	_____	Date	_____

**Company Seal**

**Proforma-7 : Manufacturer’s Authorization Form**

Date: dd/mm/yyyy

To,

The Managing Director  
Kerala State Financial Enterprises Limited (KSFE)  
Regd.Office: “BHADRATHA”  
Museum Road, P.B.No: 510  
Thrissur-680 020

Reference: Tender No. KSFE/GAD/8826/Security Equipments/2024-25 DATED 30/05/2024

Sir:

We \_\_\_\_\_ who are established and reputable manufacturers of \_\_\_\_\_ and having production facilities at \_\_\_\_\_ do hereby authorize ..... to submit a bid and subsequently negotiate and sign a Contract with you (hereinafter “KSFE”) for resale of the following Products produced by us, for the quantities, specifications and delivery schedule called for by the Supply Requirements associated with the National/International shopping to be carried out during the period from ..... to .....under KSFE Tender for Supply & Installation of security equipment (specify the items) for its various offices.

- 1.
- 2.
- 3.

Yours faithfully,  
(Name)

(Name of the Principal manufacturer)

Signature \_\_\_\_\_  
Name \_\_\_\_\_  
Designation \_\_\_\_\_  
Mobile No: \_\_\_\_\_  
Telephone \_\_\_\_\_  
Address \_\_\_\_\_  
E-mail \_\_\_\_\_  
Date \_\_\_\_\_

**(Company Seal)**

*Note: This letter of authority should be on the letterhead of the principal manufacturer on whose behalf the proposal is submitted and should be signed by a person competent and having the power of attorney to bind the principal manufacturer. It should be included by the Bidder in its bid.*



**Proforma-9 : List of Bidder’s Major Clients**

Provide three references of bidder’s clients that have done the supply & installation of security equipment during the last three years ending 31.03.2023.

Sl. No	Name, Designation, e-Mail, Postal Address, Telephone Number of Contact Person	Details of Security Equipments	Work order Ref.No. & date	Value (rupees in figures & words)	No of Locations	Date of completion		Reference to job completion certificate
						Stipulated date of Completion	Actual Date of Completion	
1								
2								
3								

**Witness**

**Bidder**

Signature	_____	Signature	_____
Name	_____	Name	_____
Designation	_____	Designation	_____
Mobile No:	_____	Mobile No:	_____
Telephone	_____	Telephone	_____
Address	_____	Address	_____
Company	_____	Company	_____
E-mail	_____	E-mail	_____
Date	_____	Date	_____

**Company Seal**

Provide attested documentary evidence in support of the above mentioned references.

***Proforma-10 : Certification for Equipment\* & Services (ISO)***

Attach an attested copy of the valid certificates .

Sl. No.	Name of Certified Entity and Area of Certification	Certification	Certification Agency	Validity Period of the Certificate

	<b>Witness</b>		<b>Bidder</b>
Signature	_____	Signature	_____
Name	_____	Name	_____
Designation	_____	Designation	_____
Mobile No:	_____	Mobile No:	_____
Telephone	_____	Telephone	_____
Address	_____	Address	_____
Company	_____	Company	_____
E-mail	_____	E-mail	_____
Date	_____	Date	_____

**Company Seal**

**\*In case the bidder is not the manufacturer of Security Equipments additionally provide the Manufacturer’s Quality Certification for the products manufactured.**



**Proforma-11 : Requirement Specification sheet with make & models of proposed Security Equipments**

Sl. No.	Description of items with Technical Specification	Make & Model	Technical specification requirement as per tender	Technical specifications offered by the bidder
1	Strong Room Door with grill gate		SRD with Grill Gate B CLASS as per IS 11188 with BIS Certification	
2	Jewel Safe		61 inch BB CLASS TRTL IS 550 : 2003 With BIS Certification	
3	Cash Safe		31 inch BB CLASS TRTL With BIS Certification	
4	Safe Deposit Locker Cabinets		A1-90 IS 5244 : 1991 With BIS Certification	

Sl. No.	Item	Compliance with the RFP	Remarks
<b>B</b>	<b>Services</b>		
<b>B.1</b>	<b>Delivery</b> Security Equipments and related services specified in the schedule <b>section-5</b> are required to be supplied installed, tested and commissioned at the respective KSFE offices by the bidder within <b>2 weeks from the date of award of Purchase Order</b> .		
<b>B.2</b>	<b>Installation</b> The bidder is required to install, test and commission all the supplied items as per <b>Para-3.7</b> of RFP.		
<b>B.3</b>	<b>Training</b> For each <b>Security Equipments</b> supplied and installed, the supplier is required to provide operational level training to the designated KSFE's technical and end-user personnel to enable them to effectively operate the total system. This training should cover the day-to-day maintenance, management, and operations related aspects of the <b>Security Equipments</b> etc. The training will be conducted at KSFE Branch offices, Regional/Zonal offices and Head Office.		
<b>B.4</b>	<b>Service Level Agreement (SLA)</b> The bidder is required to provide a draft SLA covering all the equipment and services s applied, as per <b>Para-3.49</b> of RFP.		
<b>B.5</b>	<b>Documentation</b> The bidder is required to provide pre-printed product technical brochures of the tendered items (all items viz., <b>Security Equipments</b> along with the bid). The technical specifications of the tendered items should also be available		

	on the OEM’s web-site. KSFE reserves the right to verify the stated compliance against the technical specifications published on the OEM’s web-site and/or the pre-printed product brochures.		
<b>B.6</b>	<b>Acceptance Tests</b> The bidder will have to conduct acceptance tests on the commissioned equipment and services in presence of KSFE representatives. The acceptance tests will be conducted as per test plans approved by KSFE. .		
<b>B.7</b>	The bidder is required to provide comprehensive on-site support for all the supplied equipment and services supplied during the service period. This support shall survive change of location of the equipment.		

	<b>Witness</b>		<b>Bidder</b>
Signature	_____	Signature	_____
Name	_____	Name	_____
Designation	_____	Designation	_____
Mobile No:	_____	Mobile No:	_____
Telephone	_____	Telephone	_____
Address	_____	Address	_____
Company	_____	Company	_____
E-mail	_____	E-mail	_____
Date	_____	Date	_____

**Company Seal**

**Proforma – 12 : Warranty**

We warrant that all the equipment supplied under the contract is newly manufactured. We further warrant that the equipment supplied under this contract shall have no defect arising from design, materials or workmanship (except insofar as the design or material is required by KSFE's specifications) or from our any act or omission, that may develop under normal use of the supplied equipments.

We warrant that the services provided under the contract shall be as per our Service Level Agreement (SLA specified in **Section-3.49 of the tender document**) with KSFE and maintain all the items for one year during the Warranty period.

This warranty shall survive inspection of items and payment for, and acceptance and shall remain valid for 1 **year** after the complete installation and acceptance of the equipments.

The obligations under the warranty expressed above shall include all costs relating to labor, spares, maintenance and transport charges from site to manufacturer's works / service facilities and back for repair or modification or replacement at site of the equipment or any part of the equipment, which under normal care and proper use and maintenance proves defective in design, material or workmanship or fails to operate effectively and efficiently or conform to the specifications and for which notice is promptly given by KSFE to us (bidder). We shall provide comprehensive on-site support for all the items( **Security Equipments** ) and services supplied hereunder during the period of this warranty (12 months after acceptance for equipment).

<b>Witness</b>	<b>Bidder</b>
Signature	Signature
Name	Name
Designation	Designation
Mobile No:	Mobile No:
Telephone	Telephone
Address	Address
Company	Company
E-mail	E-mail
Date	Date

**Company Seal**

**Note: This warranty should be given on the letterhead of the Bidder.**

**Proforma-13 : Bid Letter (Commercial) Template**

Date: dd/mm/yyyy

To,  
The Managing Director  
Kerala State Financial Enterprises Limited (KSFE)  
Corporate Office: "BHADRATHA"  
Museum Road, Chembukav,  
Thrissur-680 020

Reference: Tender No. **KSFE/GAD/8826/Security Equipment/2024-25 DATED 30/05/2024**

Sir,

We hereby declare:

1. That we are manufacturers/ dealers authorized by the OEM of the Equipment quoted in the attached technical and commercial bid.
2. That we/ our principals are equipped with adequate machinery for production and testing of offered products and our manufacturing establishment is open for inspection by the representatives of The Kerala State Financial Enterprises Limited.
3. That we are equipped with adequate maintenance and service facilities for supporting the Security **Equipments** and related services. Our maintenance and service facilities are open for inspection by representatives of The Kerala State Financial Enterprises Limited

We hereby offer to supply the **Security Equipments** and related services at the prices and rates mentioned in the commercial bid.

We do hereby undertake that, in the event of acceptance of our bid, the supply of Security Equipments and related services shall be made as stipulated in the schedule of delivery as directed by KSFE.

We affirm that the prices quoted are inclusive of delivery, installation, testing and commissioning charges and all taxes.

We agree to abide by our offer for a period of **180 days from the Date of opening of tender** prescribed by KSFE and that we shall remain bound by a communication of acceptance within that time.

We have carefully read and understood the terms and conditions of the tender and the conditions of the contract applicable to the tender. We do hereby undertake to supply as per these terms and conditions.

- a) The deviations from the requirement specifications of tendered items and schedule of requirements are only those mentioned in **Proforma-5**.

*OR (Strike out whatever is not applicable)*

There are no deviations from the requirement specifications of tendered items and schedule of requirements.

- b) The deviations from the terms and conditions of the tender are only those mentioned in [Proforma-6](#).

*OR (Strike out whatever is not applicable)*

There are no deviations from the terms and conditions of the tender.

We hereby certify that the Bidder is a Company and the person signing the tender is the constituted attorney.

We do hereby undertake, that, until a formal contract is prepared and executed, this bid, together with your written acceptance thereof and notification of award of contract, shall constitute a binding contract between us.

**Signature of Bidder (with official seal)**

Date

Name

Designation

Address

Mobile No.

E-mail address

**Proforma- 14 : Bidder Profile**

Name & Address of The Bidder	
Location of Corporate Head Quarters	
Date & Country of Incorporation	
Manufacturing facilities location & size	
Name & Address of Manufacturer of the Equipment Offered	Proforma attached
Number of Employees Total Number / Manufacturing / R & D (If Any) / Maintenance	
Certification & area of certification (ISO)	Proforma attached
List of major clients	Proforma attached
Name & Address of Bidder’s Contact Person with Tel.No/ e-mail	
List of bidder’s support/service locations in Kerala	Proforma attached
Sales Turnover over the preceding three financial years	Proforma attached
Net worth (Paid up capital plus free reserves less accumulated losses and intangible assets) for the previous financial year (2018-19)	
GST Registration Number	
Income Tax Registration No. with place	

	<b>Witness</b>	<b>Bidder</b>
Signature	_____	_____
	Signature	
Name	_____	_____
	Name	
Designation	_____	_____
	Designation	
Mobile No:	_____	_____
	Mobile No:	
Telephone	_____	_____
	Telephone	
Address	_____	_____
	Address	
Company	_____	_____
	Company	
E-mail	_____	_____
	E-mail	
Date	_____	_____
	Date	

**Company Seal**

***Proforma-15 : Details of empanelment***

**Attach an attested copy of the valid empanelment certificates / Agreements .**

Sl. No.	Name of the Bank	Validity Period of the Empanelment

	<b>Witness</b>		<b>Bidder</b>
Signature	_____	Signature	_____
Name	_____	Name	_____
Designation	_____	Designation	_____
Mobile No:	_____	Mobile No:	_____
Telephone	_____	Telephone	_____
Address	_____	Address	_____
Company	_____	Company	_____
E-mail	_____	E-mail	_____
Date	_____	Date	_____

**Company Seal**

**SECTION 5**

**Schedule of Requirements**

The bidder should quote for **Security Equipments** and related services as described in the requirement specification (**Proforma-10**).

**5.1 Total Nos. Required (Approximate)**

SI NO	ITEMS	Total Numbers Required (Approximate)
1	Strong Room Doors	50
2	Jewel Safe	50
3	Cash Safe	50
4	Safe Deposit Locker Cabinets	50

**Witness**

**Bidder**

Signature	_____	Signature	_____
Name	_____	Name	_____
Designation	_____	Designation	_____
Mobile No:	_____	Mobile No:	_____
Telephone	_____	Telephone	_____
Address	_____	Address	_____
Company	_____	Company	_____
E-mail	_____	E-mail	_____
Date	_____	Date	_____

**Company Seal**



## ANNEXURE- 1: Form of Bank Guarantee for Security Deposit

### GUARANTEE BOND PRESCRIBED BY THE GOVERNMENT OF KERALA

(To be used by Nationalized/Scheduled Banks)

In consideration of the Managing Director of Kerala State Financial Enterprises Ltd., (hereinafter called the KSFE ) having agreed to exempt (. name and address) [hereinafter called "the said Contractor (s)"] from the demand, under the terms and conditions of an agreement dated ..... made between ..... and ..... for ..... ( hereinafter called "the said Agreement") of security deposit for the due fulfillment by the said Contractor (s) of the terms and conditions contained in the said Agreement, on production of a bank guarantee for ` ..... [Rupees .....(in words)..... only]. We ..... Bank Limited (hereinafter referred to as "the Bank" do hereby undertake to pay the KSFE., an amount not exceeding ` ..... (Rs. In words) against any loss or damage caused to or suffered or would be caused to or suffered by the KSFE, by reason of any breach by the said Contractor (s) of any of the terms or conditions contained in the said agreement.

- 1 We ..... Bank Limited do hereby undertake to pay the amounts due and payable under this guarantee without any demur, merely on a demand from the KSFE stating that the amount claimed is due by way of loss or damage caused to or would be caused to or suffered by the KSFE by reason of any breach by the said Contractor of any of the terms or conditions contained in the said Agreement or by reason of the Contractor's failure to perform the said Agreement. Any such demand made on the Bank shall be conclusive as regards the amount due and payable by the Bank under this guarantee. However, our liability under this guarantee shall be restricted to an amount not exceeding ` ..... (Rs. In words).....
- 2 We ..... Bank Limited further agree that the guarantee herein contained shall remain in full force and effect during the period that would be taken for the performance of the said agreement and that it shall continue to be enforceable till all the dues of the KSFE under or by virtue of the said Agreement have been fully paid and its claims satisfied or discharged of till ..... (Office / Department) certified that the terms and conditions for the said Agreement have been fully and properly carried out by the said Contractor (s) and accordingly discharges the guarantee. Unless a demand or claim under this guarantee is made on us within two years from the period fixed or extended (if the agreement / supply order specifically provide for such extension of time) for the due performance of the contract by the Contractor we shall be discharged from all liability under this guarantee thereafter.
- We ..... Bank, Limited further agree with the KSFE that the KSFE shall have the fullest liberty without our consent and without affecting in any manner our obligations hereunder to vary any of the terms and conditions of the said Agreement or to extend time of performance by the said Contractor (s) from time to time or to postpone for any time or from time to time any of the powers exercisable by the KSFE against the said Contractor (s) and to forbear or enforce any of the terms and conditions relating the said Agreement and we shall not be relieved from our liability by reason of any such variation or extension being granted to the said Contractor (s) or for any forbearance act or omission on the part of the KSFE or any indulgence by the KSFE to the said Contractor (s) or by any such matter or thing whatsoever which under the law relating to sureties would but for this provision have effect of so relieving us.

- ⌚ To give effect to this guarantee it shall be competent for the KSFE to act as though the Bank, were the principal debtor.
- 📄 It is hereby expressly agreed and declared that this guarantee and the powers and provisions herein contained are in addition to and not by way of limitation of or substitution for any former or other guarantees or guarantee heretofor given by the Bank to the KSFE and now existing uncanceled and that this guarantee is not intended to and shall not revoke or limit such other guarantee or guarantees.
- ☞ We ..... Bank Limited lastly undertake not to revoke this guarantee during its currency except with the previous consent of KSFE in writing.

Date .....day of ..... on Two thousand .  
.....for ..... Bank Limited.

## **ANNEXURE- 2 : Form of Agreement**

This agreement is made and entered into this the..... *th* day of ..... between M/s ..... (hereinafter called the 1<sup>st</sup> Party) on the one part and the Kerala State Financial Enterprises Limited, a company registered under the Companies Act,1956 (hereinafter called the 2<sup>nd</sup> party) on the other part.

Whereas the 2<sup>nd</sup> party is desirous for the supply, installation, maintenance and related services of security equipments for KSFE branch offices across Kerala ----- numbers of Strong Room Doors/ Jewel Safe/ Cash Safe/ Safe Deposit Locker Cabinets at a cost of Rs ...../- per unit as agreed to the terms and conditions mentioned below:-

Whereas the supply has been entrusted with the 1<sup>st</sup> party and the 1<sup>st</sup> party has agreed to undertake the supply as per the terms and conditions herein contained. Now these presents witnesses and items agreed as follows:

- 1)The 1<sup>st</sup> party has agreed to supply ..... numbers of Strong Room Doors/ Jewel Safe/ Cash Safe/ Safe Deposit Locker Cabinets at various branches of the Company as per the directions of the 2<sup>ND</sup> Party.
- 2) The cost of the Strong Room Doors/ Jewel Safe/ Cash Safe/ Safe Deposit Locker Cabinets is fixed at Rs ...../- (Rupees ..... five only) per unit.
- 3) The above rate is inclusive of all taxes, Transportation ,unloading and placement charges for delivery of the Strong Room Doors/ Jewel Safe/ Cash Safe/ Safe Deposit Locker Cabinets at delivery points all over Kerala as per the supply order issued by the Company.
- 4)The 2<sup>nd</sup> party's order to the 1<sup>st</sup> party to arrange supply of -----numbers of ..... Strong Room Doors/ Jewel Safe/ Cash Safe/ Safe Deposit Locker Cabinets at the rate of Rs ...../- is applicable for the purchases as and when required for 12 months from the date of this agreement.
- 5) The 1<sup>st</sup> party shall make the supply of Strong Room Doors/ Jewel Safe/ Cash Safe/ Safe Deposit Locker Cabinets within 2 weeks from the date of supply order subject to the readiness of the site.
- 6)Already deposited , the security amount of Rs ...../ will be refund after three months of completion of this contract.
- 7) If the 1<sup>st</sup> party fails to deliver all or any of the item or perform the services within the periods specified in the contract the 2<sup>nd</sup> party shall without prejudice to its remedies under the contract deduct from the contract price as liquidated damages, a sum equivalent to 0.5%of the delivered price of the delayed item or unperformed services for each week of delay until actual delivery or performance ,up to a maximum deduction of 10% of the contract prices of the delayed item or Services. Once the maximum is reached, the 2<sup>nd</sup> party may consider termination of the contract at the risk and cost of the 1<sup>st</sup> party.
- 8) The 1<sup>st</sup> party shall be held responsible for any deviation from the specifications mentioned above, poor quality of products etc. will lead to imposition of penalty as above mentioned including rejection of the Strong Room Doors/ Jewel Safe/ Cash Safe/ Safe Deposit Locker Cabinets and forfeiture of Security Deposit of the 1<sup>st</sup> Party.
- 9) The 2<sup>nd</sup> Party shall arrange the payment of cost of Strong Room Doors/ Jewel Safe/ Cash Safe/ Safe Deposit Locker Cabinets at the rates and conditions specified above, immediately after supply of the same in good condition and receipt of acknowledgment by the recipient branches of 2<sup>nd</sup> Party.
- 10) The expression "1<sup>st</sup> Party" and "2<sup>nd</sup> Party" herein used shall unless inconsistent with the context include their successors, heirs and assigns.
- 11)In case any difference or dispute arises in connection with the contract, all legal proceedings relating to the matter shall be instituted in the court within the jurisdiction of the Purchasing Officer voluntarily resides. In witness thereof the said Shri. ....of M/s ..... and Sri , .....Managing Director, KSFE Ltd ,have here to set their hands on the day ,the month and year first above written

Signed by:

1<sup>st</sup> Party

Witness : (1)  
: (2)

2nd Party:Signed for and on behalf of  
The KSFE LTD,

Managing Director

Witness : (1)  
: (2)