



Energy Management Centre - Kerala

Srikrishna Nagar, Sreekaryam.P.O, Thiruvananthapuram,
Kerala – 695 017

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TENDER NOTICE

Competitive tender in two cover system Part-1 Bid Qualification Requirements (BQR) with Earnest Money Deposit (EMD) and Technical Bid with Commercial terms without Price Bid (Envelop – 1), and Part – II Price Bid in accordance with the attached commercial terms and technical specifications (Envelop-2) are invited from reputed and experienced Manufactures/Registered Dealers for the **Supply of 325 Nos energy efficient Ceiling Fan with all accessories for “Energy Efficient School Programme”**. The documents also can be downloaded from the EMC web site www.keralaenergy.gov.in from 09-01-2016 at 10.00 am to 27-01-2016 at 12.00 Noon. The cost of tender document shall be submitted as separate DD along with the submission of Bid. Those who do not submit tender cost will be treated incomplete tender and will not be consider for further evaluation.

Thiruvananthapuram

Director

09-01-2016

ENERGY MANAGEMENT CENTRE-KERALA (EMC)

SREEKARIYAM, THIRUVANANTHAPURAM - 695017

NOTICE INVITING TENDER
FOR SUPPLY OF ENERGY EFFICIENT CEILING FAN WITH ALL
ACCESSORIES

Sealed tenders are invited from reputed manufacturers /authorised dealers/contractors having after sales support for the for supply, testing and commissioning of energy efficient Ceiling Fan with all accessories as specified in the tender document.

Tender no: EMC/PUR/16/T-58 dated 09-01-2016

Name of work: Supply of 325 Nos energy efficient Ceiling Fan with all accessories for “Energy Efficient School Programme” at Office of EMC at Sreekariyam, Thiruvananthapuram.

Scope of work: Supply of 325 Nos Energy Efficient Ceiling Fan with All Accessories for “Energy Efficient School Programme” at the EMC office.

Location: Energy Management Centre, Sreekariyam, Thiruvananthapuram, Kerala.

Tender documents can be downloaded from EMC website www.keralaenergy.gov.in from 09-01-2016 at 10.00 hrs to 27-01-2016 at 12.00hrs.

Cost of tender document: Rs.1000 plus VAT @ 5 % to be paid as DD in favour of Director, EMC along with the submission of tender.

Last date and time of receipt of tender: 27-01-2016 at 15.00 hrs.

EMD: Rs 12250 as DD in favour of - Director, Energy Management Centre, payable at Thiruvananthapuram

Period of supply: One calendar month from the date of Letter of Intent (LOI)

The Tenderer shall quote the rates including all taxes and duties, levies including freight, insurance during transit and delivery at site. But the successful tenderer shall produce proof of payment of all taxes and duties.

Also sales tax and income tax clearance certificate for the last 3 financial years shall be submitted along with the tender.

Prescribed Tender documents (non-transferable) can be purchased from the office of Director, EMC, against a written request to Director, EMC,

Further details and clarification if any can be had from The Director, Energy Management Centre (EMC), Thiruvananthapuram, website www.keralaenergy.gov.in. Director, Energy Management Centre reserves the right to accept or reject any or all tenders without assigning any reasons what so ever.

Completed Tender documents shall be submitted to “The Director, Energy Management Centre, Sreekrishna Nagar, Sreekariyam, Thiruvananthapuram, Kerala, 695017 in a sealed cover super scribed “Tender for supply of energy efficient Ceiling Fan with all accessories” on or before **3.00 pm, 27-01-2016** and tender opening will be on: **27-01-2016, 4 pm.**

**Thiruvananthapuram
09-01-2016**

**Director,
Energy Management Centre
Sreekrishna Nagar, Sreekariyam,
Thiruvananthapuram, Kerala, PIN-695017**

TENDERABSTRACT

Ref. No. EMC/PUR/16/T-58 dated 09-01-2016

Superscription: **SUPPLY OF 325 NOS ENERGY EFFICIENT CEILING FAN WITH ALL ACCESSORIES.**

Download of Tender form	From 09-01-2016,10.00 AM to 27-01-2016, 12.00Noon during office hours from http://www.keralaenergy.gov.in
Last date of submission of Tender	:27-01-2016 AT 15.00 hrs
Date and Time of opening the Tender	: 27-01-2016 AT 4.00 PM
Cost of Tender Form	Rs 1000/-+ 5% VAT(Rs1050/-)
EMD	Rs.12250 Govt. of Kerala PSUs only are exempted from furnishing EMD
Warranty period	12 months replacement warranty
Supply Site details	Energy Management Centre, Sreekrishna Nagar,Sreekariyam
Name and Address of the officer from whom Tender forms are to be obtained	Director, EMC
Place of opening of tender	Energy Management Centre, Sreekrishna Nagar, Sreekariyam. PO Thiruvananthapuram -17

09-01-2016
Thiruvananthapuram

Director

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GENERAL CONDITIONS OF CONTRACT BID SYNOPSIS

1.Tender No:	EMC/PUR/16/T-58 dated 09-01-2016
2. Name of Project	Supply of 325 Nos energy efficient Ceiling Fan with all accessories for “Energy Efficient School Programme” at Office of EMC at Sreekariyam, Thiruvananthapuram.
3. Scope of work	Supply of Energy Efficient Ceiling Fan with All Accessories for “Energy Efficient School Programme” at the EMC office.
4. Type of Tender	Item Rate Tender
5. Supply period	Within one month from Letter of Intent (LOI).
6. Cost of tender document	Rs.1000 + VAT @ 5.00%
7. Earnest Money Deposit (EMD)	Rs. 12250 in the form of demand draft favouring Director, Energy Management Centre, payable at Thiruvananthapuram. EMD shall be released on submission of a security deposit.
8.Performance Security Deposit	<p>1) Performance Guarantee of 5% of the contract value, of which 50% (less value of EMD) shall be submitted in form of demand draft from a Nationalised Bank in favour of Director, EMC within 15 days from release of LOI and remaining amount in the form of BG.</p> <p>2) In addition to performance guarantee, security deposit for the supply shall be collected by deduction from the bill of supplier @ 2.5% of gross amount till defect liability period.</p>
9. Validity period of tender	3 (Three) months from the date of opening of tender

10. Defects liability period	15 months from date of receipt of material in certified good condition or 12 months from the date of commissioning whichever is earlier
11. Liquidated damages	1) 0.5% per week to a maximum of 5% on delay after specified supply period.
12. Payment Terms	<ul style="list-style-type: none"> ❖ 80% of the basic Price + 100% of Excise duty, Sales tax, Freight & Transit Insurance against delivery at site. ❖ 20% of the basic price will be released after testing and commissioning or within 90 days from receipt of material in certified good condition.
13. Retention Money	Security Deposits shall be considered as retention money by EMC until the expiry of Defect Liability Period (DLP) of 15 months from receipt of material in certified good condition, or 12 months from the date of commissioning whichever is earlier for Ceiling Fan
15. Warranty	The items supplied (Ceiling Fan) shall be warranted for the contract period of 12 (Twelve) months from the date of commissioning or 15 (fifteen) months from the date of delivery of materials in certified good condition.
16. Arbitration	No arbitration. Disputes, if any by the supplier will be finalized under the jurisdiction of Court at Thiruvananthapuram.

ENERGY MANAGEMENT CENTRE

SUPPLY OF 325 NOS ENERGY EFFICIENT CEILING FAN WITH ALL ACCESSORIES FOR “ENERGY EFFICIENT SCHOOL PROGRAMME”

INSTRUCTIONS TO THE TENDERERS

1. Sealed Tenders for the above work will be received by **THE DIRECTOR, ENERGY MANAGEMENT CENTRE, Sreekariyam, Thiruvananthapuram, Kerala, PIN 695017** up to **3.00 p.m. on 27-01-2016** Tenders will be opened at **4.00 p.m.** on the same day in the presence of the tenderers or their representatives, who are expected to be present at the time of opening of the tenders.
2. Tender document can be downloaded from 09-01-2016, 10.00 AM to 27-01-2016, 12.00 Noon during office hours. Cost of tender document shall be submitted as DD in favour of Director, EMC along with the submission of tender.
3. The tenders must be submitted in sealed covers and should be addressed to **THE DIRECTOR, ENERGY MANAGEMENT CENTRE, Sreekariyam, Thiruvananthapuram, Kerala, PIN 695017**, with the name of the tenderer and the name of the work written on the top of the cover.
4. If the tender is made by an individual, it shall be signed with his full name and address. If it is made by a Partnership firm it shall be signed with the name of the firm by a member of the firm and attach with the tender a copy of the Power of Attorney authorizing him to sign on behalf of other partner/s. He should also mention the name and address of each partner of the firm. A copy of the registered partnership deed shall be submitted along with the tender.
5. If the tenderer is a limited company, the authority of Director or Managing Director executing the contract will be verified by **DIRECTOR, EMC**. Such authority should be vested either in the Memorandum or Articles of Association or by a Power of Attorney and Board resolution.
6. **No Joint bid will be accepted.**
7. Every tenderer must enclose with his tender **Earnest Money Deposit (EMD)** by a crossed demand draft on any nationalized or scheduled bank for a sum of Rs 12250 (Rupees Twelve two hundred and fifty only) made out in favour of **THE DIRECTOR, ENERGY MANAGEMENT CENTRE**,

Sreekariyam, Thiruvananthapuram. Earnest money will not be accepted in any other form. The Earnest Money will be refunded to the unsuccessful tenderer after intimation of rejection of the tender or at the expiry of six months from the date of tender opening, whichever is earlier. Earnest money of successful tenderers will be adjusted towards the Security that will have to be deposited satisfactory fulfilment of the contract. The Earnest Money will not carry any interest. Tenders submitted without EMD in aforesaid form will be summarily rejected. If any bidder withdraws his bid before the period fixed for acceptance or if the bidder whose bid is accepted fails to execute the Agreement and furnish the Security Deposit as called for herein, the EMD will be forfeited to EMC.

8. The tenderer shall undertake to supply materials according to the standards, and specifications.
9. The Earnest Money will be retained in the case of successful tenderer and will not carry any interest and will be dealt with as provided in the conditions of contract.
10. The tender is for an item rate contract. The tenderers should quote in figures as well as in words, the rates tendered by them for individual items. The amount for each item should be worked out and the requisite totals given. The Tenderers shall while submitting such rates for individual items shall make sure that the rates include all requisites as per the Tender Documents, Site Conditions and any direct or indirect factors that may be reasonably anticipated to affect the execution of the WORKS as intended in the Tender documents specified therein. Rates shall be held firm throughout the Contract period and no claim for escalation or variation in accepted rates shall be entertained.
11. The rates shall be inclusive of all taxes, levies and duties of local, State & Central Governments, as applicable and shall also take into account any variations that may take place during the currency of the Contract period and Energy Management Centre will not entertain any claim whatsoever in this respect. However, the Tenderers shall exclude, but separately indicate in the General summary sheet the components of VAT, Service Tax and other applicable taxes as separate items with values and the basis of arriving at such values.
12. The bidder shall submit an attested copy of PAN Card of the Authorised Signatory/Firm along with the bid. The Bidder shall enclose with the Tender all relevant and up to date Clearance Certificates from Statutory Authorities related to Income Tax, Sales Tax and Service Tax etc. Failure to comply even in part may entail rejection of the tender. If there is a tie in

the all-inclusive rates quoted among bidders, the basic price will be considered for arriving at the lowest bidder.

13. The bidder should have at least one authorised service centre/ dealer in the State of Kerala. The bidder shall submit the list of their dealer/ service centres in the State. Without service centre/dealer in the State, bid shall not be considered.
14. The tenderer whose tender is accepted shall execute an agreement with **THE DIRECTOR, ENERGY MANAGEMENT CENTRE, Sreekariyam, Thiruvananthapuram** within 15 days of acceptance of tender in the form given herein. Agreement shall be executed after submitting the Performance Security deposit (5% of contract value including EMD already furnished) in favour of DIRECTOR, EMC as D/D within 15 days from the date of issue of Letter of Intent (LOI) / Work Order (WO) whichever is earlier. Withdrawal of tender after opening of tender and before the validity period or failure to commence the work after acceptance by DIRECTOR, EMC may result in forfeiture of E.M.D. by DIRECTOR, EMC.
15. The successful Bidder shall, before signing the Agreement and within 15 days after the acceptance of this tender has been intimated to him, deposit a sum equivalent to 5 (Five) percent of the value of the contract rounded to the next multiple of hundred rupees as Performance Security Deposit for the satisfactory fulfilment of the Contract. The amount of Security may be deposited in the manner prescribed in Special Instructions of Purchase Order. If the successful Bidder fails to deposit the Security and execute the Agreement as stated above the Earnest Money deposited by him will be forfeited to EMC and the Contract advertised again at the defaulter's risk.
16. No indication of tender value shall be made in any manner in any of the enclosures, covering letter. If so, such tender is liable for rejection.
17. The tenderer shall make his own enquiries about the access to site by physical inspection of site and its surroundings, prior to the submission of Tender and shall submit, without exception, the offer, which complies fully with the requirements of all the tender documents. Failure to comply with this requirement and any misunderstanding thereof shall not entitle the supplier to make any claim to extra payment or time. The tenderer may, in addition to his offer, submit alternatives for any of the items subject to the same meeting the functional and Performance requirements and complying with the applicable BIS/International Standards & Architect's specifications.
18. The tenderer shall peruse carefully the tender notice, conditions of

contract, bills of quantities, relevant drawings, outline specifications and general conditions etc., before pricing in the quantities. All these documents shall be returned with the tender duly signed and sealed on every page as token of acceptance of the conditions.

19. Canvassing in any form will entail disqualification
20. **DIRECTOR, EMC** discourages stipulation of additional conditions by the tenderers, as they are expected to accept the various provisions and conditions in the tender documents. **No conditional tender will be accepted.**
21. **DIRECTOR, EMC** does not bind himself to accept the lowest or any tender and reserves the right to reject any tender or all the tenders - or split the scope of supply between two or more suppliers without assigning any reason therefore. But the bidders on their part should be prepared to carry out order in respect of such portion of the supplies included in their tenders as may be allotted to them. In any case the decision of the Director, EMC shall be final and no correspondence shall be entered into as to why a question was not accepted or why a portion of the item only was ordered for, etc.
22. **DIRECTOR, EMC**, reserves the right of altering and / or amending the drawings and scope of supply by additions or alternations or omissions without assigning any reason therefore.
23. The following documents should be enclosed with the tender duly signed and filled in, with company seal in each page :-

I) TENDER DOCUMENTS

Cover I

Part A: Conditions of Contract including Tender Notice, Tender Form, Articles of agreement, Tender Cost, EMD as specified shall be enclosed etc along with duly filled annexure I to VI and other relevant documents for qualification.

Part B: Technical Specifications – duly signed by the Bidder

Cover II

Financial OFFER duly filled signed by the Bidder as per Bill of Quantities.

**Director,
ENERGY MANAGEMENT CENTRE
Sreekariyam, Thiruvananthapuram**

CONTENTS FOR SUBMISSION

Part I Submission (in Cover 1)

A Signed tender documents (CoC & technical specifications) in full with qualification documents, if any

B Submission of the Proposal shall consist of following details.

- Agreement as per **Annexure 1 (in Stamp paper)**
- Cost of Tender Document (payment details)
- EMD and supporting documents for qualification as per **Annexure II**
- Declaration for Deviations as per **Annexure IV & Annexure V**
- Duly signed form as per **Annexure III,VI**
- Copy of Sales tax and income clearance certificate for last 3 years
- Copy of PAN card of the authorized signatory/Firm

Part II Submission (in Cover 2)

Part II Submission shall consist of

- **Annexure IX** - Price Bid in accordance with the commercial terms and technical specifications

**Director,
ENERGY MANAGEMENT CENTRE
Sreekariyam, Thiruvananthapuram**

Part A - CONDITIONS OF CONTRACT (CoC)

SUPPLY OF 325 NOS ENERGY EFFICIENT CEILING FAN WITH ALL ACCESSORIES FOR “ENERGY EFFICIENT SCHOOL PROGRAMME”.

SPECIAL CONDITIONS OF SUPPLY

1. **Scope:**

Scope includes Supply of 325 Nos Energy Efficient Ceiling Fan with All Accessories for the Office at the proposed EMC building.

2. **Accessories:**

The System shall be provided with all required mandatory accessories for satisfactory operation whether such accessories are specified in the specification or not.

3. **Quoted Rates:**

Quoted rates shall be firm. The rate quoted shall be inclusive of all Taxes, Duties, Octroi, Transport, loading & unloading, transit Insurance and any other local taxes & duties etc.

All the items included in the Bill of Quantities shall be supplied to the Site.

4. **Escalation :**

No escalation of the rates shall be allowed on any account whatsoever.

5. **Taxes, Duties, Octroi etc**

The rates quoted shall be inclusive of all taxes, duties including Excise Duty, Octroi, and cess thereon, etc. now in force in respect of the supply of goods / materials. However, invoices shall give complete break up of basic cost of supply and all applicable taxes thereof including VAT and Service Tax.

6. **Payment terms:**

Supply:

- ❖ 80% of the basic Price + 100% of Excise duty, Sales tax, Freight & Transit Insurance against delivery at site.
- ❖ 20% of the basic Price will be released after testing and commissioning or within 90 days from receipt of material at site in certified good condition whichever is earlier.

7. **Delivery Period:**

The delivery shall be completed within **1 month** from date of award of Purchase order. The delivery period is inclusive of any monsoon season and inclement weather.

8. Defect Liability Period.

The materials shall be guaranteed (full replacement warranty) for a period of 12 months from the date of commissioning or 15 months from the date of receipt of material in certified good condition, whichever is earlier for Ceiling Fan. This period shall be considered as Defect Liability Period.

9. Warranty

The Ceiling Fan and accessories supplied shall be warranted for a period of 12 months from the date of commissioning or 15 months from the date of material in certified good condition whichever is earlier. The supplier shall ensure to provide the following minimum services to the client during the warranty period:

Supplier is bound to repair/ replace the defective pieces within 3 days of the receipt of complaints Supplier shall repair/ replace the defective material at his own expenses to the satisfaction of the client/ consignee in the store, specified in work order, of the client during the warranty period. Warranty cards shall be duly submitted along with the delivery of materials.

10. Deductions towards retention money

Even though there will not be direct deduction of retention money from invoices, security deposit as given herein shall be treated as retention money which shall be withheld by the owner till the time the defect liability period is over or two months after the last notified defect had been rectified, whichever is later. The owner shall not pay any interest on this withheld amount.

11. Conditions and Responsibilities of the Supplier:

- i. All test certificates to be submitted as per standards
- ii. A Skilled Technical Person should be posted at site to coordinate with the Electrical contracting Agency during Installation & commissioning of Ceiling Fan
- iii. The supplier has execute an Annual maintenance Contract if required by EMC which may be mutually agreed upon later.

12. FORCE MAJEURE

Force majeure is herein defined as any cause which is beyond the control of any one of the parties, Natural phenomena, which shall include but not limited to, weather conditions (excluding monsoon), fire, explosion, floods, drought, earthquakes and epidemics, Acts of any Govt. authority, domestic or foreign, including but not limited to War, declared or undeclared, priorities, guarantees, embargoes, Licensing controls or production or distribution restrictions, disturbance in communications, strikes and lockouts, sabotage, riots, civil commotion, invasion and insurrection.

In the event that either party is prevented, wholly or in part, by any Force Majeure cause, as defined above, from performing or accepting performance by the other party, the parties hereby agree that non-performance by either party

shall not constitute default hereunder or give rise to claims of damages but will either agree to a fresh completion date by condoning the period of delay arising out of such non-performance or may by mutual consent, treat the contract as terminated.

13. Extension of Time

The **SUPPLIER** shall immediately notify **Director, EMC** in writing of any occurrence which has caused or which may cause a delay which will affect the delivery of the goods to be supplied. If the delay is caused by an act of God or Force majeure, then and only then, **SUPPLIER** may submit a claim to the **Director, EMC** for an extension of the time of the supply. The mere shortage of labour, materials or utilities shall not constitute force majeure, unless any such shortage is caused by circumstances which are themselves force majeure.

14. Liquidated Damages (Not as a Penalty) for delay

If **SUPPLIER** fails to comply their scope of supply within the agreed time schedule or extended time schedule on mutual agreement, the **SUPPLIER** shall be liable to pay a liquidated damage to the **OWNER** at 0.5% of agreed purchase value per week of delay of each section subject to a maximum of 5% (Five percent) of the agreed price.

15. Liquidated Damages – Reasonable Compensation

All sums payable by way of liquidated damages under any of the conditions shall be considered as reasonable compensation based on a genuine pre estimate of the likely loss or damages which may be sustained by the **OWNER**.

16. Insurance :

The supplier shall cover the equipment with Insurance Policy and also arrange Transit insurance at his cost as part of his quoted rates.

17. Bid Qualification Requirements

Every tenderer should submit along with his tender an Earnest Money Deposit (EMD). This may be done electronically from any of the Nationalised/Schedule Banks. The EMD of the disqualified tenders will be returned as soon as possible. The EMD of the successful tenderers shall be adjusted towards the security deposit. No interest will be paid for the earnest money deposited.

An agreement in Rs.200/- Kerala stamp paper as per the format given in Annexure - I must be submitted as a hardcopy of EMC office before the deadline for submission of tender.

Copy of work order/bills and certification from the purchaser regarding execution of the order should be submitted as a proof of executing the supply.

Documentary evidence has to be submitted in the form of certified copies of Audited Statement of Accounts/Profit and Loss Accounts or Sale tax returns statement or certification from the Statutory Auditor.

Vendor should have at least one regional service centres/authorised service provider in Trivandrum detailed list with address, contract details and proof has to be submitted. If the bidder does not have such facility at the time of tendering, an undertaking should be submitted along with the tender on Kerala Stamp paper worth Rs.200/- agreeing to set up such facility and intimate the same within 15 days of letter of intent.

Part B: TECHNICAL SPECIFICATION

SUPPLY OF 325 NOS ENERGY EFFICIENT CEILING FAN WITH ALL ACCESSORIES FOR “ENERGY EFFICIENT SCHOOL PROGRAMME”.

1.0 SCOPE.

The scope of this section comprises the supply of Ceiling Fan complete with all factory wiring, controls. The units shall conform to these specifications and shall be in accordance with Bill of Quantities.

2.0 DESIGN REQUIREMENTS.

- The total power consumption of each ceiling fan does not exceeding 50 w and having service value greater than or equal to 4.

3.0 TYPE & CAPACITY.

BEE 5 star rated Energy efficient type with 1200 mm Sweep and RPM in between 360-400.

4.0 Standard.

The Ceiling Fan shall comply with IS 374 or latest with amendments or equivalent IEC standards.

5.0 Technical specification.

5.1 Ceiling Fan for preliminary qualification.

S.No.	Parameters	Value
1.	Type:	Ceiling Fan Capacitor type
2.	Sweep	1200 mm
3.	Rpm	360-400
4.	Working Voltage	230 ± 10 %
5.	Rated Frequency	50 Hz
6.	Phase	Single Phase
7.	Bearing	Double Ball bearing
8.	Colour	White /Light Colour
9.	Warranty	1year : Product(Ceiling fan)
10.	Service	Four free service
11.	Service Value	≥4
12.	Watts	<50
13.	Star rating	5 Star

6.0 PERFORMANCE RATING.

The unit shall be selected for the lowest operating noise level. Capacity rating and power consumption with operating points clearly indicated shall be submitted with the tenders and verified at the time of testing and commissioning of the installation.

Ceiling Fan (to be provided for each model supplied)

SL NO	TECHNICAL PARTICULARS	UNITS	VENDOR SPECIFICATION
1	GENERAL INFORMATION		
	Make & Model		
	Speed	RPM	
	Type		
	Air delivery		
	Input Power	kW	
	Power Factor		
	Noise level	dB	
	Voltage	V	
	Max Freequency	HZ	
	Bearings Type		
	Service Value		
	Star Rating		
	Total Power consumption	kW	
	Power supply to be provided	V/Ph/Hz	

ANNEXURE I- AGREEMENT

ARTICLES OF AGREEMENT executed on this the _____ day of _____ Two Thousand and..... between the Energy Management Centre (hereinafter referred to as EMC) of the one part of Sri. _____ (Name and Address of the tender) hereinafter referred to as “the Bounden”) of the other part.

WHEREAS in response to the Notification No. _____ dated _____ the bounden has been submitted to EMC a tender for the _____ specified therein subject to the terms and conditions contained in the said tender.

AND WHEREAS the bounden has furnished to EMC a sum of Rs. _____ as Earnest Money Deposit for execution of the agreement undertaking the due fulfilment of the contract in case his tender is accepted by EMC.

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

In case the tender submitted by the bounden is accepted by EMC and the contract for _____ is awarded to the bounden, the bounden shall within _____ days of acceptance of his tender, execute an agreement with EMC incorporating all the terms and conditions under which EMC accepts his tender.

In case the bounden falls to execute the agreement as aforesaid incorporating the terms and conditions governing the contract, EMC shall have power and authority to recover from the bounden any loss of damages caused to EMC by such breach as may be determined by EMC by appropriating the moneys inclusive of Earnest Money deposit by the bounded and if the Earnest Money is found to be inadequate the deficit amount, may be recovered from the bounden and his properties movable and immovable in the manner hereinafter contained.

All sums found due to EMC under or by virtue of the agreement shall be recoverable from the bounden and his properties movable and immovable under the provisions of the Revenue and in such other manner as EMC may deem fit.

In witness where of Sri. _____
(Name and designation for and on behalf of EMC and
Sri. _____ bounden has hereunto set
their hands the day and year shown against their respective signature.

Signed by Sri. _____ (Date) _____

in the presence of witnesses _____

Signed by Sri _____ (Date) _____

In the presence of witnesses.

ANNEXURE II- SUMMARY OF BID QUALIFICATION REQUIREMENTS

(To be filled in by the bidder)

1	Name of the bidder	
2	Address in full	
3	Contact Details Mobile: Land Phone Fax E-mail	
4	Name and Designation of the authorised signatory	
5	Whether the bidder is a bonafide manufacturer/Registered Dealer of the Manufacturer (Yes/No)?	
6	Details of EMD submitted along with the bid in favour of Director EMC	
7	Details of Works executed previously	(Proof to be enclosed and flagged as Annexure
8	Annual turnover of the firm during last three years (Rs.)	2014 -15 2013 -14 2012 -13 (proof to be enclosed and flagged as Annexure
9	Whether offered products have sales service in Kerala? If so details	(proof and /or undertaking to be enclosed and flagged as Annexure)
10	Whether Bidder was/is De-barred by EMC (Yes/No)? If 'Yes' period of De-Barring:	
11	Agreement submitted (Yes/No)?	

Documentary evidence for all the bid qualification requirements are submitted along with this documents and the details furnished above are true and correct.

Signature:

Name:

Date:

(Office Seal)

ANNEXURE III- DECLARATION OF RELATIONSHIP WITH EMC EMPLOYEE

(to be signed and submitted by the bidder along with the bid)

Tender Notification No:
Date :
Supply of Ceiling Fan.

To
The Director
Energy Management Centre

Name of the EMC employee with Designation:

Name of the bidder related to the employee:

This is to put on record that _____
currently working as _____ in EMC is related to
_____ who is the bidder in the bid. We are aware of the
Anti-corruption policy of EMC and will observe the highest standards during
the procurement and the execution of contract and shall retain from corrupt,
fraudulent, collusive or coercive practices on competing for the contract.

Signature
Name

Date:

ANNEXURE IV- DECLARATION FOR DEVIATION

“DECLARATION FOR DEVIATION”

From

To

The Director
EMC
Thiruvananthapuram

Dear Sir,

Sub:- Bid for supply of _____ reg:

Ref:- Bid NO. _____

This has reference to your above referrer bid. As required therein we are pleased to submit out price bid for the above bid in a separate sealed cover. We have also submitted the pre-qualification bid in a separate sealed cover.

We declare that we are qualified to participate in the above – referred bid in line with your qualification requirements stipulated in the “Bid documents”. We further declare that we have brought out all over deviations to the conditions of contract stipulated in your bid documents indicating there in the cost for withdrawing the conditions in case you for such withdrawal will be limited to the amount mentioned against each deviation separately.

It is understood that the deviations to the conditions of the bid documents as have been brought out are exhaustive.

We agree and declare that irrespective of whatever has been stated elsewhere in the bid documents only those deviations that have been specifically brought out in Annexure –II to Part II hold good.

I/We have enclosed _____ proof of having deposited an amount of Rs. _____ towards Earnest Money Deposit, in a separate cover.

Thanking You,

Yours faithfully,

(Signature of Bidder)

Name

Designation

Date:

ANNEXURE V - STATEMENT OF DEVIATIONS

“STATEMENT OF DEVIATIONS”

Name of Work: Supply of _____

Tender No _____

Name and Address:

To

The Director
EMC, Thiruvananthapuram

Dear Sir,

Sub:- Deviations from bid conditions relating to bid No _____ for
the Supply _____.

In respect of whatever has been stated to the contrary anywhere else in our offer, only the following are the deviations and variations from the exception to the specifications and documents for the subject Tender No..... These deviations and variations are exhaustive, except these deviations. The entire supply will be effected as per your bid specifications and documents. Further I/We agree that additional conditions, if any, found in the offer other than those stated below, except those pertaining to any rebates offered /reductions in cost to the EMC shall not be given effect to. I / We also certify that the financial implication to these deviations if to be withdrawn has been furnished.

Signature of the tenderer

ANNEXURE VI - DECLARATION BY THE BIDDER

Ref. No **EMC/PUR/16/T-58**

Tender Notification Date: 27-01-2016

To

The Director
EMC

We, the undersigned, declare that:

1. We have examined and have no reservations to the Bidding Document, including addenda NO..... (if any)
2. We offer to supply in conformity with the Bidding Document and in accordance with the delivery schedule.
3. Our Bid shall be valid for a period of 3 months from the date fixed as deadline for the submission of tenders in accordance with the Bidding Document, and it shall remain binding upon us and may be accepted at any time before the expiration of that period.
4. If our Bid is accepted, we commit to submit a Security Deposit in the amount of 5 percent of the Contract Price for the due performance of the Contract.
5. We are not participating, as Bidders, in more than one Bid in this bidding process;
6. Our firm, its affiliates or subsidiaries, including any subcontractors or suppliers for any part of the Contract, has not been declared ineligible by the EMC or Government of Kerala.
7. We understand that this Bid, together with our written acceptance thereof included in your notification of award, shall constitute a binding contract between us, until a formal Contract is prepared and executed.
8. We will be supplying NABL/BIS certified goods satisfying the technical criteria specified in the bid.

Signature

Name

Date :

ANNEXURE -VII

**ARTICLES OF AGREEMENT
(FORMAT)**

ARTICLES OF AGREEMENT made on thisday of 2016 between **DIRECTOR, EMC** having its..... (hereinafter called "the Owner or the Employer or **DIRECTOR, EMC,** ") of the one part

And

Sri.....of and Company Limited incorporated under the.....and having its registered Office at..... (herein after called the **Contractor** or **Supplier**) of the other part.

WHEREAS the Employer is desirous of purchase of Ceiling fan with all accessories for 'Energy efficient school programme' at Sreekariyam, Thiruvananthapuram , Kerala (hereinafter called "the Work")

WHEREAS the Contractor has tendered for the supply offor the use of EMC as per Tender notification No.....Dated.....

And WHEREAS the EMC have been pleased to accept the contract in respect of the articles mentioned in the copy of order attached.

And WHEREAS the Contractor has security for the satisfactory fulfilment of this contract deposited Rs..... ie. a sum equal to..... to..... percent of the value of the contract as per Bank Draft No..... dated..... duly approved by Director, EMC.

NOW THESE PRESENTS WITNESS AND IT IS HEREBY MUTUALLY AGREED AS FOLLOWS:

1. For the consideration hereinafter mentioned the Contractor will upon and subject to the Conditions annexed carry out and complete the supply of materials shown upon and described by or referred to in the said Conditions.
2. The Employer will pay the Contractor the said contract amount Rs. (Rs. only) (herein after referred to as "the Contract Sum") or such other sum as shall become payable hereunder at the times and in the manner specified in the said Conditions.
3. The said Condition and Annexure - thereto shall be read and construed as forming part of this Agreement, and the parties hereto shall respectively abide by, submit themselves to the Conditions and perform the agreements on their parts respectively in such Conditions contained.

4. The plans, agreement, and documents mentioned herein shall form the basis of this Contract.
5. This Contract is neither a fixed Lump sum Contract nor a Piece Work Contract but is an ITEM RATE Contract to carry out Electrical supply comprising Ceiling Fan to be paid for according to actual measured quantities at the rates contained in the Schedule of Rates and Probable quantities or as provided in the said Conditions.
6. The Contractor shall undertake to supply Ceiling Fan according to the standards and specifications.
7. The Contractor shall afford every reasonable facility for the carrying out of all works relating to the provision of Electrical supply comprising Ceiling Fan, in the manner laid down in the said Conditions.
8. The approximate quantities to be supplied are shown in the copy of order Noherewith attached which shall be treated as part of this agreement as nearly as can be foreseen. But they are merely estimates of quantities that may be required for general guidance of tenders, and the EMC in no case binds itself to purchase any quantity at all during the period of contract if no necessity arises therefore but the Contractor shall supply any quantity of any article at the rate tendered by him. The Employer reserves to itself the right of altering the Drawings and nature of the work by adding to or omitting any items of supply or having portions of the same ordered without prejudice to this Contract. There shall be no limit on the scope and extent of changes that can be ordered by the Employer and the Contractor shall not be entitled to any compensation or claim due to such change (s) / Order (s) by the Employer. The Contractor will only be paid for the actual quantity of materials supplied payable at the accepted unit rates. No representation for enhancement of rates once accepted will be considered.
9. Every notice hereby required or authorised to be given may be either given to the Contractor personally or left at his residence or last known place of abode or business or may be handed over to his agent personally or may be addressed to the Contractor by Post at this usual or last known place of abode or business and if so addressed and posted shall be deemed to have been served to contractor on the date on which in the ordinary course of Post a letter is addressed and posted would reach his place of abode or business.
10. The contractor shall not assign or make over the contract or the benefits or burdens thereof or any part thereof to any other person or person or body corporate. The Contractor shall not underlet or sublet to any person or body corporate the execution of the contract or any part thereof without the consent in writing, of the EMC. The EMC shall have absolute power to refuse such consent or rescind such consent (if given) at any time if they are not satisfied with the manner in which the contract is being executed and no allowance or compensation shall be made to the Contractor or the subcontractor upon such rescission. Provided always that if such consent be given at any time, the Contractor shall not be relieved from any obligation, duty or responsibility under this contract.
11. In case the contractor becomes insolvent or goes into liquidation or makes or propose to make any assignment for the benefit of his creditors or propose any composition with his creditors for the settlement of his debts or carries on

his business or the contract under inspection on behalf of his creditors, or in case any receiving order or orders for the administration of his estate are made against him, or in case the Contractor shall commit any act of insolvency, or in case in which under any clause or clauses of this contract, the Contractor shall have rendered himself liable to damages amounting to the whole of his security deposits, the contract shall thereupon, after notice given by the Director, EMC to the Contractor, may complete the contract in such time and manner and by such person as the EMC shall think fit. But such determination of the contractor shall be without any prejudice to any right or remedy of the EMC against the Contractor or his sureties in respect of any breach of contract Committed by the Contractor.

12. All expenses and damages caused to the EMC by any breach of all or any of the terms of this contract by the Contractor shall be paid by the Contractor to the EMC and may be recovered from him.
13. The Security Deposit shall, subject to the conditions specified herein be returned to the Contractor within three months after the expiration of the contract, but in the event of any dispute arising between the EMC and the Contractor, the EMC shall be entitled to deduct out of the deposits or the balance thereof, until such dispute is determined the amount of such damages, costs, charges and expenses as may be claimed the same may also be deducted from any other sum which may be due at any time from the EMC to the Contractor.
14. The Contractor/here by declares that the goods/stores/articles sold to buyer under this contract shall be of the best quality (and workmanship) and shall be strictly in accordance with the specifications and particulars contained/mentioned in the copy of the order mentioned in clause 10 here of and the contractor/here by guarantees that the said goods/stores/articles would continue to conform to the description and quality aforesaid for a period of Days/months from the date of delivery of the said goods/stores/articles to the EMC and that notwithstanding the fact that the EMC (Inspector) may have inspected and/or approved the said goods/stores/articles, if during the aforesaid period of .days/months the said goods/stores/articles be discovered not to conform to the description and quality aforesaid or have deteriorated and the decision of the Director, EMC in that behalf will be final and conclusive the EMC will be entitled to reject the said good/stores articles or such portion thereof as may be discovered not to conform to the said description and quality. On such rejection of goods /articles /stores will be at the contractor's risk and all the provisions herein contained relating to rejection of goods etc, shall apply, The Contractor/Seller shall if so called upon to do replace the goods etc, or such portion thereof as is rejected by the EMC. Otherwise the Contractor /Seller shall pay to the EMC such damages as may arise by reason of the break of the conditions herein contained. Nothing herein contained shall prejudice any other right of the EMC in that behalf under this contract or otherwise.
15. The terms & conditions given in this agreement and/or the Order referred to in Clause 10 above, shall supersede all the terms and conditions contained in the tender/ quotation submitted by the contractor or in the covering letter forwarding the said tender/quotation. Where the contractor's terms and conditions are at variance with this agreement and/or the order for the supply, the order for supply shall prevail.
16. In case 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 from the next higher tenderer who had offered to supply already and the loss, if any, caused to the EMC shall thereby together with such sums as may be fixed by the EMC towards damages the recovered from the defaulting, tenderer.

17. Even in cases where no alternate purchase 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.

18. I/we accept all terms and conditions of the tender unconditionally

19. All payments by the Employer under this contract will be made only at Thiruvananthapuram in Indian Rupees within the specified period as
(i) Either by the EMC's cheques payable at the Government Treasuries.
(ii) Or by cheques or drafts on the Reserve or State Bank of Travancore, Trivandrum or at any of its principal branches in India.

20. All disputes arising out of or in any way connected with this agreement shall be deemed to have arisen at Thiruvananthapuram and only Courts in Thiruvananthapuram shall have jurisdiction to resolve the same.

21. That the several parts of this Contract have been read by the Contractor and fully understood by the Contractor.

If the Contractor is a partnership or an individual:

IN WITNESS WHEREOF the Employer and the Contractor have set their respective hands to these presents and hereof the day and year first hereinabove written.

If the Contractor is a Company:

IN WITNESS WHEREOF the Employer has set its hand to these presents through its duly authorized official and the Contractor has caused its common seal to be affixed hereunto and has caused these presents and hereof to be executed on its behalf, the day and year first hereinabove written.

Signature Clause

SIGNED AND DELIVERED by the.....
hand of -

Signature :

Name and Designation :

Address :

WITNESSES

1. Signature :
- Occupation :
- Address :
2. Signature :
- Occupation :
- Address :

If the party is a partnership firm or an individual should be signed by all or on behalf of all the partners.

SIGNED AND DELIVERED BY

- Signature :
- Name and Designation :
- Address :

WITNESSES

1. Signature :
- Occupation :
- Address :
2. Signature :
- Occupation :
- Address :

The COMMON SEAL OF..... was hereunto affixed pursuant to the resolutions passed by its Board of Directors at the meeting held on

In the presence of :

1. Name and Designation :

2. Name and Designation :

If the Contractor signs under its common seal, the signature clause should correspond with the sealing clause in the Articles of Association.

Directors who have signed these presents in token thereof in the presence of :

1. Name and Designation :

2. Name and Designation :

If the Contractor signing by the hand of power of attorney, whether a company or individual.

SIGNED AND DELIVERED BY the Contract by the hand of Shriand duly constituted attorney.

ANNEXURE - VIII

Proforma of Performance Bank Guarantee

1. WHEREAS **DIRECTOR, EMC**, Thiruvananthapuram, (hereinafter called "the **OWNER**") has awarded the contract for construction of

(hereinafter called the "the **SUPPLIER**").

2. AND WHEREAS the **SUPPLIER** is bound by the said contract to submit to the **OWNER** a Performance Guarantee towards defect liability for a total amount of Rupees

(Rs.....).

3. NOW WE THE UNDERSIGNED

Being fully authorised to sign and to incur obligations for and on behalf of and in the name of (full name of Bank) hereby declare that the said Bank will Guarantee the **OWNER** the full amount of Rupees

(Rs.....)as stated above.

4. The Bank is engaged to pay the **OWNER** any amount up to and inclusive of the aforementioned full amount upon written order from the **OWNER** to indemnify the **OWNER** for any liability or damage resulting from any defects or shortcomings of the **SUPPLIER** or the debts he may have incurred to any parties involved in the **Supply of Ceiling Fan** the contract mentioned above, whether these defects or shortcomings or debts are actual or estimated or expected. The Bank will deliver the money required by the **OWNER** immediately on demand without delay and without reference to the **SUPPLIER** and without the necessity of a previous notice or of judicial or administrative procedures and without it being necessary to prove to the Bank the defects or shortcomings or debts of the **SUPPLIER** or the failure of the **SUPPLIER** to perform his obligations in accordance with the Contract.

5. This guarantee is valid for the contract period of 12 (Twelve) months from the date of commissioning or 15 (Fifteen) months from the date of delivery of materials at site in certified good Condition whichever is later.

6. At any time during the period in which this guarantee is valid if the **OWNER** agrees to grant a time extension to the **SUPPLIER** or if the **SUPPLIER** fails to complete the **Supply of Ceiling Fan** the time of completion as stated in the Contract, or will fail to discharge himself of the liability or damages as stated

under 4 above, it is understood that the Bank will extend this Guarantee under the same conditions for the required time at the cost of the **SUPPLIER**.

7. Until the OWNER has issued an instruction to the effect that this guarantee can be released, notwithstanding the validity period as stated under clause 5 above, the validity shall be extended under the same conditions of successive periods of three (3) calendar months at a time. Appropriate extension sheets shall be forwarded to the **OWNER**.

IN WITNESS WHEREOF I/We of the Bank signed and sealed this guarantee on the day of 2016 being herewith duly authorised by (Name of the Bank).

Witness

For and on behalf of the Bank

Name

Designation

Address

Annexure IX

Sl No	Supply ,documentation, warranty obligation inclusive of all taxes and duties for Energy efficient BEE 5star rated Ceiling fan satisfying all technical specification mentioned elsewhere in the tender	Units	Quantity	Taxes and Duties	Total Amount (In Figures and Words)
1	BEE 5 star rated energy efficient Ceiling Fan				

Signature of the bidder