

# ENERGY MANAGEMENT CENTRE-KERALA (EMC)

SREEKARIYAM, THIRUVANANTHAPURAM – 695017

## NOTICE INVITING TENDER

### **Supply, Installation and commissioning of 1kW Tugro Impluse turbine at Idukki district**

Sealed tenders are invited from reputed manufacturers / authorized dealers Fabrication Supply, Installation and commissioning of 1kW Tugro Impluse turbine at Idukki district, .as specified in the tender document.

Tender no: EMC/SHP/2017/F4/T01 dated 09.03.2018.

**Name of work:** Supply, Installation and commissioning of 1kW Tugro Impluse turbine at Idukki Distict.

**Scope of work:** Supply, Installation and commissioning of 1kW Tugro Impluse turbine at Idukki District. Work Includes procurement of all material labor etc for successful completion of this work.

**Cost of tender document:** Rs.400/- plus GST @ 12 % to be paid as DD in favour of Director, EMC along with the submission of tender.

Last date and time of receipt of tender: 15.03.2018 at 15.00 hrs.

Probable Amount of Contract: Rs. 1,60,000/-

**EMD:** Rs.4000/- as DD in favour of - Director, Energy Management Centre, payable at Thiruvananthapuram

**Period of completion:** One calendar month from the date of Work Order (W.O)

The tenderer shall quote the total rate inclusive of all taxes, GST, duties and levies, loading and unloading charges, freight, and 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 Energy Management Centre (EMC), Sreekariyam, Thiruvananthapuram, website [www.keralaenergy.gov.in](http://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 “Fabrication Supply and installation of Cupboards at Energy Management Centre Green Building, Sreekrishna Nagar, Sreekariyam. ”, on or before 15.03.2018, 3.00 pm and the tender opening will be on 15.03.2018, 05.00 pm.

Thiruvananthapuram  
09.03.2018

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

Director, EMC

Supplier

FORM OF TENDER

(To be submitted in Kerala State stamp paper worth Rs. 200/-)

From

To

DIRECTOR  
Energy Management Centre - Kerala  
Sreekrishna Nagar, Sreekariyam P.O,  
Thiruvananthapuram,  
Kerala - 695 017

Sir,

Having examined the specifications and tender schedule, schedule of work and having acquired the requisite information relating to the tender in all respects, I/We \_\_\_\_\_ hereby offer to execute the work as specified in this tender at the rates mentioned in the schedule of work attached in accordance with the specifications, conditions of the tender, the articles of the agreements and such other materials as may be prescribed from time to time.

Should this tender for ..... be accepted, I/We hereby agree to abide by and fulfill the terms and provisions of the said conditions of contract annexed hereto so far as they may be applicable or in default thereof to forfeit the E.M.D. and pay the Energy Management Centre - Kerala, the amount mentioned in the said conditions.

I/we ..... have deposited a sum Rs. ..../- ( Rupees .....only) as EMD in the form of crossed demand draft in favour of the Director, Energy Management Centre - Kerala, payable at Thiruvananthapuram. Should I/we fail to execute the agreement when called upon to do so, or

Director, EMC

Supplier

to commence work as provided in the conditions, I/we do hereby agree that the Energy Management Centre - Kerala shall without prejudice to any right or remedy be at liberty to forfeit the EMD absolutely and also recover from me /us the entire loss that may be caused to the Energy Management Centre - Kerala by retender arrangement of the work otherwise, under the provisions of Revenue Recovery Act or otherwise.

I/we agree that arbitration shall not be a means of settlement of any dispute or claim arising out of this contract.

Signature of the tenderer

Full Name and address:

Details of EMD:

DD No \_\_\_\_\_ dtd \_\_\_\_\_ for Rs. \_\_\_\_\_ drawn on \_\_\_\_\_.

## **Section -1 - General Instructions and Terms and Conditions of the Contract**

### 1. Submission of tender

Tender shall be submitted in sealed covers super scribing the name of the tender as Tender No. EMC/SHP/2017/F4/T-01 and shall contain the following.

(a) Complete set of Tender documents as issued by EMC, together with addenda/corrigenda if any, filled in and signed by the tenderer, with address stamps/seals wherever stipulated.

(b) **Earnest money deposit** of Rs.4000/- (Rupees Four Thousand only) and **Cost of tender** in the form of crossed demand draft drawn in favour of, “The Director, Energy Management Centre, Thiruvananthapuram” payable at Thiruvananthapuram.

The offer shall be valid for a period of 30 days from the date of opening of the tender. Tender not accompanied by Demand Drafts for Cost of tender and E.M.D. shall be rejected as non- responsive.

### 2. Acceptance / Rejection of tenders

The tenders submitted after the stipulated time of submission shall be rejected. The tenders not submitted in the prescribed forms, not duly signed at the places marked, incomplete/torn off tender forms etc. shall be rejected. The Director, Energy Management Centre, reserves the right to accept or reject any of the tenders without assigning any reasons thereof. Becoming the lowest offered party does not entitle a tender to award the work. Apart from cost, quality of work, durability, track record of the supplier etc. will also be considered for awarding the supply.

### 3. Performance Security

The EMD will be considered as the performance security. The performance security will be discharged by EMC and returned to the tenderer not later than 30 days from the Completion of work.

### 4. Eligible Bidders

3.1 This invitation for Bids is open to all eligible bidders as per the eligibility criteria of this bidding document and that possess necessary license / certificate issued by Competent Authorities.

## 5. Amendment of Bidding Documents

4.1 At any time prior to the deadline for submission of bids, EMC may, for any reason, whether at its own initiative or in response to a clarification requested by a prospective Bidder, modify the Bidding Documents by amendment.

4.2 The amendment will be notified in the website and will be binding on all the bidders who submit the tender document.

4.3 In order to afford prospective Bidders reasonable time in which to take the amendment into account in preparing their bids, EMC may, at its discretion, extend the deadline for the submission of bids.

## 6. Documents comprising the Bid

The bid prepared by the Bidder shall comprise the following components:

- a) A Bid Form and a Price Schedule completed in accordance with the relevant clauses.
- b) Documentary evidence established in accordance with the relevant clause that the Bidder is eligible to bid and is qualified to perform the contract if bid is accepted.
- c) Documentary evidence established in accordance with the relevant clause that the goods and ancillary services to be supplied by the Bidder are eligible goods and services and conform to the Bidding Documents; and
- d) Bid security (Earnest Money Deposit) furnished in accordance with relevant clause.

## 7. Bid Prices

7.1 Unless stated otherwise in the bidding documents, the contract shall be for the Fabrication Supply and installation of Cupboards at Energy Management Centre Green Building, Sreekrishna Nagar, Sreekariyam as described in the invitation for bid based on the schedule of unit rates and prices submitted by the bidder.

7.2 The bidder shall fill in rates and prices for all items described in the Schedule of quantities, whether quantities are stated or not. Items against which no rate is entered by the bidder shall not be paid for by EMC when executed and shall be deemed to have covered by the other rates in the schedule of quantities.

7.3 All duties, taxes and other levies for supply, testing and commissioning, including loading and unloading charges as well as that for the erection shall be payable by the bidder under the

contract shall be included in the rate and the prices and total bid price submitted by the bidder and evaluation and the comparison of bids by EMC shall be made accordingly. Service tax will not be paid extra and the same as applicable shall be included in the quoted price.

7.4 Fixed price: The rates and prices quoted by the bidder shall be fixed for the duration of the contract and shall not be subjected to adjustment on any account.

7.5 Price adjustment: Rates and prices quoted by the bidder shall not be subject to adjustment during performance of the contract to reflect change in the costs of labour and material components.

8. Bid Currencies: For all goods and services covered in this Bidding Document, prices shall be quoted in Indian Rupees only.

9. Documents Establishing Bidders' Eligibility and qualifications.

9.1 Pursuant to clause 9, the Bidder shall furnish, as part of its bid, documents establishing the Bidder's eligibility to bid and its qualification to perform the Contract if its bid is accepted. For the purpose of this bidder shall meet the following qualification criteria as a minimum.

a) The bidder should be in business as manufacturer/Dealer/Distributor for *measurement instruments*, for a minimum period of three years at the time of bid opening in the same name and style.

b) The bidder shall have completed at least 10 supply of sophisticated equipments during the last three years.

c) The bidder's average annual financial turnover in the same name and style during the last three years shall not be less than the 15 lakhs in a year as specified in the Invitation to Bid.

d) The bidder should have after sale service support in India

9.2 Joint Venture of two or more firms as partners shall not be accepted.

9.3 The documentary evidence of the Bidder's qualifications to perform the Contract if its bid is accepted shall be established to EMC's satisfaction that, the Bidder has the financial and business capability necessary to perform the Contract.

To this end, all bids submitted shall include the following information.



Duly attested copies of Manufacturing/ Industrial license/Authorization letter for Dealer, Sales tax registration and documents defining the constitution or legal status, place of registration and principal place of business of the company or firm or partnership etc.

Details of experience and past performance of the bidder on supply of similar item and capacity within the past 3 years and details of current contracts in hand and other commitments; (Name of item , Contract reference, Name and detailed postal address of client, value of item, date of supply etc. are to be furnished).

Qualification and experience of key personnel for successful execution of the contract (both on and off site)

Report of financial standing of the Bidder such as Profit and Loss Statements, Balance Sheets and Auditor's Report of the past Three years.

Copy of latest Income tax clearance certificate, PAN card and GST registration.

Copy of license/certificate issued by competent authorities if applicable.

#### 10. Award criteria

EMC shall award the contract to the bidder whose bid has been determined to be substantially responsive to the bidding documents and who has offered the lowest.

#### 11. EMC's right to vary quantities at time of award

EMC reserves the right at the time of award of contract to increase or decrease the quantity of goods and services specified in the schedule of requirement without any change in unit price or other terms and conditions.

#### 12. EMC's Right to Accept Any Bid and to Reject Any or All Bids.

EMC reserves the right to accept or reject any bid, and to annul the bidding 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 EMC's action.

#### 13. Notification of Award.

13.1 Prior to expiry of the period of bid validity prescribed in the bid documents EMC will notify the successful bidder by work order confirmed in writing that his bid has been accepted.

13.2 The notification of the award will constitute the formation of the Contract

#### 14. Standards

The Goods supplied under this Contract shall conform to the standards mentioned in the Technical specifications, and, when no applicable standard is mentioned, to the Indian Standards.

#### 15. Patent Rights

The Contractor shall indemnify EMC against all third-party claims of infringement of patent, trademark or industrial design rights arising from use of the goods or any part thereof in India.

#### 16. Inspection and Tests

16.1 EMC or its representatives shall have the right to inspect and/or test the Goods to confirm their conformity to the Contract. The Technical Specifications shall specify what inspections and tests EMC requires and where they are to be conducted. EMC shall notify the Supplier in writing of the identity of any representatives, if retained for these purposes.

16.2 The Inspections and tests may be conducted on the premises of the contractor or its subcontractor(s), at point of delivery and/or at the Good's final destination. Where conducted on the premises of the Contractor or its sub contractor(s), all reasonable facilities and assistance-including access to drawing and production data-shall be furnished to the inspectors at no charge to EMC. In case of any defects of deficiency notified by EMC's inspection authority, the Contractor will rectify and make good the same without delay and not proceed further processing of such item(s) of Goods without obtaining approval from the inspection authority.

16.3 Should any inspected or tested Goods fail to conform to the specifications, EMC may reject them and the Contractor shall either replace the rejected Goods or make all alternations necessary to meet specification requirements free of cost to EMC.

16.4 EMC's right to inspect, test and, where necessary, reject the goods after the Goods' arrival at Destination shall in no way be limited or waived by reason of the Goods having previous been inspected, tested and passed by EMC or its representative prior to the Goods shipment from the country of origin.

Nothing in Clause 16 shall in any way release the Contractor from any warranty or other obligations under the Contract.

#### 17. Packing and Marking

17.1 The Contractor shall provide such packing of the Goods as is required to prevent their damage or deterioration during transit to their final destination as indicated in the Contract. The packing shall be sufficient to withstand, without limitation, rough handling during transit and exposure to temperature, salt and precipitation during transit and open storage. Packing case size and weights shall take into consideration, where appropriate, the remoteness of the Goods' final destination and the absence of heavy handling facilities at all points in transit.

17.2 The packing, marking and documents within and outside the packages shall comply strictly with such special requirements as shall be expressly provided for in the Contract and, in any subsequent instructions ordered by EMC.

17.3 Each package shall be marked to indicate.

- |                               |                                    |
|-------------------------------|------------------------------------|
| a. Name of the Contractor     | b. Details of items in the package |
| c. Name of the Consignee      | d. Work order Number               |
| e. Gross, net and tare weight | f. Destination                     |

#### 18 Delivery and Documents

Delivery of the goods shall be made by the Contractor in accordance with the terms specified by EMC in its Conditions of Contract as follows

Original and four copies of

- i. The Contractor's invoice showing work Order No., Goods description, quantity, unit price, total amount;
- ii. Delivery note/packing list/lorry receipt;
- iii. Manufacturer's/Contractor's guarantee certificate in case applicable;
- iv. Inspection Certificate issued by the nominated inspection agency, and the Contractor's factory inspection report;
- v. Certificate of origin;

- vi. Insurance policy;
- vii. Excise gate pass/octroi receipts, wherever applicable, duly sealed indicating payments made; and
- viii. Any other document evidencing payment of statutory levies.

**Note:** The nomenclature used for the item description in the invoice/s, packing list/s and delivery note/s etc. should be identical to that used in the work order. The dispatch particulars including name of transporter, LR No. and date should also be mentioned in the invoices.

## 19 Insurance

- 19.1 The goods supplied under the Contract shall be fully insured in Indian Rupees against loss or damage incidental to manufacture or acquisition, transportation, storage and delivery in the manner specified in the Conditions of Contract.
- 19.2 Where delivery of the Goods is required by EMC on a CIF basis, the Contractor shall arrange and pay for marine insurance naming EMC as the beneficiary.
- 19.3 The Contractor shall provide a copy of the insurance policy along with invoice to EMC who will make arrangements to extend the validity of the policy, if necessary.
- 19.4 The Contractor shall
  - a. Initiate and pursue claim till settlement, and
  - b. Prompt make arrangements for repair and/or replacement of any damaged item/s irrespective of settlement of claim by the underwriters.

## 20. Transportation

- 20.1 The Contractor is required under the Contract to deliver the Goods for Destination, specified in the Schedule of requirement. Transport of the Goods to the destination shall be arranged and paid for by the Contractor and the cost thereof, including loading and unloading shall be included in the contract price.
- 20.2 Where the Contractor is required to affect delivery under any other terms, for example, by post or to another address in the source country, the Contractor shall be required to meet all transport and storage expenses until delivery.

20.3 In all the above cases, transportation of the Goods after delivery shall be the responsibility of EMC.

## 21. Incidental Services

21.1 As specified in the conditions of Contract, the Contractor may be required to provide any or all of the following services:

a. Performance or supervision of on-site assembly and/or start-up of the supplied goods

b. Furnishing of tools required for assembly and/or maintenance of the supplied goods

c. Furnishing of a detailed operations and maintenance manual for each appropriate unit of the supplied goods

d. Performance or supervision or maintenance and/or repair of the supplied Goods for a period of time agreed by the parties, provided that this service shall not relieve the Contractor of any warranty obligations under this Contract

e. Conduct of training of EMC's personnel, at the Contractor's plant and/or on-site in assembly, start-up operation, maintenance and/or repair of the supplied goods.

21.2 Prices charged by the Contractor for the preceding incidental services, if not included in the price for the Goods, shall be agreed upon in advance by the parties and shall not exceed the prevailing rates charged from other parties by the Contractor for similar services.

## 22. Spare Parts

As specified in the tender the Supplier may be required to provide any or all of the information pertaining to spare parts manufactured or distributed by the supplier. Supplier shall carry sufficient inventories to assure ex-stock supply of consumable spares for the Goods. Other main spare parts and components shall be supplied as promptly as possible but without affecting the performance of equipment.

### **After Sales Service:**

After sales service center should be available at the country of Institution Complaints should be attended properly, maximum within 7 days. The service should be provided directly by Bidder/ Indian Agent.

#### **23. Warranty/Guarantee/ Defect liability period**

- 23.1 The Contractor warrants that the Goods supplied under the Contract are new, unused, of the most recent or current models and incorporate all recent improvements in design and materials unless provided otherwise in the contract. The Contractor further warrants that the Goods supplied under this Contract shall have no defect arising from design, materials or workmanship (Except in so far as the design or material is required by EMC's Specification) or from any act or omission of the Contractor, that may develop under normal use of the supplied Goods in the conditions obtaining in the country of final destination. The Contractor also guarantees that the Goods supplied shall perform satisfactorily as per the designed/rated/installed capacity as provided for in the Contract.
- 23.2 This warranty/guarantee/ defect liability period shall remain valid for 12 months after the Goods, or any portion thereof as the case may be, have been delivered and commissioned to the final destination indicated in the Contract.
- 23.3 EMC shall promptly notify the Contractor in writing of any claims arising under this warranty.
- 23.4 Upon receipt of such notice, the Contractor shall, with all reasonable speed, repair or replace the defective Goods or parts thereof, without costs to EMC.
- 23.5 If the Contractor, having been notified, fails to remedy the defect(s) within a reasonable period, EMC 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 EMC may have against the Contractor under the Contract.
- 23.6 This warranty/guarantee shall not cover any damage/s resulting from normal wear and tear or improper handling by EMC or its authorized representatives.
- 23.7 In case of installation and commissioning contracts, the Contractor shall guarantee the complete installation for satisfactory performance for a minimum period of twelve

months from the date of commissioning. The Contractor at his own cost shall rectify any defect arising out the faulty installation or use of substandard material or workmanship.

- 23.8 All maintenance and repairs during the warranty period should be attended at site of installation. Any request to send the equipment or part to any place will not be entertained at EMC's expenses. Any defect to the equipment during the warranty period should be rectified within 7 days from the date of receipt of the Energy Management Centre's communication. Details of the supplier's service support facilities available in Kerala may be indicated in the tender.

#### 24. Payment Terms

- 24.1 The method and conditions of payment to be made to the Contractor

- A. Stage I: 90 % of the agreed rates shall be paid on successful supply installation and commissioning of the project.
- B. Stage III: 10% payment shall be retained as part of the retention money. The retention money, Retention Money will be released on successful completion of the defect liability period of one year, after adjusting liabilities, if any, upon certification of the Engineer-in-charge.

- 24.2 The Contractor's request(s) for payment shall be made to EMC in writing, accompanied by an invoice describing, as appropriate, the Goods delivered and Services performed, and by shipping documents, and fulfilment of other obligations stipulated in the Contract.

- 24.3 Payments shall be made promptly by EMC within thirty days of submission of an invoice/claim by the Contractor

- 24.4 The currency in which payment is made to the Contractor under this Contract shall be Indian Rupees.

#### 25. Prices

Prices charged by the Contractor for Goods delivered and Services, if any performed under the Contract shall not, vary from the prices quoted by the Contractor in its bid.

## 26. Assignment

The Contractor shall not assign, in whole or in part, its obligations to perform under the Contract, except with EMC's prior written consent.

## 27. Subcontracts

The contractor shall notify EMC 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.

## 28. Delays in the Contractor's Performance

28.1 Delivery of the Goods and performance of services shall be made by the Contractor in accordance with the time schedule specified by EMC in its Schedule of Requirements.

28.2 An unexcused delay by the Contractor in the performance of its delivery obligations shall render the Contractor liable to any or all of the following sanctions: forfeiture of its performance security, imposition of liquidated damages and/or termination of the Contract for default.

28.3 If any time during performance of the contract, the contractor or its subcontractor(s) should encounter conditions impeding timely delivery of the Goods and performance of Services, Contractor shall promptly notify EMC in writing of the fact of delay, its likely duration and its cause(s). As soon as practicable after receipt of the Contractor's notice, EMC shall evaluate the situation and may at its discretion extend the Contractor's time for performance, in which case the extension shall be ratified by the parties by amendment of the Contract.

## 29. Liquidated Damages

29.1 If the Contractor fails to deliver any or all of the Goods or perform the Services within the time period(s) specified in the Contract, EMC shall, without prejudice to its other remedies under the Contract, deduct from the Contract price, as liquidated damages, a sum equivalent to: 0.25% of the full contract value for each week of delay

The total amount so deducted shall not exceed 5% of the Contract value. Once the maximum is reached, EMC may consider termination of the Contract.



29.2 Any incremental taxes and levies on account of delay in performance of the Contract by the Contractor shall be to the Contractor's account.

### 30. Termination for Default

30.1 EMC 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;

- a. If the Contractor fails to deliver any or all of the Goods within the time period(s) specified in the Contract, or any extension thereof granted by EMC;

OR

- b. If the Contractor fails to perform any other obligation(s) under the Contract.

30.2 In the event EMC terminate the Contract in whole or in part, pursuant to above EMC may procure upon such terms and in such manner, as it deems appropriate, Goods similar to those undelivered, and the Contractor shall be liable to EMC for any excess costs for such similar Goods. However, the contractor shall continue performance of the Contract to the extent not terminated.

30.3 Consequent to such termination of Contract, EMC shall recover the advance paid, if any, to the Contractor along with interest @ 18% per annum compounded quarterly on the last day of March, June, September and December on the advance paid for the entire period for which the advance was retained by the Contractor

### 31. Force Majeure

31.1 Notwithstanding the provisions of Clauses 27, 28, 29, the Contractor shall not be liable for forfeiture of its performance security, liquidated damages or termination for default, if and to the extent that, its delay in performance or other failure to perform its obligations under the Contract is the result of an event of Force Majeure.

31.2 For purposes of this clause, "force Majeure" means an event beyond the control of 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 EMC either in its sovereign or contractual capacity, wars or revolutions, fires, floods, epidemics, quarantine restrictions and freight embargoes.

31.3 If a Force Majeure situation arises, the Contractor shall promptly notify EMC in writing of such condition and the cause thereof. Unless otherwise directed by EMC in

writing, the Contractor shall continue to perform its obligations under the Contract as far as is reasonably practical, and shall seek all reasonable alternative means for performance not prevented by the Force Majeure event.

### 32. Termination for Insolvency

- a. EMC may at any time terminate the Contractor by giving written notice to the Contractor, without compensation to the Contractor if; The Contractor becomes bankrupt or otherwise insolvent
- b. The Contractor being a Company is wound up voluntarily by the order of a Court, receiver, liquidator or Manger appointed on behalf of the debenture holders or circumstances shall have arisen which entitle the court or debenture holders to appoint a receiver liquidator or a Manager, provided that such termination will not prejudice or affect any right of action or remedy which has accrued or will accrue thereafter to EMC.

### 33. Termination for Convenience

33.1 EMC may send written notice to Contractor to terminate the Contract, in whole or in part, at any time for its convenience. The notice of termination shall specify that termination is for EMC's convenience, the extent to which performance of work under the Contract is terminated, and the date upon which such termination becomes effective.

33.2 The Goods that is complete and ready for shipment within 30 days after the Contractor's receipt of notice of termination shall be purchased by EMC at the Contract terms and prices. For the remaining Goods, EMC may elect:

- a. To have any portion completed and delivered at the Contract terms and prices; and/or
- b. To cancel the remainder and pay to the Contractor an agreed amount for partially completed
- c. Goods and for materials and parts previously procured by the Contractor.

### 34. Resolution of Disputes

In case of any dispute, the matter will be referred to the Executive Committee of EMC headed by Principal Secretary, Power Department, Government of Kerala whose decision shall be binding on both parties.

### 35. Applicable law

The Contract shall be interpreted in accordance with the laws of the Union of India and shall have jurisdiction of courts of Trivandrum

### 36. Notices

Any notice given by one party to the other pursuant to the Contract shall be sent in writing or by telegram or mail/cable and confirmed in writing to the address specified for that purpose in the Conditions of Contract. For the purpose of all the notices, the following shall be the address of EMC and Contractor. EMC: Energy Management Centre, Sreekrishna Nagar, Sreekariyam P.O, Thiruvananthapuram-695 017 & Contractor: Address of the Tenderer mentioned in the issue letter of tender document with whom the work has been awarded. A notice shall be effective when delivered or on the notice's effective date, whichever is later.

### 37. Taxes& Duties

37.1 The contractor shall be entirely responsible for all taxes, duties, levies, license fees etc. including unloading until delivery of the contracted Goods, including supply, positioning, testing and commissioning, to EMC.

37.2 The Contractor shall be liable to pay all corporate taxes, income tax, Entry tax at check post, Contribution to Employee's Provident Fund, GST on works contract (if any), GST and other taxes that shall be levied according to the laws and regulations applicable from time to time in India and Kerala and the price bid by the Contractor shall include all such taxes. Whenever the laws and regulations require deduction of such taxes at the source of payment, EMC shall effect such deductions from the payment due to the Contractor. The remittance of amounts so deducted and issuance of certificate for such deductions shall be made by EMC as per the laws and regulations in force. Nothing in the Contract, shall relive the Contractor from his responsibility to pay any tax that may be levied in India on income and profits made by the Contractor from his responsibility to pay any tax that may be levied in India on income and profits made by the Contractor in respect of the Contract. The Contractor's staff, personnel and labour will be liable to pay personal income taxes in India in respect of such of their salaries and wages as are chargeable under the laws and regulations for the time being in force, and the Contractor shall perform such duties in regard to such deductions thereof as may be imposed on him by such laws and regulations.

### 38. Right to use defective equipment

If after delivery, acceptance and installation and within the guarantee and warranty period, the operation or use of the equipment proves to be unsatisfactory, EMC shall have the right to continue to operate or use such equipment until rectifications of defects, errors or omission by repair or by partial or complete replacement is made without interfering with EMC's

### 39. Agreement for the work.

Within 30 days of receipt of the letter of award, the bidder has to execute an agreement with EMC for the due fulfillment of the contract in the prescribed format, along with a security deposit of 5% of the contract value in the form of Demand Draft, in favour of the Director, Energy Management Centre, payable at Trivandrum or by way of Bank Guarantee from any Nationalized bank in the approved format. The EMD submitted by all the tenders will be released upon executing the agreement by the successful tenderer. The security deposit vide this clause will be released after successful compliance to the tender conditions, and on certification of the representative of EMC and/or Project consultant appointed by EMC for managing the work.

40. Withdrawals of the offer after it is accepted or failure to arrange the work within a specified time or according to specifications will entail cancellation of the order and work being made at the offers expenses from elsewhere, any loss incurred thereby being payable

by the defaulting party. In such an event EMC reserve the right to remove the defaulter's name from the list of EMC's vendors list and to report to the Government for blacklisting the tenderer in Government works permanently or for a specified number of years.

41. The rates quoted shall be firm for a period of 30 days from the date of opening of the tender. Rates offered shall be inclusive of all taxes & duties in force. The quantities mentioned in the schedule of works are tentative, and payments will be made on actual quantities of work completed based on the actual measurements at site. No claim, whatsoever, will be entertained due to variation of quantities, wastage in material utilization, or any other reasons. No representation for enhancement of price will be considered during the currency of the contract, or after the completion.

#### 42. Contractor's Responsibility

Without repugnance to any other condition, it shall be the responsibility of the CONTRACTOR to supply the item as per the requirement of EMC and get it approved from the Engineer in charge.

## **SECTION - 2 - TECHNICAL SPECIFICATION**

**Scope of work:** Supply, Installation and commissioning of 1kW Tugro Impluse turbine at Idukki District.

**Type of Turbine generator set:** Tugo Impluse

**Head:** Turbine will be compatible to work between 10 m to 25 m head

**Output:** the output of the turbine should be 1 kW

**SECTION -3 - SCHEDULE OF SUPPLY**

Name of work: Supply, Installation and commissioning of 1kW Tugro Impluse turbine at Idukki District.

**SPECIFICATION FOR WORK**

<b>Sl.No.</b>	<b>DESCRIPTION OF WORK</b>	<b>QTY</b>	<b>Rate (in Rs.)</b>	<b>Amount (in Rs.)</b>
<b>1</b>	Supply, Installation and commissioning of 1kW Tugro Impluse turbine at Idukki District. The quoted rate should include all the material labour and installation charges.	1 set		
<b>2</b>	GST, other taxes, duties etc. if any			
	<b>Grand total inclusive of all taxes and duties</b>			
<b>Grand Total in words .....</b>				
<b>.....Only</b>				

Undertaking:

I/we hereby agree to execute the above works at the quoted rates, in accordance with the terms and conditions of the tender. Should I/we fail to execute the agreement, or execute the work after the work is awarded, I/we have no objection in EMC forfeiting the EMD remitted for the work by me/us.

Place:

Signature:

Date:

Name & address of the Supplier

Director, EMC

Supplier

**Bounden Agreement**  
**(To be produced in Kerala Govt Stamp Paper worth Rs. 200/-)**

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 fulfillment 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. \_\_\_\_\_



## Declaration of Relationship with EMC employee

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

Tender Notification No:

Date :

Name of work: \_\_\_\_\_

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 refrain from corrupt, fraudulent, collusive or coercive practices on competing for the contract.

Signature

Name

Date:

Director, EMC

Supplier

## Articles of Agreement (Format)

Annexure- I

ARTICLES OF AGREEMENT made on this ....day of..... 2018 between **DIRECTOR, EMC** having it's..... (Hereinafter called "the Owner 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 **Supplier** or **Supplier**) of the other part.

WHEREAS the Employer is desirous of supplying non contact type water surface velocity radar in the Green building at EMC campus at Sreekariyam, Thiruvananthapuram , Kerala (hereinafter called "the work") and has caused Schedule of Quantities showing and describing the work to be done as prepared by **DIRECTOR, EMC** .

WHEREAS the Supplier has tendered for the ..... for the use of EMC as per Tender notification No.....Dated.....

And WHEREAS the EMC have been pleased to accept the contract as per work Order No.....in respect of the work mentioned in the copy of order attached.

And WHEREAS the Supplier has security for the satisfactory fulfillment 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:

For the consideration hereinafter mentioned, the Supplier, will upon and subject to the conditions annexed, carry out and complete the said work shown upon and described by or referred to in the said Conditions.

The Employer will pay the Supplier the said contract amount Rs.....

(Rs. .... only) (Hereinafter 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.

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.

The agreement, and documents mentioned herein shall form the basis of this Contract.

The period of completion of work shall be 1 months from the date of issue of Work Order.

The Contract documents among other things consist of this agreement on stamp paper.

Bid document consisting of

- Volume I-Conditions of Contract, Instruction to supplier and Technical Specifications
- Volume II-Schedule of Technical particulars and prices

Director, EMC

Supplier

Corrections and amendments to the specifications and conditions of contract included in the above volume. Annexure, if any, to the above volume containing the change in specifications and conditions of contract arrived at after mutual negotiations before awarding the work.

This Contract is neither a fixed Lump sum Contract nor a Piece Work Contract but is an ITEM RATE Contract to carry out the supplying of non contact type water surface velocity radar at EMC campus, to be paid for according to the rates contained in the Schedule of Rates and Probable quantities or as provided in the said Conditions.

The Supplier shall undertake to execute the 'work' according to the standard samples and specifications. In other cases he should send samples to conform to the description given in the schedule when required to do so approved samples will not be paid for and shall become the property of the EMC, but may at the discretion of the EMC be returned to the Supplier whose tender is accepted on the completion of his contract. All samples must be clearly labelled to show to what particular items tendered for they relate and should be of sufficient size and quantity to enable the Director, EMC to compare supplies therewith.

The Supplier shall afford every reasonable facility for the carrying out Supply of non contact type water surface velocity radar at EMC campus, in the manner laid down in the said Conditions.

The approximate quantities to be supplied are shown in the copy of order No ..... herewith 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 Supplier shall supply any quantity of any article at the rate tendered by him. The Employer reserves to itself the right of altering the quantity of items for supply 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 Supplier shall not be entitled to any compensation or claim due to such change (s) / Order (s) by the Employer. The Supplier will only be paid for the actual quantity of items supplied payable at the accepted unit rates. No representation for enhancement of rates once accepted will be considered.

Every notice hereby required or authorised to be given may be either given to the Supplier 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 Supplier 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 supplier 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.

The supplier 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 Supplier 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 Supplier or the sub supplier upon such rescission. Provided always that if such consent be given at any time, the Supplier shall not be relieved from any obligation, duty or responsibility under this contract.

In case the supplier 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 Supplier shall commit any act of insolvency, or in case in which under any clause or clauses of this contract, the Supplier 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 Supplier, may complete the contract in such time and manner and by such person as the EMC shall think fit. But such determination of the supplier shall be without any prejudice to any right or remedy of the EMC against the Supplier or his sureties in respect of any breach of contract Committed by the Supplier.

If the Supplier commits breach of all or any of the terms or Conditions of Contract the EMC shall be entitled to recover from the Supplier all damages it might suffer thereby. The amount thus due could be recovered from the Supplier in any manner the EMC chooses including recovery by Revenue Recovery Proceedings.

All expenses and damages caused to the EMC by any breach of all or any of the terms of this contract by the Supplier shall be paid by the Supplier to the EMC and may be recovered from him. The Supplier agrees that final payment will be made only on production of tax clearance Certificates relating to Agricultural Income Tax, Sales Tax and Income Tax by him.

The Security Deposit shall, be returned to the Supplier within 30 days after the completion of warranty period, but in the event of any dispute arising between the EMC and the Supplier, 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 Supplier.

The Supplier/here by declares that items supplied under this contract shall be of the best quality and shall be strictly in accordance with the specifications and particulars mentioned in the contract and the supplier/here by guarantees that the said mater would continue to conform to the description and quality aforesaid for a period of 12months/1year from the date of delivery of the said materials 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 supplier's risk and all the provisions herein contained relating to rejection of goods etc, shall apply, The Supplier/Seller shall if so called upon to do replace the goods etc, or such portion thereof as is rejected by the EMC. Otherwise the Supplier /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.

The terms & conditions given in this agreement, shall supersede all the terms and conditions contained in the tender/ quotation submitted by the supplier or in the covering letter forwarding the said tender/quotation. Where the supplier's terms and conditions are at variance with this agreement and/or the order for the supply, the order for supply shall prevail.

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.

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 and balance alone shall be refunded.

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

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 any Nationalised Bank in Trivandrum or at any of its principal branches in India.

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.

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

If the Supplier is a partnership or an individual:

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

If the Supplier is a Company:

IN WITNESS WHEREOF the Employer has set its hand to these presents through its duly authorized official and the Supplier 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 :

Director, EMC

Supplier

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 ..... 2017.

In the presence of :

1. Name and Designation :

2. Name and Designation :

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

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

**Proforma of Performance Bank Guarantee**

**Annexure II**

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

.....  
.....  
.....

(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 Materials under 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.

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 work of.....within 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

Director, EMC

Supplier



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 ..... 2017 being herewith duly authorised by .....(Name of the Bank).

Witness

For and on behalf of the Bank

Name

Designation

Address