

# KERALA STARTUP MISSION

PROPOSED BRANDING IN UL CYBER PARK, GOVT. CYBER PARK-CALICUT, GPTC-PALAKKAD, CDAC BUILDING - TRIVANDRUM

#### STANDARD BID DOCUMENT

TENDER NO: KSUM/LEAP/TENDER/02/2024-25

#### TENDER TO BE ADDRESSED TO:

The Chief Executive Officer,
Kerala Startup Mission,
Thejaswini Building
Technopark, Kazhakoottam PO, Trivandrum

TENDER SUBMITTED	BY:

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## NOTICE INVITING TENDER

1	Tender No:	KSUM/LEAP/TENDER/02/2024-25
2	Name of Project	Branding in Ul Cyber park, Govt Cyber Park - Calicut, GPTC-Palakkad, CDAC Building - Trivandrum.
3	Employer	Kerala Startup Mission
4	Tender Inviting Authority	Kerala Startup Mission
5	Type of tender	Item Rate
6	Estimated Probable Amount of contract	Rs. <b>172688/-</b> (INR One Lakh Seventy Two Thousand Six Hundred and Eighty-Eight only) (including GST)
7	Location of Work	Different LEAP Centers Across Kerala
8	Type of Work(brief description about the nature of work)	Visit the space and take actual measurements.  Ensure the designated areas for logo boards and stickers and confirm they are clear of obstructions.  Remove any existing signage or boards as needed after confirmation.  Clean the surfaces where logo boards and stickers will be applied to ensure proper adhesion.  Identify the power source and plan the route for electrical wiring for the backlighting, ensuring compliance with safety standards.  Ensure that all elements are securely fastened and aligned correctly.  Remove any debris, packaging, or tools from the site.

10	Pre-bid meeting date , venue and time	26/07/24, Integrated Startup Complex, 10:30 am
11	Bid submission start date	26/07/24, 12:00pm
12	Last date and time for bid submission	5/08/24, 05:00pm
13	Tender Opening Date	6/08/24, 11:00am
14	Clarifications if any	Read the tender document downloaded from the website before submitting the tender. For any clarifications, please contact Junior Engineer (Civil)no.9744466336
15	Commencement of work	14 days from the date of issue of work order / handing over of site whichever is later
16	Work Milestones	NA
17	Time of completion of work(in months)	60 days from the date of commencement of work
18	Bid submission fee	<b>Rs. 400/-</b> (By DD/Cheque in favor of Technopark Technology Business Incubator)
19	Bid Security	Rs 4400 /-(Rupees Four Thousand and Four Hundred only) (By DD in favor of Technopark Technology Business Incubator)
20	Performance Guarantee	5% of Contract amount to be submitted by selected bidder
21	Additional Performance Guarantee	Required in all cases where quoted rate falls below 10% of the estimated cost.
22	Performance Security Deposit	at 2.5% from running bills

	Preliminary Agreement	executed and signed in Kerala Stamp paper worth Rs.200 as per annexure I
23	Insurance requirements are	NA
24	Defects Liability Period	12 months
25	Price adjustment is applicable/not, if applicable give the percentages for calculation	NA
26	Liquidated damages	@ 1(one) percent of the contract price per week of delay or part thereof
27	Work items for which warranty required	NA
28	Limit of subcontracting	No
29	Maximum extent of change in quantity	25% of Contract Value
30	Contractors Equipments and Tools and Plants and details of key personals	NA
31	Whether mobilisation advance applicable	NA
32	Whether secured advance applicable	NA
33	Bonus for timely completion	NA
34	Deduction towards KCWWF	As applicable
35	Validity period of tender	60 (Sixty) days from the date of opening of technical bid
36	Minimum interim bills	Rs. 50,000 (Fifty Thousand only) or one bill in every month for a minimum value of 20% of

		contract value. Completed part of work only can be billed.				
37	Address to which the bid is to be submitted (Hard Copy)	The Chief Executive Officer, Kerala Startup Mission (T-TBI), Integrated Startup Complex, KTIZ, Kalamassery.				
38	Arbitration	No arbitration. Disputes, if any, by the Contractor will be finalized under the jurisdiction of Court at Trivandrum.				

#### I - INSTRUCTIONS TO THE BIDDERS

- 1. The Tenderer shall carefully study the details in Tender and the General Conditions of Contract and Instructions to tenderers before the submission of the tender. All documents should be signed and sealed on all the pages of the tender document/ tender and the General Conditions of Contract and Schedule for the supply of materials.
- 2. An amount of RS.400/- towards bid submission fee as Demand Draft/Cheque in favor of Technopark Technology Business Incubator.
- 3. An amount of Rs. 4,400/- towards EMD as Demand Draft/Cheque in favor of Technopark Technology Business Incubator.
- 4. **Submission of Tenders:-** The bid shall be submitted in 2 covers Technical and Financial covers.
  - a. Technical Bid (Submit the following documents)
    - i. Signed Tender Document
    - ii. Company Registration Details
    - iii. Copy of GST Registration and PAN
    - iv. Documentary evidence of pre-qualification.
      - Completion certificate from the clients for satisfactory completion of the qualifying work as per clause III in this tender document.
      - 2. undertaking in company letterhead for meeting the non blacklisting criteria as per Annexure I.
    - v. DD/Cheque for bid submission fee and EMD
  - b. Financial Bid

i. As per the Format given in Annexure II

# BID TO BE SUBMITTED TO "The Chief Executive Officer, Kerala Startup Mission (T-TBI), Integrated Startup Complex, KTIZ, Kalamassery."

5. Tenders will be accepted upto 5/8/2024 at 05.00pm. Tenders will be opened at 11.00 am **on** 6/8/2024 **by the Chief Executive officer,** Kerala Startup Mission, G3B, Thejaswini Building, Technopark Campus, Trivandrum, Pin:695581 in the presence of tenderers or their representatives, who may be present at that time. If the tender opening day happens to be a holiday, the tender will be opened on the next working day.

#### II -GENERAL CONDITIONS OF CONTRACT

Tenders are invited for the supply and branding works as specified in the schedule below.

- The Tender documents and other details may be collected from the office of Kerala Startup Mission (Formerly Technopark TBI on written request. Cost of tender document Rs.400/- (By DD/Cheque in favour of Technopark Technology Business Incubator) shall be remitted through Demand Draft in favour of Technopark Technology Business Incubator.
- 2. The Earnest Money Deposit (EMD) amounting to Rs.4,400/- shall be remitted through Demand Draft/Cheque in favor of Technopark Technology Business Incubator.
- 3. The rates quoted should be for the unit specified in the schedule attached and should be only in Indian currency. Tenders in any other currency will be liable to rejections. The column "Total" should also be correctly filled in.
- 4. Intending tenderers should submit their tenders to the office of Kerala Startup Mission (Formerly Technopark TBI) on or before the time and date specified in the Notice Inviting Tender.
- 5. **Tenderers** without sufficient earnest money will be rejected. The earnest money of the unsuccessful bidders will be returned as soon as possible after the tenders are settled, but that of the successful tenders will be adjusted towards the performance guarantee that will have to be deposited for the satisfactory fulfillment of the contract or returned after submitting performance guarantee. No interest will be paid for the earnest money deposited.
- 6. The tenders will be opened in the presence of those Tenderers or their representatives who may be present at that time. Details of prices etc. will be read

out to those present at that time and such details will not be furnished to the representatives if they call at a later date.

- a. The rates will be considered firm for acceptance till the validity of the offer. If any tenderer withdraws from his tender before the expiry of the period fixed for keeping the rates firm for acceptance, the earnest money deposited by him will stand forfeited to the KSUM.
- b. Tenderers not stipulating period of firmness and tenders with price variation clause and/or 'subject to prior sale' conditions are liable to be rejected.
- c. Tenders subject to conditions will not be considered. They are liable to be rejected on that sole ground.
- 7. Tenderers shall invariably specify in their tenders the delivery conditions including the time required for the supply of articles tendered for.
- 8. The final acceptance of the tenders rests entirely with the CEO-KSUM, who does not bind himself/herself to accept the lowest or any tender. But the tenderers 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 CEO-KSUM., shall be final and no correspondence shall be entered in to as to why a tender was not accepted or why a portion of the item only was ordered for etc.
- 9. In the case of materials of a technical nature the successful tenderer should be prepared to guarantee satisfactory performance for a definite period.
- 10. The successful tenderer shall also execute an agreement in the form prescribed by the KSUM for the due fulfillment of the contract within the period to be specified in the letter to the contractor and shall have to pay all stamp duty, lawyer's charge, and other expenses incidental to the execution of the agreement. Failure to execute the agreement within the period specified would entail the penalties set out in Para 12 below.
- 11. The successful tenderer shall before signing the agreement and within a fortnight 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 Guarantee/Bank Guarantee** for the satisfactory fulfillment of the contract. The amount of performance guarantee may be deposited in the manner prescribed in Special instruction of Purchase order/Workorder. If the successful tenderer fails to deposit the security and execute the agreement as stated above the earnest money deposited by him will be forfeited to the KSUM and the contract advertised again at the defaulter's risk.

- Any loss incurred by the KSUM on account of the re-tender will be recovered from the defaulter who will however not be entitled to any gain accruing thereby.
- 12. The performance guarantee deposit shall, subject to the conditions specified herein, be returned to the contractor after successful completion of guarantee period/defect liability period to the satisfaction of the KSUM. But in the event of any dispute arising between the KSUM and the contractor, the KSUM shall be entitled to deduct out of the deposits or the balance thereof until such dispute is determined, the amount of such damage costs, charges and expense as may be claimed. The same may also be deducted from any other sum, which may be due at any time from the KSUM to the contractor. In the case of contract, with performance guarantee the security deposits shall normally be released only after expiry of the period of guarantee.
- 13. All payments to the supplier/contractor will be made by the Chief Executive Officer, Kerala Startup Mission, Technopark, Trivandrum. Payment will be made only after executing the agreement and after the verification of actual supplies, erection and commissioning as per payment condition mentioned in clause 25.
- 14. 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 persons or body corporate. The contractor shall not underlet or sublet to any person or body corporate the execution of the contractor any part thereof without the consent in writing of the CEO, KSUM. CEO, KSUM shall have absolute power to refuse such consent or to rescind such consent any time, if he is not satisfied with the manner in which the contract is being executed, and no allowance or compensation shall be made to the contractor or the sub-contractor upon such rescission provided always that if such consent be given at any time the contractor shall not be relieved from any obligation, duty or responsibility under this contract.
- 15. In case the contractor becomes insolvent or goes into liquidation, or makes or proposes to make any assignment for the benefit of his creditors, or proposes any composition with his creditors for the settlement of his debts or carries 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 his contract, the contractor shall have entered himself liable to damages amounting to the whole of his security deposits the contract, shall thereupon after notice given by the CEO, KSUM, to the contractor be determined and the Firm may complete the contract in such time and manner and by such persons as the CEO,KSUM shall think fit. But such determination of the contract shall be without any prejudice to any right

- of remedy of the firm against the contractor of his sureties in respect of any breach of contract therefore committed by the contractor. All the expenses and damages caused to the firm by any breach of contract by the contractor shall be paid by the contractor to the firm and may be recovered from him under the provisions of the revenue recovery Act in force in the State.
- 16. In case the contractor fails to supply and deliver any of the said articles and things within the time provided for delivery of the same or incase the contractor commits any breach of any of the covenants, Stipulation and agreements here in contained and on his part to be observed and performed then and in any such case, it shall be lawful for CEO, KSUM (if he/she shall think fit to do so) to arrange for the purchase of the said articles and things elsewhere or on behalf of the firm by an order in writing under the hand of the CEO, KSUM to put an end to this contract and in case the KSUM shall have incurred, sustained or been put to any costs, damages or expenses by reason of such purchases or by reason of this contract having been so put an end to or in case any difference in price, compensation loss costs, damages expenses or other money shall then or at any time during the continuance of this contract be payable by the contractor to the Firm under and by virtue of this contract it shall be lawful for the KSUM from and out of any moneys for the time being payable or owing to the contractor from the KSUM under or by virtue of this contract or other wise to pay and reimburse to the KSUM all such costs damages and expenses they may have sustained incurred or been put to by reason of the purchase made elsewhere or by reason of this contract having been so put an end to as aforesaid and also all such difference in price, compensation, loss, cost damages, expenses and other moneys as shall for the time being, be payable by the contractor as aforesaid.
  - a. In case any difference or dispute arises in connection with the contract, all legal proceedings relating to the matter shall be instituted in the Court within whose jurisdiction the Purchasing Officer voluntarily resides.
  - b. In case, where a successful Tenderer after having made partial supplies fails to fulfill the contracts in full, all or any of the materials is not supplied may at the discretion of the purchasing officer, be purchased by means of another tender/Tender or by negotiation or from the second lowest tenderer who had offered to supply already and the loss if any, caused to the KSUM shall thereby together with such sums as may be fixed by the Firm towards damages be recovered from the defaulting tenderer.
- 17. Every notice here by required authorized to be given may be either given to the contractor personally or left at his residence or last known place of abode or

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

- 18. The tenderer shall undertake to supply materials according to the standards and specifications.
- 19. No representation for enhancement of rate once accepted will be considered.
- 20. Any attempt on the part of the tenderers or their agents to influence the firm in their favor by personal canvassing will disqualify the tenderers.
- 21. Tenderers should be prepared to accept orders that in the event of their default to supply as ordered or failure to supply within the period stipulated in the order the performance guarantee deposited will be forfeited. The KSUM has also the option to refuse to accept the supply and also the further option that when belated supplies are accepted the price to be paid will be as settled by the KSUM. or /and CEO KSUM whose decision will be final and the contractor will the further liable to pay 1% of value of materials supplied as liquidated damages for every week or part thereof subject to a maximum of 10% of value of belated supplies. But where the actual damages is provided as exceeding this amount the contractor is liable to pay such damages instead of the said 1% or 10% above stipulated.
- 22. "Where due to any default of contractor in the execution of contract, the KSUM makes purchases on open market or after negotiation or after inviting fresh tender and setting with any of such tenderers, as per the discretion of the KSUM or its officers invested with powers to enter into such contracts the contractor will be liable to pay the KSUM the extra costs incurred by the KSUM and also other expenses defrayed.
- 23. If the equipments are offered and inspected within the contractual delivery schedule, the materials will be accepted without imposing penalty if they are delivered within 15 days from the date of issue of Material Dispatch Clearance Certificate. This is not applicable for refixation of prices.
- 24. Penalty is applicable for belated replacement of materials rejected also as stated above. If the rejected materials are not lifted from the site/store within 15 days of receipt of the intimation of rejection by the consignee the supplier/contractor shall be liable to pay ground rent @ 0.1% of the above value of rejected materials for every day of delay. Maximum ground rent shall be 10%.
- 25. Payment Conditions:-

- a. The payment shall be released up on submission of Invoice subject to the tender condition as mentioned above. The Bank charges if any incurred in connection with effecting payments will be to the contractors account. KSUM has all liberty to change the type of payment depending on the prevailing condition. Any increase in taxes and duties on account of crossing limit of turnover as specified by Government rules and regulations or due to delay in supply will not be compensated by KSUM. Payment towards taxes and duties and insurance will be made only on production of documents.
- b. The final payment will be made on completion of satisfactory completion of work.
- c. Offers with <u>Fixed Price</u> alone will be considered. The prices quoted should be inclusive of all taxes duties etc and including GST, which are or may become payable by the contractor under existing or future laws or rules of the country of origin or supply during the course of execution of the contract. In the absence of specific stipulations to the contrary in the tenders, it will be assumed that the prices quoted are inclusive of all such taxes duties etc, and extra claims therefore will not be accepted. No post tender intimation regarding price will be considered.
- d. The rates quoted should be in the unit specified in the schedule attached and should be only in Indian currency. Offers with any other currency will be liable to rejection.
- 26. Special conditions, if any mentioned in the tender of the tenderer or in any other communication from him will not be applicable to the contract unless they are expressly accepted in writing by the purchaser.
- 27. Even in case where no alternate purchases are arranged for the materials not supplied, the proportionate portion of the Security Deposit based on the cost of the materials not supplied at the rates shown in the tender of the defaulter shall be forfeited and balance alone shall be refunded.
- 28. All incidental expenses incurred by the KSUM for making payments outside the district in which the claim arises shall be borne by the contractor.
- 29. Any sum of money due and payable to the Contractor including security deposit returnable to him under this contract may be appropriated by the Purchasing Officer or the firm or any other person authorized by the KSUM and set off against any claim of the Purchasing officer for the payment of a sum of money arising out of or under any other contract made by the contractor with the purchasing Officer or any other person authorized by the KSUM.

- 30. No alterations shall be made in the specification or schedules annexed hereto, except to the extent of filling in the Tender documents and schedules, which should be attached to the Tenderer's detailed Offers. Tenderer's are however at liberty to add such details and conditions, and offer such alternative designs as they may consider desirable. If they do so, they must type the same and annex the added matter to the tender submitted by them giving in every instance full reference to the clause in the specification of General Conditions or the description in the schedules to which the proposed alterations refer. Any such alterations, additions or deviations shall not be binding on the KSUM except in so far as they are approved by the KSUM and duly incorporated in the contract. If the space provided in the schedules is not sufficient, additional sheets may be inserted. Tender with incompletely filled in schedules will not be considered. Full and complete technical particulars and commercial terms and conditions shall be clearly stated in the tender.
- 31. If the Tenderer has any doubt about the meaning of any portion or the General Conditions of Contract and Schedule for the supply of materials or the specification, he should refer them in writing to the Chief Executive officer, G3B, Thejaswini, Technopark Campus, Karyavattom, Trivandrum 695581 for clarification in order that the doubts may be cleared before submission of the Tender.
- 32. Tenderer shall read the tender document uploaded in the website and identify the complete scope of work before submission of tender.
- **33.** The tenderer should send along with his tender a preliminary agreement executed and signed in Kerala Stamp paper worth Rs.200 .
- 34. The Courts situated in Trivandrum alone will have jurisdiction to entertain civil suits pertaining to this contract.

#### III - PREQUALIFICATION CRITERIA

- 1. The bidder should have undertaken and successfully completed at least one work of similar nature of contract value not less than Rs. 50,000 within the last three (3) years, prior to the date of tender notice for reputed IT parks, PSUs or other reputed private organizations.
- 2. Any entity that has been barred by Central /State Governments in India, any entity controlled by them, from participating in any project, and the bar subsists as on the date of proposal, would not be eligible to submit a proposal.
- 3. Any Applicant should have, during the last three years, neither failed to perform on any agreement, as evidenced by imposition of a penalty by an arbitral or

judicial authority or a judicial pronouncement or arbitration award against the Applicant, nor been expelled from any project or agreement nor have had any agreement terminated for breach by such applicant. The attention of the bidder is drawn to the fact that the quotation documents are not transferable.

#### The documents to be submitted by Bidders for proving PQ criteria:

- For PQ criteria no: 1 :- Completion certificate from the clients for satisfactory completion of the qualifying work. Copy of the work order showing the value and the scope of work.
- For PQ criteria 2 & 3 : Bidders should submit an undertaking for meeting the criteria as per annexure II

Bidders are advised to ensure that all submittals called for are complete in themselves and shall note that non-submission of the documents as called for in the PQ criteria and also in other relevant pages elsewhere in this tender document may attract disqualification and no correspondence will be entertained with such bidders by KSUM. The bids are to be accompanied with all the documents under technical and financial bid.

# ANNEXURE I Undertaking - Non blacklisting

I hereby affirm that any entity that has been barred by Central /State Governments in India, any entity controlled by them, from participating in any project, and the bar subsists as on the date of proposal, would not be eligible to submit a proposal.

I hereby declare that presently our company is having an unblemished record and is not declared ineligible for corrupt and fraudulent practices either indefinitely or for a particular period of time by any state/Central Government/PSU/Autonomous body.

I further declare that our company ...... is not blacklisted and not declared ineligible for reasons other than Corrupt and Fraudulent practices by any State/Central Government/PSU/Autonomous Body on the date of submission of tender.

Also affirm that, during the last three years, we have neither failed to perform on any agreement, as evidenced by imposition of a penalty by an arbitral or judicial authority or a judicial pronouncement or arbitration award against the Applicant, nor been expelled from any project or agreement nor have had any agreement terminated.

If this declaration is found to be incorrect then without prejudice to any other action that may be taken, my security may be forfeited in full and the tender if any to the extent accepted may be cancelled.

Name and address of the contractor:
Seal and signature of the contractor:

### **ANNEXURE II**

### PRICE BID

Name of work : Branding in UL Cyber Park, Govt Cyber Park - Calicut, GPTC - Palakkad, CDAC Building - Trivandrum.

No.	Item	Unit	Qty	Rate (excluding GST)	Total Amount (Rs) Excluding GST
	Acrylic Name Board with Logo:				
	Providing and fixing Name				
	Board as per design intent. ACP				
	Based LED acrylic signage :				
	ACP Based.Acrylic LED signage				
	with projected letters written as				
	- "LEAP " includes 42"to 42"				
	(Round) .Including cost and				
	conveyance charges of all				
1	materials, labour charges etc.	no	3		
	Acrylic Name Board with				
	Logo:Providing and fixing				
	Name Board as per design				
	intent. ACP Based LED acrylic				
	signage : ACP Based				
	LED.Acrylic projected signage				
	with letters written as - "LEAP				
	powered by KERALA				
	STARTUP MISSION " includes				
	66" to 66"(Rectangular).				
	Including cost and conveyance				
	charges of all materials, labour				
	charges etc.				
2		no	4		

	Frosted film work: Providing				
	and fixing Frosted Sticker as per				
	design intent using suitable				
	adhesive as per manufacturer's				
	specification.Including all cost				
	and conveyance of materials,				
	labour etc complete.				
3		sqft	74.55		
	Total				
	GST @ 18 %				
	GRAND TOTAL				