

Tender Document for Supply of Computer Chairs

Tender No. IKM/PW1/1919/2017



INFORMATION KERALA MISSION

(Local Self Government Department, Government of Kerala)

Swaraj Bhavan, Nandancode, Kowdiar PO

Thiruvananthapuram 695003

www.ikm.gov.in

Contents

General terms and Conditions 4

Eligibility Criteria for Bidder 9

Special Conditions..... 10

How to submit Bids..... 11

Evaluation..... 11

Scope of Work..... 12

Technical Specification 12

 Computer Chair 12

Bill of Material 13

Payment..... 13

Check list..... 13

Appendices 14

 Appendix 1 – Bidder Profile 14

 Appendix 2 15

 Appendix 3 - Manufacturer’s Authorisation Form 16

 Appendix 4 - Technical Compliance..... 17

 Appendix 5 - Agreement 19

 Appendix 6 - Contract Agreement 21

 Appendix 7 – Financial Bid Submitting Form 25



INFORMATION KERALA MISSION
Swaraj Bhavan, Nandancode, Thiruvananthapuram - 695 003,
Tel: 0471-2773100, e-mail: ikm@ikm.gov.in, www.ikm.gov.in

Tender Notice

- Tender No.& Date : IKM/PW1/1919/2017 Dated 10/08/2017
- Name of Work : Supply of Computer Chairs.
- Due Date : 30/08/2017, Wednesday, up to 15:00 hrs
- Cost of Tender Form : **INR 708/-**
(Indian Rupees Seven hundred and Eight only)
(Non-transferable and non-refundable)
- Earnest Money Deposit : **INR 4000./-** (Indian Rupees Four Thousand only)
(EMD) Refundable

Sir,

The Executive Director, Information Kerala Mission invites tenders from experienced firms/experienced suppliers for the above requirement.

Those who are able to quote in accordance with our requirements, may please furnish their offer in the prescribed format (Appendix - 2) to this tender document (visit and submit the same with payment of the price noted in the tender notice on or before the last date and time specified in the tender. It should be addressed to the Executive Director, Information Kerala Mission, Swaraj Bhavan, Nandancode, Kowdiar PO, Thiruvananthapuram, Kerala – 695003

Late and delayed tender and those submitted through fax and e-mail will not be considered.

The tender documents duly completed in all respect should be submitted before the due date.

Yours sincerely,
Sd/-
Executive Director

General terms and Conditions

1. The tenders should be addressed to the Executive Director, Information Kerala Mission, Swaraj Bhavan, Nandancode, Kowdiar PO, Thiruvananthapuram 695003.
2. The tenders in the prescribed form which can be downloaded from the e-tender web site of Government of Kerala. Tenders that are not in the prescribed form are liable to be rejected. The rates quoted should be in Indian Currency. Tenders in any other currency are liable to rejection.
3. Intending tenders should send their tender so as to reach Information Kerala Mission, on or before the due date and time (noted in the tender notice). No tender received after this specified date and time will be accepted on any account. The rates will be considered firm for acceptance till the date mentioned in the form of tender. Tenders not stipulating period of firmness and tenders with price variation clause and/or 'subject to prior sale' condition are liable to be rejected.
4. Every tenderer should submit along with the tender an Earnest Money Deposit and tender fee as specified in the Tender Notice/Special Conditions with this tender. The cost of tender forms once paid will not be refunded. The deposit of the said amounts shall be carried out through the e-tender portal of the State Government of Kerala as per clause 1.14 of the revised Store Purchase Manual of Kerala. No interest will be paid for the earnest money deposited. 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 be forfeited to Information Kerala Mission or such action taken against him as the Information Kerala Mission think fit.
5. Tenderers shall invariably specify in their tenders the delivery conditions including time required for the supply of articles tendered for:
 - a. The Tenderers shall clearly specify whether the articles offered bear the certifications mentioned in the Technical Specification. In such cases, they shall produce copies of certification mark along with their tender in support of it.
 - b. Tenderers shall clearly specify whether the goods are offered from indigenous sources, from imported stocks in India or from foreign sources to be imported under a licence. Information Kerala Mission reserves the right to reject offers for import of goods if the Import Trade Control Policy in force at the time of award of the contract prohibits or restricts such imports.
6. The final acceptance of the tenders rests entirely with Information Kerala Mission who does not bind themselves to accept the lowest or any tender.
7. Information Kerala Mission reserves the right to purchase the articles in part or full and the tenderers on their part should be prepared to carry out such portion of the supplies included in their tenders as may be allotted to them,
8. In the case of materials of technical nature the successful tenderer should be prepared to guarantee satisfactory performance for a definite period under warranty failing which a penalty would be imposed as per sections in para 11d below:
9. Communication of acceptance of the tender normally constitutes a concluded contract. Nevertheless, the successful tenderer shall also execute an agreement for the due fulfilment of the contract within the period to be specified in the letter of acceptance. The contractor shall have to pay all stamp duty, lawyer's charges and other expenses incidental to the execution of the agreement. Failure to execute the

agreement within the period specified will entail the penalty set out in Para 11 below.

10. ..
 - a. The successful tenderer shall, before signing the agreement and within the period specified in the letter of acceptance of his tender, deposit a sum equivalent to 5 percent of the total value of the contract rounded off to the nearest rupee as Security Deposit for the satisfactory fulfilment of the contract. If the successful tenderer fails to deposit the security deposit and execute the agreement as stated above, the earnest money deposited by him will be forfeited to Information Kerala Mission and the contract arranged elsewhere at the defaulter's risk and any loss incurred by Information Kerala Mission on account of the purchase will be recovered from the defaulter who will however not be entitled to any gain accruing thereby.
 - b. In case where a successful tenderer, after having made partial supplies, fails to fulfil the contracts in full, all or any of the materials not supplied may at the discretion of the Executive Director be purchased by means of another tender/quotation or by negotiation or from the next higher tenderer who had offered to supply already and the loss, if any, caused to Information Kerala Mission shall thereby together with such sum as may be fixed by Information Kerala Mission towards damages be recovered from the defaulting tenderer.
 - c. Even in cases where no alternate purchases are arranged for the materials not supplied, the proportionate portion of the security deposit based on the cost of the materials not supplied at the rate shown in the tender of the defaulter shall be forfeited and balance alone shall be refunded.
 - d. If the contractor fails to deliver all or any of the stores or perform the service within the time/period specified in the contract, the purchaser shall without prejudice to its other remedies under the contract, deduct from the contract price as liquidated damages, a sum equivalent to 0.5% of the delivered price of the delayed stores or unperformed services for each week of delay unit actual delivery or performance. The purchaser may consider termination of the contract at the risk and cost of the contractor, if delay occurs.
11. 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 Information Kerala Mission and the contractor, Information Kerala Mission 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 Information Kerala Mission to the contractor. In all cases where there are guarantee for the goods supplied the security deposit will be released only after the expiry of the guarantee period.
12. ..
 - a. All payments to the contractors will be made within 30 days after supply, successful installation, testing and acceptance in the form of:
 - i. either by cheques or drafts on a nationalised bank (at any of their principal Branches in India); or
 - ii. by cheques payable at the Kerala Government Treasuries;

13. The tenderers shall quote also the percentage of rebate (discount) offered by them in case the payment is made promptly within fifteen days/within one month of taking delivery of stores.
14. Bank charges incurred in connection with payment against documents through Bank will be to the account of the contractor. The contractor shall not assign or make over the contract or the benefits or burdens thereof to any person or body corporate. The contractor shall not underlet or sublet to any person or persons or body corporate the execution of the contract or any part thereof without the consent in writing of the Executive Director who shall have absolute power to refuse such consent or to rescind such consent (if given) at 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 the 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 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 should 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, there-upon, after notice given by the Executive Director to the contractor, be determined and Information Kerala Mission may complete the contract in such time and manner and by such persons Information Kerala Mission shall think fit. But such determination of the contract shall be without any prejudice to any right or remedy of Information Kerala Mission against the contractor or his sureties in respect of any breach of contract theretofore committed by the contractor. All expenses and damages caused to Information Kerala Mission by any breach of contract by the contractor shall be paid by the contractor to Information Kerala Mission, 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 in case the contractor commits any breach of any of the covenants, stipulations and agreements herein contained, and on his part to be observed and performed, then and in any such case, it shall be lawful for Information Kerala Mission (if they shall think fit to do so) to arrange for the purchase of the said articles and things from elsewhere or on behalf of Information Kerala Mission by an order in writing under the hand of the Executive Director put an end to this contract and in case Information Kerala Mission shall have incurred, sustained or been put to any costs, damages or expenses by reason of such purchase or by reason of this contract having been so put an end to or in case of any difference in price, compensation, loss, costs, damages, expenses or other moneys shall then or any time during the continuance of this contract be payable by the contractor to Information Kerala Mission under and by virtue of this contract, it shall be lawful for Information Kerala Mission from and out of any moneys for the time being payable or owing to the contractor from Information Kerala Mission under

and by virtue of this contract or otherwise to pay and reimburse to Information Kerala Mission 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, costs, damages, expenses and other moneys as shall for the time being be payable by the contractor aforesaid.

17. 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 having jurisdiction at Thiruvananthapuram, where the Executive Director voluntarily resides.
18. Any sum of money due and payable to the contractor (including security deposit returnable to him) under this contract may be appropriated by the Executive Director or Information Kerala Mission or any other person authorised by Information Kerala Mission and set off against any claim of the Executive Director or Information Kerala Mission for the payment of a sum of money arising out of or under any other contract made by the contractor with the Executive Director or Information Kerala Mission or any other persons authorised by Information Kerala Mission. Any sum of money due and payable to the successful tenderer or contractor from Information Kerala Mission shall be adjusted against any sum of money due to Information Kerala Mission from him under any other contracts.
19. 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 his usual or last known place of abode or business and if so addressed and posted, shall be deemed to have been served on the contractor on the date on which, in the ordinary course of post, a letter so addressed and posted would reach his place of abode or business.
20. The tenderer shall undertake to supply materials according to the specifications.
21. No representation for enhancement of rates once accepted will be considered.
22. In the case of imported goods, when the price accepted is the ex-site price quoted by the tenderer, the benefit of any reduction in the c.i.f. price should accrue to the Information Kerala Mission.
23. Any attempt on the part of the tenderers or their agents to influence Information Kerala Mission in their favour by personal canvassing with the officers concerned will disqualify the tenderers.
24. Tenderers should be prepared to accept orders subject to the penalty clause or forfeiture of security in the event of default in supplies or failure to supply within the stipulated period.
25. The prices quoted should be inclusive of all taxes, duties, cess, etc., which are or may become payable by the contractor under existing or future laws or rules of the country of origin/supply or delivery during the course of execution of the contract.
26. The tenderer will invariably furnish the following certificates with their bills for payment:

"Certified that the goods on which the sales tax has been charged have not been exempted under Central Sales Tax Act or the State Sales Tax Act or the Rules made there under and the charges on account of sales tax on these goods are correct under the provisions of the relevant Act or the Rules made there under.

Certified further that we (or our Branch or Agent) (Address)
.....
.....
..... are registered as dealers in the State of
..... under Registration No.
for purposes of sales tax.”

27. In the event of any question or dispute arising under these conditions or any special conditions of this contract or in connection with this contract, the same shall be referred to the award of an arbitrator to be nominated by the Executive Director, which shall be final and conclusive under the provision of the Indian Arbitration and Conciliation Act, 1996 and of the rules there under and any statutory modifications thereof shall be deemed to apply to and be incorporated in this contract. Upon every and any such reference, the assessment of the costs incidental to their reference and award respectively shall be in the discretion of the arbitrator. The venue of arbitrators shall be place from which the acceptance of tender is issued or such other place as the purchaser at his entire discretion may determine.
28. The tenderer should send along with his tender an agreement for supply of stores and installation executed and signed in Kerala Stamp Paper worth Rs.100. A specimen form of agreement is given as Appendix B to this tender. Tenders without the agreement in stamped paper will be rejected outright.
29. Any conditions mentioned as part of the Special Conditions and Technical Document attached with this tender shall supersede the relevant clause(s) in these General Conditions.

Eligibility Criteria for Bidder

1. The Bidder should be a Manufacturer /Authorized Dealer/ Supplier / Company /Firm of the offered product.
(attested copies of all the above certificates should be submitted along with the proposal).
2. The bidder should have satisfactorily completed three similar supply to any private / Govt. organizations during the last three years ending last day of March, 2017 worth not less than 3 Lakhs.
(Proof should be enclosed along with technical bid).
3. Manufacturers who have the following valid certifications, namely from ISO 9001:2000, ISO 14001 shall be preferred. The bidder shall be obtained these certificate from the manufacturer and submitted with the tender document.
4. Manufacturers who have adopted environment friendly green manufacturing process (i.e with green certification) shall be preferred. In case the applicant is authorised dealer/ Supplier/ etc, these certificates shall be obtained from the manufacturer and submitted with the tender document.
5. The Bidder should have been actively engaged in the field for last three years and shall have a registered office in Kerala. Furnish Certificate of Registration.
6. Any Government / Government agency / Banks / Financial Institutions in India should not have blacklisted the Bidder during the last 3 years. Self-declaration to that effect should be submitted along with the technical bid.
7. The Bidder is required to quote for the complete BOQ. Partial quote are liable to be rejected.

(attested copies of all the above certificates should be submitted along with the proposal).

Note: Bidder must provide necessary supporting documents as proof in respect of the eligibility criteria mentioned above.

Special Conditions

1. Tenders shall be made in ENGLISH with price for delivery and supply of Computer Chairs. The bidder shall express the price of their assignment/job in Indian Rupee only (INR). Prices/quotations in currencies other than INR shall be summarily rejected.
2. Two-part bid system shall be adopted i.e. Technical Commercial Bid and Price Bid. The techno-commercial bid
3. The bids will be accepted only through manual submission by dropping the sealed bids at the drop box available at IKM or through registered post.
4. The price quoted should be firm and quotation has to be valid for a period of 90 days from the date of opening of tender.
5. The quantity mentioned in the BOQ, available along with the published tender document. The quantity which may be subjected to increase/decrease by 25% of the tendered quantity without change in other terms and conditions.
6. If any of the facilities provided by the bidder is not found acceptable, IKM has the complete right to reject the facilities without giving any compensation.
7. The bidder shall submit sample of the Computer Chair offered by them on the date of submission of the bid, for technical evaluation which is in full compliance as per the specifications as mentioned in the tender. The sample shall be delivered to the Executive Director, Information Kerala Mission and acknowledgement shall be taken in their delivery challan. The copy of the duly acknowledged delivery challan shall be handed over to IKM on the same day. The sample submitted by the unsuccessful bidders shall be returned after the opening of the commercial bid. The sample of the successful bidder shall be retained by IKM till the successful completion of the order.
8. The evaluation will be done on the total bid value. The bidder is required to quote for all the items of the BOQ. Partial bid is liable to be rejected.
9. Deposit 5% of the total value of the order towards Security Deposit in Demand Draft/ Bank Guarantee in favour of “Executive Director, Information Kerala Mission” payable at Thiruvananthapuram and execute an agreement in stamp paper worth Rs.100/- (Specimen enclosed) within 7 days from the date of receipt of this order. The security deposit will be released within three months after the expiry of the warranty period.
10. Delivery of the equipment should be within 2 weeks after receiving the purchase order. The delivery location would be the Office of the Information Kerala Mission, Swaraj Bhavan, Nanthancode, Thiruvananthapuram.
11. The bidder may request for clarification on any aspect of the tender documents before submission date. Any request for clarification must be sent in writing or by standard electronic means to the following address:

Purchase Officer, Information Kerala Mission,
Swaraj Bhavan, Nandancode, Kowdiar PO.

Thiruvananthapuram 695 581
Ph: +91 471 2773100
Email. ikm@ikm.gov.in

12. IKM has the right to disqualify any vendor if they fail to provide the necessary clarifications or documents.
13. IKM has the right to amend or cancel the tender in part or in full without prior notice at any point of time
14. The decision of IKM in all matters will be final and conclusive.

How to submit Bids

Sealed quotations in single cover consisting of two inner sealed covers (containing Technical cover as Part I and price cover as Part II) super scribing the Name of work and Tender Number

- a. **Technical Cover (Part I):** Part I of the bid should contain Cost of Tender Document, EMD, Documentary evidence for pre-qualification requirements (PQR) in detail and Technical & Commercial terms, if any, and all pages of the Tender document duly filled & signed. Any bid without proper documentary evidence will not be considered for further evaluation. Documents in original have to be submitted for verification on demand, failing which the offer is liable for rejection.
- b. **Price cover (Part II) :** Part II should contain only tender schedule with price duly filled & signed.

Evaluation

- In the first stage, tender shall be opened at the stipulated time in tender notice.
- The evaluation will be done on the item wise total bid value. The bidder is required to quote for all the items of the BOQ. Partial bid is liable to be rejected.
- As part of technical evaluation, the Committee shall evaluate the sample computer chair supplied by the vendors for testing the quality of the same and also for testing its conformity to the specifications. If any inspected or tested items fail to confirm to the specifications of IKM, Committee may reject them and shall not consider such rejected items for further supply.
- Tenders received without EMD/inadequate EMD, and without the requisite Tender Fee shall be summarily rejected.
- IKM reserves the right to accept or reject any or all the tenders.

Scope of Work

The scope of work for this tender includes the Supply of Computer Chairs as per the specification, terms and conditions at the office of Information Kerala Mission, Thiruvananthapuram.

Technical Specification

Computer Chair

Feature	Technical Specification
Seat & Back	The seat and back should be at least made up of 1.2 to 1.4 ± 0.1 to 0.2 cm thick hot-pressed plywood with changeable fabric covers and moulded Polyurethane foam, together with moulded back-spine cover. The back foam is designed with contoured lumbar support for extra comfort.
Seat / Back Measurement	The seat size should be 47.0 cm to 49 cm (W) X 50.0 cm to 52.0 cm (D) and back size should be 43.0 cm to 45 cm (W) X 60.0 cm to 65.0 cm (H).
Seat / Back Assembly	The seat/back assembly should be made of high resilience (HR) polyurethane foam as per IS : 7888.
Armrests	The armrests should be made of black integral skin Polyurethane and reinforced with M.S. insert. The P.U. armrests are then fixed to black powder-coated (DFT 40-60 microns) armrest brackets made of 0.5 to 0.6 ± 0.05 to 0.06 cm thick. HR steel and fitted with claddings made of injection moulded Polypropylene.
Mechanism	The back of chair should be based on the permanent contact mechanism with following feature : (i) 360 degree revolving type. (ii) Back angle adjustment – should be recline angle of 110 degree to 130 degree (iii) Upright position locking. (iv) Tilt tension adjustment.
	The spine cover is injection moulded in back co-polymer Polypropylene.
Multifunction Mechanism	The back and seat angles adjust independently of each other as well as independent of the tilt.
Pneumatic Height Adjustment	The pneumatic height adjustment has an adjustment stroke of 11 to 12 ± 0.2 to 0.3cm
Below Part	The bellow is 3 piece telescopic type and injection moulded in black Polypropylene.
Pedestal	The pedestal should be fabricated from 0.2 to 0.25 ± 0.02 to 0.025 cm thick HR sheet (IS : DD 1079 / HR), powder coated (DFT 40-60 microns) and fitted with an injection moulded black Polypropylene hub cap and 5 nos. twin wheel castors. The pedestal is 60.0 to 62 ± 0.3 to 0.5 cm. Pitch-centre dia 68.0 to 70.0 ± 0.8 to 1.0 cm with castors.
Wheel Castor	The twin wheel castors should be injection moulded in Black Nylon.
Warranty	1 Year Manufacturer Warranty

Bill of Material

SI No	Item	Quantity
1	Computer Chairs as per specification	50 (which can be extendable by 25 more depending on requirement valid upto six months)

Payment

All the payment shall be made upon completing successful delivery, testing and User Acceptance at the IKM Head Quarters against the quantity mentioned in the Purchase order, as the case may be, after deducting the appropriate penalties, if any. The payments shall be released to the Vendor on submission of Bills (Invoices) in Triplicate, Delivery Challan, and Receipt from the Consignee (officer in-charge of the site) for completion of delivery in good condition and test report.

All payments will be subjected to tax deduction at source as applicable/required at the prevailing tax rates. No Mobilization advance shall be paid.

Check list

1. EMD payment details
2. Tender form payment details
3. Demand Draft for EMD and Tender document fee
4. Bidder Profile
5. Technical Compliance
6. Other Documents and Proof of documents as mentioned in the Tender document

Appendices

Appendix 1 – Bidder Profile

(To be filled in the official letterhead)

Details of the Bidder

Name	
Address	
Telephone	
Email	
Website	

Details of authorised Person

Name	
Address	
Telephone	
Email	

Information about the Company/Firm

Status of Company (Private Ltd, Public Ltd, etc)	
Details of Registration of firm	
Location and address of offices in Indian and abroad	
GST registration number	
Income tax registration number (PAN)	

Signature of Bidder with Date & Seal

Appendix 2

The Executive Director
Information Kerala Mission
Swaraj Bhavan, Ground Floor,
Nandancode, Kowdiar PO,
Thiruvananthapuram-695003
Kerala , India

Sir,

Sub: Your Tender No..... Dated

I/We the undersigned having read and examined in detail all the tender documents in respect of “Supply of Computer Chairs”, do hereby offer you to supply the stores and services specified in the Tender Document at the price here under quoted. We declare that our bid price is for the entire scope of the work as specified therein and confirm that our tender prices and all inclusive.

We also agree to hold this offer open for a period of 90 days from the date of opening the tender. I/We shall bind to supply the stores/service hereby offered, upon the issue of the work order communicating the acceptance thereof on or before the expiry of the delivery date therein.

We confirm that in the event of any further information/ clarification/documentary proof in this regard before evaluation of our tender, we agree to furnish the same to your satisfaction.

In case we fail to execute the agreement as aforesaid incorporating the terms and conditions governing the contract, IKM shall have the power and authority to recover from us any loss or damages caused to IKM by such breach as may be determined by IKM.

Thanking you,

Yours sincerely,

Authorized Signature:
Name and Title of Signatory:
Name of the Firm & Address:

Appendix 3 - Manufacturer's Authorisation Form

To,
The Executive Director,
Information Kerala Mission.
Swaraj Bhavan, Nandancode,
Kowdiar PO, Thiruvananthapuram 695003,

Ref Tender no: _____ **Dated:** ____/____/____

Whereas _____ (Name and Address of the Manufacturer) who are established and manufacturers of _____ (Name/description of the products), having production facilities at _____ (Address of factory) do hereby authorize

M/s _____ (Name and Address of the Bidder) to submit a bid, and subsequently negotiate and sign the Contract with you against RFP No _____ dated _____ for the above products manufactured by us, for the supply requirements of the above invitation of bids.

We hereby extend full warranty for the products offered for supply by the above firm against the said RFP and duly authorize said firm to act on our behalf in fulfilling all supply, installation and commissioning obligations as required by Information Kerala Mission. We hereby also declare that the product quoted against this tender is new and neither refurbished or end of life.

Name: (In the capacity of)
(Duly authorized to sign the authorization on and behalf of)

Signature:
Dated this _____ day of _____ 20__

Note: This letter of authority must be on the letterhead of the concerned manufacturer and must be signed by a competent person and having the power of attorney to bind the Manufacturer and, must be included by the Bidder in its bid.

Appendix 4 - Technical Compliance

To,
The Executive Director,
Information Kerala Mission.
Swaraj Bhavan, Nandancode,
Kowdiar PO, Thiruvananthapuram 695003,

Ref. Tender no: _____ Dated: ____/____/____

Sir,
Following are the technical compliance of tendered items. Except these deviations and variations, the entire work shall be performed as per your specifications and documents.

Computer Chair

Technical Specification	Part No	Compliance (Yes/No)	Deviation, if any
Make & Model :			
Seat & Back : The seat and back should be at least made up of 1.2 to 1.4 ± 0.1 to 0.2 cm thick hot-pressed plywood with changeable fabric covers and moulded Polyurethane foam, together with moulded back-spine cover. The back foam is designed with contoured lumbar support for extra comfort.			
Seat / Back Measurement : The seat size should be 47.0 cm to 49 cm (W) X 50.0 cm to 52.0 cm (D) and back size should be 43.0 cm to 45 cm (W) X 60.0 cm to 65.0 cm (H).			
Seat / Back Assembly : The seat/back assembly should be made of high resilience (HR) polyurethane foam as per IS : 7888.			
Armrests : The armrests should be made of black integral skin Polyurethane and reinforced with M.S. insert. The P.U. armrests are then fixed to black powder-coated (DFT 40-60 microns) armrest brackets made of 0.5 to 0.6 ± 0.05 to 0.06 cm thick. HR steel and fitted with claddings made of injection moulded Polypropylene.			
Mechanism : The back of chair should based on the permanent contact mechanism with following feature : (i) 360 degree revolving type. (ii) Back angle adjustment – should be recline angle of 110 degree to 130 degree (iii) Upright position locking. (iv) Tilt tension adjustment. The spine cover is injection moulded in back co-polymer Polypropylene.			

Technical Specification	Part No	Compliance (Yes/No)	Deviation, if any
Multifunction Mechanism : The back and seat angles adjust independently of each other as well as independent of the tilt.			
Pneumatic Height Adjustment : The pneumatic height adjustment has an adjustment stroke of 11 to 12 ± 0.2 to 0.3cm			
Below Part : The bellow is 3 piece telescopic type and injection moulded in black Polypropylene.			
Pedestal : The pedestal should be fabricated from 0.2 to 0.25 ± 0.02 to 0.025 cm thick HR sheet (IS : DD 1079 / HR), powder coated (DFT 40-60 microns) and fitted with an injection moulded black Polypropylene hub cap and 5 nos. twin wheel castors. The pedestal is 60.0 to 62 ± 0.3 to 0.5 cm. Pitch-centre dia 68.0 to 70.0 ± 0.8 to 1.0 cm with castors.			
Wheel Castor : The twin wheel castors should be injection moulded in Black Nylon.			
Warranty : 1 Year Manufacturer Warranty			

Appendix 5 - Agreement

AGREEMENT

[to be executed on Rs.100 Kerala Stamp Paper (non-judicial) and submitted with the tender documents – technical proposal]

Articles of agreement executed on this the day of two thousand sixteen BETWEEN the Executive Director, Information Kerala Mission (hereinafter referred to as “IKM”) and Shri. (here enter name and address of the tenderer) (hereinafter referred to as “the bounden”) of the other part.

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

WHEREAS the bounden has also deposited with IKM, a sum of Rs. as Earnest Money for execution of an agreement undertaking the due fulfilment of the contract in case his tender is accepted by IKM.

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

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

In case the bounden fails to execute the agreement as aforesaid incorporating the terms and conditions governing the contract, IKM shall have power and authority to recover from the bounden any loss or damage caused to IKM by such breach as may be determined by IKM by appropriating the earnest money deposited by the bounden 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 IKM under or by virtue of this agreement shall be recoverable from the bounden and his properties movable and immovable under the provisions of the Revenue Recovery Act for the time being in force as though such sums are arrears of land revenue and in such other manner as the Government may deem fit.

In witness whereof Shri. (here enter name and designation) for and on behalf of IKM and Shri. the bounden have hereunto set their hands, the day and year shown against respective signatures

Signed by (date) (for bounden)

In the presence of witnesses:

- 1.
- 2.

Signed by (date) (for IKM)

In presence of witnesses:

- 1.
- 2.

Appendix 6 - Contract Agreement

CONTRACT AGREEMENT

(to be executed by the successful bidder on award of the contract)

This agreement made on this day of between Information Kerala Mission, having its office at Swaraj Bhavan, Nandancode, Kowdiar PO, Thiruvananthapuram – 695003 (hereinafter referred to as “IKM” which expression shall include its administrators, successors, executors and assigns) of the one part and (name of contracting company), a company/firm incorporated under the having its registered Office at (herein after referred to as “Contractor”, which expression shall include its administrators, successors, executors and permitted assigns) of the other part.

WHEREAS IKM has invited bids for (briefly describe scope of the works) as per its Tender specification no.

AND WHEREAS ^{1*}..... had participated in the above referred bidding vide their proposal no. dated and IKM accepted their aforesaid proposal and awarded the contract to *..... on terms and conditions contained in its letter of Indent/purchase order no. dated and the documents referred to therein, which have been accepted by *..... resulting into a “Contract”.

NOW THEREFORE THIS DEED WITNESSETH AS UNDER:-

AWARD OF CONTRACT

IKM has awarded the contract to *..... for the work ofon the terms and conditions contained in its letter of intend/Purchase order no. dated..... and the documents referred to therein. The award has taken effect from ie. the date of issue of the aforesaid letter. The terms and expressions used in this Agreement shall have the same meaning as are assigned to them in the “Contract Documents” referred to in the succeeding Article.

¹ * Brief name of the contracting company

CONTRACT DOCUMENTS

The contract shall be performed strictly as per the terms and conditions stipulated as per the following documents attached herewith (hereinafter referred to as “Contract Documents”):

IKM’s Tender Documents in respect of Specification No. issued vide its letter No. dated consisting of Notice inviting Tender and conditions of contract including all amendments issued vide its letter(s) no(s). dated

(Volume-I)

IKM’s Schedule and Technical Specification (including Amendments issued vide its letter no. dated

(Volume-II)

* proposal no. dated along with proposal sheets, payment terms and work schedules submitted by contractor entitled as “.....”.

(Volume-II)

Agreed Minutes of the meeting held on between IKM and the contractor.

(Volume-IV)

IKM’s Letter of Intent/Purchase Order no. dated duly accepted by the contractor.

(Volume-V)

All the aforesaid contract documents shall form an integral part of this Agreement, in so far as the same or any part thereof conform to the Bid Documents (Volume I & II) and what has been specifically agreed to by IKM in its Purchase Order. Any matter inconsistent therewith, contrary or repugnant thereto or any deviations taken by the contractor in its “Proposal” (Volume-.III) but not agreed to specifically by IKM in its Purchase Order shall be deemed to have been withdrawn by the contractor. For the sake of brevity, this Agreement along with its aforesaid contract documents shall be referred to as the “Agreement”.

CONDITIONS AND COVENANTS

The scope of contract, consideration, terms of payment, price adjustment, taxes wherever applicable, insurance, liquidated damages, performance guarantee and all other terms and conditions are contained in IKM’s Purchase Order No..... dated..... read in conjunction with other aforesaid contract documents. The contract shall only be performed by the Contractor strictly and faithfully in accordance with the terms of the Agreement.

The scope of work shall also include supply and installation of all such items which are not specifically mentioned in the contract documents, but which are needed for successful, efficient, safe and reliable operation of the equipment unless otherwise specifically excluded in the specification under “exclusions” or purchase order.

TIME SCHEDULE

Time is the essence of the contract and schedules shall be strictly adhered to. The contractor shall perform the work in accordance with the agreed schedule as given in letter of intent/purchase order.

The Contractor guarantees that the equipment package under the contract shall meet the ratings and performance parameters, as stipulated in the Technical Specifications and in the event of any deficiencies found in the requisite performance figures, the IKM may at its option reject the equipment package or alternatively accept it on the terms and conditions and subject to levy of the liquidated damages in terms of contract documents. The amount of liquidated damages so leviable shall be in accordance with the contract documents and without any limitation.

The Contractor agrees to provide maintenance services as specified in the technical document and purchase order, as per the Service Levels mentioned therein.

It is further agreed by the contractor that the contract performance guarantee shall in no way be construed to limit or restrict the IKM’s right to recover the damages/compensation due to short-fall in the equipment performance figures as stated in para 3.4 above or under any other clause of the Agreement. The amount of damages/compensation shall be recoverable either by way of deduction from the contract price, contract performance guarantee and/or otherwise.

This agreement constitutes full and complete understanding between the parties and terms of the presents. It shall supersede all prior correspondence to the extent of inconsistency of repugnancy to the terms and conditions contained in the Agreement. Any modification of the Agreement shall be effected only by a written instrument signed by the authorised representatives of both the parties.

SETTLEMENT OF DISPUTES

It is specifically agreed by and between the parties that all the differences of disputes arising out of the agreement or touching the subject matter of the agreement, shall be decided by process of settlement & arbitration as specified in clause and of the conditions of the contract and the provisions of the Indian Arbitration Conciliation Act, 1996 shall apply and Kerala Courts alone shall have exclusive jurisdiction over the same.

Notice of default given by either party to the other party under the Agreement shall be in writing and shall be deemed to have been duly and properly served upon the parties hereto if delivered against acknowledgement or by telex or by registered mail with acknowledgement due, addressed to the signatories at the address mentioned hereinabove.

IN WITNESS WHEREOF, the parties through their duly authorised representatives have executed these presents (execution whereof has been approved by the competent authorities of both the parties) on the day, month and year first above mentioned at Thiruvananthapuram.

for Information Kerala Mission
(Signature)
(Name)
(Designation)

for Contractor
(Contractors signature)
(Contractors name)
(Designation)

(Seal)
Witnesses:

(Seal)
Witnesses:

1.

1.

2.

2.

Appendix 7 – Financial Bid Submitting Form

Price Schedule

Name of Work : Supply of Computer Chairs

Bidder Name :

SI No	Item	Quantity	Basic Unit Price	GST	Any Other Tax/ Duties/ Levies	Total Amount without Tax INR	Total Amount with Tax INR
1	Computer Chair as per Specification	50 Nos					

Total in Figures :

Amount in Words :