

For details please visit website

www.etenders.kerala.gov.in

NOTICE INVITING e-TENDER (NIT)

The Kerala State Co-operative Bank Ltd. invites competitive tender from the reputed firms through E tender for 120 number of EXIDE 12 V 66AH 6EL Tubular UPS Batteries with 48 months replacement warranty under buyback scheme for the branches in Kollam CPC, Trivandrum Region of KSCB Ltd as per the Specifications enclosed in the Tender documents.

| Sl.No | Name of work | Earnest Money Deposit (EMD) | Cost of Tender form (Tender Fee) | Online bid submission on closing date & time | Last date & time of receipt of relevant document as mentioned in Tender Documents by speed post/Direct except Financial Bid | Date & time of opening of online tender bid |
|-------|---|-----------------------------|----------------------------------|--|---|---|
| 1 | E-tender for 120 number of EXIDE 12 V 66AH 6EL Tubular UPS Batteries for the branches in Kollam CPC, Trivandrum Region of KSCB Ltd. | 6,000/- | 1200/- + GST | 14-08-2023 3 pm | 17-08-2023 11 am | 17-08-2023 11 am |

Date and Time of Submissions

The last date for submission of e-tendering will be at **3pm** on **14th August 2023**. Technical Bid will be opened at **11am on 17th August 2023**. Further details regarding the tender for the work can be had from Assistant Engineer (Electrical), KSCB Ltd (Ph:- 0471-2547228/350) during working days. The Kerala State Co-operative Bank reserves to the right to accept or reject any or all tender without assigning any reason whatsoever.

sd/-

Tender Inviting Authority Kerala State Co-operative Bank Ltd.

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Schedule of Tender

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| Superscription | Tender No. KSCB/R1/KLM/GAD/E-T/2023-24/2 Dtd-20-07-2023 for 120 number of EXIDE 12V 66AH 6EL Tubular UPS Batteries with 48 months replacement warrenty under buyback scheme for the branches in Kollam CPC, Trivandrum Region of KSCB Ltd.. |
| Download of Tender Documents | http://www.etenders.kerala.gov.in |
| Availability of Tender Forms and EMD (Online) | http://www.etenders.kerala.gov.in |
| Pre Bid Meeting | Nil. |
| Due date and time of Receipt of tender (last date for submission of tender) | 14 th August 2023 at 3pm |
| Date and time for opening of Technical Bid | 17 th August 2023 at 11am |
| Date and time for opening of Financial Bid | After Analysing Technical Bid |
| Price of tender form | Rs. 1200/- + 18% GST (Rs. 1416/-) |
| EMD Amount | Rs.6,000/- |
| Address for Communication | The General Manager , Kerala Sate Co-operative Bank Ltd Regional Office Thiruvananthapuram. Email- tvmrohr@keralabank.co.in Ph:-04712451595/ 596 / 597 9447340774 |

Tender documents and tender schedule may be downloaded free of cost from the e-GP Website www.etenders.kerala.gov.in. Bid submission fee shall be remitted online during the time of Bids submission.

All bid/tender documents are to be submitted online only and in the designated cover(s)/envelope(s) on the e-GP Website. Technical bid and financial bid shall be submitted in their respective designated online covers. Tenders/bids shall be accepted only through online mode on the e-GP website and no manual submission of the same shall be entertained. Late tenders will not be accepted. More details on EMD & Cost of Tender documents/bid submission fee are mentioned tender document.

The technical bids shall be opened online at the General Administration Department of KSCB Ltd., Thiruvananthapuram on 17-08-2023 11am in the presence of the available bidder and their representatives with bank officials. If the opening date happens to be on a holiday or non-working day due to any other valid reason, the tender opening process will be done on the next working day at same time and place.

Online Tenders/bids are to be accompanied with a scanned copy preliminary agreement executed in Kerala stamp paper worth Rs.200/- Tenders/bids received online without the scanned copy of preliminary agreement will not be considered and shall be summarily rejected. Further details can be had from the office of the General Administration Department, KSCB Ltd Regional office, TVM, during working hours in phone number 0471-2451595/596/597 or 9447340774 (GAD RO TVM)

The hard copy of original preliminary agreement attested copies of Experience Certificate, proof of online remittance EMD and cost of tender form excluding financial documents shall submitted before the time fixed for tender opening.

All other existing conditions related to tender of Kerala PWD will be applicable in this tender also. The KSCB Ltd. will not be responsible for any error like missing of schedule data while downloading/uploading the bidder.

Sd/-

Kerala State Co-operative Bank Ltd.
Regional Office , Fort PO
Thiruvananthapuram

(for and on behalf of KSCB Ltd.)

Station: Thiruvananthapuram

Date : 20th July 2023

TENDER DOCUMENTS

Tender No. KSCB/R1/ KLM/GAD/E-T /2023-24/2

Dtd-20-07-2023

**Name of work: E-Tender for 120 number of EXIDE 12 V 66AH 6EL
Tubular UPS Batteries for the branches in Kollam CPC, Trivandrum
Region of KSCB Ltd.**

1 Terms and Conditions for e-Procurement

This tender is and e-Tender and is being published online for purchasing 120 number of EXIDE 12 V 66AH 6EL Tubular UPS Batteries for the branches in Kollam CPC, Trivandrum Region of KSCB Ltd. The tender is invited in two cover system from the registered and eligible firms through e-procurement portal of Government of Kerala (<https://www.etenders.kerala.gov.in>). Prospective bidders willing to participate in this tender shall necessarily register themselves with above mentioned e-procurement portal.

The tender timeline is available in the critical date section of this tender published in www.etenders.kerala.gov.in

A) Online bidder registration process:

Bidders should have a Class II or above Digital Signature Certificate (DSC) to be procured from any Registration Authorities (RA) under the Certifying Agency of India. Details of RAs will be available on www.cca.gov.in. Once, the DSC is obtained, bidders have to register on www.etenders.kerala.gov.in website for participating in this tender. Website registration is a one-time process without any registration fees. However, bidders have to procure DSC at their own cost.

Bidders may contact e-Procurement support desk of Kerala State IT Mission over telephone at 0471-2577088/188/388 or 0484-2336006, 2332262 or 0487-2764788, 2764188 or 0483-273294 or through email etendershelp@kerala.gov.in for assistance in this regard.

B) Online Tender Process:

The tender process shall consist of the following stages:

- i. Downloading of tender document: Tender document will be available for free download on www.etenders.kerala.gov.in. However, tender document fees shall be payable at the time of bid submission as stipulated in this tender document.
- ii. Pre-bid meeting: Party can visit the site office time with prior intimation. No meeting scheduled. Any Clarification please contact 9447340774
- iii. Publishing of Corrigendum: All corrigendum shall be published on www.etenders.kerala.gov.in and shall not be available elsewhere.

iv. Bid submission: Bidders have to submit their bids along with supporting documents to support their eligibility, as required in this tender document on www.etenders.kerala.gov.in. No manual submission of bid is allowed and manual bids shall not be accepted under any circumstances.

v. Opening of Technical Bid and Bidder short-listing: The technical bids will be opened, evaluated and short-listed as per the eligibility and technical qualifications. All documents in support of technical qualifications shall be submitted (online). Failure to submit the documents online will attract disqualification. Bids short-listed by this process will be taken up for opening the financial bid.

vi. Opening of Financial Bids: Bids of the qualified bidder's shall only be considered for opening and evaluation of the financial bid on the date and time mentioned in critical date's section.

C) Documents Comprising Bid: Two Cover

Qualification or Technical proposal shall contain the scanned copies of the following documents which every bidder has to upload.

- i) Scanned copy of the tender duly filled in as a token of acceptance of all tender conditions.
- ii) Technical details like Specifications of materials quoted made and model, model execution, time chart, scheme, warranty detailed etc.
- iii) Proof of remittance of tender form fee and EMD.
- iv) The financial bid in excel format (BOQ) and Financial Documents and its split up.

The Bidder shall complete the Price and (BOQ) in M/s Excel format as per format given for download along with this tender.

Note: The blank price bid should be downloaded and saved on bidder's computer without changing file-name otherwise price bid will not get uploaded. The bidder should fill in the details in the same file and upload the same back to the website.

Fixed price: Prices quoted by the Bidder shall be fixed during the bidder's performance of the contract and not subject to variation on any account. A bid submitted with an adjustable/ variable price quotation will be treated as non-responsive and rejected.

D) Tender Document fees and Earnest Money Deposit (EMD)

The Bidder shall pay, a tender document fees of Rs. 1200/- + 18% GST and Earnest Money Deposit or Bid Security of Rs. 6,000/-. The Bid security is required to protect the purchaser against risk of Bidder's conduct, which would warrant for the feature of security.

Online payment modes: The tender document fees and EMD can be paid in the following manner through e-payment facility provided by the e-Procurement system.

1. State Bank of India (SBI) Internet Banking: If a bidder has a SBI internet banking account, then, during the online bid submission process, bidder shall select SBI option and then select internet banking option the e-Procurement system will re-direct the bidder to SBI's internet Banking page where he can enter his internet banking credentials and transfer the tender document and EMD amount.

2. National Electronic Fund Transfer (NEFT) / Real Time Gross Settlement (RTGS)

If a bidder holds bank account in a different bank, then, during the online bid submission process, bidder shall select NEFT/RTGS option. An online remittance form would be generated, which the bidder can use for transferring amount through NEFT/ RTGS either by using internet banking of his bank or visiting nearest branch of his bank. After obtaining the successful transaction receipt no, the bidder has to update the same in e-procurement system for completing the process of Bid submission. Bidder should only use the details given in the Remittance form for making a NEFT/RTGS payment otherwise payment would result in failure in e-Procurement system.

As NEFT payment status confirmation is not received by e-Procurement system on a real-time basis, bidders are advised to exercise NEFT mode of payment option at least 48 hours prior to the last date and time of bid submission to avoid any payment issues.

For RTGS the timings that the banks follow May vary depending on the customer timings of the bank branches and settlement from RBI. Bidders are advised to exercise RTGS mode of payment at least 24 hours prior to the last date and time of bid submission to avoid any payment issues.

NEFT/RTGS payment should done according to following guidelines.

1. Single transaction for remitting Tender Document Fee and EMD : Bidder should ensure that tender document fees and EMD are remitted as on single transaction.

2. Account number as per Remittance Form only: Account No. entered during NEFT/RTGS remittance at any bank counter or during adding beneficiary account in internet banking site should be the same as it appears in the remittance form generated for that particular bid by the e-Procurement system. Bidder should ensure that tender document fee and EMD are remitted only to the account number given in the Remittance form provided by e-Procurement system for that particular tender.

3. Bidders must ensure that the banks input the Account Number (which is case sensitive) as displayed in the Remittance form. No additional information like bidder name, company name, etc. should be entered in the account no column along with account no. for NEFT/RTGS remittance.

4. Only NEFT/RTGS Remittance Allowed: Account to Account transfers, State Bank Group Transfers (GRPT), payments from NRE Accounts, SWIFT Transfers, IMPS or cash payments are not allowed and are treated as invalid mode of payments. Bidder must ensure that the banker does NEFT or RTGS (for above 2 lakhs payments as per RBI guidelines) transaction only and specially instruct the banks not to convert the payment type to GRPT or any other payment mode.

5. Amount as per Remittance form: Bidder should ensure that the amount being remitted is neither less nor higher than the amount shown in remittance form.
6. UTR Number: Bidder should ensure that the remittance confirmation (UTR number) received after NEFT/RTGS transfer should be updated as it is, in the e-Procurement system for tracking the payment.
7. One Remittance Form per Bidder and per Bid: The remittance form provided by e-Procurement system shall be valid for that particular bidder and bid and should not be re-used for any other tender or bid or by any other bidder.

Any transaction charges levied while using any of the above modes of online payment has be borne by the bidder. The supplier/contractor's bid will be evaluated only if payment status against bidder is showing "Success" during bid opening.

E) SUBMISSION PROCESS:

For submission of bids, all interested bidders have to register online as explained above in this document. After registration, bidders shall submit their Technical and Financial bids online on www.etenders.kerala.gov.in along with online payment of tender document fees and EMD.

For page by page instructions on bid submission process, please visit www.etenders.kerala.gov.in and check "Bidders Manual Kit" link on the home page.

It is necessary to click on "Freeze bid" link/icon to complete the process of bid submission otherwise the bid will not get submitted online and the same shall not be available for viewing/ opening during bid opening process.

2. General Conditions

The following general conditions of the contract shall be read in conjunction with the conditions of the contract. The following clauses shall be considered as extent and not limitation of the obligations of the contractor. The special conditions attached to the conditions also will form part of the conditions of the contract.

2.1. General Terms and Conditions of Tendering, Contract and Execution.

For this tender and subsequent contract, unless in consistent with or otherwise indicated by the context, the following terms shall have the meaning defined here under.

2.1.1 “Bank” shall mean The Kerala State Co-operative Bank Ltd. Thiruvananthapuram Regional office or representative duly authorized to deal with matters regarding this work on his behalf

2.1.2 “Tender” shall mean tender notice, and all pertaining documents related to the tender.

2.1.3 “Contractor” shall mean the individual or firm or company whose tender with or without later amendments has been accepted and in whom a letter of intent/ work order has been issued by the Bank.

2.1.4 “Contract” shall mean and include the tender notice/ invitation to tender, the tender and all pertaining documents, the letter of intent, the purchase/work order, the correspondence exchanged after receipt of tenders and before issue of the letter of intent, the drawing, technical specification and standards relating to the contract work and the formal agreement executed by the successful tenderer/vendor with the Kerala State Co-operative Bank.

2.1.5 “Work/Works” means and included all the works specified or set forth and required in any, by the specifications drawing and other documents which form part of this contract or to be implied therefore or incidental there or to be here after specified or required in such further explanatory instructions, drawing etc. as shall from time to time during the progress of the work, be given by the bank.

2.2 DOCUMENTS COMPRISING BID:

(a) The First Stage - Part-I Pre- Qualification cum Technical Bid with Commercial terms without Price Bid. Technical proposal shall contain the scanned copies of the following documents which every bidder has to upload:

- Envelop -1 shall contain, Part-I (this document in PDF form)/ scanned copies of:
 - i. Part I of the tender documents downloaded (signed with office seal)
 - ii. Agency/Tenderer should submit all the documents of Minimum eligible criteria's in the Technical envelope Mentioned in Tender documents.
 - iii. Agreement in the prescribed format on Govt. of Kerala stamp paper worth Rs.200/-
 - iv. Copy of Registration Certificate of the bidder firm/ Govt. order of accredited agencies.
 - v. Copy of GST Certificate.
 - vi. Copy of PAN card of the authorized signatory/TAN
 - vii. Documents to prove the annual Turnover of the bidder along with a certificate from Chartered Accountant regarding net worth. (Capital + Reserves)

viii. Copy of the work orders and certification from the office regarding execution of the order, to prove the experience in executing similar orders, as specified.

(b) The Second Stage (Financial Cover as per two cover system):

Envelop -2 shall contain the Price Schedule as per BOQ in Excel format for this tender to be downloaded from e-tender website, duly digitally signed by the tenderer/authorized signatory of the tender.

The department doesn't take any responsibility for any technical snag or failure that has taken place during document upload.

The Bidder shall complete the Price bid as per format given for download along with this tender.

Note: The blank price bid should be downloaded and saved on bidder's computer without changing file-name otherwise price bid will not get uploaded. The bidder should fill in the details in the same file and upload the same back to the website.

2.3. TENDER DOCUMENT FEES AND EARNEST MONEY DEPOSIT (EMD)

The Bidder shall pay the Earnest Money Deposit or Bid Security of Rs. 6,000/- and Tender fee of Rs.1,416/-. The Bid security is required to protect the purchaser against risk of Bidder's conduct, which would warrant the forfeiture of security.

Online Payment modes: The tender EMD can be paid in through e-Payment facility provided by the e-Procurement system. Bidders can make payment only via Internet banking facility.

- Internet Banking: If a bidder has an internet banking account, then, during the online bid submission process, bidder shall select the appropriate option and then select Internet banking option. The e-Procurement system will redirect the bidder to internet banking page where he can enter his internet banking credentials and transfer the tender document and EMD amount.

Any transaction charges levied while using the online payment has been borne by the bidder. The supplier/Firms bid will be evaluated only if payment status against bidder is showing "Success" during bid opening.

2.4 SUBMISSION PROCESS:

For submission of bids, all interested bidders have to register online as explained above in this document. After registration, bidders shall submit their Technical bid and Financial bid online on www.etenders.kerala.gov.in along with online payment of tender document fees and EMD.

For page by page instructions on bid submission process, please visit www.etenders.kerala.gov.in and click “Bidders Manual Kit” link on the home page.

It is necessary to click on “Freeze bid” link/ icon to complete the process of bid submission otherwise the bid will not get submitted online and the same shall not be available for viewing/ opening during bid opening process.

2.5 VALIDITY

The tender offer shall be kept valid for acceptance for a period of 6 months from the date of opening of offers. The offers with lower validity period are liable for rejection.

Further, the tenderer may extend the validity of the Bids without altering the substance and prices of their Bid for further periods, if so required

2.6 DEVIATIONS

The offers of the Tenderers with Deviations in Commercial terms and Technical Terms of the Tender Document are liable for rejection.

NOTE: Tender can be downloaded and bided from website address: <https://etenders.kerala.gov.in>

**Sd/-
General Manager,
Kerala State Co-operative Bank**

1. General Terms and Conditions:

In support of fulfilling all the essential conditions mentioned the Firms shall submit the details, mentioning the name of work, tendered amount, gross value of work done, date of commencement as per agreement & actual date of completion as per agreement along with schedule of quantities executed and any penalty levied due to delay in executing the work. The tender documents can be made available for viewing only at Kerala Bank website. Please note that tender documents are not transferable. Tender can be downloaded and bided from website address: <https://etenders.kerala.gov.in>

- Items should be delivered within the stipulated time mentioned in supply order.
- Any difficulty in delivery of stationery due to paucity of raw materials or any other unforeseen contingency shall be intimated well in advance.
- The price quoted should be inclusive of all taxes and other charges.
- Any defects/ deviation in specification, quantity or quality in items supplied will amount to outright rejection and loss if any arising that will have to be borne by the supplier. (Specification attached Separately and part of this Tender Notice)
- Kerala Bank has reserve the right to procure the items directly from other sources when the selected supplier fails to deliver the items in stipulated time/ intimate their inability to honor the supply order for any reason for whatsoever and if later found some items get considerable discount in the market.
- Repeated supply of inferior quality items will entail cancellation of the agreement at once.
- Tender documents are to be submitted in two parts. The First part shall consist of the technical Bid including the EMD and the documents in support of eligibility criteria. The second part shall contain the financial bid showing the detail schedule of work. **Tenders complete in all respects, will be accepted through online up to 3.00 PM on 14th August 2023. The bid shall be opened at 11.00 AM on 17th August 2023.** Please note, that bids submitted without EMD are summarily being rejected. The bidder those who will not submit the self-attested hard copies of required documents in the office, the technical bid of the bidder will not be opened.
- The Earnest Money amounting to **Rs. 6,000.00 (Rupees Six thousand only)** as remitted online and drawn in favour of the **Kerala State Co-operative Bank**

should be deposited along with the tender documents in first part (Technical bid). **Tender received without earnest money/ proper document will be invalid and rejected.**

- Kerala Bank does not bind himself to accept the lowest or any tender and reserves the right to accept the tender either in whole or in part of the tender and the tenderer shall be bound to perform the same at the rates quoted. The decision of the Officer shall be final in this regard.
- Canvassing in connection with the tenders is prohibited and the tenders submitted by the Firms who resort to canvassing are liable for rejection.
- The Bid shall remain valid for a minimum period of 6 months from the date of opening of the tender for the purpose of acceptance and award of work. Validity beyond 6 months from the date of opening shall be by mutual consent.
- In case of any queries, necessary clarifications please be sought from the General Administration Department of the Kerala State Co-operative Bank. No claim whatsoever will be entertained in this regard for any alleged ignorance thereof.
- Taxes as applicable will be deducted from every bill and also from the final bill of the Firms at the rate prescribed by govt. from time to time.
- The successful bidder will be required to inform the names, qualifications and experiences of the supervising staff to be deployed for execution of the work. In case of any changes occurring during the course of execution of the said work, the same shall also be intimated by the bidder to the Bank.
- The Firms shall have to make arrangement of insurance for all his employees.

2. Price Escalation

The rates quoted shall be deemed to be free from escalation of any kind. The Bank shall not be accepted for any reason, whatsoever, price and tax escalations or any other item in respect of any material and or any category of labour during the whole period of operation of contract. The rates accepted by the contract agreement shall not be changed or any reason.

1. The tenderer should submit a statement along with his tender giving details of the tenderers previous experience of similar works of comparable nature, also the type and size organization owned by him.

2. The Bank does not bind himself to accept the lowest tender and reserves to himself the right to reject any or all the tenders received without assigning any reason whatsoever the Bank also retains the right to negotiate with any one or all the tenders

after the opening of the tender and any of the terms of clauses of the tender. The work may be split up and awarded in part, if considered expedient.

3. The rate quoted by the tenderer shall include but not limited to all cost of labour, materials, supervision thereof, hire for all tools and implements, incidental charges, and cover the insurance, taxes, duties, delivery, loading and unloading, installation, commissioning at site etc.

4. The work shall conform to general approval standards. The selection of materials shall also conform to approved general standards. The tenderer shall specifically mention in the tender response the make/ manufacturer and model of the entire item supplied, items from reputed manufacturers with ISI mark only are acceptable.

5. The work site shall always keep clean of unwanted materials, rubbish etc. and all necessary safety precautions for men & materials shall be taken by the contractor as per safety rules.

6. Tenders which are incomplete in any respect shall be rejected.

3. Terms of Payment, Guarantee and Completion.

3.1 Payment

3.1.1 The payment shall be made as under:
95% payment of the completed works shall be paid after satisfactory completion and on recommendation by the Engineers/officers concerned of the Bank. Balance 5% of the payment will be paid after satisfactory completion of the guarantee period

3.1.2 50% advance of quoted value will be considered against bank guarantee or 50% advance of quoted value will be considered against 80% of work completed and recommendation of Regional Manager.

3.2 Guarantee

The supplier shall ensure that all items supplied under the contract shall conform to the academy requirements and specifications. The supplier shall guarantee the equipment supplied and services rendered under the order for a minimum period of 4 years for all items from the date of installation. The supplier shall replace any material, which has proved defective or failed to conform to the desired specifications, free of cost to the Bank, with minimum guarantee as stated above. In case the equipment supplied and commissioned by the contractor does not meet the performance requirements as per specifications and documents, the contractor shall be liable to pay to the Academy, actual damages or compensation as assessed by it.

3.3 Completion time.

3.3.1 The work covered by the contract shall be commenced and executed in accordance with the schedule within 20 days from the date of award of work.

3.3.2 Extension of Time

If the contractor shall desire extension of the time for completion of the work on the grounds of his having been unavoidably hindered in its execution or on any other grounds, he shall apply in writing to the Bank who reserves the right to decide on the matter.

4. Inspection and testing

Assistant Engineer or authorized representative shall have all powers to inspect any portion of the work, examine the materials and workmanship at the contractor's work at any stage.

4.1 Rejection of defective equipment and materials.

If any portion of material before it is taken over found defective or fails to fulfil the extend of the requirement, the contractor shall on receipt of a written notice from the Bank forthwith to replace the defective materials within a stipulated period of 15 days or replace the equipment's at no extra cost to Bank. Any damage caused during the transit, testing etc. shall be made good by the contractor without any extra charges to the bank.

If upon delivery at site, it is found that the equipment/components (inspected and approved earlier or otherwise) are not in conformity with the specification, the same shall be rejected by the Bank and notification to this effect shall be issued to the supplier. The supplier shall arrange removal of the rejected items within 15 days failing which the Bank shall be at liberty to dispose of such rejected items in any manner as it may think fit. All expenses incurred by the Bank in disposing of the rejected items including money paid to the supplier shall be recoverable from the supplier.

5. Bye-Laws

The Contractor shall comply with Bye-laws and regulations of local and statutory authorities having jurisdiction over the work and shall be responsible for payment of all necessary notices and keep the Bank informed of the said compliance with Bye-laws, payment made, notices issued and received.

6. Cancellation of contract and alternative arrangement for effecting the supply/executing the work.

In case of the failure of the contractor to keep up to the executing and delivery schedules and if in spite of written notice given to him by the Bank he falls to improve his rate of performance of work within reasonable period there after (one week) the Bank can terminate the contract immediately without any legal notice and thereafter the Bank shall have every right to get the work completed through other agency/agencies at the risk and cost of the contractor. Further any loss or extra cost in this regard will be deducted from any amount due to the contractor.

7. Arbitration

Arbitration shall not be a means of settlement of disputes or claims arising out of this contract relating to the work. In case of any dispute or difference between the parties of the contract, either during or after the completion of the work or after termination or branch of contract, or as to the interpretation of the provisions of the contract or as to any matter of thing arising there under except as to any matter left to the discretion of the bank under the clauses of the contract, such dispute or difference shall be referred to the arbitrator.

Any disputes which may arise between contractor and the bank under this agreement shall be referred to arbitration as per arbitration clause as contemplated under the Kerala Co-operative Societies Act 1969. Also decision and award of the arbitrator shall be final and have binding on the contractor and the bank.

8. EXTRA ITEMS AND ADDITIONS

8.1. Power to make alternations:

The Bank shall have the power to make in writing any alterations, omissions, additions or substitutions for original specifications, designs, patterns and instructions that may appear to him, necessary or advisable during the progress of the work and the contractor shall bound to carry out the work in accordance with any instructions which may be given to him by the Bank or representative. Such omissions, additions alterations or substitutions shall not invalidate the contract. Any altered, additional or substituted work, which the contractor May be directed to do in the manner specified above as part of the work shall be carried out by the contractor on the same conditions in all respect on which the main work was agreed to be done. Addition to existing items and quantities will not constitute an extra item. The agreed rates for all item shall remain unchanged till the completion of the contract.

8.1.1 No alternations, omissions, amendments, additions, substitutions or deviations of the work under the contract as shown by the contract, drawings of the specifications shall be made by the contract except as directed in writing by the Bank.

8.1.2 Rates for additional items.

a) The rates for additional, altered or substituted work if directly available in the contract for the work, the contractor shall be bound to carry out the work at the same rate as are available in the contract for the work.

b) If the rates for the additional, altered or substituted work are not directly available in the contract for the work, the rates for a similar class of work as specified in the contract shall be worked out and agreed mutually.

c) In the absence of any agreed rate or similar item in the contract, the rate for the extra item of work shall be mutually agreed based in the evaluation of cost and other charges, if ascertained from the PWD schedule of rates or local market rate.

9. SITE INSPECTION

Before submission of offer, the bidders are advised to inspect the site of work and the environments and be will acquainted with the actual working and other prevalent conditions, facilities available, position of material and labour, means of transport and access to Site, our office area and working hours etc. No claim will be entertained later on the grounds of lack of knowledge of any of these conditions.

10. SCOPE OF WORK

10.1. Detailed works required for the project was mentioned in the BOQ (Bill of Quantities) and as per the schedule attached to the tender document

10.2 Liquidated damages

If the contractor does not complete the work order this as per specifications and time schedule for reasons entirely attributable to the contractor, penalty will be imposed by KSCB Ltd at the rate of 1% (one percentage) of the total cost for each week delay subject to a maximum of 5%(five percentage) of the total cost. After KSCB Ltd will have the rights to cancel the order if delay exceeds three months.

The scope of work shall also include all civil works associated with erection of the equipment and making good and painting the civil works as required. The Contractor shall include for the supply of entire materials in accordance with this specification and the whole of the work and fixing necessary for the complete installation as set down in his specification and with the accompanying schedule.

11. TECHNICAL SPECIFICATIONS

11.1. General

KSCB LTD requires that all goods and materials to be used in the works are new, unused, or the most recent or current models and incorporate all recent improvements in design and material. Only the KSCB's requirements and design brief are specified in the following section. These are not restrictive. The Bidder shall carry out, and be responsible for, the design of the Works. The bidder is required to examine and check the specifications included in the Bid documents to confirm their correctness in its bid and to assume full responsibility for them. The contractor has to draft, the technical specification standards for goods, materials and workmanship with recognized codes and standards.

The intent of the Technical Specification is to ensure that the equipment's and the work shall fully comply with and conform to the relevant Bureau of Indian Standard Specifications, Standard Building codes of practice, Indian Electricity Act, Indian Electricity Rules and other Statutory Regulations, and other standards as may be applicable and to the best available standards of engineering, design workmanship. The equipment and work shall perform in manner acceptable to KSCB Ltd who shall interpret meaning of the applicable Specifications/ Codes and shall have the right to reject any equipment of work, which in their assessment, is not complete to meet the standard/Code.

12. DOCUMENTS TO BE SUBMITTED ONLINE AND SPECIAL TERMS AND CONDITION FOR EVALUATING TECHNICAL ELIGIBILITY OF THE BIDDER.

Bidder May go through the below mentioned terms and condition and submit the same via. Technical bid of the project.

Bidder must be empanelled vendor of Scheduled commercial banks/ Small finance banks/ Co-operative Banks/ NBFCs/Registered PWD/LSGD Contractor/Registered Firm and

1. Should be well experienced in similar work execution of retail bank branches and proof of the work to be enclosed as part of experience.
2. Should have capability of executing all items mentioned in the scope of works as per attached BOQ.
4. The supplier shall not assign/sublet to any person or persons the execution of the supply or any part thereof without the consent of the Bank, who shall have absolute power to refuse such consent and or to cancel the contract at any time if not satisfied with the manner in which the contract is being executed
5. Water, electricity, accommodation, labour and storage of materials shall be arranged by vendor and the cost for the same need to be factored in the quotation.
6. In case the rates quoted is found to be very low than the estimated amount, the bank reserves right to submit additional security deposit by vendor.
7. There shall be regular inspection and checking for quality of material and workmanship.
8. Sample of all materials to be approved by engineer in charge.
9. If during inspection any material/ workmanship is found deviating from quality standards, vendor shall be liable to redo the entire work at their own cost up to the satisfaction of engineer in charge/ authorized officer.
10. The project shall be completed within 20 days from date of issue of PO .
11. Late delivery charges of 1% per week shall be applicable after 20 days and in case project is late beyond control bank reserves right to cancel the work order and assign the work to another vendor.
12. The supplier must confirm their acceptance of the terms and conditions mentioned herein above

**Sd/-
General Manager,
Kerala State Co-operative Bank**

PRELIMINARY AGREEMENT
(to be executed on stamp per Rs.200/-)

Preliminary Agreement entered into on this
 day of
 Two Thousand and Twenty Three
 between General Manager (Thiruvananthapuram Region) for and on behalf of the
 Kerala State Co-operative Bank Ltd. (hereinafter called for the Bank) of the one part
 and Sri.

 (here enter full name and address of the bidder) hereinafter called the bidder of the
 other part for the execution of the agreement as well as for the execution of the work
 for 120 number of EXIDE 12 V 66AH 6EL Tubular UPS Batteries with 48 months
 replacement warrenty under buyback scheme for the branches in Kollam CPC,
 Trivandrum Region of KSCB Ltd.

Whereas the Bank invited tenders for the work of as
 (here enter
 name of the work) by Notification No.
 dtd in the
 And whereas para of the Notice inviting tenders stated as follows.

Before commencing work or within a week after the date when the award of the tender has been intimated to him, the bidder shall deposit a sum sufficient to make up to the balance of 5 percent of the probable value of contract which together with the amount of earnest money deposited shall be treated as security for the fulfillment of the same and shall execute an agreement for the work in the specified form. If he fails to do this or in the case of contract maintain a specified rate of progress (to specified in each case the tender schedule) the earnest money and security deposit shall be forfeited and fresh tenders shall be called for or the matter otherwise disposed off. If as a result of such measures due to the default of the bidder to pay the requisite deposit, sign contract or take place possession of the work, any loss to Bank due to the same will be recovered from him as areas of revenue, but should it be a saving to Bank. The original bidder shall have no claim whatever to the difference. Recoveries on this or any other account will be made from the sum that may be due to the bidder on this or any or other subsisting contracts or under the Revenue Recovery act otherwise the Bank May decide.

NOW THEREFORE IN THE PRESENCE OF WITNESS it is mutually agreed as follows.

The terms and conditions for the said contract having been stipulated in the said tender form to which the bidder has agreed a copy of which is here to be appended which forms the part of this agreement, it is agreed that the terms and conditions stipulated therein shall bind the parties to this agreement except to the extent to which they are abrogated or altered by express terms and conditions herein agreed to and in which respect the express provisions herein shall supersede those of said tender form.

The bidder hereby agreed and undertake to perform and fulfil all the operations and Obligations connected with the execution of the said contract work of "120 number of Exide 12 V 66AH 6EL Tubular UPS Batteries with 48 months replacement warrenty under buyback scheme for the branches in Kollam CPC, Trivandrum Region of KSCB Ltd." (Hereinafter the name of the work) if awarded in favour of the bidder.

If the bidder does not come forward and to execute the original agreement after the said work is awarded and selection notice issued in his favour or commits breach of any of the conditions of the contract as stipulated in clause of the notice inviting tenders as quoted above, within the period stipulated then the Bank May re-arrange the work otherwise or get it done directly at the risk and the cost of the bidder and the loss so sustained by the bank can be realized from the bidder under the Revenue Recovery Act as if arrears of land revenue as assessed quantified and fixed by and adjudicating authority consisting of the bank, Assistant Engineer or any other officer or officers authorized by Bank in behalf , taking into consideration the prevailing PWD rates and after giving due notice to the bidder. The decision taken by such authority officer or officers shall be final and conclusive and shall be binding on the bidder.

The Bidder further agrees that any amount found due to the Bank under or by virtue of this agreement shall be recoverable from the bidder from his EMD and his properties movable and immovable as arrears of Land Revenue under the provision of the Revenue Recovery Act for the time being in force or in any other manner as the Bank deem fit in this regard.

The Bidder further assures that it is clearly understood that the settlement of claims either by part bills or by final bills will be made with the officer in charge of the work under the respective heads of account in which the work is sanctioned and arranged and also subject to the seniority of such bills. No claims for interest or for damages whatsoever shall be made for the related settlement of claims of bills.

IN WITNESS THERE OF Sri.
(here enter the name of the Director of the Bank/ Authorised officer of the Bank) for
on behalf of the Kerala State Co-operative Bank Ltd. and
.....

.....
.....
.....
the bidder have set their hand on the day and year first above written

Signed by (Sri. (officer/ officers of
the Bank)

In the presence of
witness :

1

2

Signed and delivered by (bidder) in the
presence of

1

2

TENDER ACCEPTANCE
LETTER

(To be given on Company Letter
Head)

Date:

To,

Sub: Acceptance of Terms & Conditions of Tender

Tender Reference No: _____

Name of Tender / Work: - _____

Dear Sir,

1. I / We have downloaded / obtained the tender document(s) for the above mentioned 'Tender/Work' from the web site(s) namely: as per your advertisement, given in the above mentioned website(s).

2. I / We hereby certify that I / we have read the entire terms and conditions of the tender documents from Page No. _____ to _____ (including all documents like Tender document(s), BOQ(s), etc.), which form part of the contract agreement and I / we shall abide hereby by the terms / conditions / clauses contained therein.

3. The corrigendum(s) issued from time to time by your department/ organisation too have also been taken into consideration, while submitting this acceptance letter.

4. I / We hereby unconditionally accept the tender conditions of above mentioned tender document(s) / corrigendum(s) in its totality / entirety.

5. I / We do hereby declare that our Firm has not been blacklisted / debarred by any Govt. Department / Public Sector undertaking.

6. I / We certify that all information furnished by our Firm is true & correct and in the event that the information is found to be incorrect / untrue or found violated, then your department / organization shall without giving any notice or reason therefore or summarily reject the bid or terminate the contract, without prejudice to any other rights or remedy including the forfeiture of the full said Earnest Money Deposit absolutely.

Yours Faithfully,

(Signature of the Bidder, with Official Seal)

Bidder's Profile

| | | |
|---|---|--|
| 1 | Name of the Bidder / Firm | |
| 2 | Name & Designation of the person submitting the Tender | |
| 3 | Address of the Firm | |
| 4 | Mobile & Land Line Nos. | |
| 5 | Registration & incorporation particulars of the firm: (Please attach attested copies of documents of registration / incorporation of the firm with the competent authority as required under business law) | |
| | | |
| 6 | Name of Proprietor / Partners / Directors | |
| 7 | Bidder's Bank Name and Account Numbers | |
| 8 | Permanent Income Tax No. & Income Tax Circle (Please attach a copy of PAN Card / valid NOC certificate) | |
| 9 | GST Registration No. (Please attach a copy of Registration Certificate) | |

I/We hereby declare that the information furnished above is true and correct.

Place:
Date :

Signature of Bidder/Authorized Signatory
Name of the Bidder

LIST OF APPROVED MAKE

| SL NO | SPECIFICATIONS | DESCRIPTION |
|-------|----------------|--|
| 1 | BRAND NAME | Exide |
| 2 | MODEL | 12V, 66 AH, 6 EL Tubular Batteries |
| 3 | WARRANTY | 4 years replacement warranty under Buy Back Scheme |

*The contractor shall use only the above mentioned Brands/Model/Materials. All other materials shall confirm to the specifications laid down. The contractor shall take this into account while tendering rates/prices. All materials and sections used should adhere to the manufacturer's guidelines and the contractor has to submit certificate from the manufacturer on usage of their specified product / sections. Any Deviation from above list shall be done by prior written approval from the Bank