

No. KSCSTE/231/2021-C4

Dated: 30/03/2021



KERALA STATE COUNCIL FOR SCIENCE, TECHNOLOGY & ENVIRONMENT
Sasthra Bhavan, Pattom. P. O, Thiruvananthapuram – 695 004

Tender for the Supply of UPS battery at Sasthra Bhavan, Pattom. P. O, Thiruvananthapuram

Name and address of the Contractor :

.....

.....

.....

Last date and time for submission of Tender : 17.04.2021 , 2.30 pm

Date and time of Opening Tender : 17.04.2021, 3.00 pm

Contractor

File No. KSCSTE/231/2021-C4

Dated: 30.03.2021

TENDER NOTICE

Sealed competitive tenders, super scribed "**Tender for the Supply of UPS Batteries** for the use of Kerala State council for Science , Technology & Environment, is invited so as to reach the office of the undersigned not later than 2.30 pm on 17.04.2021

Earnest Money Deposit (EMD), calculated @1% of the Purchase Assessment Cost (PAC), should be paid by the firm. Tenders will be opened at **3.00 p.m on 17.04.2021** The E.M.D should be furnished in the form of D.D in favour of the Controller of Administration, Kerala State Council for Science, Technology and Environment, Sasthra Bhavan, Pattom, Thiruvananthapuram – 4 along with sealed tenders.

The tender documents can be had from the office of the undersigned on remittance of tender form cost. The tender form can be downloaded from our website www.kscste.kerala.gov.in. at free of cost.

Dr. S. Pradeep Kumar
Member Secretary

Contractor

1. Validity of the tender

The tender shall remain valid for a period of 45 days from the date of opening of the tender.

The tenderer shall sign at the right hand bottom of each page of the tender documents. Controller of Administration, Kerala State Council for Science, Technology and Environment, Sasthra Bhavan, Pattom, Thiruvananthapuram – 4 does not find himself, to accept the lowest or any tender or to assign any reason thereof and also reserves the right to accept the whole or part of the tender and the tenderer shall in such an event be bound to perform the contract at the same rates quoted in the tender for the different segments of the work.

2. General Conditions of Contract

- 2.1 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 extend 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.

3 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:-

3.1.1

- 3.1.2** 'Controller of Administration' shall mean, Controller of Administration, Kerala State Council for Science, Technology and Environment, Sasthra Bhavan, Pattom, Thiruvananthapuram – 4 or his representative duly authorised to deal with matters regarding this work on his behalf.

- 3.1.3** 'Tender' shall mean tender notice, and all pertaining documents related to the tender.

- 3.1.4** 'Contractor' shall mean the individual, or firm or company whose tender with or without later amendments has been accepted and to whom a letter of intent/work order has been issued by the Controller of Administration.

- 3.1.5** '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 Controller of Administration, Kerala State Council for Science, Technology and Environment, Sasthra Bhavan, Pattom, Thiruvananthapuram – 4.

- 3.1.6** 'Work/Works' means and included all the works specified or set forth and required in any, by the specifications drawings 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, drawings etc. as shall from time to time during the progress of the work, be given by the KSCSTE.

- 3.1.7** "KSCSTE shall mean the Kerala State Council for Science, Technology and Environment, Sasthra Bhavan, Pattom. P. O., Thiruvananthapuram-4

Security Deposit

- 3.2.1** A sum of 5% value of contract, shall be deposited by the tenderer whose tender is accepted, as security deposit with Controller of Administration within ten days of receipt of notification accepting the tender letter of intent/work order issued by the Controller of Administration Security deposit will be refunded after the period of guarantee, whenever applicable or after final settlement of dues whichever is later.

- 3.2.2** No interest will be payable to contractor on EMD or Security deposits by the KSCSTE.

3.3 Tender rates and validity

3.3.1 Tenderer should quote both in figures as well as in words the rates and amount tendered by him for each item in such a way that interpolation is not possible. All corrections and alterations in the entries of tender papers will be signed in full by the tenderer with the date. In case of conflict, between words and figures, the lower amount will only be considered as correct.

3.3.2 Tenders submitted by tenderers shall remain valid for acceptance for a period of 45 days from the date of opening of the tender. The tenderer shall not be entitled, during the said period of 45 days without the consent in writing of the Controller of Administration, to revoke or cancel his tender or to vary the tender given or any term thereof.

3.3.3 Price Escalation

The rates quoted shall be deemed to be free from escalation of any kind. The KSCSTE shall not accept 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 for any reason.

3.3.4 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 of the organisation owned by him.

3.3.5 The Controller of Administration 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 Controller of Administration also retains the right to negotiate with any one or all the tenderers after the opening of the tender and any of the terms or clauses of the tender. The work may be split up and awarded in part, if considered expedient.

3.3.6 The rate quoted by the tenderer shall include all cost of labour, materials, supervision thereof, hire for all tools and implements, all related electrical works, incidental charges, and cover the insurance, taxes, duties, delivery, loading and unloading at site etc.

3.3.7 The work should conform to general standards. The selection of materials also will be general standards.

The work site should always be kept clean of unwanted materials, rubbish etc. and all necessary safety precautions, should be taken by the contractor as per safety rules.

3.3.8 Tenders which are incomplete in any respect, shall be rejected.

3.4 Terms of payment, completion time and penalty guarantee

3.4.1 The payment shall be made as under:

Full payment of the completed works will be paid immediately after satisfactory completion, testing and necessary certification from the Head, ISD, KSCSTE.

3.4.2 The contractor shall guarantee that all equipments & installation shall be free from any defect and the equipment shall operate satisfactorily and that the performance and efficiency of the equipment shall not be less than the guaranteed values. The guarantee shall be valid for a period of 3 years from the date of satisfactory reliability and performance tests. Any part found defective during the guarantee period shall be replaced by the contractor free of cost to the KSCSTE. The prompt service of the contractor for such works shall be made available free of cost to the Controller of Administration.

3.4.3 Inspection and testing

Controller of Administration's authorised representative shall have all powers to inspect any portion of the equipment, examine the materials and workmanship at the contractors work of any other place.

3.4.4 Rejection of defective equipment and materials

If any portion of material thereof before it is taken over found defective or fails to fulfill the extend of the requirement, the contractor shall on receipt of a written notice from the Controller of Administration forthwith to replace the defective materials within a stipulated period mentioned in the written notice or replace the equipments at no extra cost to KSCSTE. Any damage caused during the transit, testing etc. shall be made good by the contractor without any extra charges to the KSCSTE.

3.4.5 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 Controller of Administration informed of the said compliance with Bye-Laws, payment made, notices issued and received.

3.4.6 Completion time

The work covered by the contract shall be commenced and executed in accordance with the schedule within **Two week** from the date of award of work.

3.4.7 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 Controller of Administration who reserves the right to decide on the matter.

3.4.8 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 a written notice given to him by the Controller of Administration he fails to improve his rate of performance of work within reasonable period there after (two week) the Controller of Administration can terminate the contract immediately without any legal notice and thereafter the Controller of Administration 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 the amount due to the contractor.

3.4.9 Arbitration

Arbitration shall not be a means of settlement or 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 breach 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 KSCSTE under the clauses of the contract, such dispute or difference shall be referred to the Civil Courts of Thiruvananthapuram and the jurisdiction of such matter will be confined to Courts Thiruvananthapuram only.

3.5. Extra items and additions

3.5.1 Power to make alterations:

The Controller of Administration shall have the power to make in writing any alterations, omissions, additions or substitutions for original specifications, drawings, designs, patterns and instructions that may appear to him, necessary or advisable during the progress of the work and the contractor shall be bound to carry out the work in accordance with any instructions which may be given to him by the Controller of Administration or his 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, and the rates according to clause 3.5.3. 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.

3.5.2 No alterations, 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 Controller of Administration.

3.5.3 Rates for additional items

- a) The rates for such 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 market and other agencies.

4. Particular Specifications:

4.1 (i) Scope of work:

Specifications and details of the components shall included in the quotation.

4.2 General

Work shall be carried out in accordance with the specifications in the schedule, local rules, relevant standards and as per directions of Officer-in-charge.

4.3 All materials are to be supplied by the contractor

4.4 All materials shall have to confirm to relevant technical Specifications.

4.5 Brochure of different models quoted should be enclosed

4.6 Warranty, AMC conditions, nearest servicing centers details, user reference, necessary supporting catalogues and demonstration should be provided.

Note: *The rate shall be inclusive of all taxes and duties, supply, installation and commissioning of the entire items.*

**Sd/-
Member Secretary**

Contractor

Specification of batteries to be supplied

1. Preferred make Quanta/ Panasonic/Rocket-SMF VRLA Technology

2.12V 65AH

3. The quoted battery should fulfil the following specifications as per the JISC(Japanese Industrial Standards Committee) 8702/1998 or IEC 60896-21/22 latest or any equivalent standard

4. OEM Certified Entreprises Business Partner(CBP)of the UPS OEM(Numeric) since it is under AMC with Numeric Legrand.

5. Warranty 3 years.

6. Quantity:- $24 \times 3 = 72$ Nos On buy back of 72 old batteries.

Suppliers should be furnished details in the prescribed format given below:

Sl.No	Item	Make	Unit price	Total price (excluding tax)	Total price (including tax)	Grand Total

Buy back rate of each battery:

Contractor