



Kerala Start-Up Mission (KSUM)

Formerly Technopark Technology Business Incubator (T-TBI)

G3B, Thejaswini, Technopark Campus
Thiruvananthapuram 695 581
Kerala State, India
Phone No: 08047180470

NOTICE INVITING TENDER

TENDER NO. KSUM/KTIZ/ISC/Tender/09/2021-22

1	Tender No:	KSUM/ KTIZ/ ISC/ Tender/ 09/ 2021-22
2	Name of Project	Replacement of 12 V, 75 Ah VRLA/SMF battery for 40 KVA UPS (make : Numeric) on buyback basis at ISC, Kalamassery
3	Scope of work	Supply and installation of 12 V, 75 Ah VRLA/SMF battery with warranty for 24 months for 40 KVA UPS (make : Numeric) on buyback basis at ISC, Kalamassery
4	Type of Tender	Item rate
5	Basis of estimate	DSR
6	Issue of Tender Documents	Tender documents can be downloaded free of cost from the e-GP website: www.startupmission.kerala.gov.in/quotation
7	Tender document available for download	25 th Sep 2021 from 11:00 am
8	Tender submission closing date & time	4 th Oct 2021 at 6:00 pm

9	Tender Opening Date	5 th Oct 2021 at 11:00 am
10	Pre bid meeting	28 th Sep 2021 at 10:30 am
11	Clarifications if any	Visit the site before submitting the tender. For any clarifications please contact 9645336739
12	Commencement of work	15 days from the date of issue of order / handing over of site whichever is later.
13	Completion period	60 days from the date of commencement of work
14	Escalation	Firm item rate without escalation
15	Bid Submission fee	Rs.400.00 /- (By DD/Cheque in favour of Technopark Technology Business Incubator)

16	Submission of Bids :Two Bid system	<p>Part I:Technical Bid (Submit the following documents)</p> <ol style="list-style-type: none"> 1.Tender Documents (Notice Inviting Tender, General Conditions of Contract) 2.Company registration details 3. Copy of GST registration 4.Documentary evidence of pre-qualification. 5.Technical specification document as per given in Annexure 1 6.PQ confirmation as per given in Annexure 3 <p>Part -II-Financial Bid</p> <ol style="list-style-type: none"> 1.As per the Format given in Annexure 2.
17	Earnest Money Deposit (EMD)	Rs 2700/- (By DD in favour of Technopark Technology Business Incubator)
18	Security Deposit / Performance Guarantee to be	3 % of the quoted amount, of which shall be in the form of Demand Draft in favor of Chief

	made within 15 days from the date of order	Executive Officer, KSUM.
19	Release of security deposit/Performance Guarantee /retention amount	Security Deposit / Retention will be released after the Defects Liability Period after deducting any dues from the Contractor at that point of time.
20	Bid validity	6 months
21	Warranty period	24 months (365 days) from the date of installation.
22	Liquidated damages	1% of balance contract value per week subject to a maximum of 10% of the amount of contract for delay in supply or delay in completion of scope of work.
23	Mobilization Advance	No Mobilization advance will be paid.
24	Address to which the bid is to be submitted (Hard Copy)	The Chief Executive Officer, Kerala Startup Mission, Integrated Startup Complex, KTIZ, Kalamassery.
25	Arbitration	Disputes, if any will be finalized under the jurisdiction of Court at Ernakulam.

The bid document shall be submitted to the Kerala Startup Mission, Integrated Startup Complex, KTIZ, Kalamassery, Pin-683503 before 04/10/2021, 06.00 pm by **registered post/courier/by hand** superscribing the name of work on the envelope.

Chief Executive Officer
KSUM

Instructions to Tenderers

- 1) The Tenderer shall carefully study the details in Tender and the General Conditions of Contract and Instructions to tenderers before the submission of the tender. All documents should be signed and sealed on all the pages of the tender document/ tender and the General Conditions of Contract and Schedule for the supply of materials.
- 2) An amount of Rs 2700/- towards EMD as Demand Draft in favour of Technopark Technology Business Incubator
- 3) **Submission of Tenders:-** The bid shall be submitted in 2 covers - Technical and Financial covers. Technical specifications must be accepted as per annexure 1 and submit the financial bid in the prescribed format in the annexure 2.
- 4) Tenders will be accepted upto **04/10/2021**, 06.00pm. Tenders will be opened at 11.00 **am on 05/10/2021 by the Chief Executive officer**, Kerala Startup Mission, Integrated Startup Complex, KTIZ, Kalamassery, Pin-683503 in the presence of tenderers or their representatives, who may be present at that time. If the tender opening day happens to be a holiday, the tender will be opened on the next working day.
- 5) **Earnest Money Deposit (EMD):**

In order to ensure maximum number of competitive tenders, an amount of Rs. 2700/- has been fixed as Earnest Money Deposit (EMD).

1. Bidder shall submit EMD online in the e-tender portal & non- submission of sufficient EMD shall be one of the primary reasons for rejection of the offer in the first round.
2. Public Sector Undertakings and MSMEs registered within the State are exempted from remittance of EMD subject to submission of valid documents

3. None of the bidders other than those specified above are exempted from the remittance of EMD, in any case.
4. EMD of unsuccessful bidder will be discharged/ returned as promptly through online transfer.
5. The successful bidder's EMD will be discharged upon the bidder signing the contract and furnishing the performance security.
6. No interest will be paid for the EMD submitted.

**Kerala Startup Mission
(Formerly Technopark TBI)**

TENDER NO. KSUM/KTIZ/ISC/Tender/09/2021-22

GENERAL CONDITIONS OF CONTRACT

**Chief Executive Officer
KSUM**

FORM OF TENDER

To

Kerala Startup Mission,
ISC, KTIZ, Kalamassery, Pin-683503

Sir,

I/We hereby tender to supply against your Tender No KSUM/KTIZ/ISC/Tender/09/2021-22 under the annexed General Conditions of Contract the whole of the articles referred to and described in the attached specification and schedule, or any portion thereof, as may be decided by you, at the rates quoted against each item. The articles will be delivered within the time and at the places specified in the schedule.

I/We have attached the required earnest money of Rs. 2700/- as Demand Draft in favour of Technopark Technology Business Incubator

Yours faithfully,

Name and Address of Tenderer

Kerala Startup Mission

(Formerly Technopark TBI)

I.GENERAL CONDITIONS

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

- 1) The Tender documents and other details may be collected from the office of Kerala Startup Mission (Formerly Technopark TBI) on written request. Cost of tender document Rs 400/- shall be remitted through Demand Draft in favour of Technopark Technology Business Incubator.
- 2) The Earnest Money Deposit (EMD) amounting to Rs 2700/- shall be remitted through Demand Draft in favour of Technopark Technology Business Incubator.
- 3) The rates quoted should be for the unit specified in the schedule attached and should be only in Indian currency. Tenders in any other currency will be liable to rejections. The column "Total" should also be correctly filled in.
- 4) Intending tenderers should submit their tenders to the office of Kerala Startup Mission (Formerly Technopark TBI) on or before the time and date specified in the Notice Inviting Tender.
- 5) **Tenderers** without sufficient earnest money will be rejected. The earnest money of the unsuccessful tenderers will be returned as soon as possible after the tenders are settled, but that of the successful tenders will be adjusted towards the security that will have to be deposited for the satisfactory fulfillment of the contract. No interest will be paid for the earnest money deposited.
- 6) The tenderer shall submit a copy of PAN card AND Copy of GST registration certificate of the authorized signatory/firm GST registration certificate along with the Tender.
- 7) The tenders will be opened in the presence of those Tenderers or their representatives who may be present at that time. Details of prices etc. will be read out to those present at that time and such details will not be furnished to the representatives if they call at a later date.
 - 7(a) The rates will be considered firm for acceptance till the validity of the offer. If any tenderer withdraws from his tender before the expiry of the period fixed for keeping the rates firm for acceptance, the earnest money deposited by him will stand forfeited to the KSUM.
 - 7(b) Tenderers not stipulating period of firmness and tenders with price variation clause and/or 'subject to prior sale' conditions are liable to be rejected.

7(c) Tenders subject to conditions will not be considered. They are liable to be rejected on that sole ground.

8) Tenderers shall invariably specify in their tenders the delivery conditions including the time required for the supply of articles tendered for.

9) The final acceptance of the tenders rests entirely with the CEO-KSUM, who does not bind himself/herself to accept the lowest or any tender. But the tenderers on their part should be prepared to carry out order in respect of such portion of the supplies included in their tenders as may be allotted to them. In any case the decision of the CEO-KSUM, shall be final and no correspondence shall be entered in to as to why a tender was not accepted or why a portion of the item only was ordered for etc.

10) In the case of materials of a technical nature the successful tenderer should be prepared to guarantee satisfactory performance for a definite period.

11) The successful tenderer shall also execute an agreement in the form prescribed by the KSUM for the due fulfillment's of the contract within the period to be specified in the letter to the contractor and shall have to pay all stamp duty, lawyer's charge, and other expenses incidental to the execution of the agreement. Failure to execute the agreement within the period specified would entail the penalties set out in Para 12 below.

12) The successful tenderer shall before signing the agreement and within a fortnight after the acceptance of this tender has been intimated to him deposit a sum equivalent to 5 (Five) percent of the value of the contract rounded to the next multiple of hundred rupees as **Security Deposit/Bank Guarantee** for the satisfactory fulfillment of the contract. The amount of security may be deposited in the manner prescribed in Special instruction of Purchase order/Workorder. If the successful tenderer fails to deposit the security and execute the agreement as stated above the earnest money deposited by him will be forfeited to the KSUM and the contract advertised again at the defaulter's risk. Any loss incurred by the KSUM on account of the re-tender will be recovered from the defaulter who will however not be entitled to any gain accruing thereby.

13) The security deposit shall, subject to the conditions specified herein, be returned to the contractor after successful completion of guarantee period/defect liability period to the satisfaction of the KSUM. But in the event of any dispute arising between the KSUM and the contractor, the KSUM shall be entitled to deduct out of the deposits or the balance there of until such dispute is determined, the amount of such damage costs charges and expense as may be claimed. The same may also be deducted from any other sum, which may be due at any time from the KSUM to the contractor.

In the case of contract, with performance guarantee the security deposits shall normally be released only after expiry of the period of guarantee.

14) All payments to the supplier will be made by the Chief Executive Officer, Kerala Startup Mission, Technopark, Trivandrum. Payment will be made only after executing the agreement and after the verification of actual supplies, erection and commissioning as per payment condition mentioned in clause 23.

15) The contractor shall not assign or make over the contract or the benefits or burdens thereof or any part thereof to any other person or persons or body corporate. The contractor shall not underlet or sublet to any person or body corporate the execution of the contract or any part thereof without the consent in writing of the CEO, KSUM. CEO, KSUM shall have absolute power to refuse such consent or to rescind such consent any time, if he is not satisfied with the manner in which the contract is being executed, and no allowance or compensation shall be made to the contractor or the sub-contractor upon such rescission provided always that if such consent be given at any time the contractor shall not be relieved from any obligation, duty or responsibility under this contract.

16) In case the contractor becomes insolvent or goes into liquidation, or makes or proposes to make any assignment for the benefit of his creditors, or proposes any composition with his creditors for the settlement of his debts or carries on behalf of his creditors or in case any receiving order or orders for the administration of his estate are made against him or in case the contractor shall commit any act of insolvency or in case in which under any clause or clauses of his contract, the contractor shall have entered himself liable to damages amounting to the whole of his security deposits the contract, shall thereupon after notice given by the CEO,KSUM, to the contractor be determined and the Firm may complete the contract in such time and manner and by such persons as the CEO,KSUM shall think fit. But such determination of the contract shall be without any prejudice to any right of remedy of the firm against the contractor of his sureties in respect of any breach of contract therefore committed by the contractor. All the expenses and damages caused to the firm by any breach of contract by the contractor shall be paid by the contractor to the firm and may be recovered from him under the provisions of the revenue recovery Act in force in the State.

17) 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, Stipulation and agreements here in contained and on his part to be observed and performed then and in any such case, it shall be lawful for CEO, KSUM (if he/she shall think fit to do so) to arrange for the purchase of the said articles and things elsewhere or on behalf of the firm by an order in writing under the hand of the CEO, KSUM to put an end to this contract and in case the KSUM shall have incurred, sustained or been put to any costs, damages or expenses by reason of such purchases or by reason of this contract having been so put an end to or in case any difference in price, compensation loss costs, damages expenses or other money shall then or at any time during the continuance of this contract be payable by the contractor to the Firm under and by virtue of this contract it shall be lawful for the

KSUM from and out of any moneys for the time being payable or owing to the contractor from the KSUM under or by virtue of this contract or other wise to pay and reimburse to the KSUM all such costs damages and expenses they may have sustained incurred or been put to by reason of the purchase made elsewhere or by reason of this contract having been so put an end to as aforesaid and also all such difference in price, compensation, loss, cost damages, expenses and other moneys as shall for the time being, be payable by the contractor as aforesaid.

(a) In case any difference or dispute arises in connection with the contract, all legal proceedings relating to the matter shall be instituted in the Court within whose jurisdiction the Purchasing Officer voluntarily resides.

(b) In case, where a successful Tenderer after having made partial supplies fails to fulfill the contracts in full, all or any of the materials is not supplied may at the discretion of the purchasing officer, be purchased by means of another tender/Tender or by negotiation or from the second lowest tenderer who had offered to supply already and the loss if any, caused to the KSUM shall thereby together with such sums as may be fixed by the Firm towards damages be recovered from the defaulting tenderer.

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

19) The tenderer shall undertake to supply materials according to the standards and specifications.

20) No representation for enhancement of rate once accepted will be considered.

21) Any attempt on the part of the tenderers or their agents to influence the firm in their favor by personal canvassing will disqualify the tenderers.

22) Tenderers should be prepared to accept orders that in the event of their default to supply as ordered or failure to supply within the period stipulated in the order the security deposited will be forfeited. The KSUM has also the option to refuse to accept the supply and also the further option that when belated supplies are accepted the price to be paid will be as settled by the KSUM. or /and CEO KSUM whose decision will be final and the contractor will the further liable to pay 1% of value of materials supplied as liquidated damages for every week or part there of subject to a maximum of 10% of value of belated supplies. But where the actual damages is provided as exceeding this amount the contractor is liable to pay such damages instead of the said 1% or 10% above stipulated.

(a) "Where due to any default of contractor in the execution of contract, the KSUM makes purchases on open market or after negotiation or after inviting fresh tender and setting with any of such tenderers, as per the discretion of the KSUM or its officers invested with powers to enter into such contracts the contractor will be liable to pay the KSUM the extra costs incurred by the KSUM and also other expenses defrayed.

If the equipments are offered and inspected within the contractual delivery schedule, the materials will be accepted without imposing penalty if they are delivered within 15 days from the date of issue of Material Dispatch Clearance Certificate. This is not applicable for refixation of prices.

Penalty is applicable for belated replacement of materials rejected also as stated above.

If the rejected materials are not lifted from the site/store within 15 days of receipt of the intimation of rejection by the consignee the supplier/contractor shall be liable to pay ground rent @ 0.1% of the above value of rejected materials for every day of delay. Maximum ground rent shall be 10%.

23) Payment Conditions:- 100 % payment would be made against completion of supply/work as per scope and submission of all the test certificates and guarantee certificates etc. Clause relating to this of the General conditions of contract stand amended to this extent. Bank charges if any incurred in connection with effecting payments will be to the supplier's account. KSUM has all liberty to change the type of payment depending on the prevailing condition. Any increase in taxes and duties on account of crossing limit of turnover as specified by Government rules and regulations or due to delay in supply will not be compensated by KSUM. Payment towards taxes and duties and insurance will be made only on production of documents.

The final payment will be made on production of an undertaking by the supplier/contractor that all taxes and duties payable to the Central/ State Government Departments/ Agencies due to this supply/ contract have been paid by him and if any claim is received in future from any Central/ State Government Departments/ Agencies under existing laws regarding this supply/contract, the supplier/ contractor shall be liable to pay the same.

No Mobilization advance will be paid.

24) Offers with **FIXED Price** alone will be considered. The prices quoted should be inclusive of all taxes duties etc and excluding GST, which are or may become payable by the contractor under existing or future laws or rules of the country of origin or supply during the course of execution of the contract. In the absence of specific stipulations to the contrary in the tenders, it will be assumed that the prices quoted are inclusive of all such taxes duties etc, and extra claims therefore will not be accepted. No post tender intimation regarding price will be considered.

- 25) The rates quoted should be in the unit specified in the schedule attached and should be only in Indian currency. Offers with any other currency will be liable to rejection.
- 26) Special conditions, if any mentioned in the tender of the tenderer or in any other communication from him will not be applicable to the contract unless they are expressly accepted in writing by the purchaser.
- 27) Even in case where no alternate purchases are arranged for the materials not supplied, the proportionate portion of the Security Deposit based on the cost of the materials not supplied at the rates shown in the tender of the defaulter shall be forfeited and balance alone shall be refunded.
- 28) All incidental expenses incurred by the KSUM for making payments outside the district in which the claim arises shall be borne by the contractor.
- 29) Any sum of money due and payable to the Contractor including security deposit returnable to him under this contract may be appropriated by the Purchasing Officer or the firm or any other person authorized by the KSUM and set off against any claim of the Purchasing officer for the payment of a sum of money arising out of or under any other contract made by the contractor with the purchasing Officer or any other person authorized by the KSUM.
- 30) No alterations shall be made in the specification or schedules annexed hereto, except to the extent of filling in the Tender documents and schedules, which should be attached to the Tenderer's detailed Offers. Tenderer's are however at liberty to add such details and conditions, and offer such alternative designs as they may consider desirable. If they do so, they must type the same and annex the added matter to the tender submitted by them giving in every instance full reference to the clause in the specification of General Conditions or the description in the schedules to which the proposed alterations refer. Any such alterations, additions or deviations shall not be binding on the KSUM except in so far as they are approved by the KSUM and duly incorporated in the contract. If the space provided in the schedules is not sufficient, additional sheets may be inserted. Tender with incompletely filled in schedules will not be considered. Full and complete technical particulars and commercial terms and conditions shall be clearly stated in the tender.
- 31) If the Tenderer has any doubt about the meaning of any portion or the General Conditions of Contract and Schedule for the supply of materials or the specification, he should refer them in writing to the Chief Executive officer, G3B, Thejaswini, Technopark Campus, Karyavattom, Trivandrum - 695581 for clarification in order that the doubts may be cleared before submission of the Tender.
- 32) The tenderer should send along with his tender an agreement executed and signed in Kerala Stamp paper worth appropriate value.

33) The Courts situated in Ernakulam alone will have jurisdiction to entertain civil suits pertaining to this contract.

II. Special Conditions of Contract

1. Prices: Rate shall be inclusive of all taxes and duties except GST. The prices shall be in figures as well as in words. In case of any discrepancy between the two, the amount written in words will be taken as correct. In case of discrepancy between unit rates and total price, the unit rates shall be taken as correct.
2. Validity :- The Tender should be valid for a minimum period of 6 months from the date of opening of quotation.
3. Right of acceptance:- KSUM reserves the right of rejecting any or all bidders wholly or partially without assigning any reasons whatsoever.
4. Commencement of work :- 15 days from the date of issue of work order / handing over of site whichever is later.
5. Time of completion of supply/work :- Time of completion will be 60 days from the date of order.
6. Submission of bid - The bid shall be submitted in 2 covers - Technical and Financial covers. Technical specifications must be accepted as per annexure 1 and submit the financial bid in the prescribed format in the annexure 2.
8. Special condition - All the materials and tools required for the work shall be arranged by the contractor and the rate quoted must be inclusive of all these.
9. **Defects liability period**
 - a. Warranty period : 24 months (365 days) from the date of installation. The security deposit shall be released after successful completion of warranty period.
 - b. All defective items of work and defects noticed and brought to the attention of the Contractor during the Defects Liability Period shall be promptly and expeditiously attended to and replaced and/or rectified and made good by the Contractor at his own cost, to the complete satisfaction of the Engineer-in-Charge.
 - c. Replacement and/or rectification and making good by contractors of all defective materials, equipment and/or workmanship during defects liability period: The Contractor shall replace and/or rectify and make good, at his own cost, and to the satisfaction of the Engineer-in-Charge, all defective items of work and defects arising, in the opinion of the Engineer-in-Charge, from materials, equipment, and/or workmanship not performing or being not in accordance with the Drawings or Specifications or the instructions of the Engineer-in-Charge or other Contract Documents or the best engineering and construction practices, and which may appear or come to notice within Defects Liability Period after Virtual Completion of the Work. Any item, material or matter repaired or replaced shall receive a new Defects Liability Period of

like duration beginning upon the date the repaired or replaced item, material or matter is returned for use to the Engineer-in-Charge, provided that the aggregate guarantee period shall not exceed 24 months. The Contractor shall be also liable for all costs associated with damages and/or losses which are a consequence of such defective items of work and defects, and such costs shall be recouped by Engineer-in-Charge /Agreement Authority from the Contractor and shall be recovered from the Performance Security Deposit held and/or from the Contractor's final bill (if the final bill has not been certified and paid for at the time), or the same would otherwise be recovered from the Contractor. Should the Performance Security Deposit held (and the amount in respect of the final bill if it has not been certified and paid for at the time) be insufficient to meet such costs, damages, losses and expenses, as determined by the Engineer-in-Charge, then the Contractor shall be legally bound to pay the balance amount due under the claim to the Engineer-in-Charge within one month of receiving notification to that effect from the Engineer-in-Charge. In the event of failure on the part of the Contractor to pay the balance amount due within one month as stated above, the Engineer-in-Charge shall be entitled to invoke the performance bond and the Contractor shall raise no objection in this regard. In respect of those parts of the Work for which longer guarantee periods are stipulated elsewhere in the Contract Documents, the Defects Liability Period for such parts of the Works shall be until the end of the respective guarantee period that is stipulated for each such part. No payment shall be made to the contractor on this account.No payment shall be made to the contractor on this account.

d. All the material whether Employer supplied or not shall be supplied by the Contractor at his own cost for undertaking any correction/rectification/ replacement of defective/ damaged or uncorrected works.

10. Performance Guarantee - i. The contractor shall submit an irrevocable Performance Guarantee of 3% (Three percent) of the tendered amount in addition to other deposits mentioned elsewhere in the contract for his proper performance of the contract agreement. The performance guarantee shall be releases after successful completion of warranty period.

ii. The Performance Guarantee shall be initially valid up to the stipulated date of completion plus minimum 60 days beyond that, if the same is submitted by the agency on scheduled format I as per GCC. If the same is submitted on the format II as per GCC, then the Performance Guarantee shall be valid up to the stipulated date of completion plus minimum 6 months beyond that. In case the time for completion of work gets enlarged, the contractor shall get the validity of Performance Guarantee extended to cover such enlarged time for completion of work. After recording of the completion certificate for the work by the competent authority, the performance guarantee shall be returned to the contractor, without any interest. However, in case of contracts involving maintenance of building and services/any other work after

construction of same building and services/other work, then 50% of Performance Guarantee shall be retained as Security Deposit. The same shall be returned year wise proportionately.

iii. The Engineer-in-Charge shall make a claim under the performance guarantee except for amounts to which the President of India is entitled under the contract (not withstanding and/or without prejudice to any other provisions in the contract agreement) in the event of:

a) Failure by the contractor to extend the validity of the Performance Guarantee as described herein above, in which event the Engineer-in-Charge may claim the full amount of the Performance Guarantee.

b) Failure by the contractor to pay President of India any amount due, either as agreed by the contractor or determined under any of the Clauses/Conditions of the agreement, within 30 days of the service of notice to this effect by Engineer-in-Charge.

iv. In the event of the contract being determined or rescinded under provision of any of the Clause/Condition of the agreement, the performance guarantee shall stand forfeited in full and shall be absolutely at the disposal of the President of India.

v. On substantial Completion of any work which has been completed to such an extent that the intended purpose of the work is met and ready to use, then a provisional Completion certificate shall be recorded by the Engineer-in-Charge. The provisional certificate shall have appended with a list of outstanding balance item of work that need to be completed in accordance with the provisions of the contract. This provisional completion certificate shall be recorded by the concerned Engineer-in-charge with the approval of Superintending Engineer /Project Manager / Chief Engineer/Chief Project Manager, if required. After recording of the provisional Completion Certificate for the work by the competent authority, the 80 % of performance guarantee shall be returned to the contractor, without any interest. However in case of contracts involving Maintenance of building and services /any other work after construction of same building and services/ other work, then 40% of performance guarantee shall be returned to the contractor, without any interest after recording the provisional Completion certificate.

12. Compensation for Delay - If the Contractor fails to maintain the required progress in terms of the agreed time and progress chart or to complete the work and clear the site on or before the date of completion of Contract or extended date of completion, he shall without prejudice to any other right or remedy available under the law to the Employer on account of such breach, pay as compensation, Liquidated damages @ 1(one) percentage of the contract price per week of delay. The amount of compensation may be adjusted or set off against any sum payable to the contractor under this or any other contract with the Employer.

13. Time and Extension for Delay - The Contractor may request the Agreement Authority in writing for extension of time within 14 (fourteen) days of happening of such event causing delay stating also, if practicable, the period for which extension is desired. The Agreement Authority may, considering the eligibility of the request, give a fair and reasonable extension of time for completion of the work.

14. Acceptance of terms and conditions

14.1 *The bidders must confirm their acceptance of the terms and conditions* mentioned herein and in the enclosed documents. In case any clause is not acceptable to the manufacturer/supplier/contractor, it should be specifically brought out in the quotation failing which it shall be presumed that all clauses mentioned herein above are acceptable to the bidder.

15. Prequalification Criteria:-

15.1 The bidder should have undertaken and successfully completed at least one supply/work of similar nature of contract value not less than Fifty thousand within the last three (3) years, prior to the date of tender notice for reputed IT parks, PSUs or other reputed private organisations.

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

15.3 Any Applicant should have, during the last three years, neither failed to perform on any agreement, as evidenced by imposition of a penalty by an arbitral or judicial authority or a judicial pronouncement or arbitration award against the Applicant, nor been expelled from any project or agreement nor have had any agreement terminated for breach by such applicant. The attention of the bidder is drawn to the fact that the quotation documents are not transferable.

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

1. For PQ criteria no: 1 :- Completion certificate from the clients for satisfactory completion of the qualifying work. copy of the work order showing the value and the scope of work.

2. For PQ criteria 2&3 : Bidders should submit an undertaking for meeting the criteria as per annexure iii

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

Chief Executive Officer

KSUM

Annexure I

**Replacement of 12 V, 75 Ah VRLA/SMF battery for 40 KVA UPS (make :
Numeric) on buyback basis at ISC, Kalamassery**

SI No.	Items	Specifications
1	Scope	Supply and installation of 12 V, 75 Ah VRLA/SMF battery with warranty for 24 months for 40 KVA UPS (make : Numeric) on buyback basis at ISC, Kalamassery

- **The material supplied shall be of reputed make.**
- **The works shall be executed as per suitable IS standards.**

Name and address of the contractor :

Signature and seal of contractor :

Annexure II

Financial Bid Submission Format for Replacement of 12 V, 75 Ah VRLA/SMF battery for 40 KVA UPS (make : Numeric) on buyback basis at ISC, Kalamassery							
SI No	Items	Qty	Unit	Rate	Percentage of GST	Total Amount	
						Without GST	With GST
1	Supply of 12 V, 75 Ah VRLA/SMF battery for 40 KVA UPS	21	No.				
2	Buyback of old 12 V, 75 Ah VRLA/SMF battery for 40 KVA UPS	21	No.				
	Net amount (1)- (2)						

Annexure III

No.....

Date:.....

Undertaking

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

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

Name and address of the contractor:.....

Seal and signature of the contractor:.....