

TENDER DOCUMENT
(Two-part tender)
Tender No: DIS/0001/2022 dated 10-01-2022

**Title: Buy back, Supply & Installation of UPS Batteries at KAU
Headquarters**



KERALA AGRICULTURAL UNIVERSITY
Directorate of Information Systems
KAU Main Campus, KAU P.O., Thrissur, Kerala, 680 656
Phone : +91-487-2438182
E-Mail : sm@kau.in
Website : <http://www.kau.in/tenders>

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Introduction

Kerala Agricultural University (Herein as referred to as KAU) invites bids in two cover system from experienced Service provider/firm/Supplier/Contractor for “Buyback, Supply & Installation of UPS Batteries” in its Vellanikkara campus as per the schedule of requirements given in the BOQ, meeting the technical specifications, subject to the terms and conditions mentioned below.

Important Information

Bid Inviting Authority	Director, Directorate of Information Systems (DIS), Kerala Agricultural University
Tender Notification Reference	Tender No: DIS/0001/2022 dated 10-01-2022 published at http://kau.in/tenders/
Contact Person	Systems Manager Directorate of Information Systems, KAU Headquarters, Vellanikkara. KAU –PO, Thrissur – 680656 Ph: 0487-2438182
Mode of Tender Submission	Tender should be submitted to the Contact Person through post/ by hand
Nonrefundable Tender document fee	0.2% of the quoted value Payment to be remitted as separate DD in favour of Director, Directorate of Information Systems (DIS), KAU, payable at SBI, KAU Campus Branch Vellanikkara Thrissur
Nonrefundable Tender document fee GST	12% of the Tender document fee To be remitted in a separate DD drawn in favour of Comptroller, KAU, payable at SBI, KAU Campus Branch Vellanikkara Thrissur
Earnest Money Deposit (EMD) ***	EMD: 1% of the quoted value Payment to be remitted as separate DD in favour of Director, Directorate of Information Systems (DIS), KAU, payable at SBI KAU Campus Branch Vellanikkara, Thrissur
GST rate	KAU is eligible for a reduced 5% GST rate
Price	Price should be for the total quantity including taxes, installation charges etc. after reducing the buy back price
Last date & time for submitting the Bids [Cover I & Cover II]	21-01-2022 at 5:00 pm
Opening of Pre-Qualification cum Technical Bids (Cover I)	22-01-2022 at 11:00 am
Opening of Commercial Bids	Will be intimated later.

*** **Exception is allowed to companies as per Govt. rules.**

Scope of the Work

The scope of the work includes buy back existing 12V tubular batteries (22 numbers), supply & installation of 12V, LEAD Acid tubular batteries (20 numbers) for the UPS system at the KAU old headquarters building.

Terms & Conditions

1. General Conditions

- 1.1 This tender document is not transferable. Tender documents shall be available only on the Internet and shall not be available for sales elsewhere.
- 1.2 KAU reserves the right to amend or cancel the tender in part or in full without prior notice at any point of time.
- 1.3 If KAU deems it appropriate to revise any part of this tender or to issue additional data to clarify an interpretation of provisions of this tender, it may issue supplements to this tender. Any such supplement shall be deemed to be incorporated by this reference to this tender.
- 1.4 Offered rates and items should be available till March 2022 from the proposal due date (Proposal validity period). Validity of the quoted price should be clearly mentioned in the offer.
- 1.5 Firms who are exempted from the payment of EMD should furnish copy of the currently valid certificates issued from competent authorities.
- 1.6 Timely execution is the core of this project. Slippage if any, in execution, supply, installation and commissioning will lead to penalty, cancellation of the Purchase Order and forfeiting of EMD.
- 1.7 The EMD/Security Deposits furnished will be forfeited in case the contract is not fulfilled as per the terms and conditions mentioned in the tender notice and agreement.
- 1.8 The Vendor shall be responsible for the supply, installation, Commissioning and warranty of the items installed.
- 1.9 All back-to-back terms of the customer from time to time will be applicable to the bidder.
- 1.10 Vendor has to accept all terms & conditions in full. Any deviation likely to lead for rejection of the bid.
- 1.11 All the rules and regulations applicable to Government/KAU tenders will be applicable to this tender also.

2. Preparation of Bids (Document Comprising the bid)

- 2.1 The bid shall be in two parts (covers) as follows
 - 2.1.1 PART-I (PRE-QUALIFICATION CUM TECHNICAL BID)
 - 2.1.2 PART-II (COMMERCIAL BID)
- 2.2 PART-I shall contain
 - 2.2.1 Bidder Information Letter in Bidder's Original Letter Head in the Format listed as ANNEXURE-01.
 - 2.2.2 Bid Form in the Format listed as ANNEXURE-02.
 - 2.2.3 Certificate of Incorporation or Registration of the Firm
 - 2.2.4 Copies of Tax Registration Certificates
 - 2.2.5 Copy of the Permanent Account Number card
 - 2.2.6 Compliance statement as shown in ANNEXURE-03 shall be submitted with compliance noted against each item in detailed technical specification shown in ANNEXURE-05
 - 2.2.7 Detailed specification of the item offered (Copy of commercial bid without price details)

- 2.2.8 Letter of undertaking as shown in ANNEXURE-06
- 2.2.9 The tender should be accompanied by an Agreement in Kerala Stamp Paper worth Rs.200/- and format can be downloaded from the website <http://www.kau.in/tenders> under the menu **Tender related documents**.
- 2.3 PART-II shall contain
 - 2.3.1 Commercial Bid for the Schedule of Items quoted in the prescribed format (BOQ) shown in ANNEXTURE-04

3 Pre-Qualification Criteria

- 3.1 Bidder should be, a Company registered in India or Registered Partnership /proprietary firms
Proof to be attached: Copy of valid Registration Certificates/ Copy of Certificates of incorporation
- 3.2 The bidder should have a registered GST where his business is located
Proof to be attached: Copy of Registration Certificates
- 3.3 The bidder should have a registered Income Tax / PAN number.
Proof to be attached: Copy of Registration Certificates.

4 Technical Criteria

- 4.1 All items offered must be standard, branded make & proven product, withstand all weather conditions and already available in the market.
- 4.2 Only the parties who quote for the entire supply and installation will be considered for awarding the contract.
- 4.3 Vendor shall quote for all items. Partial quotes will summarily get rejected. The successful bidder will be selected on the Lowest Total Financial Quote (L1) basis for the overall quantity in the BOQ comparative chart as generated by the tender system.
- 4.4 The specifications indicated in the Tender Notification are the minimum and bids of the firms not complying with these minimum requirements or having deviations equivalent to the minimum requirements shall be rejected. However, higher than the minimum requirements shall be technically acceptable without any additional financial implication.
- 4.5 The Vendor shall provide / supply any other items like cables, connectors etc. required for the successful installation of the work free of cost, if not mentioned in the attached BOQ.
- 4.6 The Vendor should always ensure that the cabling should be done through the shortest path possible. If KAU finds out that it is not so, the same has to be reworked through the route specified by KAU at the cost of the vendor.
- 4.7 Supply of Unauthorized or Sub-Standard or Old materials detected at any date during or after warranty equipments/ materials shall be replaced forthwith by the Vendor at his own cost. Any penalty or litigations arising out of such supplies shall be the responsibility of Vendor and any consequential damages shall be fully compensated by the Vendor.
- 4.8 No change of specification after the placement of Order shall be entertained unless the alternate model offered are equivalent or higher in specifications and approval of the competent authority (KAU) has been obtained in writing for such a change of model before the delivery of the product. Delivery of the alternate product without such an approval shall not be accepted and KAU shall not be responsible for any delay in delivery schedule on this account.
- 4.9 Compliance statement for the quoted products shall be submitted as shown in ANNEXURE-03.

- 4.10 Bidder must attach required technical brochures / literatures / data sheets for all the products asked in the tender to ensure that compliance to all the specifications given in the tender document can be verified. All the brochures/literature/datasheets shall be counter signed and stamped by the vendor or authorized signatory of vendor. Non-availability of specifications (as mentioned in the tender document) in the brochure/literature will be treated as non-compliance and no clarifications shall be asked in this regard. If bidder fails to submit the required brochures/literatures along with the tender document, it shall be treated as non-compliance and may lead to outright rejection of bid submitted by bidder. No clarifications in this regard shall be sought from the bidder.
- 4.11 Each specifications sought shall be marked or highlighted in the attached brochures / literatures / data sheets. The brochures / literatures / data sheets shall be superscripted with the Item Number and shall be arranged sequentially. The supporting documents shall carry all the required specifications and same shall be marked.
- 4.12 The compliance statement submitted shall be duly supported by technical literature, equipment brochures & other related reports/documents from the OEM. The compliance statement not supported by the documentary evidence shall not be considered. Such bids shall be considered as nonresponsive and may result in rejection on technical grounds.

5 Bid Submission

- 5.1 The bidder shall submit the above tender documents to the Contact Person mentioned in the tender by post /hand.

6 Bid Prices

- 6.1 Prices in the Commercial bid format shall be entered in the following manner:
The total price for the entire quantity including all applicable taxes and warranty of the item(s) in Indian Rupees after reducing the buyback price of the existing battery shall be entered in the respective cell of the BOQ sheet.
- 6.2 The price quoted should be inclusive of all taxes, delivery, freight charges, installation, insurance and all other charges.

7 Bid Evaluation

- 7.1 Evaluation of the Proposal will be done in two stages
 - 7.1.1 Pre-Qualification & Technical Bid
 - 7.1.2 Financial Bid.
- 7.2 PART-I (Pre-Qualification & Technical Bid) of the tender will be opened at the first stage on the due date and time indicated for opening in the tender notice
- 7.3 The PART-II (Financial Bid) will be opened at the second stage on the date and time as intimated after scrutiny of PART-I (Pre-Qualification & Technical Bid).
- 7.4 The financial proposal of only those bidders, who meet the minimum pre-qualification criteria, technical criteria and submit the EMD and tender fee, will be evaluated.
- 7.5 The tenderers whose PART-I (Pre-Qualification & Technical Bid) are found suitable/acceptable to the Purchaser, will be given advance intimation by the Purchaser
- 7.6 The technically unqualified tenderers will neither be given any intimation about the due date and time for opening PART-II (Financial Bid) of the tender nor will they be permitted to participate in the opening of the same.
- 7.7 PART-II (Financial Bid) of the technically disqualified tenderers will not be opened.
- 7.8 The decision of the Evaluation Committee in the evaluation of responses to the tender shall be final. No correspondence will be entertained outside the process of negotiation/discussion with the Committee.

- 7.9 The Evaluation Committee may ask for meetings with the Bidders to seek clarifications on their proposals.
- 7.10 KAU reserves the right to reject any or all proposals on the basis of any deviations. Each of the responses shall be evaluated as per the criteria and requirements specified in this tender.

8 Right to Accept/Reject the Tenders

- 8.1 The undersigned reserves the authority to accept or reject any or all of the offers for any particular item without assigning any reason whatsoever.
- 8.2 Tenders not accompanied with prescribed information or incomplete in any respect, and/or not meeting prescribed conditions, shall be considered as non-responsive and are liable to be rejected.
- 8.3 The undersigned reserves the authority to accept or reject any bid or a part of the bid or to annul the bidding process and reject all bids, at any time prior to award of contract without assigning any reason whatsoever.
- 8.4 If the bidder gives wrong information in his tender, undersigned reserves the right to reject such tender at any stage or to cancel the contract.
- 8.5 The quantities mentioned in ANNEXURE -04 is approximate and it may vary according to the customer requirements. KAU have the right to increase/decrease the quantity mentioned on demand and supplier is abide to supply the same. Billing will be done based on the actual quantities.
- 8.6 Complete deduction/ reduction/increase in number of any item listed, if necessary, at the time of purchase will be at the discretion of the undersigned.
- 8.7 If the procuring entity does not procure any subject matter of procurement specified in the bidding documents due to change in circumstances, the bidder shall not be entitled for any claim or compensation.
- 8.8 The decision of the undersigned in finalizing the tenders shall be final and binding.

9 Issue of Letter of Intent/Supply Order

- 9.1 The acceptance of the tender will be intimated to the successful bidder by e-mail, fax or by post.
- 9.2 The issue of Letter of Intent /Purchase order shall constitute the intention of KAU to enter into the contract with the bidder.
- 9.3 Purchase Order shall be released only after the receipt of customer (KAU) order.
- 9.4 The contractor shall execute an Agreement in Kerala stamp paper worth Rs.200/- with the KAU within a week of issuance of letter of Intent/ Purchase Order. The format can be downloaded from the website <http://www.kau.in/tenders> under the menu **Tender related documents**.
- 9.5 The contractor shall furnish Security Deposit for an amount equivalent to 5% of the contract value in the form of Term Deposit /Bank Guarantee/ Demand Draft drawn in favour of the Director, Directorate of Information Systems (DIS), KAU Main Campus, Thrissur – 680656 payable at the State Bank of India, Vellanikkara (Branch Code: 70670), Thrissur. The format of the Bank Guarantee can be downloaded from the website <http://www.kau.in/tenders> under the menu **Tender related documents**. The validity of the BG shall be for a period of 36 months. The same shall be submitted along with the Agreement. 10% amount will be retained in KAU if the Contractor fails to submit BG or deposit in KAU

10 Supply/Work Completion

- 10.1 The successful bidder has to complete the supply / work within 15 days from the date of receipt of supply order

- 10.2 The item should be delivered and installed at the site.
- 10.3 In the event of failure to deliver the materials/complete the work as per the agreed delivery schedule, we should be entitled to recover a sum equivalent to 1% of the value of materials not supplied/uncompleted portion of the work in time for every 7 days delay or part thereof subject to a maximum of 10% value. Also if the supplies are not within control, the buyer is entitled to cancel the order and make necessary alternative immediate arrangements.
- 10.4 Furthermore, if the delay exceeds 21 days after the scheduled date of supply, such suppliers will not be considered for the subsequent tenders.
- 10.5 The supplier shall agree to supply strictly as per the order terms in respect of quantity and quality and will be free from defects in material.
- 10.6 KAU reserves the right, not to receive material beyond the delivery date given in the order. Any replacement product should be new, provided that it has functionality equal to that of the product being replaced.
- 10.7 If the materials supplied are not as per the specification in the tender; it will be summarily rejected and may result in blacklisting of the Vendor.
- 10.8 The works under execution shall always be open to the Inspection and Supervision of the KAU authorities. KAU authorities decision shall be final and conclusive on all matters of drawings, specifications quality of workmanship and materials used on the work.
- 10.9 Waste & Buyback material Removal: The Vendor should remove the waste material generated during the execution of the work & buy back items immediately after the completion of the work.
- 10.10 Bidder should rectify any faults as per the conditions mentioned in the tender on handing over site to the customer on free of cost.
- 10.11 In case of damage to any of the equipment on account of fault, intentional or unintentional on the part of Vendor, KAU reserves the right to recover the cost of such damage from the Vendor's bill.
- 10.12 KAU is not liable for any loss or damages to the Vendors equipment as a result of variation in voltage or frequency or interruption in power supply or other losses to the Vendors arising there from. The failure or short supply of electricity does not relieve the Vendor of his responsibility for timely completion of the work as stipulated in the contract.
- 10.13 All persons who work with electrical installation/ equipment shall be aware of the electrical hazards, use of protective devices and safe operational procedures.

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11 Documentation

- 11.1 Work schedule has to be submitted before starting work after accepting work order.
- 11.2 Work progress should be reported on daily basis.

12 Warranty Conditions

- 12.1 All batteries, for a period of 4 years from the date of invoice or 48 months from the date of completion of the work, whichever is earlier.
- 12.2 The bidder shall attend to and repair or replace the defect/bugs/non-performance of the equipment/ services detected or reported to the bidder by the KAU during the period of warranty, free of any additional cost to the KAU.
- 12.3 The End to End support will be provided by the Vendor throughout the warranty period. None of items shall be declared as end of support during validity of warranty.

13 Payment Conditions

- 13.1 100% will be paid on successful installation of units and the submitting required security deposits.
- 13.2 Payments will be made after the bills are duly verified and certified by KAU.

14 Contradiction & Clarifications

- 14.1 In case of any contradiction in or between the clauses above, the more stringent of the clauses shall prevail.
- 14.2 Any clarifications or information related to the conditions or specification can be had from the Systems Manager, Directorate of Information Systems, KAU Main Campus, Thrissur-680656 in the phone Number 0487-2438182 during office hours.

ANNEXURE-01: BIDDER INFORMATION LETTER

BIDDER INFORMATION LETTER

(To be submitted in Letter Head)

To

The Director,
Directorate of Information Systems,
Kerala Agricultural University,
Vellanikkara, Thrissur-680 656.

Sir,

Sub: - Tender for the Buyback, Supply & Installation of UPS Batteries at KAU
Headquarters – Bidder information letter

Ref: - Tender no. **DIS/0001/2022 dated 10-01-2022**

I / We have downloaded tender document from the website <http://www.kau.in/tenders> for the Tender and furnishing the following details for your information.

My / our full address for communication (with Telephone/ FAX Nos./Email)	My/our full address on which PO to be placed (with Telephone/ FAX Nos. /Email)

Signature of Bidder
(Seal)

BID FORM

(To be submitted in Letter Head)

To

The Director,
Directorate of Information Systems,
Kerala Agricultural University,
Vellanikkara, Thrissur-680 656.

Sir,

Sub: - Tender for the Buyback, Supply & Installation of UPS Batteries at KAU
Headquarters – Bidder Form

Ref: - Tender no. **DIS/0001/2022 dated 10-01-2022**

1. Having examined the conditions of tender contract, the receipt of which is hereby duly acknowledged, I / We, undersigned, offer to execute all works in conformity with tender specifications referred above and also to the said terms & conditions of contract for the sum shown in the commercial bid(s) attached herewith and made part of this bid.
2. I / We undertake, if our Bid is accepted, to complete supplies and installation within 15 days from the date of confirmed P.O.
3. I / We agree to abide by this Bid up to March 2022 upon the date of confirmed P.O. and it shall remain binding upon us and may be accepted at any time before the expiration of that period.
4. We understand that you are not bound to accept the lowest or any bid, you may receive.
5. I / We affirm that I / We have enclosed the acceptance of all terms and conditions and also all brochures detailing the technical specification of the items quoted by me/us.
6. The tender document for the works mentioned above have been obtained by me from the URL <http://www.kau.in/tenders>, the official website of KAU and I / We hereby certify that I / We have read the entire terms and conditions of the tender document, which shall form part of the contract agreement and I / We shall abide by the conditions / clauses contained therein.
7. I / We hereby unconditionally accept the conditions of tender document in its entirety for the above supplies.

Dated thisday of..... 2022

Signature of

In capacity of

Duly authorized to sign the bid for and on behalf of -----

Witness 1. -----
Signature

Name & Address

Witness 2. -----
Signature

Name & Address

ANNEXURE-03: COMPLIANCE STATEMENT

COMPLIANCE STATEMENT

Sub: - Tender for the Buyback, Supply & Installation of UPS Batteries at KAU

Headquarters – Compliance Statement

Ref: - Tender no. **DIS/0001/2022 dated 10-01-2022**

No.	Name & Model No. of product offered	Specification as per tender	Specification of the item offered	Variation	Cross reference to attached brochures /documents

Name & Address of Company

Signature of Bidder
(Seal)

ANNEXURE-04: BILL OF QUANTITIES

BILL OF QUANTITIES (BOQ)

Sub: - Tender for the Buyback, Supply & Installation of UPS Batteries at KAU

Headquarters – Bill of Quantities

Ref: - Tender no. **DIS/0001/2022 dated 10-01-2022**

Item	Description	Quantity	Total amount in Rs. including Taxes (GST 5%) & Installation charges after reducing the buyback price (for 22 Numbers)
12V Tubular Batteries	Buyback, Supply & installation (As per the Specification ANNEXURE-05)	20	

ANNEXURE-05: DETAILED TECHNICAL SPECIFICATION

DETAILED TECHNICAL SPECIFICATION

Sub: - Tender for the Buyback, Supply & Installation of UPS Batteries at KAU

Headquarters – Detailed Technical Specification

Ref: - Tender no. **DIS/0001/2022 dated 10-01-2022**

UPS Battery	
Parameter	Specification
Specification	Voltage : 12V
	Type: Fully Tubular
	Technology: LEAD Acid
	Capacity: 130 Ah
	Warranty : 4 Years replacement Warranty by OEM
	Standard Compliance: BIS 13369
	C10 rated EL series complying BIS 13369 or equivalent there to with buyback 22 130 Ah old batteries
	Water Level Indicator: YES
	Service Availability at Vellanikkara, Thrissur: YES

ANNEXURE-06: UNDERTAKING ON THE FINANCIAL BID

UNDERTAKING OF THE FINANCIAL BID

(To be submitted in Letter Head)

To

The Director,
Directorate of Information Systems,
Kerala Agricultural University,
Vellanikkara, Thrissur-680 656.

Sir,

Sub: - Tender for the Buyback, Supply & Installation of UPS Batteries at KAU
Headquarters – Undertaking of the financial bid

Ref: - Tender no. **DIS/0001/2022 dated 10-01-2022**

With reference to the above tender, we hereby submit our undertaking for the Supply and Installation of items /equipments.

1. I/We read and agree to all points given in this undertaking.
2. I/We confirm that Mr./Ms is authorized personnel to sign the tender document on behalf of <Full name of Company>
3. Unit price quoted in the BOQ includes the basic price and all applicable taxes at prevailing rates.
4. L1 will be computed as the total price (number of units x unit price including all applicable taxes after reducing buy back price) as given in the BOQ.
5. Price details in pdf format with basic price, Service Tax, VAT and any other taxes (if applicable) shall be submitted along with the financial bid. This should match with the price details given in the BOQ. In case if the tax component mentioned in price details is exceeding the prevailing rates, then KAU shall have the right to deduct the amount while making payment. In case if the tax component mentioned in the price details is less than the prevailing rates, then any additional liability towards tax shall be borne by the bidder without any additional price overheads to KAU.

Signature with seal:

Name and contact no: