



KERALA UNIVERSITY OF HEALTH SCIENCES

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No.10291/2021/A2/19/WORKS/KUHS

Date : 19-01-2022

Re-TENDERDOCUMENT

FOR

Comprehensive Annual Maintenance contract for 90kVA UPS system in Administrative Building.

Document 2022/4686/1 - Tender Document - File No. 2021/10291/1
Approved by Regr on 19/01/2022 12:54:31

<http://www.kuhs.ac.in>
UzQh-umd-wEYAD-fcI



KUHS, Thrissur



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DECLARATION

I do hereby distinctly and expressly declare and acknowledge that I have read the conditions as stipulated in the NIT, General Conditions of Contract, Special conditions of Contract and I do hereby admit that these conditions are binding on me and I shall abide by the terms and conditions as stipulated therein in respect of the work.

I do hereby declare also that, I have read the Revised PWD Manual 2012 and that I am familiar with various clauses contained in it. I am fully aware that the condition contained in the Revised PWD Manual are to become part of Agreement.

I hereby declare that I have perused in detail and examined closely in the Madras Detailed Standard Specification, all Clauses of the standard preliminary specification before I submit the TENDER/ bid and I agree to be bound by and comply with all such specifications except clause 73 and other clauses relating to arbitrations contained therein. The guarantee period as per G.O. (MS) No. 98/02/PWD dated 21/11/1992 is noted by me for this work,

I am enclosing preliminary agreement form in stamp paper for Rs. 200/-.

Signature of the TENDERER

Full address:

Place:

Date:

GENERAL INFORMATION

Name of work	Comprehensive Annual Maintenance contract for 90kVA UPS system Administrative Building.
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1	Estimate Amount	₹1,61,050.00 (Rupees One Lakh Sixty One Thousand and Fifty Only)
2	Earnest Money Deposit (EMD)	₹4050/- as DD in favor of the Registrar, KUHS.
3	TENDER Submission Fee	₹ 672/-(500 +5% service tax+5% service tax+12% GST) as DD in favor of the Registrar, KUHS.
4	Period of Contract Duration	12 months
5	Classification of Bidder	The Contractor shall have carried out atleast a single maintainace work of UPS system not less than 90kVA in last 3Years.
6	TENDER documents	Can be downloaded from the website www.kuhs.ac.in
7	Last date and time of Receipt of TENDER/ Bids	14.30Hrs on 02/02/2022
8	Date and Time of Opening of TENDER	15.00Hrs on 02/02/2022

INSTRUCTIONS TO TENDERER

1. TENDER shall be submitted as per the given format in sealed covers. The covers shall be super scribed as 'TENDER FOR COMPREHENSIVE ANNUAL MAINTENANCE CONTRACT FOR 90KVA UPS SYSTEM IN ADMINISTRATIVE BUILDING.'
2. Date of opening of TENDER shall also be super scribed on the sealed covers.



KERALA UNIVERSITY OF HEALTH SCIENCES

TENDER NOTIFICATION NO. 10291/2021/A2/19/WORKS/KUHS

O. NOTICE INVITING Re-TENDER(NIT)

The Registrar, KUHS invites TENDER from experienced maintenance contractors/Agencies of UPS system.

Name of work	Comprehensive Annual Maintenance contract for 90kVA UPS system including batteries in Administrative Building.
Estimate Amount	₹ 1,61,050.00 (Rupees One Lakh Sixty One Thousand and Fifty Only)
Earnest Money Deposit (EMD)	₹ 4050/- as DD in favor of the Registrar, KUHS.
4 TENDER Submission Fee	₹ 672/- (500 +5% service tax+5% service tax+12% GST) as DD in favor of the Registrar, KUHS.
5 Period of Contract Duration	12 months
6 Classification of Bidder	The Contractor shall have carried out at least a single maintenance work of UPS



KUHS, Thrissur



		system not less than 90kVA in last 3Years.
7	TENDER documents	Can be downloaded from the website www.kuhs.ac.in
8	Last date and time of Receipt of TENDER/ Bids	14.30Hrs on 02/02/2022
9	Date and Time of Opening of TENDER	15.00Hrs on 02/02/2022

TENDER documents and TENDER schedule can be downloaded free of cost from University's website www.kuhs.ac.in

The bids shall be opened at the office of the Registrar, KUHS on **15.00Hrs, 02/02/2022** by the Registrar in the presence of the Bidders / their representatives who wish to attend at the above address. If the TENDER 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.

TENDERS/ bids are to be accompanied with a preliminary agreement executed in Kerala stamp paper worth Rs.200/-. TENDERS/ bids received without the EMD, Cost of TENDER documents/ bid submission fee, copy of recent IT Return, documents to prove the bidder's eligibility (Work completion certificates and preliminary agreement will not be considered and shall be summarily rejected. Further details can be had from the NIT or Office of the Registrar, KUHS during working hours.

All other existing conditions related to TENDER of Kerala PWD will be applicable in this TENDER also.

Sd/-

REGISTRAR






O. GENERAL CONDITIONS OF CONTRACT (GCOC)

1.

- a. TENDERS are invited from experienced maintenance contractors of UPS system who have carried out at least one similar work with UPS system not less than 90kVA in last 3Years,alone are eligible to participate in this TENDER.
 - b. Copy of the completion certificate of works as mentioned in GCOC 1(a) shall be attached with the TENDER. (Clearly showing UPS Capacity, value of contract, name of organization for which work has been done, period of contract. etc.)
 - c. The TENDER document(s), may be downloaded free of cost from website www.kuhs.ac.inNo payment is required for downloading the TENDER documents from the above website however a bid submission fee, as mentioned in this document, is required to be submitted along with the bid.
 - d. Ineligible bidders or bidders who do not possess Experience as mentioned in general conditions clause 1.(a), on the date of bid submission, are strictly advised to refrain themselves from participating in this TENDER. If such instances are noticed, the same shall be treated as “fake bidding” by the respective bidder and such bidder shall be blacklisted.
 - e. The bidders, who submit their bids for this TENDER, accept that they have clearly understood and agreed the terms and conditions including the Form/ Annexures of this TENDER.
 - f. Mention of price details at any place other than the designated place, shall disqualify the bidder and the bid shall be summarily rejected.
2. The items and sub-heads of works to be done are enumerated in the subjoined schedule. Unless otherwise specified, the TENDER must be for the whole or any individual work and part TENDERS are liable to rejection.

3.

- a. The rates quoted shall be inclusive of all taxes applicable.
- b. The overall rates accepted and specified in the agreement shall not be varied on any account whatsoever.
- c. The bidders who quoted very low rates will remit performance guarantee as per the rules in force in KPWD vide G.O.(P)No.429/15/Fin dated 28/09/2015.

- 
4. TENDER duly signed shall be submitted before **14.30Hrs on 02/02/2022**. The bids will be opened at the office of the TENDER inviting authority on **15.00Hrs on 02/02/2022** by Registrar, KUHS. in the presence of those bidders or their authorized agents who wish to be present. The total amount of each TENDER will be read out. There is no provision for correction of bids once submitted. Details of individual rates will be treated as confidential and will not be read out.
5. Selected bidder will be required to produce income-tax and sales tax clearance certificates before final payment is made for the work, and before security deposits released.
6. The bidder must attach the copy of the recent return statement filed by the bidder before the appropriate Income tax authority along with their TENDERS. The bidder shall produce the necessary income tax documents, if required by the department for verification. **In the case of proprietary or partnership firm, it will be necessary to submit copy of the certificates aforementioned for the proprietor or proprietors and for each of the partners as the case may be. All bids received without the copy of certificates mentioned above will be summarily rejected.**
7. The bidder shall carefully study the drawings and additional specifications and all the documents which form part of the agreement to be entered in to by the accepted bidder. The documents connected with the contract such as specifications, plans, descriptive specification sheet regarding materials etc., can also be seen during the office days & hours in the Office of the University Engineer, KUHS.
8. The bidder will examine the site condition and satisfy themselves of the availability of materials at nearby places, difficulties which may arise during execution etc before submitting TENDER for the work.
9. Materials conform to the Indian Standard Specification shall be used on the work, and the bidder shall quote his rates accordingly.
10. Every bidder is expected before quoting his rate to inspect the site of the proposed work. He should also inspect and satisfy himself about the quality and availability of materials. The best class of materials to be obtained for the work. In every case the materials must comply with the relevant standard specification. Samples of materials as called for in the standard specification or in this TENDER notice, or as required by the Engineer in any case, shall be submitted for the Engineer's approval before the supply to site of work is begun. The KUHS will not, however after acceptance of contract rate pay any extra charges for lead or for any other reasons, in case the bidder is found later on to have misjudged the materials available. Attention of the bidder is directed to the standard Preliminary specification regarding payment of seignior age, tolls etc.

Note:-The KUHS does not undertake to construct or make available any approach road or other means of approach to the proposed work site and the bidder shall get acquainted with the available means of approaches to the proposed site and quote for the various items. The KUHS shall not be liable for any claim raised later on the plea of non-availability or non-access to the site.

11. In consideration of the bidder being allowed to quote for the work, he should keep the TENDER firm for a period of 2months from the date of opening the TENDER during which period or till the TENDERS are decided



whichever is earlier, he will not be free to withdraw the TENDER. Any such withdrawal will entail forfeiture of the earnest money deposited for the work. Due to departmental or administrative reasons if it is found necessary to keep the TENDER open for a further period, prior consent of the bidder shall be obtained in writing for every further period of one month.

12. Before commencing the work or within a week after the date when the acceptance of the TENDER has been intimated to him, the bidder shall produce security deposit as provided in the revised Kerala PWD manual and as per G.O.(P)No.429/15/Fin dated 28/09/2015 for a sum equal to 5 percent of the probable value of contract and shall execute an agreement for the work. If he fails to do this or in the case of P.W. contracts maintain a specified rate of progress (to be specified in each case in the TENDER schedule) the earnest money and security deposit shall be forfeited to KUHS and fresh TENDERS shall be called for or the matter otherwise disposed of. If as a result of such measures due to the default, of the bidder to pay the requisite deposit, sign contracts or take possession of the work any loss to KUHS results, the same will be recovered from him as arrears of revenue, but should it be a saving to KUHS, 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 other subsisting contracts or under the Revenue Recovery Act, otherwise the Government may decide.
13. Acceptance of the TENDER rests with the TENDER Inviting Authority who does not undertake to accept the lowest or any particular TENDER.
14. The right to carry out the work in conformity with or in a manner entirely different from the terms of this invitation that may be considered most suitable before or subsequent to the receipt of TENDERS due to exigencies of work, is reserved with the department.
15. TENDER forms and general specifications can be downloaded free of cost from KUHS website. TENDERS not submitted in such prescribed format or submitted incomplete in any respect whatever such as unattested errors and corrections in rates, quantities, units or amounts (figures not expressed in words), totals of contract not entered, etc., shall be summarily rejected.
16. The earnest money deposit of the unsuccessful bidders will be refunded immediately after tabulating TENDERS, keeping only the earnest money of the first 3 lowest TENDERS. The Earnest Money Deposit of the remaining unsuccessful bidders will also be refunded after the execution of agreement by the selected bidder.
17. Solicitors fee, if any, to be paid to the Law Officers of Government for scrutinizing or drawing up of agreements- will be paid and the same recovered from the successful bidder.
18. Any further information necessary can be obtained at the office of the TENDER inviting authority on all working days during office hours.
19. **Executing agreement for the works will be made within the time limit prescribed as follows:**
 - a. The time limit allowed for executing the agreement without fine will be 14 days (Fourteen days) from the date of despatch of the letter of Acceptance to the bidder.
 - b. Further time of 10 days will be allowed to execute an agreement by realizing fine of 1% of the P.A.C subject to a minimum of Rs.1000 (Thousand Only) and maximum of Rs.25,000 (Twenty Thousand Only).



- C. TENDERS will be rejected, if agreement is not executed within 24 days and the EMD of the bidder will be forfeited and work will be awarded to the next lowest bidder, as per rules or Re-TENDERed.
- d. It shall be accepted as a condition of the contract that the payment of the final bill to the bidder less the withheld amount and his acceptance thereof shall constitute a full and absolute release of KUHS from all further claims by the bidder under the contract.
23. Arbitration shall not be a means of settlement of any dispute or claim out of this contract. All disputes and differences arising out of the contract may be executed in pursuance of the modification shall be settled only by the Civil Court in whose jurisdiction the work covered by the contract is situated, or in whose jurisdiction the contract was entered into in case the work extended to the jurisdiction of more than one court.
24. The bidder shall not without the previous sanction in writing of the authority accepting the TENDER execute any power of attorney in respect of any matter, touching this contract, and any such power of attorney executed without such sanction shall not be recognised by or be binding upon KUHS or their officers. It shall be entirely within the discretion of the authority accepting the TENDER either to grant such sanction or to refuse it or to revoke a sanction once given.
25. No part of the contract shall be sublet without written permission of the Registrar, KUHS not shall transfer be made by power of attorney authorise other to receive payment on the bidders behalf.
26. The TENDER inviting authority or other sanctioning authority reserves the right to reject any TENDER or all the TENDERS without asking any reason there for.
27. They will also establish laboratory facilities for testing the quality of the materials at their cost. The quality of materials used by the bidders should be ensured by the departmental officers and testing of the materials wherever necessary will be done by the bidder at his cost.
28. In case of schedule rate contract, if different rates are quoted for the same specification of work under identical working condition at the same site / in different appendices the lowest quoted rates will be accepted for the items in all the appendices.
29. The bidder shall be responsible for the safety of the labour employed by him and he shall be liable of pay the necessary compensation in case of accidents, as per the Workmen's Compensation Act.
30. Tribes of the locality should be employed to the extent possible. The bidder should pay fair wages to the labour engaged on the work which will be fixed by the Government as specified in G. O. 18-8597 / 55/LD. dated 7th March 1955 with amendments time to time and any dues to the labour will be recovered from his bill as fixed by the departmental officers.
31. The bidder will also be liable to abide by the fair wage clause condition attached separately.
31. TENDERS which are not in conformity with this TENDER notice are liable to rejection.
32. This TENDER notice with the conditions stated herein will form part of the contract documents.
33. In the case of schedule contracts when the rates quoted for a particular item in figures and words disagree, the rates quoted in words will be taken for the purpose, of the settlement of the contract. The bidder is bound to accept these rates if the contract is awarded to him. Similarly in the case of percentage rate contract when



the percentage rates quoted in figures and words disagree, the rates noted in words will be taken for the purpose of the settlement of the contract. The bidder is bound to accept these rates if the contract is awarded to him.

34.If any correction is made by the bidder in the TENDER schedule the TENDERS are likely to be rejected.

35.It shall be accepted as a condition of contract that the landed property or bank deposit based on which the solvency certificate was issued by the Revenue Department and produced during the time of Registration will not be alienated during the period of contract without the permission of Government vide G.O. (P)No. 136/74/PW., dated 8th August 1974.

38.The acceptance of the TENDER excess will be as per the guide line issued by the Govt vide G.O. No.133/2016/Fin dated 01/09/2016.

39.Security Deposit(Performance Guarantee)

The selected bidder has to produce a security deposit as provided in the revised Kerala PWD manual and as per G.O.(P)No.429/15/Fin dated 28/09/2015 for a sum equal to 5 percent of the probable value of contract, before signing the agreement. The security amount will be released within 3 months of completion of contract period on application by the Contractor.

40.Additional performance security deposit

The bidder who quotes very low rates will have to remit additional performance security deposit as per G.O. (P)No.429/15/Fin dated 28/09/2015

41. Termination of contract

The prevailing rules in KPWD regarding the risk and cost termination of contract will be applicable to this contract also.





3. SPECIAL CONDITIONS OF CONTRACT(SCOC)

1. All works shall be done in conformity with the specification and condition in the contract in force in the P.W D./CPWD.
2. The rates quoted by the bidder for the various items shall be inclusive of all tools and plants required for the proper execution work and all other incidental charges and separate claim for these will not be entertained under any circumstances.
3. The contractor has to quote for the specification and unit noted in the schedule. No correction of specification unit or quantity is admissible and if they make any correction in the specification, etc., the same will be rejected.
4. The Photo copy of following documents shall be submitted along with the bid.
 - a. Preliminary Agreement on a Rs. 200 – stamp paper. Stamp paper charges to be borne by the bidder himself.
 - b. DD for EMD.
 - c. DD for TENDER fee.
 - d. Copy of PAN Card/sales tax registration
 - e. Copy of recent IT Returns
 - f. Supporting documents to prove the bidder's eligibility as described in **GCOC 1(a)**.
5. The bidder should submit the declaration in the form attached.
6. If the department undertake the supply of any materials, no claim for extra payment due to delay in supply of those materials will be entertained.
7. All items should be carried out as per the relevant specification in the PWD, CPWD, Indian Standards , Kerala Electrical Inspectorate and KSEB.
8. The bidder alone is responsible for the safety of his labourers and damages, if any payable under "Workman's Compensation Act" will be to his debit.
9. It shall be the contract's responsibility to protect the public his employees against accident from any cause during execution of the work and he shall indemnify the KUHS against any claims for injury to person or property resulting from any such, accident and he shall, were provisions of the Workman's Compensation Act apply take steps to properly insure against any claims there under.
10. The bidder shall be liable for any loss caused to the University on account or the above work including any that may arise due to non-fulfilment of the contract. He should comply with the rules laid down in the K. P. W. D. Contract regulations regarding fair wages.
11. The bidder should produce latest sales tax clearance certificate and also income tax clearance certificate for

receiving final payment.

12. The bidder shall be responsible for the payment of sales tax as per rules in force from time to time and the rates quoted for various items remain unaffected by any changes that may be made from time to time in the rate at which such tax is levied. Sales tax agricultural income tax and income tax due to Government from the bidder will be recovered from his bill for the work as per the advice of the authorities concerned.
13. All sums due to the KUHS under or by virtue of this contract shall be recoverable first from the security furnished by the bidder and if the same is found insufficient, such deficit amount shall be recoverable under the provisions of the Revenue Recovery Act for the time being in force as though the same were arrears of Land Revenue or in any other manner as the KUHS may deem fit.
14. The bidder agrees that before final payment shall be made on the contract, he will sign and deliver to the University Engineer either in the measurement book or otherwise as demanded, a valid release and discharge from any and all claims and demands whatsoever for all matters arising out or connected with the contract. Provided that nothing in this clause shall discharge or release the contractor from his liabilities under the contract.
15. The notice inviting TENDER shall form part of the Agreement.
16. The earnest money deposit of the unsuccessful bidders will be refunded immediately after tabulating the TENDERS keeping only the earnest money of the first three lowest bidders the earnest money of the remaining two unsuccessful bidders will be refunded after the execution of agreement by the selected bidder.
17. All other conditions and specifications of contract are the same as those in the KPWD.
18. The method of measurements will be as per Indian standards.
19. The bidder must clearly understand that the settlement of claims either by part bills or by final bill will be made only according to the availability of Funds. No claim for interest or for damages whatsoever shall be made for the related settlement of bills. No such claims shall be admitted by the University.
20. All the other conditions based on the Revised PWD manual 2012 with effect from 01.02.2012 shall form part of the agreement.
21. Arbitration shall not be a means of settlement of any disputes or claims arising out of the contract relating to the work.
22. **The rates TENDERed by a Bidder for the work shall include the cost of :**
 - a. All labour and supervision thereof, all materials, tools, implements and plant of every description, ladders, cordage tackle, etc. as well as the provision of safe and substantial scaffolding required for the proper execution of the work in conformity with the various items of work;
 - b. Supplying the requisite agency with necessary equipment, to set out the work as well as to afford facilities for such examination of the work as the Departmental Officers may at any time consider desirable, as also to count, weigh and assist in the measurement or check measurement of the work or materials;
 - c. Providing and maintaining all temporary fences, shelters, lights, watchmen and danger signals and such other precautions as are necessary for the protection of the work or materials, as well as to protect the public and those connected with the work from accidents at the site of, or on account of the work;
 - d. All fees and royalties of materials and
 - e. Finally clearing away of all rubbish, surplus materials, plant etc. on completion of the work and dressing and leveling off and restoring the site to a tidy condition, after completion of contract period.
 - f. The Bidder shall be bound to bear the expense of defense of any action or law proceedings that may be



brought by person for any injury sustained owing to neglect of above precautions in connection with the execution of the work, and to pay any damages and cost which may be awarded in consequence.

- g. The Bidder shall also help himself out of any difficulties of penalties arising from interference with private property in the execution of the contract.
- h. Any materials brought to the site of work, or any work done by the Bidder but rejected by the Officer-in-charge as being not up to the specifications shall in the case of materials supplied be then and there removed from or broken up at the site of work, and in the case of work done, the dismantled or rectified at the expense of the Bidder, as may be ordered by the Officer-in-charge.
- a. In all cases whether so specified in the contract or not, the work shall be executed in strict accordance with the Bidder's accepted TENDER and these specifications and with such further drawings and specifications and orders as may from time to time be issued by the University Engineer.

23.Payment terms:

Payment shall be released in four instalments on production of quarterly bills certified by University Engineer/Engineer in charge.

24.Period of contract:

This AMC shall be effective for 12 months from the date of Agreement.

25.Eligibility criteria:

Maintenance contractors of UPS system who have carried out at least one similar work with UPS system not less than 90kVA in last 3Years, alone are eligible to participate in this TENDER.

26.“The purchaser reserves its right to terminate the maintenance contract at any time without assigning any reason. The contractor will not be entitled to claim any compensation against such termination. However, while terminating the contract, if any payment is due to the contractor for maintenance services already performed in terms of the contract, the same would be paid to it as per the contract terms”. Notice period for such cancellation to come into effect is one month.

27.Specification & Make of Components to be replaced if any shall be of the same as that of existing.

28.Scope of work of contractor:

Scope in general shall be laid down in the Price Schedule of work, SCOC Clause No 22 and Annexures 1,2,3.

FAIR WAGE CLAUSE

- a. The bidder shall pay not less than fair wages to labourers engage by him on the work. "Fair wages" means wage whether for time or piece work notified at the time of inviting TENDERS for the work and where such wages have not been so notified the wage prescribed by the Central P. W. D. for the District in which the work is done.
- b. The bidders shall notwithstanding the provisions of any contract to the contrary cause to paid a fair wage to labourers indirectly engaged on the work including any labour engaged by his sub bidder in connection with



the said work as if the labourers had been immediately employed by him.

- C. In respect of all labour directly or indirectly employed in the works for the performance of the bidder's part of this agreement the bidder shall comply with or cause to be complied with (the Central P.W.D. bidder's labour regulations made by Government in regard to payment of wages, wage period deduction from wages recovery of wages not paid deduction unauthorisedly made maintenance of wages register other terms of employment inspection and submission of periodical returns and all wages cards, publication of scale of wages and returns and all other matters of a like nature.
- d. The university shall have the right to deduct from the moneys due to the contractor and any sum required of estimated to be required for making good the loss suffered by 2 worker or workers by reasons of nonfulfillment of the conditions of the contract for the benefit of the works non-payment of wages or deductions made from his or their wages which are not justified by their terms of the contract or non-observance of the regulations,
- e. Vis-a-vis the Central Government the bidder shall be primarily liable for all payment, to be made under and for the observance of the regulations aforesaid without prejudice to his right to claim from this sub bidders.
- f. The regulation aforesaid shall be deemed to be a part of this bidder and breach there of shall be a breach of this contract.

ACCIDENTS-HOARDING-LIGHTING-OBSERVATIONS -WATCH MEN-

- a. When excavations have been made or obstacles have been put in public through fares or in places where there is any likelihood of accidents, the bidder shall comply with any requirement of law on the subject and shall provide suitable boarding, lighting and watchmen as necessary.
- b. It shall be the bidder's sole responsibility to protect the public and his employees against accident from any cause and he shall indemnify KUHS against any claims for damages for injury to person or property, resulting from any such accidents and he shall, where the provisions of the Workman's Compensation Act apply take steps to property ensure against any claims there under.
- C. On the occurrence of an accident which results in the death of any of the workmen employed by the bidder or which is so serious as to be likely to result in the death of any such workmen, the bidder shall within 24 hours of the happening of such accidents, intimate in writing to the concerned Officer of the university the fact of such accident. The bidder shall indemnify KUHS against all loss or damage sustained by KUHS resulting directly or indirectly from his failure to give intimation in the manner aforesaid including the penalties or fines if any payable by KUHS a consequence of KUHSs failure to give notice under the Workman's Compensation Act or otherwise conform to the aid Act in regard to such accident.
- d. In the event of an accident in respect of which compensation may become payable under the workmen's Compensation Act VIII of 1923 and its amendments time to time whether by the bidder or by the Government as principal it shall be lawful for the KUHS to retain out of moneys due and payable to the bidder such sum or sums of money as may, the opinion of the said Executive Engineer, be sufficient to meet such liability. The opinion of the KUHS shall be final in regard or all matters arising under this clause.





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KUHS, Thrissur



FORM OF Re-TENDER

Name of Work: Annual Maintenance contract for 90kVA UPS system including batteries in Administrative Building.

To

The Registrar, Kerala University of Health Sciences

Sir,

1. I/We do hereby TENDER to execute the works enumerated in the Schedule accompanying in accordance with the terms in your TENDER notification no. 10291/2021/A2/19/WORKS/KUHS and specifications and conditions of contract in force in Kerala P.W.D./CPWD.
2. I/We further agree to carry out the maintenance works for a period of 12 months from the date of agreement.
3. I/We agree to keep the TENDER open for acceptance 60 days from the date of submission thereof and not to make any modifications in its terms and conditions which are not acceptable to KUHS.
4. I/We agree that Arbitration shall not be a means of settlement of any disputes or claims arising out of the contract relating to the work.

A sum of ₹4050 /- is hereby paid as bid security. If I/We fail to keep the TENDER open as aforesaid or make any modifications in that terms and conditions of the TENDER which are not acceptable to KUHS.

OR

If after TENDER is accepted, I/We fail to execute the agreement as provided in the TENDER notifications or to commence the execution of the work as provided in the conditions. I/We agree that the KUHS shall, without prejudice to any other right or remedy be at liberty to forfeit the said earnest money absolutely and also recover from me/us the entire loss that may be caused to the KUHS by the reTENDER or rearrangement of the work or otherwise under the provision of the Revenue Recovery Act or otherwise.

Nationality :

Full Name of Bidder:

Place of Residence:

PRICE SCHEDULE

No	Particulars of Item/work with specification	Unit	QTY	Rate (₹)	Rate Words	In	Amount
1	Annual Maintenance contract for 90kVA UPS (Make Emerson Model APM150) and accessory devices as per annexures.	N O S	1				
	Total						
In Words:							

1. I/We have fully read and understood and completely satisfied myself/ourselves of the conditions set forth under the TENDER and accept the responsibility to carry out the work at the rates mentioned above.

Signature



Name & Full Address:

Place:

Date:

Scope of work of contractor: (Annexure-1)

1. This AMC includes all labour, tools, consumables and spare part materials required for maintenance of all equipment listed in annexure-3 for uninterrupted functioning of the UPS without time delay.
2. Make of spares replaced will be same as that of existing.
3. Attending/arranging all normal break-downs of the equipment on call basis within 4-hour on-site response, 24 hours/day, 7 days/week.
4. Quarterly preventive maintenance of the equipment covered under the contract.
5. Preventive Maintenance Includes
6. Cleaning up of Unit, Air Filter, and Visual Inspection to check any deformation.
7. Checking and Adjustment (If needed) of Power parameters like input. Output, DC voltage & Current.
8. Checking and Adjustment (If needed) of Control parameters on different PCBs.
9. Tightness of all connection during shutdown period.
10. Functional Checking up of Rectifier section.
11. Functional Checking up of Inverter section.
12. Functional Checking up of Static Switch Section.
13. With client approval, perform operational test of the system including unit transfer and battery.
14. Install or perform Engineering Field Change Notices (FCN) as necessary.

Exclusion to the Contractor (Annexure-2)

1. 'Day to day' operation and Cleaning of the machine/plant.



2. Repairs to or replacement of all other electrical equipment external to the equipment listed in annexure-3, such as electrical installation like cabling, switch boards, isolators, panels etc.
3. Any kind of masonry, structural false ceiling and carpentry works.
4. Painting of plant and associated equipment.
5. Transportation of the entire UPS System in case of shifting / re-installation.
6. Related alteration works.

Equipment List (Annexure-3)

Sl No	List of Equipment
1	Isolation Transformer panel: 150kVA, 3Ph 415V Star delta indoor dry type Transformer and all other accessories.
2	90kVA UPS: 1 nos. 3 in X 3 out, 150 kVA Frame with 3 x 30kVA modules, 415 V AC, 50 Hz and all other accessories. Make Emerson Model APM 150.
3	Battery: 40 Nos. of 100 AH Tubular battery including links. Make : VAZCO
4	630A, 3Ph BCB panel: 630A TPN 50kA BCB (MCCB) and accessories Make : L&T Model : D sine.





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KUHS, Thrissur



FORM OF PRELIMINARY AGREEMENT

Preliminary agreement entered into on this day of

.....2022 (Two Thousand and Twenty Two) between the Registrar, Kerala University Of Health Sciences(hereinafter called the KUHS) of the one part and Sri.....

.....
..... (H.E full name and address of contractor hereinafter called the contractor)
of the other part of the execution of the work“-----

WHEREAS the KUHS invited TENDERS for the work

AND WHEREAS para 13 of the GENERAL CONDITIONS OF CONTRACT started as follows. Before commencing work or within a week after the date when the acceptance of the TENDER has been intimated to him the TENDER shall deposit a sum sufficient to make up the balance of 5 percentage of the probable value of contract which together the amount of Earnest Money Deposit shall be treated as security for fulfilment of the same and shall execute the agreement for the work in the PWD schedule form. If he fails to do this or in the case of PWD contractors fails to maintain a specified rate or progress (to be specified in each case in the TENDER schedule by the bidder) the earnest money and



Contractor

Registrar

security deposit shall be forfeited to KUHS and fresh TENDERS shall be called for. If as a result of such measures due to the default of the bidder to pay the requisite deposit, sign contractors or take possession of the work any loss to KUHS. results same will be recovered from him as arrears of revenue by Revenue Recovery should it be a saving to KUHS, the original contractor 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 contractor on this or any other subsisting contractors or under Act or otherwise the KUHS. may decide.

NOW THEREFORE THESE PRESENTS WITNESS and is mutual agreed as follows.

1. The terms and conditions for the said contract been stipulated in the said TENDER form to which the contractor agrees, a copy of which is hereto appended which forms para of this is permanent, 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 to express terms and conditions herein agreed to and in which purpose the express provisions herein shall
2. The contractor hereby agreed and undertake to perform and fulfil all the operations and obligations connected with the execution of the call contract work viz. (H.E the -----

-----name of the work) if warded in favour of the contractor.

3. If the contractor does not come forward 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 13 of the notice inviting TENDERS as quoted above within the period stipulated them, the KUHS may re-arrange the work otherwise or get it done departmentally at the risk and cost of the contractor and the loss so sustained by the KUHS can be reach from the contractor under the Revenue Recovery Act.
4. The contractor further agrees that any amount found due to the KUHS under or by virtue of this agreement shall be recoverable from the contractor from his EMD and his properties movable and immovable, as arrears of land revenue under the provisions for the Revenue Recovery Act for the time being in force or in any other manner as the KUHS may deem fit in this regard.
5. The contractor further assures that it is clearly understood that the settlement of the claims either by part bills or by final bills will be made only according to the availability of budget provision and allotment of funds of account in which the work is sanctioned and



Contractor

Registrar

arranged and also subject to the seniority of such bills. No claims for interest or for damages what so ever shall be made for the belated settlements of claims of bills.

IN WITNESS WHEREOF SRI

(H.E the name of the officer of the Department) for and on behalf of the KUHS and

Sri.....

.....the contractor has set their hands on day and year first above written

Signed by

Sri.....Officer/Officers of

KUHS in the presence of witnesses.

1.

2.

Signed and delivered by Sri.....

.....(the contractor) in the presence of witnesses.

1.

2.

Contractor

Registrar

CHECK - LIST

The TENDERers are advised to consult the check list before submission of the TENDER.

Sl. no	Particulars	Tick complied if
1	Signature on all pages of TENDER document	
2	EMD Details.	

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KUHS, Thrissur



3	Cost of TENDER form Details.	
4	documents to prove the bidder's eligibility	
5	Preliminary Agreement	
6	Certificate of Partnership if applicable	
7	Copy of the recent Income Tax return statement	
8	Copy of PAN Card.	
9	Copy Sales tax registration Certificate	