

KERALA STATE ELECTRICITY BOARD LIMITED

(Incorporated under the Indian Companies Act, 1956)

(Registered Office: VydyuthiBhavanam, Pattom, Thiruvananthapuram, 695 004)



E-Tender No. DCE/TransGrid(South)/02/2024-25 dated 20.12.2024

TRANSGRID SOUTH, KALAMASSERY

for

Supply of one number, 15kV Digital Insulation Tester at 400kV GIS Kottayam

Bid Document

Vol-I (Conditions of Contract)

Office of the Deputy Chief Engineer, Transgrid South, Kalamassery,

Kerala State Electricity Board Ltd,

H.M.T. Colony P.O,

Kalamassery - 683 503

E-Mail: transgridsouth@gmail.com

Sd/-
Deputy Chief Engineer
Transgrid South
Kalamassery

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NOTICE INVITING TENDER

E-Tender No. DCE/TransGrid(South)/02/2024-25 dated 20.12.2024

Supply of one number, 15kV Digital Insulation Tester at 400kV GIS Kottayam

The Deputy Chief Engineer, TransGrid South, Kalamassery (Kerala State Electricity Board Limited) invites Online Bids from experienced suppliers/manufacturers for the "***Supply of one number, 15kV Digital Insulation Tester at 400kV GIS Kottayam***"

This tender is being conducted in e-tendering mode and the bid documents can be downloaded for ONLINE bidding by the bidders, who has Digital Signature Certificates.

e-Tender Ref no.	<i>E-Tender No. DCE/ TransGrid (South)/02/2024-25 dated 20.12.2024</i>
Name of Work	<i>Supply of one number, 15kV Digital Insulation Tester at 400kV GIS Kottayam</i>
Earnest Money Deposit (Bid Security Amount)	Rs. 9,100/- (Rupees Nine Thousand One Hundred only)
Tender Document Fee	Rs. 1900/- + GST @18% (Total Rs.2242/-)
(EMD & Tender Document Fee shall be remitted as single payment of Rs. 11,342/-)	
Document download /Sale start date	01.01.2025,11.00 Hrs
Document download/Sale end date	15.01.2025, 17.00 Hrs
Bid Submission Start Date	03.01.2025, 11.00 Hrs
Bid Submission End Date	16.01.2025, 17.00 Hrs
Date and time of opening of Bid	20.01.2025, 11.00 Hrs
Availability of Tender documents	Can be downloaded from the website www.etenders.kerala.gov.in
Period of completion	4 months

All Communications shall be addressed to the Deputy Chief Engineer, TransGrid (South), Kalamassery only. The Bid documents and other details may be downloaded from the website www.etenders.kerala.gov.in. The EMD and a non-refundable Bid submission fee shall be remitted online only as provided by the e-procurement system for this particular bid. Only Internet Banking is allowed as mode of payment.

Bidder should ensure that tender fee and EMD are remitted as one single transaction and not separate. Separate or split remittance for bid document fee and EMD shall be treated as invalid transactions, and system will automatically reject the tender.

The online payment may be exercised well before the closing date of the bid to ensure that payment towards tender document fee and EMD are credited and a confirmation is reflected in the e-procurement system. All the Bid documents are to be submitted through online only and in the designated covers/envelopes on the above website. Technical bid and financial bid shall be submitted in their designated online covers. Bids shall be accepted only through online mode in the website and no manual submission shall be entertained.

The scanned copy of Tender Agreement executed in Kerala Government stamp paper worth Rs.200/- is to be attached along with the bid in cover 1. After opening the Cover 1 and verifying the adequacy of the documents enclosed, the cover 2, BOQ shall be opened online at the office of the Deputy Chief Engineer, TransGrid (South) on the date and time mentioned above. All other existing conditions related to the bids of KSEBL will be applicable in this bid also.

Originals of all **Agreements executed in Kerala Government stamp paper worth Rs.200/-** shall be submitted to the Deputy Chief Engineer, TransGrid (South) in a single sealed envelope superscribed as **E- Tender No. DCE/ TransGrid(S)/02/2024-25** before the date of opening of bid. The bid will be opened online at the office of The Deputy Chief Engineer, TransGrid South, Kalamassery on the date and time mentioned above or modified and communicated through corrigendum. After evaluation of the bid the successful bidder shall execute an agreement in the form prescribed by KSEBL for the due fulfillment of the contract within the period to be specified in the purchase order and shall furnish Security Deposit equal to 5% of the contract value before signing the agreement. Tenderers should be prepared to accept orders subject to an indemnity clause for forfeiture of security deposit in the event of default or failure to supply within the stipulated period. The rate quoted shall remain **firm** for **2 months** from the date of opening of bid. The rate should be quoted as per format given in the e tender portal. All other existing conditions related to the tenders of KSEB Ltd will be applicable to this e- tender also. The bidding authority reserves the right to modify/cancel any or all bids without assigning any reasons.

All bidders participating in the Bid should have a valid Digital Signature Certificate availed from an approved certifying authority. More details about the e-tendering procedure are available from **Kerala State IT Mission, E-Government PMU & Help desk** on all working days from 10.00 AM to 5.30 PM. Address and phone numbers of Kerala IT Mission units are given below.

- *Kerala IT Mission, Basement Floor of Pension Treasury Building, Uppalam Road, Statue, Thiruvananthapuram.(Ph: 0471- 2577088, 2577188, 2577388)*
- *Kerala IT Mission, E- Government Procurement Support centre, Infopark Technology centre, 18 C, Sector E hall, JINI Stadium, Kaloor, Ernakulam (Ph: 0484 – 2336006, 2332262)*
- *Kerala IT Mission, E- Government Procurement Support centre, 1st Floor, Civil Station, Collectorate, Kannur 0497-2764788, 0497-2764188*
- *Email id of communication: etendershelp@kerala.gov.in*

Further details can be had from.

Office of the Deputy Chief Engineer,
TransGrid (South),
Kerala State Electricity Board Limited,
H.M.T. Colony P.O., Kalamassery - 683 503
Phone: 9496011752 Email – transgridsouth@gmail.com

Note: - In case the due date of opening of tender documents happens to be a holiday, the due date will be extended to the next working day and time given for this. No separate intimation in this regard will be issued.

Sd/-
**Deputy Chief Engineer,
TransGrid (South), Kalamassery**

CHAPTER 1

DEFINITIONS AND INTERPRETATIONS

- 1) *'Accepted schedule'* is the schedule of items of work/supply containing the agreed rates on the basis of which the agreement shall be drawn for execution of the work/supply.
- 2) *'Agreed rates'* shall mean the rates accepted and agreed both by KSEBL and the Contractor and which shall be given in the schedule forming part of the contract agreement and valid during the period of contract.
- 3) *'Agreement Authority'* shall mean the Officer authorized by KSEBL to execute the agreement with the Contractor for executing the work/project.
- 4) *'Bank'* means State Bank of India and its subsidiaries/associates, Nationalized Banks, Scheduled Banks if approved by KSEBL.
- 5) The words, *'Bid'* and *'Tender'* shall have the same meaning in these documents.
- 6) *'Bid Amount/Bid Price'* means the total bid amount indicated by the bidder in schedule (Price bid or Bill of Quantities) of the bid documents.
- 7) *'Bid Security' or 'Earnest Money Deposit'* shall have the same meaning.
- 8) *'Bidder'* shall mean the person, company, corporate body, association, body of individuals, group of persons, limited Company, firm, organization either single or Joint Venture from India bidding for the works and his/its executors or administrators or successor or assignees.
- 9) *'KSEBL'* shall mean *'The Kerala State Electricity Board Ltd'* or its successor.
- 10) *'Chairman and Managing Director'* shall mean the administrative head of Kerala State Electricity Board Ltd. or its successor appointed by the Government from time to time.
- 11) *'Chief Engineer'* shall mean the *'Chief Engineer, KSEB TransGrid Shornur'* of the Kerala State Electricity Board Ltd.
- 12) *'Deputy Chief Engineer'* shall mean the *'Deputy Chief Engineer, KSEB TransGrid South, Kalamassery'* of the Kerala State Electricity Board Ltd.
- 13) *'Executive Engineer'* shall mean the *'Executive Engineer, KSEB TransGrid Division, Kottayam'* in charge of the project/work concerned and he will be the Engineer - in - charge and will be referred to as the Engineer -in - Charge. The Executive Engineer may delegate powers to subordinate officers.
- 14) *'Contract'* shall mean and include the conditions of bid and contract agreed to, specifications, schedules, drawings, annexures, letter of application, accepted schedule of prices and the agreement to be entered into.

- 15) *'Contract Agreement'* shall mean the agreement entered into between the Contractor and the agreement authority.
- 16) *'Contractor'* shall mean the Bidder whose Bid has been accepted on behalf of KSEBL and shall include the contractor, legal personnel, representatives, successors and assignees.
- 17) *'Contractor's Representative'* means the person authorized by the contractor in writing and approved by the Engineer-in-charge to act on behalf of the contractor for the purpose specified in the letter of authorization.
- 18) *'Contractor's Personnel'* means the contractor's representative and all personnel whom the contractor authorizes and utilizes at site who may include staff, laborers and all other employees and any personnel assisting the contractor in the execution of the work.
- 19) *'Defect'* shall mean any part of the work not completed or not performing in accordance with the contract or specifications.
- 20) *'Defects liability period'* shall mean the maximum period specified by KSEBL specifically for the project and within this period, the contractor is liable to rectify any defects or damage at his cost, as notified by the Engineer-in-Charge. The defects liability period is as stated in the special conditions of contract. The contractor shall guarantee for the performance of the entire project and its components during this period.
- 21) *'Drawing'* shall mean collectively all the drawings, revisions and additions/modifications as per the contract issued from time to time and drawings submitted by the Contractor and accepted by the Engineer-in-charge.
- 22) *'Fiscal year'* shall mean a year beginning on 1st April and ending 31st March in the succeeding year.
- 23) *'Government'* shall mean 'The Government of Kerala'.
- 24) *'I.S.S'* means the Indian Standard Specifications of the Bureau of Indian Standards.
- 25) *'Labourer'* shall mean all categories of labour engaged by the contractor, his sub contractors in connection with the execution of the work covered by these specifications. All these labourers shall be deemed to be employed primarily by the Contractor even though KSEBL may stand as principal employer to these contractors to enable them to get the required license as per the Contract Labour (Regulation & Abolition) Act, 1970 and its amendments if any.
- 26) *'Letter of Acceptance'* shall mean the letter of formal acceptance signed and issued by the tendering/bidding authority.
- 27) *'Letter of Application'* shall mean the document entitled letter of the bid which was furnished by the bidder and includes the signed bid documents in full.
- 28) *'Month' or 'calendar month'* shall mean not only the period from the first of a particular month, but also, any period between a date in a particular month and the day previous to the corresponding date in the subsequent month unless specifically stated otherwise.
- 29) *'Obligations of KSEBL'* are only those obligations, which have been specifically agreed to in the agreement.
- 30) *'Part Bill'* is any bill preferred during the course of work before the final bill.
- 31) *'Performance Certificate'* shall mean the certificate issued by the Engineer-in-charge on the performance of the obligations of contractor under the contract, when completed and this constitutes the acceptance of the work. This certificate will be issued by KSEBL on the basis of the application of the contractor and only after the successful completion of period of contract.
- 32) *'Performance security'* shall mean the security to be remitted by the Contractor for the

satisfactory performance of the contract and it shall be an amount equal to 10% of the total agreed Amount of Contract.

33) *'Period of contract'* shall mean the period covered from the date of issue of letter of acceptance to the date of satisfactory completion of the work including duly sanctioned extensions and the specified defects liability period.

34) *'Schedules'* mean the documents completed and submitted by the contractor with the bid and as included in the contract, which include the quantities, rates, general specifications, unit and technical particulars.

35) *'Site'* shall mean and include the lands and buildings in which the works are to be executed in accordance with the contract.

36) *'Specification'* shall mean collectively, all the terms and stipulations contained in the bid, contract agreement and any additions/modifications in accordance with the contract, technical provisions as per relevant BIS Codes, IEC and /or National Building Code and those specifically mentioned in construction drawings and its modifications and revisions which specifies the work wherever applicable or written directions of Engineer-in-charge.

37) *'Sub Contractor'* shall mean any person named in the bid and agreement for any part of the work and the legal representatives, successors and assignees of such persons.

38) *'Tender/Bid'* shall have the same meaning and includes all the documents which the bidder submitted with the letter of application as stipulated by KSEBL and will be included in the contract agreement.

39) *'Tendering authority/bidding authority'* shall mean the authorized officer of KSEBL who invites the bid and issues the bid documents on behalf of KSEBL.

40) *'Test'* means the tests which are specified in the contract and mandatory tests specified by rules, Codes, IEC or regulations, to be carried out in accordance with the specifications before the works or on completion of work to the satisfaction of KSEBL.

41) *'Time of Completion'* shall mean the date within which the work under the contract is required to be completed satisfactorily in accordance with the specifications, drawings etc., including all extra items required to be executed for satisfactory completion of the work and including all extension of time duly granted by KSEBL.

42) *'The title of clauses'* shall not limit, alter or affect the meaning of the specifications or conditions of bid documents.

43) *'Words'* importing the singular number shall include the plural number and plural the singular and the words importing the masculine gender shall include the feminine and the neutral gender where the context so requires. Words have their normal meaning under the language of the contract unless specifically defined.

44) *'Work'* means what the contract requires the contractor to design, undertake detailed engineering, equipment and components fabrication and arrange inspection at manufacturers works, supply, storage, transportation, installation of supplied equipment /items at site, assistance to install the equipment/components supplied, site testing, commissioning, provision of necessary assistance for site testing and commissioning of equipment/ components supplied as required, hand over to KSEBL and reliability and warranty confirmation of complete supplied plants for the tendered project.

45) *'Writing'* shall include any manuscript, type written or printed statement under or over signature or seal as the case may be.

CHAPTER 2

GENERAL TERMS AND CONDITIONS FOR e-PROCUREMENT

This tender is an e-Tender and is being published online for the '*Supply of one number, 15kV Digital Insulation Tester at 400kV GIS Kottayam*'

The tender is invited from the registered and eligible firms through e-procurement portal of Government of Kerala (<https://www.etenders.kerala.gov.in>). Prospective bidders willing to participate in this tender shall necessarily register themselves with above mentioned e-procurement portal.

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

A. Online Bidder registration process:

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

Bidders may contact e-Procurement support desk of Kerala State IT Mission over telephone at 0471 - 2577088, 2577188, 2577388 or 0484 - 2336006, 2332262 0497-2764788, 2764188 - through email: etendershelp@kerala.gov.in for assistance in this regard.

B. Online Tender Process:

The tender process shall consist of the following stages:

i. Downloading of tender document: Tender document will be available for free download on www.etenders.kerala.gov.in. However, tender document fees shall be payable at the time of bid submission as stipulated in this tender document.

ii. Pre-bid meeting: Not Applicable to this tender.

iii. Publishing of Corrigendum: All corrigenda shall be published on www.etenders.kerala.gov.in and shall not be available elsewhere.

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

v. Opening of Bids: Bids with sufficient bid security only shall be considered for opening and evaluation of the bid on the date and time mentioned in critical date's section.

C. Documents Comprising Bid:

I.

a. Fee details showing remittance of tender cost and Bid Security(EMD).

b. Scanned copy of Bid Agreement (in non judicial stamp paper worth Rs.200/-

(Format 1).

- c. Letter of Application in letter head of the bidder (Format 2).
- d. Declaration by bidder (Format 3).
- e. Declaration for downloading the bid document (Format 4).
- f. Scanned copy of Power of Attorney, if any.
- g. Bid Document/Tender Document.
- h. Certificates to prove previous experience and performance
- i. Duly filled Delivery Schedule (Format 5).
- j. Scanned copy of technical pamphlets/ illustrations, etc.
- k. Guaranteed Technical Particulars.
- l. Scanned Copy of PAN Card and GST registration details
- m. Write-ups about the bidder firm/other literatures, if any.
- n. Other documents as required in the tender document.

II.

Price Bid - BOQ

The Bidder shall complete his Price bid in the given format that can be downloaded along with this tender document. The price bid, also called as Bill of Quantity (BOQ), shall be filled up in all respects failing which the bid is likely to be cancelled. The BOQ shall be uploaded by the bidder carefully as specified in the instructions.

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

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

A. Tender Document Fees and Earnest Money Deposit (EMD)

The Bidder shall pay the Tender document fee and Earnest Money Deposit (EMD) or Bid Security as specified in the NIT. The Bid security is required to protect the purchaser against risk of Bidder's conduct, which would warrant the forfeiture of security. No interest will be paid for the Earnest Money deposited.

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

State Bank of India Multi Option Payment System (SBI MOPS Gateway): Bidders are required to avail Internet Banking Facility in any of below banks for making tender remittances in e-Procurement System.

A) Internet Banking Options (Retail)			
1	Allahabad Bank	32	Kotak Mahindra Bank

Supply of one number, 15kV Digital Insulation Tester at 400kV GIS Kottayam

2	Axis Bank	33	Lakshmi Vilas Bank
3	Andhra Bank	34	Mehsana Urban Co-op Bank
4	Bandan Bank	35	NKGSB Co-operative Bank
5	Bank of Bahrain and Kuwait	36	Oriental Bank of Commerce
6	Bank of Baroda	37	Punjab and Maharashtra Cooperative Bank
7	Bank of India	38	Punjab National Bank
8	Bank of Maharashtra	39	Punjab and Sind Bank
9	Bassein Catholic Co-operative Bank	40	RBL Bank
10	BNP Paribas	41	Saraswat Cooperative Bank
11	Canara Bank	42	ShamraoVithal Cooperative Bank
12	Catholic Syrian Bank	43	South Indian Bank
13	Central Bank of India	44	Standard Chartered Bank
14	City Union Bank	45	State Bank of India
15	Corporation Bank	46	Syndicate Bank
16	Cosmos Bank	47	Tamilnad Mercantile Bank
17	DCB Bank	48	Tamilnadu Cooperative Bank
18	Dena Bank	49	The Kalyan Janata Sahakari Bank
19	Deutsche Bank	50	TJSB Bank (Erstwhile Thane Janata Sahakari Bank)
20	Dhanalaxmi Bank	51	UCO Bank
21	Federal Bank	52	Union Bank of India
22	HDFC Bank	53	United Bank of India
23	ICICI Bank	54	Vijaya Bank
24	IDBI Bank	55	YES Bank
25	Indian Bank		
26	Indian Overseas Bank		
27	IndusInd Bank		
28	Jammu & Kashmir Bank		
29	Janata Sahakari Bank		
30	Karnataka Bank		
31	Karur Vysya Bank		

B) Internet Banking Options (Corporate)			
1	Bank of Baroda	21	Laxmi Vilas Bank
2	Bank of India	22	Oriental Bank of Commerce
3	Bank of Maharashtra	23	Punjab & Maharashtra Coop Bank
4	BNP Paribas	24	Punjab & Sind Bank
5	Canara Bank	25	Punjab National Bank
6	Catholic Syrian Bank	26	RBL Bank
7	City Union Bank	27	ShamraoViththal Co-operative Bank
8	Corporation Bank	28	South Indian Bank
9	Cosmos Bank	29	State Bank of India
10	Deutsche Bank	30	Syndicate Bank
11	Development Credit Bank	31	UCO Bank
12	Dhanalaxmi Bank	32	Union Bank of India
13	Federal Bank	33	UPPCL
14	HDFC Bank	34	Vijaya Bank
15	ICICI Bank	35	Axis Bank
16	Indian Overseas Bank		
17	JantaSahakari Bank		
18	Jammu & Kashmir Bank		
19	Karur Vysya Bank		
20	Kotak Bank		

During the online bid submission process, bidder shall select SBI MOPS option and Submit the page, to view the Terms and Conditions page. On further submitting the same, the e-Procurement system will re-direct the bidder to MOPS Gateway, where two options namely SBI and Other Banks* will be shown. Here, Bidder may proceed as per below:

- a) SBI Account Holders shall click **SBI** option to with its Net Banking Facility, where bidder can enter their internet banking credentials and transfer the Tender Fee and EMD amount.
- b) Other Bank Account Holders may click **Other Banks** option to view the bank selection page. Here, bidders can select from any of the 54 Banks to proceed with its Net Banking Facility, for remitting tender payments.

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

SUBMISSION PROCESS:

For submission of bids, all interested bidders have to register online as explained above in this document. After registration, bidders shall submit their Technical bid and Financial bid online on www.etenders.kerala.gov.in along with online payment of tender document fees and EMD. For page by page instructions on bid submission process, please visit www.etenders.kerala.gov.in and click “Bidders Manual Kit” link on the home page.

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

CHAPTER 3

GENERAL CONDITIONS OF BID AND CONTRACT

1. INFORMATION TO BIDDERS

1.1 Project Information: *Supply of one number, 15kV Digital Insulation Tester at 400kV GIS Kottayam* **1.2 Contract Information**

1.2.1 Scope of Work: *Supply of one number, 15kV Digital Insulation Tester at 400kV GIS Kottayam as per the specifications, and other requirements mentioned in this document.*

The technical specification contained herein is for the guidance of the tenderers. The materials supplied shall be complete with all components which are necessary or usual for their effective performance at site. Any deviation from the purchaser’s specification will be considered on their relative merits in respect of performance, efficiency, durability and overall economy consistent with the requirements stipulated hereinafter.

1.2.2 Period of Completion and Delivery

The delivery at site is expected to be completed **within 4 months** from the date of purchase order. Delivery of materials shall be at **KSEB 400kV GIS Substation, Kottayam in Kottayam District, Kerala State.**

1.2.3 Familiarization with site/work

The bidders are advised to acquaint themselves with the site/work conditions and absorb all the relevant information before quoting. KSEBL shall not be responsible for the losses if any sustained by the bidders on account of misquoting by them due to their non familiarity with the site/nature of work conditions.

1.3 Bidding Details

1.3.1 Bidding Process

Reputed manufacturers and suppliers can participate in the bid. The bids will be evaluated as per the relevant clauses provided elsewhere in this document.

The bidders will be ranked according to the criteria set forth by KSEBL for the selection of the best bid. KSEBL will finally select the best bid and the bid of the successful bidder will be accepted for execution of work. KSEBL reserves the right to reject the bid or disqualify any bidder without assigning any reasons.

1.3.2 Acceptance of Bid

The successful bidder will be informed about the details of acceptance of the bid by letter of acceptance from the agreement authority.

1.3.3 Execution of Agreement

The successful bidder shall execute an agreement within **15 days** from the date of issue of detailed Purchase Order after remittance of Security Deposit, as per the terms and conditions set forth in the Bid document.

1.3.4 Bid Documents

The bid documents should be read in conjunction with amendments or additions if any issued by the KSEBL on a subsequent date before the last date of submission of bid. Notwithstanding the division of the Contract into several contract documents, every part of each document shall be deemed to be supplementary to and complementary of every other part and shall be read with and into the Contract.

Volume 1 - Bid/Tender Documents contain as given below.

Chapter 1	Definitions and interpretations
Chapter 2	General Terms and conditions for e-procurement
Chapter 3	General conditions of bid and contract
Chapter 4	Special conditions of contract
Chapter 5	Bidding procedure
Chapter 6	Documents to accompany Bid- Formats

Volume 2 - BOQ (Price bid) in excel format

2. GENERAL CONDITIONS OF BID

2.1 Bid Prices

The bidder shall quote by filling in his rates and prices against each item for all items of works in the price schedule. The rate and prices quoted by the bidders shall be firm during the period of contract and shall not be varied or adjusted on whatsoever reason on any account. All taxes and other levies payable by the contractor under the contract or for any other case, unless otherwise specified elsewhere in this document shall be included in the rates and prices and total bid price submitted by the bidder. The bidder shall quote the taxes which are applicable at the rates prevailing at the time of submitting bid separately. Any statutory increase in taxes during the period up to the original date of completion will be borne by KSEBL and any statutory decrease in taxes during the period of contract shall be passed over to KSEBL. Unless the tax is specified separately in the bid, it will be presumed that the prices quoted are inclusive of all taxes. In such cases, extra claims thereafter will not be accepted.

2.2 Currencies of Bid

The base currency for the bid is Indian Rupee (INR).

2.3 Cost of Bidding

All cost involved for the preparation and submission of bid shall be borne by the Bidder. KSEBL will in no case be responsible or liable for any losses to the bidders in this regard. This is applicable in the case of extension or annulment of bidding.

2.4 Language of Bid

The bid prepared and submitted by the bidder and all correspondences and documents relating to the bid exchanged by the Bidder and the Employer/Purchaser, shall be written in the English language provided that any printed literature furnished by the Bidder may be written in another language so long as accompanied by an English translation of its pertinent passages in which case for purposes of interpretation of the Bid, the English translation shall govern.

2.5 Law of Bid

The bid shall be governed by the law prevailing in Indian Union and the State of Kerala and shall be subject to the jurisdiction of courts in Thiruvananthapuram only.

2.6 Who can Bid

Reputed manufactures and suppliers of **15kV Digital Insulation Tester**, can participate in the bid. The Manufacturing unit shall be in India. In addition to above, the bidder shall have **previous experience** in supply of above type materials to KSEB Ltd, NTPC or PGCIL or Indian Railway. Proofs of the same may be submitted along with tender document.

2.7 Bid Validity

The bid shall be valid for **2 calendar months** reckoned from the date of opening of bid. In exceptional circumstances, KSEBL may require extension of the period of validity. The requirement of KSEBL and bidders' response shall be made in writing. A bidder may refuse the request without forfeiting his bid security. A bidder agreeing to the request will not be required or permitted to modify his bid, but will be required to extend the validity of his bid security for the period of the extension.

2.8 Bid Security

Bid security forms part of the bid. Bids without bid security will be rejected. The amount of bid security shall be remitted online to the account number given in the remittance form provided by the e-procurement system for this particular tender.

The bid security will be forfeited:

1. If a bidder withdraws his bid during the period of bid validity.
2. If a successful bidder fails to (i) Execute the agreement or (ii) Furnish the necessary performance security(Security Deposit) within the specified time limit
3. If the bidder does not accept the corrected amount of bid as per clause 2.11.

2.9 Amendments, Additions and Alterations

KSEBL may modify the bid documents at its own initiative by an addendum/amendment. The addendum/amendment will be published as corrigendum in the web site www.etenders.kerala.gov.in. The bid shall be furnished taking into account the addendum/amendments, if any, issued as mentioned above and any failure in doing so will lead to consequences including rejection of bid for which KSEBL will not be responsible.

KSEBL may extend the last date for the submission of bids at its discretion in exceptional cases. KSEBL will not extend the last date of submission in order to accommodate the convenience of a prospective bidder. The bidders shall not amend/add/alter any of the bid conditions, conditions of contract, specifications etc.

2.10 Doubts and Clarifications

If the prospective bidder has any doubt on the meaning, interpretations of any portion of the bid document or on the project, work etc., he should submit the same to the bidding authority in writing. The submission of clarification shall reach the bidding authority not later than 7(seven) days, prior last date of submission stipulated in the Bidding Schedule. The response of KSEBL will be published in the e-tender website www.etenders.kerala.gov.in and shall form part of the bid document. This addendum duly acknowledged by the bidder should be uploaded.

2.11 Correction of Errors

Bids will be checked for any arithmetical errors and will be corrected by KSEBL as follows:

- a. Where there is a discrepancy between amounts in figures and in words, the amount in words will govern.
- b. Where there is a discrepancy between the unit rate indicated against any item and the total amount derived from the multiplication of unit rate and the quantity, such bids shall be considered by taking the figure for which KSEBL has the least financial commitment between the two i.e.; in case the correct multiplied figure of an item is lesser than the total figure shown against it, then the correct multiplied figure will be accepted or else if the multiplied figure is more, then the total amount shown against that item will be taken.

2.12 Modification and Withdrawal of Bid

No modification or withdrawal of any conditions of bid once submitted will be permitted. Such withdrawal or modification will lead to forfeiture of bid security and rejection of bid.

2.13 KSEBL's Right to Accept or Reject Bid

KSEBL reserves the right to reject any bid or all bids or annul the bidding process at any time prior to the award of contract without assigning any reason thereof. No liability other than giving information regarding the above to the bidders shall rest with KSEBL.

2.14 Last Date for Submission of Bid

The last date for submission of bid is stated in the bidding schedule and also in the notice inviting bid. However KSEBL may extend the last date for submission of bid at its discretion at any time, through the issue of an amendment, uploaded as corrigendum in the e-tender site without any change in the rights and obligation on both sides existed as per the original last date for submission of bids. Any bids received by KSEBL after the prescribed time on the last date of submission of bids will not be considered and will not be entertained.

KSEBL reserves the right at its discretion to extend the last date of submission by an amendment of the notice-inviting bid.

2.15 Criteria for Examination, Evaluation and Comparison of Bids

2.15.1 Examination of genuineness and responsiveness

Before opening the price bid and selection of the bid for work, KSEBL will examine all bids for their genuineness and responsiveness.

A genuine bid shall be one that contains:

1. Authenticated Documents and data.
2. Legally enforceable Undertaking / agreements wherever required.

A responsive bid:

1. Shall be properly signed and dated OR digitally signed in case of an e-tender.
2. Shall contain required bid securities in the prescribed manner.

3. Shall satisfy the requirements of the terms and conditions as per the bid documents.
4. Shall be provided with all clarifications or substantiation that the Board may require at any time before the award of contract.
5. Shall contain precisely the details and data required to be furnished under schedules.
6. Shall be furnished with prescribed agreement executed, Proforma filled in and declarations signed.
7. Shall conform to all the terms, conditions and specifications of the bid documents without material deviation or reservation.

A material deviation or reservation is one;

- a) Which affects the scope, quality or performance of the works.
- b) Which is inconsistent with the bid documents and limits KSEB's right or the bidders' obligation under the contract.
- c) Whose rectification would affect unfairly the competitive position of other bidders submitting substantially responsive bids.

Only the genuine and responsive bid will be considered for further evaluation and selection.

2.15.2 Evaluation of Price Bid

The price bid of bidder who has submitted all the required documents will be opened and evaluated as per relevant clauses provided elsewhere in this document.

For selecting the best bid, the prime criterion will be the following.

1. Full and complete compliance to the requirements of this tender and
2. Most competitive rates as per price bid.

2.16 Acceptance of Bid and Award of Contract

On final selection of the bid for the work, KSEBL will notify the successful bidder at his address given in the bid for communication, that his bid has been selected and accepted by detailed order from the agreement authority. The signed copy of which, in token of acceptance by the bidder will form part of contract agreement. This letter will contain the sum which KSEBL will pay to the contractor as per the accepted bid, which is called the contract price and any other conditions, terms etc., on awarding the work, the amount of performance security, date of commencement and completion of supply/ works etc. will also be included. After awarding the work by the detailed order mentioned above, the successful bidder has to furnish the required security deposit and sign and execute the contract agreement with the agreement authority in the form of agreement provided in the bid document. The same shall be done within fifteen days from the date of issue of letter of acceptance/purchase order.

2.17 Release of Bid Securities

The bid securities of the unsuccessful bidders will be released after the award of work and signing of contract agreement with the successful bidder. However, the bid securities of unsuccessful bidders in the pre-qualification process as the case may be can be released earlier at the discretion of the bidding authority.

3. GENERAL CONDITIONS OF CONTRACT

3.1 General

3.1.1 Execution of Agreement

Within fifteen days from the date of issue of Letter of Acceptance/Purchase Order unless in cases of extreme necessities, if KSEBL has granted extension of time for execution of agreement after judiciously considering the merit of the ground urged for the extension, the successful bidder shall furnish security deposit/performance security and sign and execute the contract agreement in the prescribed form with the agreement authority. The agreement shall be executed in Kerala Government Stamp Paper worth **Rs. 200/-** (Rupees Two Hundred only) or as desired by KSEBL from time to time.

Failure of the contractor to comply with the above requirements shall constitute sufficient grounds for cancellation of award of contract and re-arrange the work including re-bidding at the risk and cost of the contractor.

If due to the default of the bidder/contractor to furnish requisite performance security, execute contract agreement or to take possession of the work and execute the work with proper diligence, the work will be arranged by Engineer-in-charge at risk and cost of the contractor and if any loss to KSEBL results, the same will be recovered from him as arrears of revenue but should it be a saving to KSEBL the original contractor shall have no claim whatever be 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 contracts or under the Revenue Recovery Act or otherwise as KSEBL may decide.

3.1.2 Parts of Agreement and Priority

All the bid documents of the successful bidder in original with modifications, if any, as ordered by KSEBL, the Letter of Acceptance/Purchase Order, correspondences between the selected bidder and KSEBL which are considered important and necessary to be included in the contract agreement by the agreement authority, any other document as called for by KSEBL from the selected bidder, approved drawings issued from time to time etc along with the contract agreement executed in stamp paper between the agreement authority and the selected bidder shall form the full contract agreement. All the document forming part of contract document are to be taken as mutually explanatory to one another. Acceptance on Schedule of supply also shall be submitted by the contractor along with bid. For the purpose of interpretation, the priority of the document shall be in accordance with the following sequence:

1. Agreement executed in Stamp Paper.
2. Accepted Letter of Acceptance / Purchase Order.
3. Correspondences between KSEBL and the selected bidder included in the agreement.
4. Bid document.
5. Schedule of Supply.

3.1.3 Essence of Contract

Timely completion, quickness and promptness for execution, quality and cost effectiveness for work are considered as the essence of the contract.

3.1.4 Language of Contract

The language of contract shall be 'English'.

3.1.5 Law and Jurisdiction of Contract

The contract shall be governed by the laws of India and Kerala and shall be subject to the jurisdiction of the courts in Thiruvananthapuram only.

3.1.6 Amount of Contract

The amount of contract under the contract will be the agreed amount.

3.1.7 Security Deposit and Performance Guarantee

The successful bidder shall submit a Security Deposit of 5% of the total contract amount for the proper execution of the contract.

The materials being supplied by you shall be guaranteed for a period of 12 months from the date of acceptance by the consignee, after delivery at site.

During this period, if any defects caused due to usage of faulty material or due to defective workman ship in manufacturing/design, are observed in the materials supplied, the contractor shall without any extra cost, replace the defective materials within two weeks from the date of intimation by field Engineers or by the Agreement Authority.

A performance guarantee amounting to 10% of the contract value shall be retained from the Invoice or this shall be furnished in the form of Bank Guarantee on stamp paper worth Rs. 200/-. The Bank Guarantee should be valid for the entire guarantee period and the defects liability period.

3.1.8 Release of Security

The security deposit shall be released after successful completion of the contract as per the certificate issued by the consignee.

The performance guarantee will be released by KSEBL only after the expiry of the period of contract which includes defect liability period. The contractor shall renew and keep alive all the bank guarantees furnished by him in respect of Comprehensive security up to 30 days more after the expiry of period of contract.

3.1.9 Commencement and Completion

The work/supply shall be commenced/made as per the relevant clauses of detailed order. The period of completion as stipulated will be reckoned from the date of issue of order and time of completion will be worked out accordingly. All the works stipulated under the scope of this contract shall be completed in all respects, supplies made, services provided before the expiry of the time of completion thus worked out, unless the time of completion is postponed and period of completion is extended by a written letter from the agreement authority.

3.1.10 Information and Data

The information and data furnished in the documents comprising of the contract regarding the works, site conditions and environment, rules and laws and facilities are of general nature, which shall be the responsibility of the contractor to acquaint himself about the exact information and data. He shall collect information and data about the nature and location of work, general and local conditions, transportation, disposal, handling and storage of materials, climatic changes, geological and hydrological information, and any other matter or aspect relevant to the work and cost of all these.

Any default or failure from the contractor in this regard shall not relieve him from the responsibility of executing the contract. KSEBL will not be responsible for any deductions; interpretations or conclusions arrived at by the contractor from the information and data that he collected, irrespective of the source.

If the drawings, specifications and contract documents do not contain particulars of materials and work which are obviously necessary for the proper completion of the work and intention

to include which is nevertheless to be inferred, all such materials and works shall be supplied and executed by the contractor without any extra charge.

3.1.11 Operations and Responsibilities of Contractor

The contractor shall proceed with the works with diligence and expedition, supervision and shall be carried to the entire satisfaction of the Engineer-in-charge.

The whole work entrusted to the Contractor shall be executed in perfect conformity with the contract documents and such explanatory and detailed drawings and directions as may be furnished from time to time by the Engineer-in-charge for the guidance of the contractor.

All materials to be provided by the Contractor shall be in conformity with the Specifications laid down in the Contract and the Contractor shall furnish from time to time proof and samples, at his cost, of the materials as may be specified by the Engineer-in-Charge for his approval. The Engineer-in-Charge shall also have powers to have such tests, in addition to those specified in the Contract, as may be required and the Contractor shall carry out the same. The cost of materials consumed in such tests and also expenses incurred thereon shall be borne by the Contractor in all cases and also where such tests which are in addition to those provided in the Contract.

KSEBL or the KSEBL's Representative or his nominee and any person authorized by the KSEBL's Representative or his nominee shall be entitled at any time to inspect and examine any materials intended to be used in or on the works and shall have full right to access the Site or any place where work in connection with the Contract is being carried out or is intended to be carried out and any place where materials or Plant are being fabricated and /or being assembled for the Works or at any place where these are lying or from where these are being obtained. For this purpose, the contractor shall afford such facilities as may be required for such inspection and examination.

The Engineer-in-Charge shall have full powers for removal of any or all materials brought to Site by the Contractor, which are not in accordance with the Contract Specifications or samples, approved by him.

3.2 Payments

3.2.1 General

Payments will be made through bank (for which bank details shall be furnished to the agreement authority in advance and along with Invoice) only after required checking and auditing in the ARU and payment will be released by the Chief Engineer, TransGrid Shornur. The amount of a bill will be arrived at based on the measured quantity for each item and as per the agreed rates. Payment will be released after the supply of the complete materials at site and taking over and certifying the invoice by the consignee, provided all relevant document have been submitted along with the materials.

No supply/work will be paid unless it is fully in accordance with the specifications and satisfaction of Engineer-in-charge. If by inadvertence, any bad work, incomplete supply/work or unsatisfactory work happened to be passed and paid for, the Engineer-in-charge shall have the right to recover the amounts so made at any time.

If any amount due to the contractor by virtue of this contract, but not claimed for payment for three months from the date on which it falls due, the same will be placed on the deposit account and if it remain unclaimed for three years, the contractor shall have no claim on such amount and will be finally credited to the account of KSEBL.

3.2.2 Preparation and Payment of Bills

The contractor shall submit his Invoice (Tax Invoice) in triplicate immediately after delivery of the materials. GST Number of the contractor and KSEBL shall be available in the Invoice. Final payments shall be made only when the Engineer-in-charge has given a certificate of completion of work/supply. Final measurements will be made on the completion of the

supply/work and payment will be given to the contractor on the basis of final measurements so taken, after adjustment of all outstanding recoveries and all amounts due to KSEBL as per the terms of the agreement. Payment of final Invoice will not be considered as a conclusive evidence for the sufficiency of any work or material or correctness of measurements to which it relates and it shall not relieve the contractor from his liabilities arising from any defects.

3.2.3 Due Date of Payment

The agreement authority and consignee shall make earnest efforts to make payments within 30 (thirty) ~ 40(forty) days from the date of submission of invoice / bill in full particulars in the prescribed form/format, by the contractor. Any delay in making payment due to any reasons shall not be a cause to the contractor for raising any claims for interest or other claims and shall not affect the works in anyway.

3.2.4 Delayed Payment due to Dispute

No claim for interest or damages will be entertained by KSEBL with respect to any money or balance which may be lying with KSEBL owing to any dispute, difference or misunderstandings between the Engineer-in-charge on the one hand and the contractor on the other hand or with respect to any delay on the part of the Engineer -in-charge in making periodic or final payment of any respect whatsoever, and KSEBL shall not be liable to pay any interest or damages or loss to the contractor.

3.2.5 Bill Auditing

The measurements, account of materials and all relevant documents with respect to the part bill or final bill shall be subject to checking, scrutiny and auditing by the Engineer-in-charge and auditing by the Resident Concurrent Audit Officer of KSEBL or such other audit Officers authorised by KSEBL. The payment will be effected on completion of all such process.

3.2.6 Interim / Pre-payments

No interim/pre-payments will be made in respect of individual bill before passing of the bill.

3.2.7 Corrections

The Engineer-in-charge can make corrections or modifications, by a certificate, in any previous certificate (other than the one purporting to be a final payment certificate) which has been issued by him and will have power to regulate or adjust or withhold payment accordingly and also if the works or any part thereof are not being carried out to his satisfaction.

3.2.8 Certificate not to affect rights of KSEBL or Contractor

Certificates issued by the Engineer-in-Charge for making payment to the Contractor shall not

1. Affect the rights of KSEBL against the Contractor.
2. Prejudice the rights of KSEBL against the Contractor.
3. Relieve the contractor from due performance of the contract.
4. Relieve the contractor's obligations for due performance of the contract.
5. Create any liability in KSEBL to pay for the alterations, amendments, variations and additional work not ordered in writing by Engineer-in-Charge.
6. Relieve the liability of the contractor for payment of damages whether duly ascertained /certified or not.

3.2.9 No additional compensation for operations not mentioned in the Specification

While describing the mode of measurement and payment, the technical specifications have elaborated many operations required for completing the work. The description of carrying

out each item of work does not in any way prevent the contractor from performing all other operations not described but required for completing the work as per specifications and the contractor is not entitled to any additional compensation.

3.2.10 Dues from the Contractor

All sums of money found due from the Contractor to KSEBL under this contract shall be recovered from the contractor from his security and bills payable to him and from other assets moveable or immovable as if the dues are arrears of land revenue under the provisions of revenue recovery act for the time being in force or in any other manner as KSEBL may deem fit.

3.2.11 Escalation / Revision of Rates

The rates agreed and forming part of the contract shall be firm during the period of contract. No escalation will be allowed on whatever reasons and grounds. The contractor is not eligible for any escalation or other wise of the rates other than that quoted, accepted and agreed to. No claim for revision of rates will be allowed on any account during the period of contract or during the extended period of contract if any.

3.3 Extension for the Period of Completion

The extension for period of completion will be granted on request by the contractor and shall be considered for the following cases only

1. Additional Supply/any major deviations ordered by the Engineer-in-charge which affect the project schedule.
2. Force majeure conditions.

The contractor shall intimate the Engineer-in-charge immediately on the occurrence of an event of the above nature and the consequent details such as number of days lost, number of days affected and revised schedule. It is the contractor's responsibility to establish the number of days affected in the critical path of accepted project schedule. Claims for time extension put up after 15 days from the last date of occurrence of the event will not be entertained.

If the contractor fails to complete the Supply / work in time as stipulated in the contract, he shall apply in writing to the agreement authority for extension of period of completion. While applying for the extension of period of completion, the contractor shall give the particulars of Supply / work completed, balance works to be completed and probable period required for completion of balance Supply / work with explanation for delay.

The Engineer-in-Charge shall determine the Supply / works completed and the balance works remains to be completed on the date of expiry of contract period or extension period and assess the reasonable period required for completion of the balance work and will be granted extension of period of completion.

If any default or breach of contract is there from the part of the contractor, period of completion will not be extended. The ordered extension of time shall not release the contractor from any of its obligations under the contract. No extra payment other than those agreed to in the contract will be given on account of the ordered extension of time and KSEBL will not have any financial commitment. The Contractor shall extend the validity period of the comprehensive security suitably to cover such extension and also, for the period of contract.

3.4 Force Majeure

Force majeure condition shall mean occurrence of an event under exceptional circumstances, which could not have been prevented or avoided or foreseen, by a prudent person or KSEBL or Contractor and it prevents performance of the contract.

Major force majeure events are enlisted below.

Volcanic eruption, Earth quake, War or war like operations like hostilities, invasion, acts of foreign enemies, rebellion, revolution, insurrection of military or usurped power, or civil war, Contaminations by radioactivity from any nuclear fuel, or from any nuclear waste or radioactive materials; Rebellion or terrorist action, Riots or commotion or disorder, unless solely restricted to employees of the Contractor or his sub-contractors and arising from the conduct of the Works, Contagious disease at the site, Cyclone, tornadoes, Unprecedented Floods rising more than maximum flood water level ascertained in a particular location for design of component structures, earthquakes and landslides or any loss or damage caused by forces of nature, Tsunami's etc.

Strike at contractor's works is not considered as a force majeure event.

No party in the contract shall be liable to the other for any loss and damages occurred due to force majeure condition and shall not apply to the obligations of either party to make payment to the other party under the contract due to occurrence of force majeure condition.

3.5 Liquidated Damages

Any delay in commissioning a project will adversely affect the total planning which in turn will affect the State and the public exchequer. Hence, for any damage or loss caused to KSEBL due to the failure from the part of the contractor in completing the work/supply in all respects within the stipulated period of completion, the contractor shall compensate for the same. The liquidated damage is to be realised from the end of the period of completion. **The maximum amount of liquidated damage shall be limited to 10% of the accepted contract amount. The rate of liquidated damages shall be 0.5% of accepted contract amount per week of delay subject to a maximum of 10% of accepted contract amount.**

3.6 Default by the Contractor

Unless otherwise specified anywhere in this contract, the following situations shall be treated as negligence from the part of the contractor:

1. The neglect of the contractor to execute the work with due diligence and expedition.
2. The contractor refuses or neglects to comply with orders given in writing by the Engineer-in-charge.
3. The contractor contravenes the provisions of the contract agreement.
4. Neglect to protect works during the course of construction.

In the event of negligence, the Engineer-in-charge will give seven days notice quoting the provision of this clause to the contractor identifying deficiencies in performance and demanding corrective action. The contractor should comply with the notice within the time frame specified therein. After such notice, the contractor shall not remove or demobilise any plant, equipment, men and material from the site. KSEBL will have right on all such plant, equipment and material from the date of such notice till the deficiency has been corrected.

3.7 Termination due to Default.

If the contractor fails to take satisfactory corrective action within the time frame specified therein after the receipt of the notice, the Engineer-in-charge reserves the right to terminate the contract. In case the contract is terminated, the amount of performance security together with the value of the work done but not paid for will be withheld for loss sustained by KSEBL for adjustment and recoveries as specified in subsequent clauses.

In the event of termination, the Engineer-in-charge may also take possession of the whole or part of the works, site, plant, equipment and materials brought or placed thereon and cause the whole or part of the work to be completed by utilising them through other agencies, at the cost of the contractor. In such case, the value of work done through such agencies will be credited to the contractor at his contract prices.

On completion of such works, if the expenses incurred for carrying out such work, by other agencies as certified by the Engineer-in Charge are in excess of the value of the work credited to the contractor, the difference shall be recovered from the contractor by KSEBL from the amount of security for performance and any other money withheld from the contractor. In case, this results in expenditure in excess of the total of the amount of security for performance, retention money and other money withheld from the contractor, KSEBL shall have right to make good this amount by virtue of law. In addition, he shall also be liable for the imposition of liquidated damages under the contract.

3.8 Re-assignment

The work shall not be re-assigned to any one by the Contractor on any reasons.

3.9 Sub-contractor / Subletting

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

3.10 Quality Assurance

The contractor shall establish a quality assurance system for every part of the work to demonstrate the compliance of such part with the requirement of the contract and specifications.

3.11 Contractor

3.11.1 Power of Attorney

Contractor shall not execute power of attorney without previous sanction in writing of the authority accepting the bid, in respect of any matter touching this contract and any such power of attorney executed without such sanction shall not be recognized by or binding upon KSEBL or its officers. It shall be entirely within the discretion of the authority accepting the bid either to grant such sanction or to refuse it or to revoke a sanction once given.

3.11.2 Management of Work

It is the responsibility of Contractor to manage the entire supply/work to produce the results as contemplated herein. It is for him to plan, organise and execute the Supply/work and to manage the labour.

No extension for time of completion shall be granted due to labour strike, indiscipline or unrest of the labourers of the contractor.

3.11.3 Notices, instructions and correspondences

Every notice hereby required or 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 served on the contractor on the date on which, in the ordinary course of post, a letter(s) addressed and posted would reach his place of abode or business.

3.11.4 Liability due to damage of work or plant

Until the Supply / work shall be, or deemed to be taken over by the agreement authority, the contractor shall be liable for and shall indemnify KSEBL in respect of all damages or injury to any person or to any property of the KSEBL or of others occasioned by the act of the contractor or members of his organization including his workmen or his sub - contractors or piece - work contractor or by defective work or materials but not due to causes completely beyond his control.

3.11.5 Time limit for claims

Any claim raised by the contractor should have been raised before the agreement authority and not before any subordinate authority within 30 days from the date of occurrence of the event which lead to the claim. He is precluded from raising any such claim after the expiry of the above period.

3.12 KSEBL

3.12.1 Role of agreement authority

The Agreement authority is the Kerala State Electricity Board Ltd, constituted by the Government of Kerala and is represented by an officer of KSEBL as authorized by KSEBL. Generally, an officer of the rank of a Chief Engineer will be the represented agreement authority. The Chief Engineer is represented by Deputy Chief Engineer, Executive Engineer, Assistant Executive Engineer, Assistant Engineer and subordinate staffs as per delegation of Powers prevailing in KSEBL. These Officers shall exercise within their delegated power as prevalent in KSEBL regarding management, execution, measurement and payment of works; the commitments made by these officers are based on the agreement executed and powers delegated.

3.12.2 Modifications

The Engineer-in-charge may order modifications at any time before the completion of work. The contractor shall not make any modification unless ordered in writing by the Engineer-in-charge. For all modifications, the Engineer-in-charge will issue revised drawing or written instructions or both.

3.12.3 Inspection

Except as otherwise provided, all material and workmanship shall be subject to inspection, examination and testing by the Engineer - in - charge at any and all times during manufacture and / or construction at any and all places where such manufacture and / or construction are carried out. KSEBL shall have the right to reject defective material and workmanship or require its correction/rectification. Rejected workmanship shall be satisfactorily rectified and rejected material shall be replaced with proper material without charge therefore and the contractor shall promptly segregate and remove the rejected material from the premises at his own cost. If the contractor fails to proceed at once with the replacement of rejected material and / or the correction of defective workmanship, KSEBL may, by a contract or otherwise replace such material and / or correct such workmanship and charge the cost thereof to the contractor and / or may terminate the right of the contractor to proceed further. The contractor and his surety are liable for any damage to KSEBL resulting there from the termination of contract.

3.12.4 Right to vary work

In exigencies of completing the work properly and timely, KSEBL reserves the right to vary from the terms and specifications of works already communicated and to carry out them in an entirely different manner that may be considered most suitable. The contractor shall carry out such variations as directed to be done by the Engineer-in -charge.

3.12.5 Power to add, vary or omit work

No Alterations, amendments, omissions, additions, suspensions or variations of the work here-in-after referred to as variations under the contract as shown by the contract drawings or the specifications shall be made by the contractor except as desired or directed by the Engineer-in-charge in writing. However, Engineer-in-charge shall have full power from time to time during the execution of the contract by issuing notice in writing to instruct the contractor to make such variations without prejudice to the contract and the contractor shall carry out such variations and be bound by the same conditions as far as applicable as though the said variations occurred in specifications.

The rates quoted by the contractors shall hold good even then.

3.12.6 Right to execute work

KSEBL reserves the right to execute any portion of the contract either themselves or otherwise without assigning any reasons thereof and in such an event the contractor will have no claim for any compensation whatsoever. In case when the works are supplemented or arranged otherwise due to default on the part of the contractor, the provisions under termination of contract shall apply.

3.12.7 Correctness of bid

It shall definitely be understood that KSEBL does not accept any responsibility for the correctness or completeness of the bid.

3.12.8 Orders after award

After the bid has been accepted by KSEBL, all orders and instructions to the contractor shall be given by the Engineer-in-charge on behalf of the KSEBL except otherwise provided in the contract.

3.12.9 Engineer's decision

In the respect of all matters which are left to the decision of the Engineer - in -charge including the granting of or withholding of certificates, the Engineer - in - charge shall, if required to do so by the contractor, give in writing a decision thereon and his reasons for such decisions. All decisions of the Engineer - in - charge shall be final and binding and not arbitrable.

3.12.10 Right to withhold payments

KSEBL shall have a right on and over all or any money that may become due and payable to the contractor under this contract or also and over the security and retention deposits/guarantees, in respect of any debt or sum that may become due and payable to the Government and / or KSEBL by the contractor either alone or jointly with another or others, or either under this or under any other contracts or transactions of any nature whatsoever between the Government and / or KSEBL and the contractor and also in respect of any Government tax or taxes or other money which may become due and payable to the Government or only other statutory enactment or enactments in force in modifications or substitutions thereof, KSEBL shall at all time be entitled to deduct the said debt or sum or tax due by the contractor from the money, Securities like Bank Guarantee or deposit which may become payable/ returnable to the contractor under this contract.

3.12.11 Advances

No advances of any kind will be given to the contractor.

3.13 MISCELLANEOUS

3.13.1 Toll & duties

The contractor shall, unless otherwise specifically provided in the contract, pay all duties, tolls, quarry fees, octroi, royalties and other taxes on all materials and articles that he may use. These charges incurred by the contractor **will not be** reimbursed by KSEB.

3.13.2 Taxes

The price offered by the contractor shall include all taxes and other charges imposed outside India under the laws and regulations of the country of origin on the production, manufacture, sale and transport of the imported equipments, materials and supplies to be used on or furnished under the contract, and on the services performed under the contract. Any variation in the taxes and other charges mentioned above during the period of contract shall be borne by the contractor.

GST payable shall be separately shown in the BOQ and the same will be paid by KSEBL. No other taxes will be applicable for this purchase. Only variation in GST will be considered, after execution of agreement. All other charges, in any form shall be borne by the contractor.

3.13.3 Tax clearance certificate

The KSEBL may require the contractor to produce copies of PAN card, self attested, before entering into the agreement with him for the contract and the contractor will have to produce all such documents as and when called for. Final payment of the contractor will be made only after the production certification from concerned departments on taxes, if required, and attested copy of PAN Card in the case of income tax.

3.13.4 Insurances

The contractor shall secure and maintain throughout the duration of this contract insurance of such types and in such amounts as may be necessary to protect himself and the interests of KSEBL against all usual hazards or risk of loss. The form and limits of such insurance and the company together with the underwriting thereof in each case, such as will be acceptable to KSEBL but, regardless of such acceptance, it shall be the responsibility of the contractor to maintain adequate insurance coverage at all times. Failure of the contractor to maintain adequate coverage shall not relieve him of any contractual responsibility.

CHAPTER 4

SPECIAL CONDITIONS OF CONTRACT

1. GENERAL

1.1. The following special conditions shall be read in conjunction with the “Conditions of Bid and Contract” of the tender document and amendments/corrections thereto. If there are provisions in this special conditions of contract which are at variance with the provisions in the above mentioned documents, the provisions in these special conditions shall take precedence.

1.2. The work/supply in general shall be carried out in accordance with the conditions and specifications laid out in the documents.

1.3. The contractor shall submit detailed drawing of the material/equipments, complete for review by the agreement authority.

1.4. Bidders shall have previous experience in ‘*Supply of 15kV Digital Insulation Tester*’ specified in this bid document. Proof of the same and performance certificate from reputed clients shall be submitted along with tender documents.

2. CODES AND STANDARDS

Whenever Codes and Standards are referred to particular specifications of equipment or material the latest Codes prevalent at the time of tendering shall be followed.

3. PRICE

Offers with **firm** price alone will be accepted.

4. CONSIGNEE

The consignee shall be the **Executive Engineer, TransGrid Division Kottayam - 686633.**

5. PAYMENT AUTHORITY: The Chief Engineer, KSEB TransGrid Shornur

6. DELIVERY

The equipment shall be delivered to the **Executive Engineer, Transgrid Division Kottayam.**

The contractor shall furnish three copies of all despatch documents to the Executive Engineer, **TransGrid Division Kottayam.** Test certificates, manuals etc. of the product should be sent along with the supply of materials for each consignment.

7. PAYMENT:

90% of the cost of material along with 100 % taxes will be paid after receipt of material at site, verification of the materials and after certifying by the consignee. The payment will be effected through KSEB's funds after receipt, preliminary verification and acceptance by the consignee.

The following are the documents required for effecting payment.

- Supplier's invoices showing goods' description (in Triplicate)
- Guarantee Certificate and Test Certificates.
- Copy of the packing list, delivery challan

Balance 10 % amount will be paid after the Guarantee period or after execution of Bank Guarantee towards satisfactory performance of the equipment.

Note on payment of bills

All statutory deductions other levies imposed by state/central governments at the time of payment shall be applicable.

8. GUARANTEE:

Tenderers should guarantee satisfactory performance of the materials quoted for a minimum period of 12 months from the date of acceptance by the consignee after delivery at site.

9. PERFORMANCE GUARANTEE:

Performance guarantee amounting to 10% of the contract value shall be furnished in the form of Bank Guarantee. The Bank Guarantee should be valid for the entire guarantee period, defects liability period.

10. DESPATCH:

The Materials may be dispatched through any of the approved Transporter on **freight pre-paid** basis for door delivery to the consignee.

11. INVOICES:

Invoice in triplicate should be drawn in favour of **the Chief Engineer KSEBL, Transgrid Shornur** and forwarded to the consignee. In all correspondences and invoices relating to this order, the number and date of the Purchase Order should be clearly quoted. The payment shall be made through RTGS for which the bank details shall be furnished by the supplier. GST number of KSEBL is **32AAECK2277NBZ1** and the same shall be indicated in your invoice.

12. Agreement:

An agreement has to be executed by the Contractor in Kerala stamp paper worth Rs. 200/- for satisfactory fulfillment of the contract in the prescribed format. Payment against order is liable to be withheld until the agreement is executed. The Contractor shall have to pay all stamp duty, lawyer's charges and other expenses incidental to the execution of the agreement.

13. Security Deposit:

The successful tenderer must within a fortnight after acceptance of his tender, furnish 5% (five percent) of the amount of the contract in Demand Draft drawn in favour of the **Chief Engineer KSEBL, Transgrid Shornur** and execute an agreement with KSEBL in the prescribed form for the proper and satisfactory execution of work entrusted with him. The contractor shall have to pay all stamp duty, lawyer's charges and other expenses incidental to the execution of the agreement and Bank Guarantee.

In case the contractor fails to deposit the security and execute the agreement as stated above or in case the contractor fails to fulfill the contract as per the terms and conditions specified, the Earnest Money deposited by him will be forfeited to KSEBL and it would be lawful also for KSEBL to terminate the contract and get the contract done through any other agency at the risk and cost of the contractor and any loss or damage occasioned thereby to KSEBL will be recovered from the contractor. But the contractor will not be entitled to any gain if KSEBL may accrue by such action.

16. FREIGHT & INSURANCE:

The consignment under this order shall be fully insured by you against loss, damage etc, incidental to the manufacture, transport and delivery & storage at site for 15 days from date of arrival at site. The equipment to be dispatched on freight pre paid basis on door delivery to the consignee. The amount of freight and insurance charges to be separately mentioned in the price schedule, BoQ.

17. JURISDICTION:

Only courts situated at the Head Quarters of KSEBL, will have jurisdiction to entertain civil suits (at Thiruvananthapuram) arising out of or on the application of this contract.

18. LOCAL LAWS:

All local laws in force at the time of entering into the contract and those enacted thereafter shall be binding on the Contractor and he shall abide by the same. The Contractor shall also be liable to all relevant provisions of the Indian Income-Tax Law, which may be applicable to him.

19. PERIOD OF CONTRACT:

From the date of receipt of the order to the date of delivery of last packages at site is expected to be completed within **4 months**.

20. RELEASE OF SECURITY DEPOSIT

The security deposit shall, subject to the conditions specified therein be returned to the contractor only after the satisfactory receipt of the material and execution of the performance guarantee and obtaining the non-liability certificate from the consignee, but in the event of any dispute arising between KSEBL and the contractor, KSEBL shall be entitled to deduct out of the deposit or the balance thereof until such dispute is determined, the amount of such damages, costs, charges and expenses as may be claimed. The same may also be deducted from any other sum, which may be due at any time from KSEBL to the contractor.

21. OTHER IMPORTANT MATTERS

- 1.** No alterations shall be made in the Tender Form or the Schedule or the specifications annexed hereto except filling in the tender forms and schedules.
- 2.** Any attempt on the part of the tenderer or their agents to influence KSEBL in their favour and personal canvassing will disqualify the tenderers.
- 3.** Offers with firm prices alone will be accepted.
- 4.** Final acceptance of the tenders rests with **the Deputy Chief Engineer, TransGrid KSEBL, Kalamassery** who does not bind himself to accept the lowest or any other tender. The **Deputy Chief Engineer, TransGrid KSEBL, Kalamassery**, also reserves the right to accept the tenders either in full or in part of it. The tenderers on their part must be prepared to carry out such part of the contract as may be allotted to them. KSEBL will not be responsible for any expense/ loss that may be incurred by the tenderer.
- 5.** 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 any composition with his creditors for the settlement of his debts or carries on his business or the contractor under inspection 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 this contract, the contractor shall have security deposits the contract shall thereupon after notice given by the **the Deputy Chief Engineer, TransGrid KSEBL, Kalamassery**, to the contractor be determined and the KSEBL may complete the contract in such time and manner and by such persons as the **the Deputy Chief Engineer, TransGrid KSEBL, Kalamassery** as shall think fit. However, such determination of the contract shall be without any prejudice to any right or remedy of KSEBL against the contractor or his sureties in respect of any breach of contract thereto committed by the contractor. All expenses and damages caused to KSEBL by any such breach of contract by the contractor shall be paid by the contractor to KSEBL and may be recovered from him under the provisions of the Revenue Recovery Act in force in the State.
- 6.** Special conditions, if any mentioned in the quotation 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 KSEBL.

CHAPTER 5

BIDDING PROCEDURE

1 Introduction

The bidders are advised to carefully examine all instructions, conditions, terms, specifications, drawings etc. in the bid documents and details regarding the facilities at work site, approaches, availability of labour, working seasons, geology, climate etc. The bidders are advised to visit the site, after obtaining prior sanction from the tendering authority, before preparing the bid documents. In case of any doubt or issue, the bidder may collect whatever information required from the bidding authority. The rates shall be quoted after precisely considering all aspects that may be encountered in the implementation of the project. The quoted rates shall be on the bidders' risk and remain firm during the period of contract. The contractor is not entitled for any claim other than that agreed to in the contract.

2 Preparation of Bid

The Bidder shall submit online all the volumes of bid documents simultaneously. The bid shall be accompanied by a letter of application, the form of which is given. *Bid shall be accompanied by a Bid security(EMD)*. All the forms as explained in the tender document have to be submitted online.

The bidders shall attach an agreement with the bid in the format given, duly signed and attested by two witnesses, in Government Stamp Paper worth Rs 200/-. Bids without agreement in stamp paper of proper value and in proper form will be rejected.

All schedules shall be duly filled up as stipulated in the bid document and properly signed. Supporting documents, photographs, literatures etc. if any can also be submitted along with the pre-qualification bid in a separate cover. Each bid shall contain an address for service of notice.

3 Signing of Bid Document

The Bidder shall digitally sign the on-line bid documents.

The bidder shall prepare and submit, as part of his bid, a complete schedule showing in detail his proposed programme/schedule of the operation for the orderly performance of the work within the time specified in the specifications.

4 Submission of Bid

4.1 On-line Submission of Bid Documents

The bid shall be submitted simultaneously and shall contain the following.

1. Fee details showing remittance of tender cost and Bid Security.
2. Scanned copy of Bid Agreement (in Rs. 200/- worth non judicial stamp paper) (Format 1).
3. Letter of Application in letter head of the bidder (Format 2).
4. Declaration by bidder (Format 3).
5. Declaration for downloading the bid document (Format 4).
6. Scanned copy of Power of Attorney, if any.

7. Bid Document.
8. Duly filled Delivery Schedule (Format 5).
9. Technical pamphlets, illustrations, descriptive matter etc
10. Experience certificate / performance certificate from Client
11. Guaranteed technical particulars (Format 6).
12. Scanned Copy of PAN Card and details of GST registration.
13. Write-ups about the bidder firm / other literature if any.
14. Other documents as required in the tender document.

The Price bid is the Bill of Quantity (BOQ) in .xls format duly filled up and uploaded.

Tenders/bids shall be accepted only through on-line mode and no manual submission shall be entertained.

Note: - 1. The online documents submitted shall be legible failing which the said document will not be considered for evaluation.

If the uploaded scanned copy of original document and the hard copy of the document submitted by the bidder differ, the former will be considered for bid evaluation.

4.2 Submission of Hard Copy of the Documents

The bidder shall submit the original of any of the documents uploaded in the bid, if so required at any stage of evaluation and award process.

Note:- The Bids containing any sort of deviations including technical deviations and additional conditions will be summarily rejected provided;

1. The technical deviations are totally unacceptable to KSEBL;
2. Financial implications of the deviations are not spelt out.

Technical deviations and additional conditions, if any, shall also be submitted in a separate **pdf** document, but KSEBL reserves the right to accept, negotiate or reject it totally at its discretion.

5. Opening of Bid

a. The cover number 1 containing bid security, agreement and tender documents will be opened as per the bidding schedule by the bidding authority or his authorised representative in the presence of bidders or their authorised representatives who are present. If the bidder fails to enclose the bid security and the agreement as specified his bid will be summarily rejected.

b. There after Cover number 2 containing the Price bid will be opened by the bidding authority or his authorised representative in the presence of qualified bidders or their authorised representatives who are present. Even if no representatives are present, KSEBL reserves the right to open it at the specified date and time.

c. Any bid which does not confirm to all the terms, conditions or specifications of bid documents or not substantially responsive and genuine will be rejected.

6. Last date for Submission of Bids

The last date for submission of bid is as stated in the notice-inviting tender. However the KSEBL may extend the last date for submission of bid at its discretion at any time, publishing corrigendum in this regard, without any change in the rights and obligation on both sides existed as per the original last date for submission of bids.

7. Bidding Schedule

The schedule of key activities of the bidding process is as given in the NIT.

If the bid opening date falls on a holiday for the KSEBL, the next working day of the KSEBL shall be considered. Normal working hours of KSEBL is 10.00 am to 5.00 pm.

8. Instructions for Completing the Schedules

This Schedule comprises of typical forms for completion by the Bidder.

- The first form given in sheet named BoQ of the BoQ document (Excel format) shall be used for quoting the price.
- Freight charges, loading and unloading charges, insurance charges etc will be to the supplier's account only.

CHAPTER 6

DOCUMENTS TO ACCOMPANY BID

The following documents shall be prepared, signed and uploaded by the bidder in 'pdf' format along with the bid compulsorily. Given below are the formats for each item which shall be made use of to prepare these documents.

To be enclosed in Cover No.1

1. Fee details showing remittance of tender cost and Bid Security(EMD).
2. Bid Agreement (in Rs. 200/- worth non judicial stamp paper) (Format 1).
3. Letter of Application in letter head of the bidder (Format 2).
4. Declaration by bidder (Format 3).
5. Declaration for downloading the bid document (Format 4).
6. Scanned copy of Power of Attorney, if any.
7. Bid Document.
8. Duly filled Delivery Schedule (Format 5).
9. Technical pamphlets, illustrations and descriptive matter if any
10. Experience certificate/performance certificate.
11. Guaranteed technical particulars (Format 6).
12. Scanned Copy of PAN Card & GST details.
13. Write-ups about the bidder firm /other literatures if any.
14. Other documents as required in the tender document.

To be enclosed in Cover no.2

Price Bid- BoQ

FORMATS

Format 1

Bid Agreement

(Agreement to be executed by the bidder and to accompany with the bid, in Kerala Government Stamp Paper to the Value of Rs. 200/- Scanned copy to be uploaded along with online submission and original to be furnished in hard copy.)

Articles of agreement executed on this the.....day of.....between the Kerala State Electricity Board Ltd. or its successor acting through the, KSEBL, HMT Colony P.O. 683503 Kalamassery (here enter the designation of officer who has invited this tender) hereinafter referred to as "KSEBL" of the one part and Shri / Smt..... (here enter name and address of the bidder) (hereinafter referred to as "the bounden") of the other part.

WHEREAS in response to the invitation for bid as per Notification No.....dated.....and subsequent amendments thereto, the bounden has submitted to KSEBL a bid for thespecified therein subject to the terms and conditions contained in the said bid documents.

WHEREAS the bounden has also furnished a bank guarantee for Rs.and deposited with the Board a sum of Rs.....as Bid security for execution of an agreement undertaking the due fulfilment of the contract in case his bid is accepted by KSEBL.

NOW THESE PRESENTS WITNESS AND it is hereby mutually agreed as follows:

In case the bid submitted by the bounden is accepted by KSEBL with or without modifications and the Contract for.....is awarded to the bounden, the bounden shall within 15 days of acceptance of his bid execute an agreement with KSEBL incorporating all the terms and conditions under which KSEBL accepts his bid.

In case the bounden fails to execute the agreement as aforesaid incorporating the terms and conditions governing the contract, KSEBL shall have power and authority to recover from the bounden any loss or damages caused to KSEBL by such breach as may be determined by KSEBL, appropriating the moneys inclusive of Bid security deposit or/any kind of security furnished by the bounden and if the money or security is found to be inadequate, the deficit amount may be recovered from the bounden and his properties movable and immovable and also in the manner hereinafter contained. The bounden will have no claim or right over the moneys and/or securities and Bid security appropriated by KSEBL and those moneys or/and securities shall belong to KSEBL.

All sums found due to KSEBL under are by virtue of this agreement shall be recoverable from the bounden and his properties movable and immovable under the provisions of the Revenue Recovery Act for the time being in force as those such sums are arrears of land revenue and also in such other manner as KSEBL may deem fit.

In witness whereof Shri/Smt.(here enter name and (designation) for and on behalf of KSEBL and Shri/Smt.....the bounden have here unto set their names the day and year shown against their respective Signatures.

Signed by Shri/Smt.....(Date)

In the presence of witnesses:

1.

2.

Signed by Shri/Smt.....(Date)

In the presence of Witnesses:

1.

2.

Format - 2

Letter of Application

(To be filled up by the Bidder on his Letter Head and scanned copy to be uploaded along-with the online submission of bid)

To

The Deputy Chief Engineer,

TransGrid South, Kalamassery,

KSEB Ltd, HMT Colony P. O. - 683503.

Sir,

Having examined the above tender enquiry along with the specifications relating to the following:- *Supply of one number, 15kV Digital Insulation Tester at 400kV GIS Kottayam*

1. We hereby offer to supply the same for the rates quoted in this tender.
2. We hereby undertake to supply and deliver the materials in accordance with the Contract conditions, within the time specified in the tender.
3. We hereby guarantee the specifications entered in the tender submitted by us.
4. We understand that an agreement has to be executed for participating in the tender and have enclosed the agreement in Rs 200/- stamp paper as per FORMAT 1 of the tender document.
5. If the contract is awarded to me/us, I/We undertake to remit the security deposit, execute the statutory agreement for the contract, whose format would be supplied along with the concerned Purchase Order, and complete the contract as directed by you.
6. We have furnished EMD for Rs

Yours faithfully,

Signature of Tenderer with office seal

(To be signed by the Authorized signatory)

Address:

Place:

Format 3

DECLARATION BY BIDDER

(To be prepared on Bidder's Letter Head and up loaded as pdf document along with bid)

Tender No: _____

Name and Description of the Works: _____

1. I/We,.....
hereby declare that I am not in any way related to any KSEBL's servant who is in charge of or having control of this work. I agree that if, at any stage, it is found that this declaration is untrue the Bid security / Performance guarantee, paid by me will be forfeited and the contract entered will stand cancelled. It is understood that the relationship with KSEBL's servant referred to herein will be restricted to my Father, Mother, Son, Daughter, Brother, Sister, Direct Uncle, Nephew, Father-in-law, Mother-in-law, Brother-in-law, Sister -in-law, and First Cousins of the Officer concerned.

2. All information provided in my/our offer and attachments thereof is true and correct and in line with the requirement of the Bidding Documents and all documents accompanying this offer are true copies of their respective originals.

3. I/We confirm our prices are inclusive of all the applicable taxes, duties, levies, royalties and octroi for the performance of the Contract.

4. I/We hereby also declare that any of the person or party (including my/our sub-contractors listed in the bid) have not been declared ineligible to bid for corrupt or fraudulent or collusive or coercive practices or banned from business dealings on any consideration by any Employer/Government institution or Public Sector Undertakings of India.

5. I/We also undertake that, in competing for (and, if the award is made to us, in executing) the above contract, we will strictly observe the laws against fraud and corruption in force in India namely "Prevention of Corruption Act 1988".

6. I/We undertake, if our bid is accepted, to commence the work as stated in your Letter of Acceptance to us, and to achieve Completion within the time stated in the Bidding Documents.

7. I/We understand that you are not bound to accept the lowest or any bid you may receive.

Place: Date:

Signature of Bidder

Format 4

DECLARATION OF THE BIDDER FOR DOWNLOADING THE BID DOCUMENTS

(To be prepared on Bidder's Letter Head and uploaded as 'pdf' along with the bid)

Tender No: _____

Name and Description of the Works

I/We have downloaded the Bid document from the web site www.etenders.kerala.gov.in and I / We have not tampered / modified the Bid document/forms in any manner, other than that is specifically indented for the bidder. In case, if the same is found to be tampered / modified at any unintended place, at a later stage, I / We understand that my / our tender will be summarily rejected and full bid security will be forfeited.

Name of bidder

Signature of the bidder

Date:

Address:

Format 5
SCHEDULE OF DELIVERY

(To be filled in by the bidder)

Sl .No.	Item Description	Required Delivery time as per tender	Quoted Delivery Time	Remarks
1	<i>Supply of one number, 15kV Digital Insulation Tester at 400kV GIS Kottayam</i>	4 months from the date of issue of Purchase Order		

Signature :

Name & Address of the bidder:

Format 6
GUARANTEED TECHNICAL PARTICULARS

Supply of one number, 15kV Digital Insulation Tester at 400kV GIS Kottayam

Technical spec. and GTP as given in Vol.II of bid document

The equipment procured is for utilization at 400kV GIS Kottayam. All the activities related with the product right from design, material procurement, inspection, manufacturing & assembly, transportation, final testing & dispatch etc. are to be carried out with extreme vigilance and in strict compliance with IS/international standards and this tender specifications.

Signature:

Name:

& Address of the bidder:

FORMATS TO BE USED ONCE THE CONTRACT IS AWARDED

Annexure 1

Form of Contract Agreement

(IN KERALA GOVT. STAMP PAPER WORTH Rs. 200/-)

AGREEMENT No. _____

Articles of Agreement made the day of
..... between Sri.,
Kalamassery acting for/on behalf of the Kerala Electricity Board Ltd, hereinafter called the
"Board" of the one part and Sri.
..... of
..... and Company
Limited incorporated under the
.. and having its registered office at (hereinafter called the
Contractor) of the other part.

WHEREAS the Contractor has tendered for the supply of articles for the use of Board as
per Tender notification No.ELE Dated,
..

And WHEREAS KSEBL have been pleased to accept the contract in respect of the articles
mentioned in the copy of order attached.

And WHEREAS the Contractor has security for the satisfactory fulfillment of this contract
deposited Rs. ie. a sum equal to
... percent of the value of the contract as per Bank Draft No. dated,
... Bank Guarantee No. dated, of the
..... Bank duly approved by the Board.

Now these presents witness and it is hereby mutually agreed as follows :-

The contractor shall undertake to supply material according to the standards/ samples/
specifications. In other cases he should send samples to conform to the description given in the
schedule when required to do so. Approved samples will not be paid for and shall become the
property of KSEBL, but may at the discretion of KSEBL be returned to the Contractor whose
tender is accepted on the completion of his contract.

All samples must be clearly labeled to show to what particular items tendered for they relate and
should be of sufficient size and quantity to enable KSEBL to compare supplies therewith.

No representation for enhancement of rates once accepted will be considered.

The approximate quantities to be supplied are shown in the copy of order No
..... herewith attached which shall be treated as a part of this agreement as
nearly as can be foreseen. But they are merely estimates of quantities that may be required for
general guidance of tenderers and KSEBL in no case binds itself to purchase any quantity at
all during the period of contract if no necessity arises therefore, but the Contractor shall
supply any quantity of any article at the rate tendered by him, for that article up to 15 percent,
in excess of the estimated quantity quoted and in the event of his inability to do so or to offer
a suitable alternative to the satisfaction of KSEBL, KSEBL is at liberty to purchase the articles
or an article of similar quality from elsewhere and should the price of the articles so
purchased be in excess of the tendered rate to deduct the difference of cost from the
contractor's bills or his security deposit, as the case may be.

The contractor shall not however be entitled to the excess, if any, of the tendered rate over such purchase amount.

In case the contract fails to supply and deliver any of the articles and things tendered for by him within the time provided for delivery of the same or in case the Contractor commits any breach of any of the covenants, stipulations 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 KSEBL (if it shall think fit to do so) by an order in writing to put an end to this contract, and in case KSEBL shall have incurred, sustained or been put to any costs damage or expenses by reason of this contract have 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 KSEBL under or by virtue of this contract it shall be lawful for KSEBL from and out of any moneys for the time being payable or owing to the contractor from KSEBL under or by virtue of this contract or otherwise to pay and reimburse to KSEBL all such costs, damages and expenses they may have sustained, incurred or been put to by reason of this contract having been so put an end to as aforesaid, and also all such difference in price, compensation loss, costs, damages, expenses and other moneys as shall for the time being be payable by the Contractor aforesaid.

Every notice hereby required or 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 served to contractor on the date on which in the ordinary course of post a letter is addressed and posted would reach his place of adobe or business.

The contractor shall not assign or make over the contract or the benefits or burdens there of or any part thereof to any other person or person 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 KSEBL. KSEBL shall have absolute power to refuse such consent or rescind such consent (if given) at any time, if they are 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 subcontractor 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.

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 of carries on his business or the contract under inspection 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 this contract, the Contractor shall have rendered himself liable to damages amounting to the whole of his security deposits; the contract shall thereupon, after notice given by the Chief Engineer/Deputy Chief Engineer, Kerala State Electricity Board Ltd to the Contractor, be determined and the Chief Engineer/Deputy Chief Engineer, may complete the contract in such time and manner and by such person as KSEBL shall think fit. But such determination of the contract shall be without any prejudice to any right of remedy of KSEBL against the Contractor or his sureties in respect of any breach of contract Committed by the Contractor.

All expenses and damages caused to the Board by any breach of all or any of the terms of this contract by the Contractor shall be paid by the Contractor to KSEBL and may be recovered from him.

(a) The Contractor agrees that final payment will be made only on production of tax clearance certificates relating to Agricultural Income Tax, Sales Tax and Income Tax by him.

The Security Deposit shall subject to the conditions specified herein be returned to the Contractor within three months after the expiration of the contract, but in the event of any dispute arising between the Electricity Board Ltd and the Contractor, KSEBL shall be entitled to deduct out of the deposits or the balance thereof, until such dispute is determined the amount of such damages, costs, charges and expenses as may be claimed the same may also be deducted from any other such which may be due at any time from KSEBL to the contractor.

The contractor/hereby declares that the goods/stores/articles sold to buyer under this contract shall be of the best quality (and workmanship) and shall be strictly in accordance with the specifications and particulars contained/mentioned in the copy of the order mentioned in clause 3 here of and the contractor/hereby guarantees that the said goods/stores/articles would continue to conform to the description and quality aforesaid for a period of days/months from the date of delivery of the said goods/stores/articles to KSEBL and that notwithstanding the fact that KSEBL (inspector) may have inspected and /or approved the said goods/stores/articles, if during the aforesaid period of days/months the said goods/stores/articles be discovered not to conform to the said description and quality aforesaid and have deteriorated and the decision of KSEBL in that behalf will be final and conclusive KSEBL will be entitled to reject the goods/stores/articles or such portion whereof as may be discovered not to conform to the said description and quality. On such rejection of goods/articles/stores will be at the contractor's risk and all the provisions herein contained relating to rejection of goods etc. shall apply. The contractor/seller shall if so called upon to do replace the goods etc, or such portion thereof as is rejected by KSEBL. Otherwise the Contractor/Seller shall pay to KSEBL such damages as may arise by reason of the break of the conditions herein contained. Nothing herein contained shall prejudice any other right of KSEBL in that behalf under this contract or otherwise.

The terms and conditions given in this agreement and/or the Order referred to in Clause 3 above shall supersede all the terms and conditions contained in the tender/quotation submitted by the Contractor or in the covering letter forwarding the said tender/quotation. Where the contractor's terms and conditions are at variance with this agreement and/or the order for the supply the letter shall prevail.

In case where a successful tenderer after having made partial supplies fails to fulfill the contracts in full, all or any of the materials not supplied may at the discretion of the purchasing officer be purchased by means of another tender/quotation or by negotiation from the next higher tenderer who have offered to supply already and the loss, if any, caused to KSEBL shall thereby together with such sums as may be fixed by KSEBL towards damages be recovered from the defaulting tenderer.

Even in cases 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 rate shown in the tender of the defaulter shall be forfeited and balance alone shall be refunded.

The Courts situated at the place where the headquarters of KSEBL is situated, viz, Thiruvananthapuram alone will have jurisdiction to entertain civil suits pertaining to this contract.

In witness where of the parties hereto have hereunto set their hands the day and year first above written.

Signed sealed and delivered.

By
..... acting for and on behalf of the Kerala State Electricity Board
Ltd.

In the presence of :

Witness

1.

2.

Signed sealed and delivered

(Contractor)

In the presence of :

Witness : 1.

2.

Annexure 2

Form of bank guarantee in lieu of Performance Guarantee

(To be furnished from State Bank of India and its subsidiaries/ associates, nationalised Banks, or from Scheduled Banks)

Place:

Guarantee No.....Date:.....

(On Stamp paper of respective State Government)

To

The Deputy Chief Engineer/Chief Engineer

TransGrid South Kalamassery/Transgrid Shornur

WHEREAS the **The**

KSEB Ltd, HMT Colony P.O. - 683503, Kalamassery (herein after also referred to as 'KSEBL') and _____

_____ (hereinafter referred to as the "Contractor") have come to an agreement regarding the execution of _____

AND WHEREAS as per the terms of the contract to be executed the contractor may furnish a Bank Guarantee in a given form in lieu of Performance Security for an amount of Rs _____ (Rupees in words _____)

NOW THEREFORE THESE WITNESS

We,.....a Bank incorporated under Act, and having its Registered Office at(hereinafter referred to as the 'Bank') in consideration of Board having agreed to pay the Contractor the sum ofbeing the contract price for the execution of(Name of contract and brief description of works)

That we will in the event of the contractor failing to honour any of the conditions stipulated in the agreement or in the event of the Contractor not completing the work as per specifications and drawings or in event of the Contractor committing breach of the contract or any provisions thereof or in the event of the Contractor failing to renew this guarantee at any time during the period of contact and settlement of account including the period covered by its extension, pay to KSEBL without any demur on a mere demand by the Chief Engineer/Deputy Chief Engineer, TransGrid Shornur/Kalamassery, KSEB Ltd, the sum or sums, which in the opinion the Chief Engineer /Deputy Chief Engineer, the Contractor is liable to pay to KSEBL. Any such demand made on the Bank shall be conclusive as regards the amounts demand payable by the Bank under this guarantee. However, our liability under this guarantee shall be restricted to an amount not exceeding Rs.....

The Bank understands that the onus of extending the validity of the Bank Guarantee in time till the accounts in respect of the contract is finally settled with the Contractor.

That in case the validity of the Bank guarantee is not extended by the Contractor in time and in case KSEBL has not requested the Bank to release the Bank Guarantee to the Contractor before the expiry date specified or extension thereof, the Bank hereby agrees to pay full amount as per this guarantee together with the interest as on date to the Board, immediately on expiry of validity period, excluding grace period, the demand for which is here by waived.

That irrespective of the provisions herein the bank understands that the board has the right to claim the full amount with interest at 20% per annum from the date of demand by KSEBL without assigning any reason whatsoever to the Bank and the Bank hereby agrees that such demand made on the Bank shall be conclusive as regards the amount due and payable by the Bank under this guarantee. When such demands are made, the Bank agrees to make the payment without any demur.

That as to whether the occasion has arisen for the demand of the amount covered by the Bank Guarantee, the decision of the Chief Engineer /Deputy Chief Engineer, TransGrid, Shornur/Kalamassery, KSEB Ltd, shall be final and shall be accepted by the Bank without any reference to the Contractor.

That the guarantee contained shall remain in full force and effect during the period that would be taken for the performance of the contract and final settlement of account.

That this guarantee shall continue to be enforceable till all the dues under the terms of the contract have been fully paid or till the Chief Engineer /Deputy Chief Engineer, TransGrid, Shornur/Kalamassery certifies that the terms and conditions of the said contract have been fully and properly carried out by the Contractor and thereby discharge the guarantee.

That the Bank Guarantee shall be enforceable against the bank as a first charge and is not available to be appropriated by the Bank towards claims, if any, due to the Contractor.

That to give effect to the Guarantee the Chief Engineer /Deputy Chief Engineer, TransGrid, Shornur/Kalamassery, shall be at liberty to act as though the Bank were the principal debtors.

That the Guarantee shall not be avoided, released or affected by any variation in the terms of the said contract, any indulgence shown by the Chief Engineer /Deputy Chief Engineer, TransGrid, Shornur/Kalamassery,towards the Contractor, notice of which has been hereby waived.

That this Guarantee shall remain in full force and effect not withstanding any neglect or forbearance or delay in the enforcement of any of the terms of the contract.

And the Bank shall not revoke the guarantee during its currency except with the previous consent in writing of the Chief Engineer /Deputy Chief Engineer, TransGrid, Shornur/Kalamassery,

That this guarantee shall be in full for a period of.....years from.....and it will hold good for all demands made by the Chief Engineer /Deputy Chief Engineer, TransGrid, Shornur/Kalamassery, in the meanwhile (i.e. validity period is up to.....)

Notwithstanding anything contained herein

1. Our liability under this guarantee shall not exceed Rs.....
(Rupees..... only)

2. This Bank guarantee shall be valid up to

3. We are liable to pay the guaranteed amount or any part thereof under this guarantee only and only if you serve upon us a written claim or demand on or before (date of expiry of guarantee)

In witness where of

we..... the manager of the Bank (here enter full address of Bank) who is duly authorised in this behalf as per the rules of the Bank hereby set my hand and seal to this on this.....day of.....Two thousand and.....at.....

THE MANAGER

(Seal of the Bank)

In the presence of Witnesses

Name, Address and Signature

1.

2.