P.B. No. 6515, COBANK TOWERS, VIKAS BHAVAN P.O., PALAYAM THIRUVANANTHAPURAM, PIN-695 033

For details please visit website

www.etenders.kerala.gov.in

NOTICEINVITINGe-TENDER(NIT)

The Kerala State Co-operative Bank Ltd. invites competitive tender from the reputed firms for Exterior Waterproof Painting Works of CO-BANK Towers of Kerala Bank, Thiruvananthapuram as per the Specifications and requirements enclosed in the Tender documents.

Sl. No		Earnest Money Deposit (EMD)	Cost of Tender form (Tender Fee)	Online bid submission closing date & time	Date & time of opening of online tender bid
	Exterior Waterproof Painting Works of CO-BANK Towers of Kerala Bank, Thiruvananthapur am	1,00,000 /-	5000/- + GST = Rs. 5900	17/05/2024 3 pm	18/05/2024 3 pm

Date and Time of Submissions

The last date for submission of e-tendering will be at **3 pm** on 17/05/**2024.** Technical Bid will be opened at **3 pm on 18/05/2024.** Further details regarding the tender for the work can be had from Asset Management Department, KSCB Ltd (Ph;-0471-2547350) during working days. The Kerala State Co-operative Bank reserves to the right to accept or reject any or all tender without assigning any reason whatsoever.

sd/-

Tender Inviting Authority Kerala State Co-operative Bank Ltd.

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Schedule of Tender

Superscription	Tender No. KSCB/AMD/HOPAINT/2024-25 Dtd-02/05/2024 for Exterior Waterproof Painting Works of CO-BANK Towers of Kerala Bank, Thiruvananthapuram
Download of Tender	http://www.etenders.kerala.gov.in
Documents	
Availability of Tender	http://www.etenders.kerala.gov.in
Forms and EMD(Online)	
Pre Bid Meeting	Nil.
Due date and time of Receipt of tender (last date for submission of tender)	17/05/ 2024 at 3pm
Date and time for opening of Technical Bid	18/05/ 2024 at 3 pm
Date and time for opening of Financial Bid	After Analysing Technical Bid
Price of tender form	Rs. 5,000/- + 18% GST (Rs. 5,900/-)
EMDAmount	Rs.1,00,000/-
Address for Communication	The Chief Executive Officer, Kerala Sate Co-operative Bank Ltd Head Office, Thiruvananthapuram. Email-amd@keralabank.co.in Ph:-0471 2547218, 231, 331

Tender documents and tender schedule may be downloaded free of cost from the website http://www.etenders.kerala.gov.in. Bid submission fee shall be remitted online during the time of Bids submission.

All bid/tender documents are to be submitted online only and in the designated cover(s)/envelope(s) on the e-GP Website. Technical bid and financial bid shall be submitted in their respective designated online covers. Tenders/bids shall be accepted only through online mode on the e-tender, Govt of Kerala website and no manual submission of the same shall be entertained. Late tenders will not be accepted. More details on EMD & Cost of Tender documents/bid submission fee are mentioned tender document.

The technical bids shall be opened online at the Asset Management Department of KSCB Ltd., Thiruvananthapuram on 18/05/2024 at 3 pm in the presence of the

available bidder and their representatives with bank officials. If the opening date happens to be on a holiday or non-working day due to any other valid reason, the tender opening process will be done on the next working day at same time and place.

Online Tenders/bids are to be accompanied with a scanned copy preliminary agreement executed in Kerala stamp paper worth Rs.200/- Tenders/bids received online without the scanned copy of preliminary agreement will not be considered and shall be summarily rejected. Further details can be had from the office of the Asset Management Department, Head Office, KSCB Ltd, TVM, during working hours in phone number 0471 2547218, 231, 331

The hard copy of original preliminary agreement shall be submitted before the time fixed for tender opening.

All other existing conditions related to tender of Kerala PWD will be applicable in this tender also. The KSCB Ltd. will not be responsible for any error like missing of schedule data while downloading/uploading the bidder.

Sd/-

Kerala State Co-operative Bank Ltd.
Thiruvananthapuram

(for and on behalf of KSCB Ltd.)

Station: Thiruvananthapuram	Date:
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TENDER DOCUMENTS

Tender No.KSCB/AMD/HOPAINT/2024-25

Dtd-02/05/2024

Name of work: E-Tender for Exterior Waterproof Painting Works of CO-BANK Towers of Kerala Bank, Thiruvananthapuram.

1 Terms and Conditions for e-Procurement

This tender is and e-Tender and is being published online for Exterior Waterproof Painting Works of CO-BANK Towers of Kerala Bank, Thiruvananthapuram of KSCB Ltd. The tender is invited in two cover system 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 timeline 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 0471-2577088/188/388 or 0484-2336006, 2332262 or 0487-2764788, 2764188 or 0483-273294 or 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. <u>Downloading of tender document:</u> 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. <u>Publishing of Corrigendum:</u> All corrigendum shall be published on www.etenders.kerala.gov.in and shall not be available elsewhere.
- iii. <u>Bid submission:</u> Bidders have to submit their bids along with supporting documents to support their eligibility, 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.

- iv. <u>Opening of Technical Bid and Bidder short-listing:</u> The technical bids will be opened, evaluated and short-listed as per the eligibility and technical qualifications. All documents in support of technical qualifications shall be submitted (online). Failure to submit the documents online will attract disqualification. Bids short-listed by this process will be taken up for opening the financial bid.
- v. <u>Opening of Financial Bids:</u> Bids of the qualified bidder's shall only be considered for opening and evaluation of the financial bid on the date and time mentioned in critical date's section

C) Documents Comprising Bid: Two Cover

Qualification or Technical proposal shall contain the scanned copies of the following documents which every bidder has to upload.

- i) Scanned copy of the tender duly filled with signed and sealed in each page in as a token of acceptance of all tender conditions.
- ii) Technical details like Specifications of materials quoted, Brand of paint/coatings, mode of execution, time chart, warranty detailed etc.
- iii) Proof of remittance of tender form fee and EMD.
- iv) The financial bid in excel format (BOQ) and Financial Documents and its split up.
- v) Experience criteria evidence.

The Bidder shall complete the Price and (BOQ) in M/s Excel format as per format given for download along with this tender.

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. Unit rate should also be specified so as to quantify the additional works done.

D) Tender Document fees and Earnest Money Deposit (EMD)

The Bidder shall pay, a tender document fees of Rs. 5,000/- + 18% GST and Earnest Money Deposit or Bid Security of Rs. 1,00,000/-. The Bid security is required to protect the purchaser against risk of Bidder's conduct, which would warrant for the feature of security.

Online payment modes: The tender document fees and EMD can be paid ONLINE through e-payment facility provided by the e-Procurement system in etender kerala website.

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.

E) 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 and Financial bids 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 check "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.

2. General Conditions

The following general conditions of the contract shall be read in conjunction with the conditions of the contract. The following clauses shall be considered as extent and not limitation of the obligations of the contractor. The special conditions attached to the conditions also will form part of the conditions of the contract.

2.1. General Terms and Conditions of Tendering, Contract and Execution.

For this tender and subsequent contract, unless in consistent with or otherwise indicated by the context, the following terms shall have the meaning defined here under.

- 2.1.1 "Bank" shall mean The Kerala State Co-operative Bank Ltd. Thiruvananthapuram Head office or representative duly authorized to deal with matters regarding this work on his behalf
- 2.1.2 "<u>Tender</u>" shall mean tender notice, and all pertaining documents related to the tender.
- 2.1.3 "Contractor Or Tenderer Or Bidder" shall mean the individual or firm or company whose tender with or without later amendments has been accepted and in whom a letter of intent/ work order has been issued by the Bank.
- 2.1.4 "Contract or Tender or Bid" shall mean and include the tender notice/ invitation to tender, the tender and all pertaining documents, the letter of intent, the purchase/work order, the correspondence exchanged after receipt of tenders and before issue of the letter of intent, the drawing, technical specification and standards relating to the contract work and the formal agreement executed by the successful tenderer/vendor with the Kerala State Co-operative Bank.
- 2.1.5 "Work/Works" means and included all the works specified or set forth and

required in any, by the specifications drawing and other documents which form part of this contract or to be implied therefore or incidental there or to be here after specified or required in such further explanatory instructions, drawing etc. as shall from time to time during the progress of the work, be given by the bank.

2.2 DOCUMENTS COMPRISING BID:

- (a) The First Stage Part-I Pre- Qualification cum Technical Bid with Commercial terms without Price Bid. Technical proposal shall contain the scanned copies of the following documents which every bidder has to upload:
- Envelop -1 shall contain, Part-I (this document in PDF form)/ scanned copies of:
 - i. Part I of the tender documents downloaded (signed with office seal)
 - ii. Agency/Tenderer should submit all the documents of Minimum eligible criteria's in the Technical envelope Mentioned in Tender documents.
 - iii. Agreement in the prescribed format on Govt. of Kerala stamp paper worth Rs.200/-
 - iv. Copy of Registration Certificate of the bidder firm/ Govt. order of accredited agencies.
 - v. Copy of GST Certificate.
 - vi. Copy of PAN card of the authorized signatory/TAN
 - vii. Documents to prove the annual Turnover of the bidder along with a certificate from Chartered Accountant regarding net worth. (Capital + Reserves)
 - viii. Copy of the work orders and certification from the office regarding execution of the order, to prove the experience in executing similar orders, as specified.
- **(b)** The Second Stage (Financial Cover as per two cover system):

Envelop -2 shall contain the Price Schedule as per BOQ in Excel format for this tender to be downloaded from e-tender website, duly digitally signed by the tenderer/ authorized signatory of the tender.

The department doesn't take any responsibility for any technical snag or failure that has taken place during document upload. The Bidder shall complete the Price bid as per format given for download along with this tender.

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.

2.3. TENDER DOCUMENT FEES AND EARNEST MONEY DEPOSIT (EMD)

The Bidder shall pay the Earnest Money Deposit or Bid Security of Rs. 1,00,000/-. And Tender fee of Rs.5,900/-. The Bid security is required to protect the purchaser against risk of Bidder's conduct, which would warrant the forfeiture of security.

Online Payment modes: The tender EMD can be paid in through e-Payment facility provided by the e-Procurement system. Bidders can make payment only via Internet banking facility.

Internet Banking: If a bidder has an internet banking account, then, during the
online bid submission process, bidder shall select the appropriate option and
then select Internet banking option. The e-Procurement system will re-direct
the bidder to internet banking page where he can enter his internet banking
credentials and transfer the tender document fee and EMD amount.

Any transaction charges levied while using the online payment has been borne by the bidder. The supplier/Firms bid will be evaluated only if payment status against bidder is showing "Success" during bid opening.

2.4 **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 homepage.

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.

2.5 VALIDITY

The tender offer shall be kept valid for acceptance for a period of 6 months from the date of opening of offers. The offers with lower validity period are liable for rejection.

Further, the tenderer may extend the validity of the Bids without altering the substance and prices of their Bid for further periods, if so required.

2.6 DEVIATIONS

The offers of the Tenderers with Deviations in Commercial terms and Technical Terms of the Tender Document are liable for rejection.

Sd/-

Kerala State Co-operative Bank

1. General Terms and Conditions:

In support of fulfilling all the essential conditions mentioned the Firms shall submit the details, mentioning the name of work, tendered amount, gross value of work done, date of commencement as per agreement & actual date of completion as per agreement along with schedule of quantities executed and any penalty levied due to delay in executing the work. The tender documents can be made available for viewing only at website https://etenders.kerala.gov.in. Please note that tender documents are not transferable. Tender can be downloaded and bided from website address: https://etenders.kerala.gov.in

- 1. Tender documents are to be submitted in two parts. The First part shall consist of the technical Bid including the EMD and the documents in support of eligibility criteria. The second part shall contain the financial bid showing the detail schedule of work. Tenders complete in all respects, will be accepted through online up to 3.00 PM on 17/05/ 2024. The bid shall be opened at 3.00 PM on 18/05/2024. Please note, that bids submitted without EMD are summarily being rejected.
- The Earnest Money amounting to Rs. 1,00,000.00 (Rupees One Lakh only) as remitted online along with the tender documents in first part (Technical bid). Tender received without earnest money/ proper document fee will be invalid and rejected.
- 3. Kerala Bank does not bind himself to accept the lowest or any tender and reserves the right to accept the tender either in whole or in part of the tender and the tenderer shall be bound to perform the same at the rates quoted. The decision of the Officer shall be final in this regard.
- 4. Canvassing in connection with the tenders is prohibited and the tenders submitted by the Firms who resort to canvassing are liable for rejection.
- 5. The Bid shall remain valid for a minimum period of 6 months from the date of opening of the tender for the purpose of acceptance and award of work. Validity beyond 6 months from the date of opening shall be by mutual consent.
- 6. In case of any queries, necessary clarifications please be sought from the Asset Management Department of the Kerala State Co-operative Bank, ph: 0471-2547350. No claim whatsoever will be entertained in this regard for any alleged ignorance thereof.
- 7. Taxes as applicable will be deducted from every bill and also from the final

bill of the Firms at the rate prescribed by govt. from time to time.

- 8. The successful bidder will be required to inform the names, qualifications and experiences of the supervising staff to be deployed for execution of the work. In case of any changes occurring during the course of execution of the said work, the same shall also be intimated by the bidder to the Bank.
- 9. The Firms shall have to make arrangement of insurance for all his employees.

2. Price Escalation

The rates quoted shall be deemed to be free from escalation of any kind. The Bank shall not be accepted for any reason, whatsoever, price and tax escalations or any other item in respect of any material and or any category of labour during the whole period of operation of contract. The rates accepted by the contract agreement shall not be changed or any reason.

- 1. The tenderer should submit a statement along with his tender giving details of the tenderers previous experience of similar works of comparable nature, also the type and size organization owned by him.
- 2 The Bank does not bind himself to accept the lowest tender and reserves to himself the right to reject any or all the tenders received without assigning any reason whatsoever the Bank also retains the right to negotiate with any one or all the tenders after the opening of the tender and any of the terms of clauses of the tender. The work may be split up and awarder in part, if considered expedient.
- 3 The rate quoted by the tenderer shall include but not limited to all cost of labour, materials, supervision thereof, hire for all tools and implements, incidental charges, and cover the insurance, taxes, duties, delivery, loading and unloading, installation, commissioning at site etc.
- 4 The work shall confirm to general approval standards. The selection of materials shall also confirm to approve general standards. The tenderer shall specifically mention in the tender response the make/ manufacturer and model of the entire item supplied, items from reputed manufactures with ISI mark only are acceptable.
- 5 The work site shall always keep clean of unwanted materials, rubbish etc. and all necessary safety precautions for men & materials shall be taken by the contractor as per safety rules.

Safety Regulations Compliance: Contractor must comply with all relevant safety regulations, codes, and standards set forth by local, state/provincial, and national authorities.

Personal Protective Equipment (PPE): Contractor shall ensure usage of PPE by all people in work site as mentioned in Bank requirement document.

Safety Inspections and Audits: The contractor may be obligated to conduct regular safety inspections to identify potential hazards, assess risks, and implement corrective measures to maintain a safe working environment at site.

Contractor Liability and Indemnification: Contractors may be held liable for any injuries, damages, or losses resulting from safety violations or negligence, and may be required to indemnify the Bank against such claims.

Subcontractor Compliance: Main contractor shall extend safety obligations to subcontractors (If any), requiring the main contractor to ensure that all subcontractors also adhere to the safety requirements stipulated in the tender document.

Contract Termination: Failure to comply with safety regulations and contractual safety provisions may result in contract termination, financial penalties, or legal action.

The Contractor shall effect and maintain insurance against losses and claims arising from the death or injury to any person employed by the Contractor or any Subcontractor (wherever applicable) in such a manner that the Bank is indemnified under the policy of insurance. For Sub-contractor's employees (wherever applicable), such insurance may be effected by the Sub- contractor, but the Contractor shall be responsible for compliance with this Clause.

It shall be Contractor's exclusive responsibility to get approvals, permits or license required for the Contract.

6 Tenders which are incomplete in any respect shall be rejected.

3. Terms of Payment, Guarantee and Completion.

3.1 Payment

3.1.1 The payment shall be made as under:

95% payment of the completed works shall be paid after satisfactory completion and on recommendation by the Engineers/officers concerned of the Bank. Balance 5% of the payment will be paid after satisfaction completion of 2.5 years.

3.1.2. 50% advance of quoted value will be considered against bank guarantee or 50% advance of quoted value will be considered against 80% of work completed and recommendation of Regional Manager.

3.2 Guarantee

The contractor shall guarantee that their work executed (for Kerala Bank shall be free from any defect (regarding paint adhesion, peeling, blistering, or fading and other potential issues)_and that the performance and efficiency of the work shall not be less than the guaranteed values. The guarantee shall be valid for a minimum period of 10 years from the date of completion. Any defects identified during the guarantee period

shall be rectified / replaced by the contractor free of cost to the Bank. The prompt service of the contractor for such works shall be make available free of cost to the Bank.

3.3 Completion time.

3.3.1 The work covered by the contract shall be commenced and executed in accordance with the schedule within 75 days from the date of award of work.

3.3.2 Extension of Time

If the contractor shall desire extension of the time for completion of the work on the grounds of his having been unavoidably hindered in its execution or on any other grounds, he shall apply in writing to the Bank who reserves the right to decide on the matter.

4. Inspection and testing

Assistant Engineer/ Engineer or authorized representative shall have all powers to inspect any portion of the work, examine the materials and workmanship at the contractor's work at any stage.

The Works as completed by the Contractor shall be wholly in accordance with the Bank's Requirements and fit for the purposes for which they are intended, as defined in the Contract. The Works shall include any work which is necessary to satisfy the Bank's Requirements, the Contractor's Proposal and Schedules, or is implied by the Contract, or arises from any obligation of the Contractor, and all works not mentioned in the Contract but which may be inferred to be necessary for stability, or completion, aesthetics, or the safe, reliable and efficient operation of the Works.

5. Bye-Laws

The Contractor shall comply with Bye-laws and regulations of local and statutory authorities having jurisdiction over the work and shall be responsible for payment of all necessary notices and keep the Bank informed of the said compliance with Bye-laws, payment made, notices issued and received.

6. Cancellation of contract and alternative arrangement for effecting the supply/executing the work.

In case of the failure of the contractor to keep up to the executing and delivery schedules and if in spite of written notice given to him by the Bank he falls to improve his rate of performance of work within reasonable period there after (one week) the Bank can terminate the contract immediately without any legal notice and thereafter the Bank shall have every right to get the work completed through other agency/agencies at the risk and cost of the contractor. Further any loss or extra cost in this regard will be deducted from any amount due to the contractor.

7. Arbitration

Arbitration shall not be a means of settlement or disputes or claims arising out of this contract relating to the work. In case of any dispute or difference between the parties of the contract, either during or after the completion of the work or after termination or branch of contract, or as to the interpretation of the provisions of the contract or as to any matter of thing arising there under except as to any matter left to the discretion of the bank under the clauses of the contract, such dispute or difference shall be referred to the arbitrator.

Any disputes which may arise between contractor and the bank under this agreement shall be referred to arbitration as per arbitration clause as contemplated under the Kerala Co-operative Societies Act 1969. Also decision and award of the arbitrator shall be final and have binding on the contractor and the bank.

8. EXTRA ITEMS AND ADDITIONS

8.1. Power to make alternations:

The Bank shall have the power to make in writing any alterations, omissions, additions or substitutions for original specifications, drawings, designs, patterns and instructions that May appear to him, necessary or advisable during the progress of the work and the contractor shall bound to carry out the work in accordance with any instructions which may be given to him by the Bank or representative. Such omissions, additions alterations or substitutions shall not invalidate the contract. Any altered, additional or substituted work, which the contractor May be directed to do in the manner specified above as part of the work shall be carried out by the contractor on the same conditions in all respect on which the main work was agreed to be done. Addition to existing items and quantities will not constitute an extra item. The agreed rates for all item shall remain unchanged till the completion of the contract.

8.1.1 No alternations, omissions, amendments, additions, substitutions or deviations of the work under the contract as shown by the contract, drawings of the specifications shall be made by the contractor except as directed in writing by the Bank.

The contractor shall undertake all necessary steps to coordinate with relevant governmental bodies, local authorities, utility providers, and any other agencies involved in the project as required for successful completion of the project.

The Contractor shall not impede and shall afford all necessary facilities, access and/or services to the Bank Officials, Designated Contractors, utility undertakings, other relevant authorities and other contractors (whether employed by the Bank or not) who are carrying out on, or in the vicinity of, the Site, works not included in the Contract but required for the Bank

8.1.2 Rates for additional items.

- a) The rates for additional, altered or substituted work if directly available in the contract for the work, the contractor shall be bound to carry out the work at the same rate as are available in the contract for the work.
- b) If the rates for the additional, altered or substituted work are not directly available in the contract for the work, the rates for a similar class of work as specified in the contract shall be worked out and agreed mutually.
- c) In the absence of any agreed rate or similar item in the contract, the rate for the extra item of work shall be mutually agreed based in the evaluation of cost and other charges, if ascertained from the PWD schedule of rates or local market rate.

8.1.3 Accurate Setting Out

The Contractor shall be responsible for

- (a) the accurate setting out of the Works in relation to the original points, lines and levels of reference for completeness of work
- (b) the correctness of position, levels, dimensions and alignments of all parts of the Works
- (c) the provisions of all necessary instruments, equipment, apparatus and labour in connection with the foregoing responsibilities
- (d) Carefully protecting and preserving all bench marks, sight rails, pegs and other things used in setting out the Works

The checking of any setting-out or of any line or level by the Bank shall not in any way relieve the Contractor of his responsibility for the accuracy or correctness thereof and the Contractor shall carefully protect and preserve all bench-marks, sight-rails, pegs and other things used in setting out the Works.

9. SITE INSPECTION

Before submission of offer, the bidders are advised to inspect the site of work and the environments and be well acquainted with the actual working and other prevalent conditions, facilities available, position of material and labour, means of transport and access to Site, our office area and working hours etc. No claim will be entertained later on the grounds of lack of knowledge of any of these conditions.

10. SCOPE OF WORK

10.1. Detailed works required for the project was mentioned in the BOQ (Bill of Quantities)

10.2 Liquidated damages

If the contractor does not complete the work order this as per specifications and time schedule for reasons entirely attributable to the contractor, penalty will be imposed by KSCB Ltd at the rate of 1% (one percentage) of the total cost for each week delay subject to a maximum of 5%(five percentage) of the total cost. After KSCB Ltd will have the rights to cancel the order if delay exceeds three months.

The scope of work shall also include all civil works associated with erection of the equipment and making good and painting the civil works as required. The Contractor shall include for the supply of entire materials in accordance with the specification and the whole of the work and fixing necessary for the complete installation as set down in his specification and with the accompanying schedule.

11. TECHNICAL SPECIFICATIONS

11.1. General

KSCB LTD requires that all goods and materials to be used in the works are new, unused, or the most recent or current models and incorporate all recent improvements in design and material. Only the KSCB's requirements and design brief are specified in the following section. These are not restrictive. The Bidder shall carry out, and be responsible for, the design of the Works. The bidder is required to examine and check the specifications and requirements included in the Bid documents to confirm their correctness in its bid and to assume full responsibility for them. The contractor has to draft, the technical specification standards for goods, materials and workmanship with recognized codes and standards.

The intent of the Technical Specification and requirement is to ensure that the equipment's and the work shall fully comply with and conform to the relevant Bureau of Indian Standard Specifications, Standard Building codes of practice, Indian Electricity Act, Indian Electricity Rules and other Statutory Regulations, and other standards as may be applicable and to the best available standards of engineering, design workmanship. The equipment and work shall perform in manner acceptable to KSCB Ltd who shall interpret meaning of the applicable Specifications/ Codes and shall have the right to reject any equipment of work, whichin their assessment, is not complete to meet the standard/Code.

12. DOCUMENTS TO BE SUBMITED ONLINE AND SPECIAL TERMS AND CONDITION for Evaluating Technical Eligibility of the Bidder.

Bidder May go through the below mentioned terms and condition and submit the same via. Technical bid of the project.

The Bidder,1. Should be well experienced in similar work execution in high rise buildings and proof of the work to be enclosed as part of experience.

- 2. Should have capability of executing all items mentioned in the scope of works.
- 3. submit Work Order copy of

- a. One project from last 3 years of value not less than 40 lakhs for exterior painting awarded to contractor
- b. Two projects from last 3 years of value not less than 30 lakhs for exterior painting awarded to contractor.
- c. Three projects from last 3 years of value not less than 20 lakhs for exterior painting awarded to contractor.

'a' or 'b' or 'c' shall be submitted along with the tender documents.

4. submit Performance Certificate not earlier <u>than 5 years</u> from Central Govt./state Govt./PSU's/Banks for value 20 lakhs or above need to be submitted along with tender

<u>Water, electricity</u>, accommodation, labour and <u>storage</u> of materials shall be arranged by vendor and the cost for the same need to be factored in the quotation.

In case the rates quoted is found to be very low than the estimated amount, the bank reserves right to submit additional security deposit by vendor.

There shall be regular inspection and checking for quality of material and workmanship.

Sample of all materials to be approved by Bank

If during inspection any material/ workmanship is found deviating from quality standards, vendor shall be liable to redo the entire work at their own cost up to the satisfaction of Bank.

The project shall be completed within 75 days from date of issue of PO.

Late delivery charges of 1% per week shall be applicable after 75 days and in case project is late beyond control bank reserves right to cancel the work order and assign the work to another vendor.

Bank reserves right to add or subtract the scope of work during execution.

Sd/-

The Kerala State Co-operative Bank

PRELIMINARY AGREEMENT

(to be executed on stamp per Rs.200/-)

Preliminary	Agreement	entered	into	on	this			
da	ay of						T	WC
Thousand and Twenty	Four betwee	n Genera	l Mana	ager	(GAD	, AMD,	LAW) for and	on
behalf of the Kerala St	ate Co-opera	tive Bank	Ltd. (here	in afte	er called	d for the Bank) of
the one part and Sri								
(here enter full name a								
other part for the exec	ution of the a	greement	as w	ell as	for th	ne exec	ution of the w	ork
for the Exterior Water	proof Paintin	g Works	of CO	-BAN	NK To	wers B	uilding of Ker	ala
Bank at Palayam, Thir	uvananthapu	ram					J	
•	•							
Whereas the Bank inv	ited tenders f	or the wor	k of a	s				
							(here er	nter
name of the work) by I	Notification N	O						
dtd	in the							
And whereas para of the	he Notice invi	iting tende	ers sta	ited a	as follo	ows.		

Before commencing work or within a week after the date when the award of the tender has been intimated to him, the bidder shall deposit a sum sufficient to make up to the balance of 5 percent of the probable value of contract which together with the amount of earnest money deposited shall be treated as security for the fulfillment of the same and shall execute an agreement for the work in the specified form. If he fails to do this or in the case of contract maintain a specified rate of progress (to specified in each case the tender schedule) the earnest money and security deposit shall be forfeited and fresh tenders shall be called for or the matter otherwise disposed off. If as a result of such measures due to the default of the bidder to pay the requisite deposit, sign contract or take place possession of the work, any loss to Bank due to the same will be recovered from him as areas of revenue, but should it be a saving to Bank. The original bidder shall have no claim whatever to the difference. Recoveries on this or any other account will be made from the sum that May be due to the bidder on this or any or other subsisting contracts or under the Revenue Recovery act otherwise the Bank may decide.

NOW THEREFORE IN THE PRESENCE OF WITNESS it is mutually agreed as follows.

The terms and conditions for the said contract having been stipulated in the said tender form to which the bidder has agreed a copy of which is here to be appended which forms the part of this agreement, it is agreed that the terms and conditions stipulated therein shall bind the parties to this agreement except to the extent to

which they are abrogated or altered by express terms and conditions herein agreed to and in which respect the express provisions herein shall supersede those of said tender form.

The bidder hereby agreed and under take to perform and fulfil all the operations and obligations connected with the execution of the said contract work "Exterior Waterproof Painting Works of CO-BANK Towers Building of Kerala Bank at Palayam, Thiruvananthapuram" (Hereinafter the name of the work) if awarded in favour of the bidder.

If the bidder does not come forward and to execute the original agreement after the said work is awarded and selection notice issued in his favour or commits breach of any of the conditions of the contract as stipulated in clause of the notice inviting tenders as quoted above, within the period stipulated then the Bank May re-arrange the work otherwise or get it done directly at the risk and the cost of the bidder and the loss so sustained by the bank can be realized from the bidder under the Revenue Recovery Act as if arrears of land revenue as assessed quantified and fixed by and adjudicating authority consisting of the bank, Assistant Engineer or any other officer or officers authorized by Bank in behalf, taking into consideration the prevailing PWD rates and after giving due notice to the bidder. The decision taken by such authority officer or officers shall be final and conclusive and shall be binding on the bidder.

The Bidder further agrees that any amount found due to the Bank under or by virtue of this agreement shall be recoverable from the bidder from his EMD and his properties movable and immovable as arrears of Land Revenue under the provision of the Revenue Recovery Act for the time being in force or in any other manner as the Bank deem fit in this regard.

The Bidder further assures that it is clearly understood that the settlement of claims either by part bills or by final bills will be made with the officer in charge of the work under the respective heads of account in which the work is sanctioned and arranged and also subject to the seniority of such bills. No claims for interest or for damages whatsoever shall be made for the related settlement of claims of bills.

N WITNESS THERE OF Sri
here enter the name of the Director of the Bank/Authorised officer of the Bank) for or behalf of the Kerala State Co-operative Bank Ltd. and
he bidder have set their hand on the day and year first above written
Signed by (Sri (officer/officers of the Bank)

In the presence of witness:			
1			
2			
Signed and delivered by presence of	 (bidder)	in	the
1			
2			

TENDER ACCEPTANCE LETTER (To be given on Company Letter Head)

_	Date:
To,	
Sub: Acceptance	e of Terms & Conditions of Tender
Tender Reference No:	<u></u>
Name of Tender/Work:-	
DearSir,	
	ownloaded/obtained the tender document(s) for the above fork' from the web site(s) namely: as per your advertisement entioned website(s).
of the tender docume like Tender docume	certify that I / we have read the entire terms and conditions ents from Page Noto(including all documents ent(s), BOQ(s), etc.), which form part of the contract /we shall abide here by the terms/conditions/clauses
•	dum(s) issued from time to time by your department we also been taken into consideration, while submitting this
-	unconditionally accept the tender conditions of above cument(s)/corrigendum(s) in its totality/entirety.
	by declare that our Firm has not been blacklisted/debarred ment/Public Sector undertaking.
and in the event that violated, then your dreason therefore or	nat all information furnished by our Firm is true & correct the information is found to be incorrect / untrue or found department / organization shall without giving any notice of summarily reject the bid or terminate the contract, without ther rights or remedy including the forfeiture of the full said posit absolutely.
Yours Faithfully,	
(Signature of the Riv	dder with Official Seal)

Bidder's Profile

1	Name of the Bidder/Firm	
2	Name & Designation of the person submitting the Tender	
3	Address of the Firm	
4	Mobile & Land Line Nos.	
5	Registration & incorporation particle (Please attach attested copies of document the competent authority as required under the competent authority and action and action authority are required to the competent authority and action action and action authority are required to the competent authority and action a	s of registration/incorporation of the firm with
6	Name of Proprietor/Partners/Directors	
7	Bidder's Bank Name and Account Numbers	
8	Permanent Income Tax No. & Income Tax Circle (Please attach a copy of PAN Card/valid NO Certificate)	
9	GST Registration No. (Please attach a copy of Registration Certificate)	

I/We hereby declare that the information furnished above is true and correct.

Place: Signature of Bidder/Authorized Signatory
Date: Name of the Bidder