

TENDER

Containing General Conditions and Schedule for the supply of one numbers of 5 KVA Online UPS on buy back basis (1 no of old ups with batteries)

Name of Tenderer :

Address:

Signature of Tenderer:



FORM OF TENDER

From

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To

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Sir,

I/We hereby tender to supply, under the annexed general conditions of contract, the whole of the articles referred to and described in the attached specification and schedule, or any portion thereof, as may be decided by the University of Kerala, Thiruvananthapuram at the rates quoted against each item. The articles will be delivered within the time and at the places specified in the schedule. *I/We am/are remitting/have separately remitted the required amount of Rs..... as earnest money.

Yours faithfully

(Signature).....

(Address).....

Date :.....

* To be scored in cases where no earnest money deposit is furnished.

Important: This tender form may be printed on A4 size paper. Editing of the pre-printed text in the tender form in any way other than as indicated (like ticking, filling in with ink/typing, scoring off inapplicable material etc.) will render the tender form invalid and liable for rejection.



GENERAL CONDITIONS

Sealed tenders are invited for the supply of the one numbers of **5 KVA Online UPS on buy back basis (1 no of old ups with batteries)** for use in the Finance III and Pension Sections of the University as specified in schedule attached below.

1. The tenders should be addressed to the Registrar, University of Kerala in a sealed cover with the tender number and name – “Tender for the supply of the one number of **5 KVA Online UPS on buy back basis (1 no of old ups with batteries)** for use in the Finance III and Pension Section ” duly superscribed on the cover.

2. Tenders which are not in the prescribed form are liable to be rejected and the cost of tender forms once paid will not be refunded.

3. Intending tenderers should send their tenders so as to reach the officer mentioned in the tender notification, on or before the due date and time noted therein. No tender received after the specified date and time will be accepted on any account. The rates will be considered firm for acceptance till the date mentioned therein. Tenders not stipulating period of firmness and tenders with price variation clause and/or ‘subject to prior sale’ condition are liable to be rejected.

4. a. Every tenderer who has not registered his name with the State Government (Stores Purchase Department), should send along with his tender, an earnest money of Rs.1500/-. The amount may be paid in the form of Demand Draft drawn in favour of the Finance Officer, University of Kerala, Thiruvananthapuram. Cheques will not be accepted. The earnest money of unsuccessful tenderers will be returned as soon as possible after the tenders are settled.

b. Tenderers whose names are registered with Government (Stores Purchase Department) are generally exempted from furnishing earnest money for such articles for which they have registered their names. If they tender for stores other than those for which they have registered their names, they will have to furnish earnest money as in the case of unregistered firms. Registered firms will have to quote invariably in every tender they submit, the registration number assigned to them by the Stores Purchase Department. Attested copy of registration certificate may be enclosed with the tender for reference.

c. Small Scale Industries and Cottage Industries within the Kerala state, which are certified as such by the Director of Industries and Commerce or by the Regional Joint Director of Industries and Commerce will be exempted from furnishing earned money against tenders for supply of stores manufactured by them.

5. The tenders will be opened on the appointed day and time in the office of the Registrar, in the presence of such of those tenderers or their nominees who may be present at that time.

6. If any tenderer withdraws from his tender before the expiry of the period fixed for keeping the rates firm for acceptance, the earnest money, if any deposited by him will be forfeited to University of Kerala or such action taken against him as the University think fit.

7. The final acceptance of the tender rests entirely with the University who do not bind themselves to accept the lowest or any tender. But the tenderers on their part should be prepared to carry out such portion of the supplies included in their tender as may be allotted to them.



8. Payment will be made only after the supply and installation and taken to stock.

9. In the case of materials of technical nature, the successful tenderer should be prepared to guarantee satisfactory performance for a definite period under a definite penalty.

10. Communication of acceptance of the tender normally constitutes a concluded contract. Nevertheless, the successful tenderer shall also execute an agreement for the due fulfilment of the contract within the period specified in the letter of acceptance. The contractor shall have to pay all stamp duty/lawyer's charges and other expenses incidental to the execution of the agreement. Failure to execute the agreement within the period specified will entail the penalties set out in Para 11 below.

11.a) The successful tenderer shall, before signing the agreement, and within the period specified in the letter of acceptance of this tender, deposit a sum equivalent to 5 percent of the value of the contract as security for the satisfactory fulfilment of the contract less the amount of money deposited by him along with his tender. The amount of security may be deposited in the manner prescribed in Clause 4 supra or in fixed Deposit Receipt of State Bank of India, endorsed in favour of the Registrar. Letter of guarantee in the prescribed form for the amount of security from an approved Bank will also be considered enough at the discretion of the University. If the successful tenderer fails to deposit the security and execute the agreement as stated above, the earnest money deposited by him will be forfeited to the University, and the contract arranged elsewhere at the defaulter's risk and any loss incurred by the University on account of the purchase will be recovered from the defaulter who will, however not be entitled to any gain accruing thereby. If the defaulting firm is a registered firm, their registration is liable to be cancelled.

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

c) 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.

12. 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 University and the contractor, the University 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 to any time from the University to the contractor. In all cases where there are guarantee for the goods supplied, the security deposit will be released only after the expiry of the guarantee period.

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

14.. Any attempt on the part of the tenderers or their agents to influence the University in their favour by personal canvassing with the officers concerned will disqualify the tenderers.



15. The price quoted should be inclusive of all taxes, duties, cesses, etc., which are or may become payable by the contractor under existing or future laws or rules of the country of origin/supply or delivery during the course of execution of the contract

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

17. Any sum of money due and payable to the contractor (including security deposit returnable to him) under the contract may be appropriated by the Registrar or the University or any other person authorized by the University and set off against any claim of the Registrar or the University for the payment of a sum of money arising out of or under any other contract made by the contractor with the Registrar or the University or any other person authorized by the University. Any sum of money due and payable to the successful tenderer or contractor from the University shall be adjusted against any sum of money due to the University from him under any other contracts.

18. The tenderer shall undertake to supply materials according to the standard sample and/ or specifications

SCHEDULE OF MATERIAL

Sl. No.	Item Name & Technical Specification	Qty	Unit (₹) (Incl. GST)	Total Amount (₹) (Incl. GST)	Buyback amount of 1 ups with batteries	Final amount after deducting buyback price
1.	Rating in KVA : 5.0KVA Single phase Online UPS Technology : IGBT- PWM with inbuilt isolation Transformer. Input Power : Single phase 160V-260V pure sinewave 50Hz. Output Power : Single phase 230V+/-1% pure sine wave 50Hz. Battery type : SMF (12V/65Ah -10 no with inter connecting cables. Rack for stacking.) Backup time : One Hour full load. Output power facto : 0.8 or better Overall Efficiency : >90% Bypass : Static Display : LCD Protection : Overload, Surge, input fault, short circuit and charging current protection Operation temp. : 0 to 500 C Warranty : 3 years for UPS & 2 years for Battery					

Rate quoted should be inclusive of all charges such as packing, forwarding, freight, loading/unloading/handling or installation charges and Government duties leviable, if any.



Period within which goods should be delivered: As per the Delivery Schedule in the Purchase Order. Other special conditions: Defective items, if any, supplied should be rectified/replaced to the satisfaction of the University by the suppliers at their own cost.

