

KERALA INSTITUTE OF LOCAL ADMINISTRATION (KILA)  
MULAMKUNNATHUKAVU P.O., THRISSUR-680 581

T E N D E R

Containing General conditions of Contract and Schedule for the  
SUPPLY OF 5 KVA ONLINE UPS TO KILA-CENTRE FOR ORGANIC FARMING  
AND WASTE MANAGEMENT( E.T.C), KARIMBAM P.O., THALIPARAMBA, PIN-  
670 142

Issued to	:	
Issued on	:	
Last date and time for the receipt of tender	:	27.12.2018 3.00 PM

(To be filled in by the Tenderer)

Name and Address of  
tenderer (in full) :

EMD amount :

DD No. and date :

Submitted on :

Signature of Tenderer

(P.T.O)



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Approved by F & A Officer on 18/12/2018 10:34:55

<http://www.kila.ac.in>  
UdRWC-NsH-ocjFH-pkmrN



KILA, Mulankunnathukavu, Thrissur



K.F.C. FORM 14  
(See Chapter VII, Article 143)

FORM OF TENDER

Sir,

I/We hereby tender to supply, under the annexed general and special 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 KILA 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 .....

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

(P.T.O)



## GENERAL CONDITIONS

Sealed tenders are invited for the supply of “5 KVA Online UPS to KILA - Centre for Organic Farming and Waste Management, E.T.C., Karimbam P.O, Thaliparamba, Pin- 670 142” as specified in the schedule below/attached:-

### General Conditions:

1. The tenders should be addressed to the Director, Kerala Institute of Local Administration, Mulamkunnathukavu, Thrissur, Pin-680581 in a sealed cover with the tender number and name as mentioned in the special condition shown below duly super-scribed on the cover.
2. The tenders should be in the prescribed form which can be obtained from the officer mentioned below on payment of the price which is also noted below. The cost of tender forms once paid will not be refunded. Tenders which are not in the prescribed form are liable to be rejected. The rates quoted should be only in Indian currency. Tenders in any other currency are liable to rejection.
3. Intending tenderers should send their tender so as to reach the officer mentioned below, on due date and time (noted below). 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 tenders are processed. Tenders with price variation clause and/or 'subject to prior sale' conditions 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 2.5 per cent of the total cost of the articles tendered. The amount may be paid by demand drafts (crossed) drawn in favour of Director, KILA, Thrissur payable at Thrissur. Cheques will not be accepted. The earnest money of the unsuccessful tenderers will be returned as soon as possible after the tenders are settled; but that of the successful tenderers will be adjusted towards the security that will have to be deposited for the satisfactory fulfillment of the contract. No interest will be paid for the earnest money deposited.  
  
(b) Tenderers whose names are registered with Government (Store Purchase Department) are generally exempted from furnishing earnest money for such articles or 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.  
  
(c) (i) Small Scale Industries and Cottage Industries and Industrial Co-operative within the State which are certified as such by the Director of Industries and Commerce or by the Regional Joint Directors of Industries and Commerce will be exempted from furnishing earnest money deposits in support of tenders submitted by them to Government Departments. The Khadi and Village Industries Co-operative Societies and the institutions registered under the literary, Scientific and Charitable Societies Act and financed by the Kerala Khadi and Village Industries Board within the State which are certified as such by the Secretary, Kerala Khadi and Village Industries Board will be exempted from furnishing earnest money deposits in support of tenders.



(ii) Small Scale Industries, Cottage Industries and Industrial Co-operatives within the State which have been registered as such with the Industries Department (Department under the control of the Director of Industries and Commerce) on furnishing proof of such registration will be exempted from furnishing security deposits against contracts for supply of stores manufactured by them provided that an officer of and above the rank of Deputy Director of Industries and Commerce having jurisdiction over the area also certifies to the soundness, and reliability of the concerns to undertake the contracts. The Khadi and Village Industries Co-operative Societies within the State which have been registered as such with the Kerala Khadi and Village Industries Board and the Institutions registered under the Literary, Scientific and Charitable Societies Act and which are financed by the Board within the State on furnishing proof of such registration will be exempted from furnishing security deposits against contracts for supply of stores manufactured by them provided that the Secretary, Kerala Khadi and Village Industries Board also certifies to the soundness and reliability of the concerns to undertake the contracts.

(d) In the matter of purchase of stores Small Scale Industrial Units sponsored by the national Small Industries Corporation Ltd. New Delhi and in respect of which competency certificates are issued by the Corporation will be exempted from payment of earnest money deposits and security deposits.

(e) The exemption stipulated in clause (b) and (c) above will not however, apply to tenders for the supply of raw Materials, or dietary articles or supply of stores on rate or running contract basis.

5. The tenders will be opened on the appointed day and time in the office of the undersigned, 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 or such action taken against him as think fit.
7. Tenderers shall invariably specify in their tenders the delivery conditions including the time required for the supply of articles tendered for.
8. (a) The tenderer shall clearly specify whether the articles offered bear Indian Standards Institution Certification Mark or not. In such cases, they shall produce copies of certification mark along with their tender in support of it.  
  
(b) Tenderers shall clearly specify whether the goods are offered from indigenous sources, from imported stocks in India or from foreign sources to be imported under a license. KILA reserve the right to reject offers for import of goods if the import trade control policy in force at the time of award of the contract prohibits or restricts such imports.
9. The final acceptance of the tender rests entirely with the KILA 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 tenders as may be allotted to them.
10. 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.



11. Communication of acceptance of the tender normally constitutes a concluded contract. Nevertheless, the successful tenderer shall also execute an agreement for the due fulfillment of the contract within the period to be 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 12 below.
12. (a) The successful tenderer shall, before signing the agreement and within the period specified in the letter of acceptance of his tender, deposit a sum equivalent to 5 per cent of the value of the contract as security for the satisfactory fulfillment 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. Letters of guarantee in the prescribed form for the amount of security from an approved Bank will also be considered enough at the discretion of KILA. 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 KILA, and the contract arranged elsewhere at the defaulter's risk and any loss incurred by KILA 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 canceled.
  - (b) 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 or from the next higher tenderer who had offered to supply already and the loss, if any, caused to the KILA shall thereby together with such sums as may be fixed by the Director, KILA towards damages be recovered from the defaulting tenderer.
  - (c) Even in cases where no alternate purchase 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.
13. 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 KILA and the contractor the Director, 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 sum which may be due at any time from KILA to the contractor. In all cases where there is guarantee/warranty for the goods supplied the security deposit will be released only after the expiry of the guarantee/warranty period and subject to the special condition No.10.
14. (a) All payments to the contractors will be made by the Director in due course by cheques or drafts through Bank or District Treasury, Thrissur.
  - (b) All incidental expenses incurred by the KILA for making payments outside the District in which the claim arises shall be borne by the contractor.
15. The tenderers shall quote also the percentage of rebate (discount) offered by them in case the payment is made promptly within fifteen days/within one month of taking delivery of stores.



16. The Contractor shall not assign or make over the contract or the benefits or burdens thereof to any other person or body corporate. The contractor shall not under let or sublet to any person or persons or body to corporate the execution of the contract or any part thereof without the consent in writing of the Purchasing Officer who shall have absolute power to refuse such consent or to rescind such consent (if given) at any time if he is 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 sub-contractor 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.

17. (a) 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, 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 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 Director to the Contractor be determined and the Director, KILA may complete the contract in such time and manner and by such persons as the Director shall think fit. But such determination of the contract shall be without any prejudice to any right or remedy of the KILA against the contractor or his sureties in respect of any breach of contract therefore committed by the contractor. All expenses and damages caused to by any breach of contract by the contractor shall be paid by the contractor to KILA and may be recovered from him under the provisions of the Revenue Recovery Act in force in the State.

(b) The persons/contractors submitting tenders should produce a solvency certificate, clearly indicating to what extent they are solvent from the Tahsildar of the Taluk where they reside, along with their tenders.

Note:- The solvency certificate referred to above will apply only in the case of supply of the following articles, viz., dietary articles, fuels, raw materials like roots, creepers, flowers etc., and provisions to hospitals and hostels sundry articles, etc.

18. (a) In case the contractor fails to supply and deliver any of the said articles and things, 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 herein contained, and in his part to be observed and performed, then and in any such case, it shall be lawful for Director (if they shall think fit to do so) to arrange for the purchase of the said articles and things from elsewhere or on behalf of the KILA by an order in writing under the hand of the Purchasing Officer put an end to this contract and in case the KILA shall have incurred, sustained or been put to any costs, damages or expenses by reason of such purchase or by reason of this contract having been so put an end to or in case any difference in price, compensation, loss, costs, damages, expenses or other moneys shall then or any time during the continuance of this contract be payable by the contractor to the KILA under and by virtue of this contract, it shall be lawful for the KILA from and out of any moneys for the time being payable or owing to the contractor from the KILA under or by virtue of this contract or otherwise, to pay and reimburse to the KILA all such costs, damages and expenses they may have sustained, incurred or been put to by reason of the purchase made elsewhere or 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 money's as shall for the time being the payable by the contractor aforesaid.

(b) 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 Director, KILA voluntarily resides.

19. Any sum of money due and payable to the contractor (including security deposit returnable to him) under this contract may be appropriated by the purchasing officer or any other person authorized by KILA and set off against any claim of the Purchasing Officer, KILA for the payment of a sum of money arising out of or under any other contract made by the contractor with KILA or any other person authorized by Director, KILA. Any sum of money due and payable to the successful tenderer or contractor from KILA shall be adjusted against any sum of money due to KILA from him under any other contracts.
20. 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 so addressed and posted would reach his place of abode or business.
21. The tenderer shall undertake to supply materials according to the standard sample and/or specifications.
22. No representation for enhancement of rates once accepted will be considered.
23. Any attempt on the part of the tenderers or their agents to influence the Director, KILA in their favour by personal canvassing with the Officers concerned will disqualify the tenderers.
24. Tenderers should be prepared to accept orders subject to the penalty clause for forfeiture of security in the event of default in supplies or failure to supply within the stipulated period.
25. Telegraphic quotations will not be considered unless they give details of prices and are immediately followed by confirmation with full relevant details posted before the due date of the tender.
26. The prices quoted should be inclusive of all taxes, duties, cesses, etc., which are or may become payable by the contractor under existing or future law or rules of the country of origin supply or delivery during the course of execution of the contract.
27. The tenderer will invariably furnish the following certificate along with their bills for payment:-

"Certified that the Goods on which the Goods and Services Tax has been charged have not been exempted under the Central Goods and Services Tax Act or the State Goods and Services Tax Act or the Rules made there under and the charges on account of Goods and Services Tax on these goods are correct under the provisions of the relevant Act or the rules made there under.

Certified further that we (or our Branch or Agent).



(Address)

are registered as dealers in the State (State code) of .....  
under GSTIN, No..... for purposes of Goods and Services Tax".

(Authorized signature with seal)

28. Special conditions, if any, of the tenderers attached with the tender will not be applicable to the contract with the tender unless they are expressly accepted in writing by the purchaser.
29. The tenderer should send along with his tender an agreement executed and signed in Kerala stamp paper of value Rs.200 purchased in the Kerala State. A specimen form of agreement is given as annexure to this tender. Tenders without the agreement in stamped paper will be rejected outright. But in deserving cases where agreement has not been received, the Purchasing Officer may exercise his discretion and call upon such tenderer to execute the agreement within a period of ten days from the date of issue of such intimation, if the Purchasing Officer is satisfied that the omission to forward the agreement along with the tender was due to causes beyond the control of the tenderer and was not due to any negligence on his part. Agreement received from a tenderer after the above time limits will not be considered.





## ANNEXURE Agreement

Articles of Agreement executed on this the ..... day of .....two thousand ..... Between the Director, KILA (hereinafter referred to as the Director of the one part and Shri..... (H.E. name and address of the tenderer) (hereinafter referred to as "the bounden") of the other part.

Whereas in response to the notification No. ....dated ..... the bounden has submitted to the Director a tender for the ..... specified therein subject to the terms and conditions contained in the said tender;

Whereas the bounden has also deposited with the Director a sum of Rs. equivalent to 2.5% of total cost of items as earnest money for execution of an agreement undertaking the due fulfillment of the contract in case his tender is accepted by the Director.

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

1. In case the tender submitted by the bounden is accepted by the Director and the Contract for ..... is awarded to the bounden, the bounden shall within ..... days of acceptance of his tender execute an agreement with the Director incorporating all the terms and conditions under which the Director accepts his tender.

2. In case the bounden fails to execute the agreement as aforesaid incorporating the terms and conditions governing the contract the Director shall have power and authority to recover from the bounden any loss damage caused to the KILA by such breach as may be determined by the Director by appropriating the earnest money deposited by the bounden and if the earnest money is found to be inadequate the deficit amount may be recovered from the bounden and his properties movable and immovable in the manner hereinafter contained.

3. All sums found due to the KILA under or 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 though such sums are arrears of land revenue and in such other manner as the Director may deem fit.

In witness whereof Shri. .... (H.E. name and designation) for and on behalf of the KILA and Shri. .... the bounden have hereunto set their hands the day and year shown against their respective signatures.

Signed by Shri. ....(date)

In the presence of witness:

1. ....
2. ....

Signed by Shri. .... (date) .....

In the presence of witness:

1. ....
2. ....



## SPECIAL CONDITIONS

1. An agreement should be signed with service conditions during the warranty period of the equipments if any.
2. Delivery period for the entire purchase order will be two weeks from the date of purchase order. Failure to supply the items within the specified time as per the agreement, a penalty of one percent of the cost of the item per week will be levied. (The time will be extended only by the prior concurrence from KILA).
3. Price quoted should be valid until tenders are processed. The tenders submitted without fulfilling the conditions as stated will be summarily rejected.
4. The items purchased as per this tender document shall be supplied and installed at the following address.

The Principal  
KILA-Centre for Organic Farming and Waste Management,  
Karimbam p.o,  
Thaliparamba,  
Pin – 670 142.

5. The installation report shall be collected from the Principal, KILA-Centre for Organic Farming and Waste Management, Karimbam p.o, Thaliparamba, Pin – 670 142 and submitted to Director, KILA along with the invoice of the items for payment.
6. The tenders should be accompanied by an agreement executed and signed in Kerala Stamp paper of Rs. 200/- and an amount of 2.5% of the total cost of the item as Earnest Money Deposit in the form of crossed Demand Draft drawn in favour of ‘The Director, Kerala Institute of Local Administration’ payable at Thrissur.

Cost of Tender form	: Rs. 500/- + GST
Last date of sale of tender form	: 27-12-2018 1 PM
Last date of receipt of tender	: 27-12-2018 3 PM
Date & Time of opening tender	: 27-12-2018 3.30 PM
Address to which tenders are to be submitted	:

The Director,  
Kerala Institute of Local Administration (KILA),  
Mulamkunnathukavu P.O.,  
Thrissur – 680581.

Director, KILA



### Schedule of Items

No	Item/Particulars	Installation Location	Quantity Required
	5KVA Online UPS with 10 Nos. Of 100 AH Tubular batteries with one year comprehensive onsite warranty.	KILA - Centre for Organic Farming and Waste Management,(E.T.C) Karimbam P.O Thaliparamba, Pin – 670 142	1 No.



### Specifications of Items

5 KVA Online UPS	
Capacity	5 KVA
INPUT	
Nominal Voltage	220 VAC - 230 VAC
Operating Voltage Range	160 V - 270 V
Operating Frequency Range	50HZ $\pm$ 0.5 HZ
Power Factor	0.93
RECTIFIER	SCR
OUTPUT	IGBT
Output Voltage	200-250V $\pm$ 1%
AC Volt.Reg.(Batt.Mode)	
Frequency Range	50HZ $\pm$ 0.5 HZ
Crest Factor	3:1 (max)
Total Harmonic Distortion	3% (linear load) 5% (non linear load)
Overload	125%: 10min;150%: 1 min; >150%<200: 20 msec;>200% : Sudden
Transfer Time – AC mode to Batt. Mode	0 ms
Power Factor	0.7
Isolation transformer	Inbuilt
EFFICIENCY	
Overall	81%
BATTERY	
Long-run Model	Battery Voltage
	120 VDC
DISPLAY	AC Voltage (INPUT/OUTPUT), Output current, Output watts, DC Voltage, Panel voltage, Panel current
INDICATIONS	Mains on, Load on solar Inverter, Battery Low, overload, Trip
ALARM	Battery Low, Output Overload & Short Circuit
ENVIRONMENT	
Temperature	5 <sup>0</sup> C - 55 <sup>0</sup> C
Operational Humidity	Up to 85% RH (Non Condensing)
Noise Level	<60 db At 1 METER
COMMUNICATION – PROTECTION	RF Filter At Output; MCB at EB Input; Snubber Circuit Across All Semiconductors; Glass cartridge Fuse on Control Circuits; MCB at Input Panel; Surge Protector at Panel Input & EB Input; PV Reverse Polarity, Input Low & highVoltage, Output Low & High Voltage cut off.
BATTERY	10 Nos. of 100 AH Tubular Tower type Battery. The Batteries should be mounted on suitable stand.
WARRANTY	Four year comprehensive onsite warranty for UPS system and Battery.

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