

TERMS & CONDITIONS

1. The offer, in a sealed single envelope, superscribed “***Offer for supply, installation, testing and commissioning of UPS***” and “***EMD enclosed***” addressed to Shri Bhawar Puri, Chief General Manager, NABARD, Kerala Regional Office, Punnem Road, Statue, Thiruvananthapuram – 695 039 should reach this Office not later than 15.00 hours on 25 February 2009.
2. Offers shall remain open for acceptance by NABARD for a period of 90 days from the date of opening, which period may be extended by mutual agreement, and the offerer shall not cancel or withdraw the offer during this period.
3. The offerer must use only the forms issued by the NABARD to fill in the rates.
4. The offer form must be filled in English and all entries must be made by hand and written in ink. If any of the documents is missing or unsigned, the offer may be treated as invalid by the Bank at its discretion.
5. Rates should be quoted both in figures and words in columns provided for. All erasures and alterations made in the offer must be attested by initials of the offerer. Overwriting of figures is not permitted. Failure to comply with either of these conditions will render the offer void at the Bank's option. No advice of any change in rate or conditions after opening the offer will be entertained.
6. NABARD does not bind itself to accept the lowest or any other offer and reserves to itself the right to accept/reject any or all the offers, without assigning any reasons, therefor.
7. No conditions are acceptable from the offerer. Failure to comply with this condition, will render the offer void at the Bank's option. The terms and conditions should be submitted along with the offer duly signed and sealed for having accepted the same.
8. The offerer shall not assign the contract to someone else. He/they shall not sub-contract any portion of contract except with the written consent of NABARD.



9. All the materials are to be supplied, installed, tested, commissioned etc., at NABARD Kerala Regional Office, Punnen Road, Statue, Thiruvananthapuram. Time shall be considered as the essence of the contract and the successful offerer shall carry out the supply and installation within three weeks from the date of issue of formal letter of acceptance of the offer.
10. The offerer should note that unless otherwise stated, the offer is strictly on item rate basis and his attention is drawn to the fact that rates for each and every item should be correct, workable and self-supporting. The quantities in the schedule of quantities approximately indicate the total extent of work but may vary and even may be omitted thus altering the aggregate value of contract. No claim for any compensation shall be entertained in this regard.
11. The offerer must obtain for himself at his own responsibility and at his own expense all the information which may be necessary for the purpose of submission of offer. The offerer may inspect the old UPS and Batteries which are offered under buy back on any working day (Monday to Friday) during office hours (10.00 am to 5.00 pm) at his own cost.
12. The rates quoted in the offer shall be for the complete item including, supply, installation, testing, commissioning etc. and the rate shall be firm and shall not be subject to exchange variations, labour conditions, fluctuation in railway/road freights or any other conditions whatsoever. The offerer must include in his rates sales tax, excise duty, octroi and any other tax and duty or other levy charged by central government or any state government or local authority, if applicable. No claim in respect of sales tax, excise duty, octroi or other tax, duty or levy whether existing or future shall be entertained by the Bank. The rates shall also include transportation, loading, unloading, packing, carting, forwarding, freight charges, transit insurance cover and any other payment/taxes towards transporting the materials from other State/s.
13. The offerer shall not be entitled to any compensation for any loss suffered by him on account of delays in commissioning or executing the work, whatever be the cause of delays. The Bank does not accept liability for any sum besides the offer amount, as mentioned in the schedule of quantities.
14. The successful offerer is bound to carry out any item/s of work necessary for the complete installation even though such item/s are not included in bill of quantities and rates.



15. The successful offerer should make his own arrangements to obtain all materials required for the work. The details of brochures, illustrations, if any, with descriptive literature etc. have to be accompanied with the offer. The details and the literature so submitted by the successful offerer shall be retained by the Bank.
16. The conditions, specifications and schedule of quantities forming the contract document are explanatory and are complementary to each other, representing together the work/installation to be carried out. In case of doubt, the matter shall be discussed with the Bank's officials and necessary clarifications obtained. If neither the specifications nor the schedule of quantities include any provision specifically but if such provisions are absolutely necessary to complete the work, the offerer shall provide the same without any extra cost to the bank. Anything contained in any one viz. (i) the specifications and/or (ii) the schedule of quantities but not specifically appearing in the other parts of the documents shall be deemed to have been stipulated under all such parts of the document and the work shall be carried out accordingly.
17. *Warranty period/ Defect liability period is for a minimum of one year from the virtual completion date. Virtual completion date shall be considered as the date of complete installation of the machine.*
18. The warranty/defects liability period covers total comprehensive contract. Any defect or fault which may appear within the "Defects Liability Period" of one year after the virtual completion of the work, arising in the opinion of the Bank from materials or workmanship not in accordance with the offer, shall upon the directions in writing by the Bank and within such reasonable time as shall be specified therein, be amended and made good by the offerer, at his own cost and in case of default, the Bank may employ and pay other persons to amend and make good such defects, or faults, and all damages, loss and expenses consequent thereon or incidental thereto shall be made good and borne by the offerer and such damage, loss and expenses shall be recoverable from him by the Bank and may be deducted from any money due or that may become due to the offerer, or the Bank may in lieu of such amending and making good by the offerer deduct from any moneys due to the offerer a sum to the cost of amending such work and in the event of the amount retained being insufficient, recover the balance from the offerer, together with any expenses the Bank may have incurred in connection therewith. The offerer shall remain liable under the provisions of this clause notwithstanding the signing of any certificate or the passing of any accounts, by the Bank.



19. The bill shall be submitted after satisfactory installation, testing and commissioning of UPS. Payment shall be made within seven to ten working days from the date of submission of the bill.
20. All the payments of bills for the offer shall be made only by the Chief General Manager, National Bank for Agriculture and Rural Development, Kerala Regional Office, Thiruvananthapuram at his office by cheque.
21. The works shall not be considered as complete until the Bank has certified in writing that the same have been virtually completed as indicated in the order. The Defects' Liability period shall commence from the date of such certificate.
22. Defect Liability Period of one year from the virtual completion date should cover, parts replacement, free labour, on-site visit etc. No extra claims are applicable during the defects' liability period.
23. A list indicating the product serial number/s of instrument/s, installed under the contract has to be furnished at the completion of the work.
24. The Virtual Completion date and Defects' Liability period date of the machine installed is to be indicated in the bill for payment.
25. **Retention Money Deposit** Retention Money at 5% of the accepted rate shall be deducted from the payments. This sum shall be arrived at after adjusting the EMD. The EMD and RMD will constitute the Security Deposit. While determining the RMD the EMD already with the Bank shall be taken into account.

26. Terms of Payment

- a) 95% of the value of works done shall be released after the entire work is completed and virtual completion certificate is issued by the NABARD's Engineer.
- b) Balance 5% of the value of work done (RMD) shall be released after the defects liability period of one year and on rectification of all defects pointed out during the period.
- c) If the successful bidder desires the balance 5% (RMD) can be released against a Bank Guarantee issued by a Public Sector Bank as per the format enclosed.(Annexure V).



d) Statutory deductions like Income Tax, surcharge on I.T. etc., as applicable, will be deducted from the bills and amount payable to the contractors.

I/We hereby declare that I/We have read and understood the above instructions for the guidance and the same will remain binding upon me/us in case the work is entrusted to me/us.

Signature of the Offerer:
Date and Seal

Name & Address with Phone No.



Technical Specifications of Uninterrupted Power Supply (UPS)

- 1) **Rating** : 10 kVA
- 2) **Technology** : Micro Processor controlled On Line Double Conversion with Static Bypass switch
- 3) **AC Input** : (i) Phase : Three phase , 380/400/415 Volts AC + Neutral + Earth
(ii) Voltage :380 / 400/ 415 volts +/- 25%
(iii) Frequency: 50 hz +/- 5% (47.5 Hz to 52.5 hZ)
(iv) Power factor: 0.90 lag
- 4) **DC Systems** : (i) Systems Voltage : 240 Volts DC
(ii) Charging current : 1 Amp to 30 Amps
(iii) Recharge to 100% : 8 to 10 hours
- 5) **AC Output** : (i) Phase : Single phase output AC + Neutral + Earth
(ii) Voltage :230 Volts AC
(iii) Regulation:195 to 245 volts AC +/- 1% (for stable load)
(iv) Frequency : 50 Hz +/- 5% (47.5% to 52.5 %)
(v) Power factor : 0.8
(vi) Wave form :Pure Sine Wave
(vii)Harmonic Distortion :less than 3% for linear load and less than 5% for non-linear load.
(viii)Crest Factor : 3:1
(ix) Efficiency :more than 90%
(x) Transient recovery Time : less than 10 msec.
- 6) **Display** : LCD
- 7) **Alarm Indication** : (i) Low Voltage , high Voltage, Rectifier Input Switch Cut off
(ii) Battery Low/discharged/Overload, Output on Pass, temp High
- 8) **Protection** : (i) Overload protection : 125% for 10 minutes
(ii) Short circuit : Should cut off both inverter and by pass.
(iii) Internal Thermal Switch : Protection from Over temperature.
(iv) Low battery trip : Inverter to trip when battery voltage drops below the optimum limit.
- 9) **Indications** : *Visual : LED or LCD display for real time power measurement including status of input power, output power, Mains ON, Battery, Rectifier and Inverter. Audible alarm indication for Low/High voltage, Battery low/discharge/overload, temp high etc.*
- 10) **Cooling** : Forced Air cooling
- 11) **Environment** : *Ambient temperature : 0 to 45 degrees centigrade
Audible noise : less than 50 dB. Relative Humidity : 0 to 90% non condensing*



12) **Mobility** : Castor wheels

13) **Communication** : Standard : RS 232

14) **Backup time required** : Fifteen minutes Backup

Make and model of UPS quoted

1. Make of UPS :
2. Model no. UPS :
3. Warranty : years from virtual completion date.

Make and model of Batteries quoted

Batteries : Tubular batteries. 12 volt 40 AH
Make : Exide 6EL 40 with three years warranty

Technical Specification of UPS offered under buy back

1. Rating of UPS : 5 kVA - **Two nos.**
2. Make of UPS : M/s Adtech Power Systems Ltd
3. Serial nos. Of UPS : APG 9711015 and APG 9711016
4. Battery Charger : M/s Adtech make (Separate box installed outside UPS)
Quantity - Two nos.

Make and model of Batteries offered under buy back

Batteries : Tubular batteries. 12 volt 40 AH

Make :

- | | | |
|---|---|---------|
| A) Exide 6EL 40 | - | 30 nos. |
| B) Exide 6EL 40 plus with five years warranty | - | 02 nos. |

Name & Signature

Date & Seal

Name of the Firm



Vendor details

Sl. No	Particulars	Details
1	Name of the Vendor	
2	Address of the Registered Office	Address _____ _____ _____ _____ Telephone _____ FAX _____ E-mail _____
3	Address of the local office in Trivandrum	Address _____ _____ _____ Telephone _____ Fax _____ E-Mail _____
4	Name and Designation of the person authorised to make commitments to the Bank	Name _____ Designation _____ Mobile _____ Phone _____ FAX _____ E-mail _____
5	Name and address of service centre	
6	Type of Organisation (Whether sole proprietorship/private limited/public limited company or cooperative body)	
7	Details of registration – (Registering Authority/Regn.Date/Registration No., etc)	
8	Sales Tax Number	
9	PAN no.	
10	Names and addresses of bankers	
11	Details of EMD	DD/Banker's cheque no. Drawn on: Bank - Branch - Date: Amount:

(Signature with stamp)



ANNEXURE-IV
SCHEDULE OF QUANTITIES
(Rates to be quoted in this sheet only)

(Amount in Rs.)

Sl No	Details	Qty (nos.)	Unit Rate	Total Amount	Total amount in words
Supply of UPS					
1	Supply, installation, testing and commissioning of 10 kVA UPS inclusive of all taxes, cess, duties, transportation, loading, unloading, octroi, etc., as per terms and conditions and specifications enclosed. Make : Model :	02			
2	Supply, installation, connecting and testing of 12 volts, 40 AH tubular batteries inclusive of all taxes, transportation, loading, unloading, octroi, etc., as per terms and conditions and specifications enclosed.(20 nos. For each 10 kVA UPS) as per specifications enclosed.	40			
Total Cost (Rs.)					
Buy-back of old UPS and Batteries					
1	Buy back rate for used 5 kVA UPS along with charger(on as is where is condition)	02			
2	Buy back rate for 12 V 40 AH Exide make tubular batteries (on as is where is condition)	32			
Total Buy-back Rate (Rs.)					

Net Amount Payable : Rs.....

(Rupees.....)

..... only)

Name & Signature

Name of the Firm

Date and Seal.



Performance Bank Guarantee

The Chief General Manager
National Bank for Agriculture and Rural Development
Kerala Regional Office
Punnen Road, Statue
Thiruvananthapuram - 695 039.

This deed of guarantee made on this _____ day of _____ by (Name of Bank giving guarantee) having its registered office at _____ and amongst all places a branch at (address of the bank branch giving guarantee)/ and wherever the context so requires includes its successors and assigns (hereinafter called the "Surety") for the favour of National Bank for Agriculture and Rural Development, Kerala Regional Office, Punnen Road, Statue, Thiruvananthapuram - 695 039 and wherever the context so requires includes its successors and assigns (hereinafter called the "Purchaser").

1. The Purchaser has placed an order No _____ (hereinafter called the "Said Order") with (Name of vendor) a Company having its registered office at (Address) and wherever the context so requires includes its successors and assigns (hereinafter called or referred to as "The Supplier").
2. Under the terms of the order, the supplier is required to furnish the purchaser at his own cost a Bank guarantee for an amount of Rs. _____ (Rupees _____) for fulfilling the conditions of technical delivery in the purchase order towards guarantee against all manufacturing defects for a period upto _____ in lieu of retention of an amount of 5% of the value of the order towards satisfactory fulfillment of the order and for defects if any, noticed during the warranty period of three years from date of satisfactory installation.
3. The Surety at the request of the Supplier who are constituents of surety agreed to issue a Bank guarantee in terms of the said order on behalf of the supplier and the purchaser has agreed that the supplier shall repair or replace free of cost, equipment, machinery, its parts and components found defective on account of bad workmanship or defective materials or inferior manufacture as mentioned in the warranty and guarantee clause of the said order.
4. The Surety binds himself to pay to the purchaser to the extent of Rs. _____ (Rupees _____) in case of failure on the part of the supplier to perform this guarantee provided the purchaser informs the surety in writing to this effect. The surety binds himself to pay the amount immediately pursuant to the said demand notice notwithstanding any dispute that may exist or arise between the purchaser and the supplier or any other person.
5. Notwithstanding anything contained herein above, the liability of the surety in respect of this guarantee is restricted to Rs. _____ (Rupees _____); in case of failure on the part of the supplier to perform this guarantee provided, the purchaser informs the surety in writing to this effect.

6. This guarantee shall remain in force upto _____.
7. The guarantee shall not be discharged or released from the guarantee by any arrangement between the purchaser and the supplier with or without consent of the Surety or by any alteration in the Obligations of the Parties or by any indulgence, forbearance whether as to payment, time, performance or otherwise.
8. This guarantee shall not be affected by any change in the constitution of the supplier by absorption with any other body or corporation or any other and this guarantee will be available to or enforceable by such body or corporation.
9. Unless a claim under this guarantee is made by the purchaser against the bank on or before _____ **(6 months after end of warranty period)** all the rights of the purchaser under this guarantee shall be forfeited and the bank shall be relieved and discharged from all liability under this guarantee.
10. And this bank guarantee after _____ shall cease to exist if there is no claim on or before _____ **(6 months after end of warranty period)**.

Notwithstanding anything contained herein above, the liability under this guarantee is restricted to an amount not exceeding Rs. _____ (Rupees _____) and the guarantee shall remain in full force and effect until _____. Unless action to enforce the claim is filed on or before _____ **(6 months after end of warranty period)** all rights under the said guarantee shall be forfeited and Bank shall be relieved and discharged from all liabilities thereunder.

DATED AT _____ THIS _____ DAY OF _____