



## **KELTRON COMPONENT COMPLEX LIMITED**

Kalliasseri P.O, Kannur – 670 562, Kerala, India

Phone: +91-497-2780740/2780831-4, Fax: + 91-497-2781055

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# **GLOBAL INVITATION FOR BIDS (IFB) FOR HIGH SPEED AUTOMATIC WINDING MACHINE**

(International Competitive Bidding)

### **BIDDING DOCUMENT NO: KCCL/CPM099P/016**

1. The Managing Director of Keltron Component Complex Ltd. (KCCL), a Public-Sector Undertaking under the Industries Department, Government of Kerala, invites sealed tenders in duplicate in two bid systems (i.e. Part-I: Technical-cum-Commercial Bid and Part-II: Price Bid in two separate sealed covers distinctly marked accordingly and sealed inside a single envelope, which should be duly super scribed with bidding document Reference No, due date and time) from reputed, bonafide, resourceful and experienced manufacturing firms for **“Supply, Installation, Testing, Trial Run and Commissioning of Two Numbers of High Speed Automatic Winding Machines for the manufacture of Metalized Poly Propylene Capacitors”** at Keltron Component Complex Ltd, Kalliasseri. P.O, Kannur - 670562, Kerala, India.

## **2. Schedule for sale/submission of Bidding documents:**

### **(a) Issue of Bidding documents:**

From 10-00 Hrs to 12-00 Hrs on office working days (Monday to Saturday)  
from **25 Jan 2018** to **25 Apr 2018**

### **(b) Cost of Bidding documents:**

- i) Rs. 18000 / USD 290(Original Copy)
- ii) Rs. 10000 / USD 160 (Duplicate Copy)
- iii) Rs. 18200 / USD 300 (By Speed Post/Courier)

(c) Last date/time for submission of Bid: **25 Apr 2018 / 12.00 Hrs.**

(d) Opening of Technical-cum-Commercial Bid only: **25 Apr 2018 / 15.00 Hrs.**

3. Detailed Technical-cum-Commercial and Price Bid documents can be obtained from address mentioned above or downloaded from Company's website [www.keltroncomp.org](http://www.keltroncomp.org)

Sd/-

MANAGING DIRECTOR



**KELTRON COMPONENT COMPLEX LIMITED**

Kalliasseri P.O, Kannur – 670 562, Kerala, India

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**BIDDING DOCUMENT  
FOR  
SUPPLY, INSTALLATION, TESTING, TRIAL RUN  
AND COMMISSIONING OF  
HIGH SPEED AUTOMATIC WINDING  
MACHINE  
FOR THE MANUFACTURE OF METALIZED POLY PROPYLENE  
CAPACITORS**

**GENERAL TERMS AND CONDITIONS  
TECHNICAL SPECIFICATIONS AND SCHEDULES  
2018**

Bidding Document No. : KCCL/CPM099P/016  
Country : India  
Issued on :  
Issued to :

## Preface

This document has been prepared by **Keltron Component Complex Ltd.** (a Public-Sector Undertaking under the Dept. of Industries, Govt. of Kerala) to facilitate a Single-Stage: Two-Envelope bidding procedure. In the Single-Stage Two-Envelope bidding procedure, Bidders submit simultaneously two sealed envelopes, one containing the Technical cum Commercial Proposal (Technical) and the other the Price Proposal, enclosed together in an outer single envelope. Initially, only the Technical-cum-commercial Proposals (Technical) are opened on the date and time notified in the Bidding Document. The Price Proposals remain sealed and are held in the custody by the Purchaser. The Technical-cum-Commercial Proposals (Technical) are evaluated by the Purchaser. The objective of the exercise is to allow the Purchaser to evaluate the Technical-cum-Commercial Proposals without reference to Price Proposals. Bids with Technical Proposals which do not conform to the specified requirements will be rejected as deficient Bids. Price Proposals of technically compliant Bids are opened on a date and time notified by the Purchaser. The Price Proposals are evaluated and the Contract is awarded to the Bidder whose Bid has been determined to be the lowest and beneficial to the Company. The Company reserves the right to accept or reject all or any Bid without assigning any reason and does not bind themselves to accept the lowest offer.

MANAGING DIRECTOR

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**KELTRON COMPONENT COMPLEX LIMITED**

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**1. INVITATION FOR BID FOR HIGH SPEED AUTOMATIC WINDING  
MACHINE**

(International Competitive Bidding)

**BIDDING DOCUMENT NO: KCCL/CPM099P/016**

- 1.1 The Managing Director of Keltron Component Complex Ltd, a Public-Sector Undertaking under the Industries Department, Government of Kerala, invites sealed Tenders in duplicate in two bid systems (ie. Part-I: Technical-cum- Commercial Bid and Part-II: Price Bid in two separate sealed covers distinctly marked accordingly and sealed inside a single envelope, which should be duly superscribed with bidding document Reference No., due date and time) from reputed, bonafide, resourceful and experienced manufacturing firms for **“Supply, Installation, Testing, Trial Run and Commissioning of Two Numbers of High Speed Automatic Winding Machines for the manufacture of Metalized Polypropylene Capacitors”** at KCCL premises, Keltron Nagar, Kalliasseri. P.O., Kannur-670 562, Kerala, India.
- 1.2 Details of Pre-qualification criteria for the Tenderers, Time and schedule and cost of Bidding Document, Bank Guarantee towards

EMD to be submitted by the Bidder for participation in this Bid are given below:

**1.2.1 Estimated Value of the Contract: Rs.70,00,000.**

**1.2.2 Pre-Qualification Criteria**

- 1) The tenderer should have supplied the High Speed Automatic Winding machineries in the past 5 years. Documentary proof viz Customer Purchase Order / Supply Invoice etc to be provided to establish this fact.
- 2) The tenderer should have satisfactorily supplied similar machines (for which quoted) during last 5 years amounting to a value not less than Rs.50 Lakhs / year.
- 3) The Annual Financial Turnover during the last three years ending 31<sup>st</sup> March 2017 should be indicated.

**Note:**

- a) The tenderers are required to furnish copy of Industrial Licence / Registration Certificate or similar certificate.
- b) Past Experience details of similar works during last 5 years – **Annexure-VI** along with satisfactory supply / commissioning certificates issued by the customer.
- c) Financial details as per **Annexure-V**. In support of this, copies of annual turnover, Profit and Loss Statements, Balance Sheet and Auditor's Report for the last three years may be submitted.
- d) Copies of the latest Income Tax return, GST Registration Certificate/ Export License etc. if applicable are to be submitted.

### 1.2.3 Cost of Bidding Document:

**Rs.18000/ or USD 290**(Rupees Eighteen Thousand/US Dollar Two Hundred and Ninety only) by Demand Draft drawn in favour of Keltron Component Complex Ltd payable at Kannur.

### 1.2.4 Earnest Money Deposit:

- a) Tenderers are required to submit a Bank Guarantee for **Rs. 70,000/US \$ 1200.00** (Rupees Seventy Thousand /US Dollar Thousand Two Hundred only) as per **Annexure-X** towards Earnest Money Deposit.
- b) Bank Guarantee towards Earnest money will be revoked if the rates are enhanced from their quoted rate during the validity period or extended period, or the order is not executed after acceptance of order. Tenders received without Bank Guarantee towards EMD will not be considered. **Bank Guarantee towards EMD should be forwarded in a separate sealed cover superscribing EMD Bank Guarantee and Tender no. along with the Cover-I duly marked as Part-I Technical cum Commercial Bid.**
- c) If any supplier backs out after the Company has accepted his tender, it will be considered as default and the Bank Guarantee towards EMD will be revoked by the Company by informing the supplier as having done so.
- d) The Bank Guarantee towards EMD should remain valid for a period of one year, and the same will be cancelled and returned to the unsuccessful tenderers as quickly as possible after the tender is decided. The Bank Guarantee towards EMD of successful tenderer(s) will be cancelled and returned on successfully executing the Purchase Order released against this tender.



### 1.2.5 Sale of Bidding Document:

From **25 Jan 2018 to 25 Apr 2018** (except on Sundays and holidays) (between **10.00 hrs and 12.00 hrs**) at the office of The Sr. Accounts Officer, Keltron Component Complex Ltd, Kalliasseri P.O., Kannur - 670 562, Kerala, India on submission of Bank Draft of any Nationalised / Scheduled Bank of India / reputable Bank in the Purchaser's country or abroad acceptable to the Purchaser, drawn in favour of Keltron Component Complex Ltd, payable at Kannur towards the cost of Tender document.

The Bidding document is also available in website [www.keltroncomp.org](http://www.keltroncomp.org). The intending bidders may download the same for submitting their Tender. However, they also have to deposit the prescribed Tender Fee, i.e. **Rs.18000 / USD 290** (Rupees Eighteen Thousand only / USD Two Hundred and ninety only) in the form of Demand Draft of any Nationalised Bank / Scheduled Bank of India, drawn in favour of Keltron Component Complex Ltd payable at Kannur at the time of submission of Tender in Cover I (Technical cum Commercial Bid).

#### **Note:**

- (a) In case the tender document is downloaded from the website, the tenderers are required to intimate The Sr. Accounts Officer about the same through a simple letter in their Letter Head to enable correspondence with them, if required. Phone No., Name of Contact Person, E-mail ID, Fax No. etc. also to be given.
- (b) Amendments / further information etc pertaining to the tender, if any, will be uploaded only on the above website, to be referred by the prospective tenderer from time to time.

- (c) KCCL will not be responsible for delay, loss or non-receipt of application or Tender Document sent by Post / Courier and will not entertain any correspondence in this regard. Tenders by Telex / Telegram / Fax / E-mail will not be accepted.
- (d) The purchaser is not responsible for the completeness of the Bidding Document and its addenda, if they were not obtained directly from the purchaser.
- (e) The Bidder is expected to examine all instructions, forms, terms, and specifications in the Bidding Document. Failure to furnish all information or documentation required by the Bidding document may result in the rejection of the Bid.
- (f) KCCL reserves the right to reject any or all Tenders without assigning any reasons thereof.

**1.2.6** Last Date & Time and venue of submission of Bid: **25 Apr 2018 up to 12.00 hrs** (IST) in the office of The Managing Director at the above address.

**1.2.7** Date & Time and venue of opening of Bid (Technical cum Commercial Bid only) **25 Apr 2018 at 15.00 hrs** (IST) in the office of the Managing Director at the above address.

**1.2.8** Completion Time period for Commissioning of High Speed Automatic Winding Machine: As agreed mutually from the date of issue of formal Letter of Acceptance / Purchase Order.

MANAGING DIRECTOR

## 2. INSTRUCTIONS TO TENDERERS

2.1 Sealed tenders in Two Cover System are invited on behalf of Managing Director, Keltron Component Complex Limited from the reputed bonafide, resourceful & experienced manufacturers for **Supply, Installation, Testing, Trial Run & Commissioning of Two Numbers of High Speed Automatic Winding Machines.**

### 2.2 TENDER SUBMISSION

The Tender shall be submitted in Two SEALED COVERS. The two covers separately sealed shall be put together in a single envelope, sealed and then submitted.

**I. FIRST SEALED COVER** (Cover-I) duly marked as Part-I Technical cum Commercial Bid shall contain:

- (a) Cost of Bid document **Rs. 18000/- or USD 290** if Bid Document is down loaded from website.
- (b) Bank Guarantee towards Earnest Money Deposit.
- (c) All the documents as per the listed "CHECK LIST" along with the checklist duly filled in.
- (d) Documents supporting the requirements called for under various Clauses of this Tender Document.
- (e) Technical Cum Commercial Bid should clearly contain the technical details, scope of supply, payment terms, terms of delivery (to be on FOB terms only i.e., inclusive of Packing and Forwarding charges), delivery period, taxes and duties (Bidders within the country) warranty, guarantee, performance bank guarantee, training, installation and commissioning details, details of essential spares, tools

covered in the scope of supply, list of one-year maintenance spares etc. under separate heads;

(f) Complete literature / leaflets / catalogues or brochures relevant to the offered Models of the machine.

(g) Technical Bid should not contain Price Bid. “Disclosure/indication of price in the Technical Bid shall render the tender disqualified and rejected.

(h) Brief profile of Bidder giving details of their organisation, manufacturing, testing and infrastructural details available, financial strength, man power strength, quality certification details and major customer details.

(i) Tender document.

(j) Any other document in the Bid Data sheet.

**II. SECOND SEALED COVER** (Cover-II), duly marked as Part-II ‘Price Bid’, shall contain:

(a) The price schedule in original and in duplicate (as per **Annexure-IX**), duly signed by the Tenderer with his/their office seal.

(b) Any other document required in the Bid Data sheet

Price quoted to be inclusive of installation and commissioning charges. However, break-up of machinery cost and installation & commissioning charges to be shown separately. It is to be noted that this sealed cover, containing Price Bid, shall not contain any condition whatsoever. Any condition imposed in this cover shall make the tender liable for out-right rejection.

Tenderers are required to ensure that all the Two Sealed Covers enclosed in one outer common sealed cover duly marked as Tender for **“Supply, Installation, Testing, Trial Run & Commissioning of**

**High Speed Automatic Winding Machine”** before submitting the tender. Name and address of the Tenderer shall also be written on all the three covers.

The Bidder shall prepare one original of the Technical cum Commercial Bid and one original of the Price Bid and clearly mark each – Original Technical cum Commercial Bid proposal and Original Price Bid proposal. In addition, the Bidder shall submit duplicate copies of both the proposals and clearly mark them “Duplicate copy – Technical cum Commercial Bid proposal” and “Duplicate copy – Price Bid proposal”.

## **2.3 LAST DATE FOR SUBMISSION OF TENDER**

**2.3.1** Tenders shall be received in the office of the Managing Director, Keltron Component Complex Limited, P.O. Kalliasseri, Kannur-670562, Kerala State, India upto **12.00 hrs (IST) on 25 Apr 2018.**

**2.3.2** KCCL may at its sole discretion reserves the right to extend the date for receipt of tender. Tenders received after the aforesaid time and date or the extended time and date, if any, shall be returned unopened to the Tenderer. **Tenderers to note that KCCL shall not be responsible for late receipt of any offer due to postal delays or any other delay for whatsoever reasons.**

## **2.4 AUTHORITY IN SIGNING TENDER DOCUMENTS AND BID SUBMISSION SHEETS AND PRICE SCHEDULES.**

**2.4.1** The tender, if submitted on behalf of a Partnership Firm should be signed either by Managing Partner or by all the partners or some of the partners or other person/s holding a valid “**Power of Attorney**” from other partners or all the partners constituting the firm.

**2.4.2** In case of a Company, the tender should be signed by a person having necessary authority in his/her favour in accordance with

the constitution of the Company. Necessary documents in support of his/her authority shall be enclosed.

**2.4.3** The Bidder shall submit the Technical cum Commercial proposal and the Price Bid in Bidder's own letterhead duly sealed and signed in all pages along with the appropriate forms furnished in the Bidding documents.

## **2.5 TENDERER TO INFORM HIMSELF FULLY**

**2.5.1** The Tenderer is expected to examine carefully the contents of all the documents provided like instructions to the Tenderers, General Conditions, Special Conditions, Scope of work etc. Failure to comply with the requirements of the tender will be at the Tenderer's own risk. The Tenderer to ensure to make a complete and careful examination of requirements and other information set out in the tender document.

**2.5.2** The Tenderer is advised to acquaint himself with the laws and Bye-laws in force from Government of Kerala and Government of India and any other statutory bodies and collect all information that may be necessary for preparing and submitting the tender and entering into contract with KCCL.

**2.5.3** Tenderer shall bear all costs associated with the preparation and submission of his tender and KCCL will in no case be responsible or liable for these costs, regardless of the conduct or outcome of the tendering process.

**2.5.4** The Tenderer and/or his representatives will be granted permits to visit KCCL factory for the purpose of installation and commissioning, on receipt of a formal written request. The Tenderer will be fully responsible for any injury (whether fatal or otherwise) to himself or his representatives for any loss or damage to property or for any other loss, damage, costs and expenses whatsoever

caused which but for the granting of such permission would not have arisen.

## **2.6 ACCEPTANCE OF TENDER**

KCCL reserves the right to accept or reject all or any tender without assigning any reasons and does not bind to accept the lowest offer.

## **2.7 TENDER VALIDITY:**

The tender shall remain valid for acceptance for a period of **Six months** from the date of opening of Technical Bid. KCCL reserves their right to extend the period of validity for a specific time. The request and the response there to shall be made in writing by post or by Fax. However, in the event of the Tenderer agreeing to the request, he/she shall not be permitted to modify his/her tender.

## **2.8 AMENDMENTS**

**2.8.1** At any time, prior to the last date for submission of tenders, **KCCL reserves the right to amend and modify the tender document. The amendments so carried out shall be published in the KCCL website, which must be referred to time to time by the tenderer.**

**2.8.2** The amendment so carried out shall form part of the main tender and shall be binding upon the Tenderers. KCCL may at their discretion, extend the last date for submission of the tender, to enable the Tenderers to have reasonable time to submit their tender after taking into consideration such amendments, which shall also be uploaded to the website of the KCCL.

## **2.9 ERRORS IN THE TENDER DOCUMENT**

**2.9.1** Tender shall be prepared, signed and submitted only by that Firm/Corporation in whose name the tender documents have been

issued. The tender shall be typed or written in indelible ink and all pages of the tender shall be signed.

- 2.9.2** The Tenderer shall submit complete tender and the same shall be without alterations, interlineations or erasure except those to accord that instructions issued by the KCCL or as may be necessary to correct errors made by the Tenderers.

Person or persons signing the tender shall initial all such cancellations, alterations or amendments. If any discrepancies found in figures and words while reading the rates in the Price Schedule the rate quoted in words shall supersede the figures. In the event of any difference between the unit rate and the total amount stated therein, the unit rate should be reckoned as the correct one.

## **2.10 LANGUAGE OF TENDER**

The Tender submitted by the Tenderer and all correspondence and documents relating to the Tender exchanged by the Tenderer and KCCL shall be written in **English** language. Any printed literature, other than English language, shall be accompanied by an English translation, in which case, for the purpose of interpretation of the tender, the English translation shall govern.

## **2.11 MODIFICATION, SUBSTITUTION & WITHDRAWAL OF PROPOSAL**

- 2.11.1** The Tenderer may modify, substitute or withdraw his proposal after submission, provided that written notice of modification, substitution or withdrawal is received by the Company before the closing time on due date. No offer shall be modified, substituted or withdrawn by the Tenderer after the closing time on due date. The Tenderer's modification, substitution or withdrawal notice shall be addressed to the Managing Director, Keltron Component Complex Ltd., Kalliasseri. P.O., Kannur – 670 562 with outer envelope



clearly marked as **Modification, substitution or withdrawal of the tender.**

## **2.12 TENDERED CURRENCIES**

Prices shall be quoted in Indian Rupees/USD/Euro/Swiss Franc / Japanese Yen / Pound Sterling only and all payments will be made in the respective currency.

## **2.13 CONTRACT WORK AND CONTRACT PRICE:**

**2.13.1** The work to be carried out (hereinafter referred to as "the Contract Works") and the Price for the same (hereinafter called "the Contract Price") shall include the work described in the specifications, schedules, etc. annexed hereto.

**2.13.2** The Tenderers are required to submit the Price Bid in a **separate** sealed envelope super scribed as "PRICE BID for Bidding Document No. KCCL/CPMO99P/016 **“Supply, Installation, Testing, Trial Run & Commissioning of High Speed Automatic Winding Machine.**

**2.14 Contract Price:** The Tenderer shall prepare the appropriate price Schedules against **Bill of Quantities as detailed in Annexure-IX** included herein, stating the Deliverables to be supplied under the contract. Prices quoted by the Tenderer shall be firm, fixed and valid till completion of the contract and will not be subject to variation on any account. The Purchaser's cost evaluation of a Bid may require the consideration of other factors, in addition to the Bid Price quoted. These factors may be related to the characteristics, performance and terms & conditions of purchase of the goods. Bid offering late supply completion schedule will be accepted but the Bids shall be adjusted in the evaluation by adding to the Bid Price at the rate of 0.05% of the Bid Price, for each day of

delay. Bids offering supply completion beyond three months of the period specified shall be rejected.

## **2.15 TECHNICAL Cum Commercial BID**

**Technical Cum Commercial Bid should not contain Price Bid.**

“Disclosure/indication of Price in the Technical Cum Commercial Bid shall render the tender disqualified and rejected”. **Technical Cum Commercial Bid (Cover I) should contain this tender document and other following documents as detailed below.**

- 2.15.1** Industrial Licence /Firm Registration Certificate / Chamber of Commerce Certificate or similar certificate issued by the appropriate authority.
- 2.15.2** Past experience details of similar work done during last 5 years (**Annexure-VI**) along with satisfactory work done / completion certificate issued by the client.
- 2.15.3** Financial details statement is as per **Annexure-V**. In support, copies of annual turn over, Profit and loss statements, Balance sheet and Auditor’s report for the latest year to be enclosed.
- 2.15.4** Copies of the Export Licence /Certificate, latest Income Tax return, GST Registration certificates, ECC if applicable are to be submitted.
- 2.15.5** Technical data / catalogue of the Production Machineries quoted.
- 2.15.6** The deviations if any shall be submitted as per **Annexure-IV** of the Tender Document.
- 2.15.7** Tender Form as per **Annexure- I**.

## **2.16 Techno-commercial Pre-Enquiries/Clarification**

If any Clarification on Technno-commercial aspects may be forwarded to The Managing Director, KCCL. The queries/clarification received from the tenderers would be

discussed and the response of the Company shall be communicated to the Tenderers.

## **2.17 Bid Prices and Discounts**

The prices and discounts quoted by the bidder in the price proposal shall conform to the requirement specified below.

**2.17.1** The item in the schedule of supply must be priced with Machine Model No. Bidders will be allowed to quote for the item included in the tender or a part thereof.

(a) The Bidder shall quote separately for essential spares that are required for satisfactory operation of the quoted machine for a minimum period of one year.

(b) The Bidder shall also quote separately the scope in case AMC (Annual Maintenance Contract) is available after the guarantee period.

**2.17.2** The price to be quoted excluding any discount. The Bidder shall quote any unconditional discount.

**2.17.3** The term Ex-works, CIF, FOB and other similar terms shall be governed by the rules prescribed in the current edition of Incoterms, published by the International Chamber of Commerce, on the date of the invitation for Bids.

**2.17.4** For goods offered from within the purchaser's country:

The price of the machinery quoted shall be FOR destination basis. Applicable GST and any other tax shall show separately, specifically providing HSN code.

**2.17.5** For goods offered from outside the purchaser's country:

The price of the machinery to be quoted on FOB – Port of Shipment Basis.

**2.17.6** A Proforma Invoice may also be given which should contain the following information (applicable for **2.17.4 and 2.17.5**):

- a) FOB value
- b) Payment terms
- c) Earliest delivery period
- d) Country of origin
- e) Banker's Name with Account No., IFSC Code, Swift Code etc and address of the Bidder
- f) Approximate Net and Gross weight and dimensional details of packages/ cases.
- g) Recommended spares for satisfactory operation for a minimum period of one year with its price.
- h) Details of any Technical Service, if required for erection, assembly, commissioning and demonstration.

## **2.18 CONVERSION TO SINGLE CURRENCY**

For evaluation and comparison of price proposals, the purchaser shall convert all bid prices expressed in the amounts in various currencies into a single currency, using the selling exchange rates announced by the Reserve Bank of India/State Bank of India, ruling on the date of opening the bid.

## **2.19 TENDER OPENING AND EVALUATION**

### **2.19.1 OPENING OF TECHNICAL-CUM-COMMERCIAL BID**

Technical Bids of the tender, received up to closing time on stipulated date, shall be opened **on 25 Apr 2018 at 15:00 Hrs** at Managing Director's Office, KCCL, Kalliasseri. P.O, Kannur – 670 562 in the presence of Tenderer/Tenderer's representative, who may wish to be present. The Tenderer's representatives who are present shall sign a register evidencing their attendance. Tenders shall be opened as per the following procedures:

- a)** In the first instance the Technical cum commercial Bids contained in cover I shall be opened. Only the contents of the letter and salient details of Technical Bids as considered appropriate by the tender opening Officer shall be read out.
- b)** The envelopes containing the Price Bid shall not be opened. All the sealed Price Bids of the Tenderers shall be put in separate cover and sealed in the presence of the Tenderer's representatives. The sealed cover containing Price Bids shall be kept in the safe custody of KCCL to be opened on subsequent date till the techno commercial bids are processed.

### **2.19.2 SCRUTINY AND EVALUATION OF THE TENDERS**

- a) In the first instance, the documents submitted with the Technical Bid will be scrutinised to ascertain whether the Tenderer fulfils the requirements as stipulated in the tender document. The tenderer who does not fulfill the tender requirements shall not be considered for further evaluation.
- b) The Technical Bids shall be thereafter scrutinised for responsiveness. For this purpose, a tender shall be treated

as substantially responsive which meets all the major requirements of the tender documents and is without any deviations. Deviations, if any, shall be submitted as per **Annexure-IV** of the Tender Document along with Technical Bid.

- c) After the tender opening, the whole process involving scrutiny, clarifications, evaluation and comparison of tenders and recommendations regarding award of contract shall be confidential. Any efforts on part of any Tenderer to influence the Company in any way in the process of scrutiny, evaluation, comparison of tenders and decision concerning award of contract may result in rejection of the Tenderer's bid.
- d) To assess the scrutiny, evaluation and comparison of tenders, KCCL may ask Tenderer individually for clarifications. Request for clarification and response there to shall be in writing or through Fax / E-mail followed by post or through speed post. No change in price or substance of the tender shall be sought, offered or permitted nor is the Tenderer permitted to withdraw the tender before the expiry of the validity period of the tenders in the process of clarifications.
- e) Any modification of the Tender Document, which may become necessary, after opening of the Technical Bid, shall be made through the issue of an Addendum. The Addendum so issued shall be communicated to all the participating Tenderers, whose Techno-Commercial Bids have been opened. This Addendum shall form part of the Tender Document and shall remain binding on all the Tenderers and the same shall be submitted (duly signed and stamped on each page as token of acceptance) by them, within the

stipulated date of submission or extended due date of submission, if any.

## **2.20 OPENING OF PRICE BID**

- a) Tenders, who are found to be in conformity with KCCL Tender requirement, shall be considered for opening of Price Bid.
- b) The Tenderers found to be qualified and responsive shall be informed about the date and time of opening of their Price Bids. On the stipulated date and time, the Price Bids of such Tenderers shall be opened in the presence of authorised representatives of such Tenderers who wish remain to be present.
- c) Comparison and Evaluation of Price Bids will be based on the price schedule / quotation provided by the Tenderer.
- d) The Tenderer whose Price Bid is found to be the lowest and beneficial to KCCL shall be considered for award of Contract. The Tenderer whose bid is accepted by the Company, shall be duly informed in writing.
- e) Within **15 days** of receipt of intimation, the Tenderer shall submit draft contract agreement in the format approved by KCCL as in **Annexure-II** of Tender Document.
- f) Within a week thereafter the Contract agreement shall be signed between KCCL and the successful Tenderer.

## **2.21 AWARD OF CONTRACT**

Prior to the expiration of the prescribed period of tender validity or such extended time, KCCL will inform the successful Tenderer by a fax/email followed by registered letter that his tender has been accepted. The award shall constitute the formation of the Contract. LOA (Letter of Acceptance) will be issued to the successful Contractor. **The completion period of the contract shall come in to force from the date of issue of LOA.**



### 3. GENERAL CONDITIONS OF CONTRACT.

Clause No.	Title
3.1	Definition and interpretations
3.2	Duties and powers
3.3	Obligations of the Contractor
3.4	Assignment
3.5	Additions and alterations
3.6	Execution
3.7	Extras
3.8	Contract document mutually explanatory
3.9	Completion period
3.10	Inspection and tests
3.11	Final acceptance
3.12	Rejection of defective work
3.13	Defect liability period
3.14	Terms of payment
3.15	No interest on account of delayed payments
3.16	Warranty
3.17	Commissioning of system
3.18	Performance bank guarantee bond
3.19	Forfeiture of performance bank guarantee
3.20	Packing and documents
3.21	Taxes and Duties
3.22	Extension of completion period
3.23	Liquidated damages
3.24	Default of the Contractor and termination
3.25	Settlement of disputes
3.26	Dispute and arbitration
3.27	Force majeure
3.28	Labour laws
3.29	Out break of war
3.30	Default of KCCL
3.31	Warranty
3.32	Applicability of laws on the contract
3.33	Indemnity
3.34	Counter terms & conditions
3.35	Bank charges
3.36	Training

### 3.1 DEFINITION AND INTERPRETATIONS

In the Contract, as hereinafter defined, the following words and expressions shall have the meanings hereby assigned to them except where the context otherwise requires:

- 3.1.1** “KCCL means Keltron Component Complex Ltd, a Company incorporated under Company’s Act 1956.” The term Purchaser shall mean KCCL or their successors or assignees.
- 3.1.2** “Contractor” means the person or persons, firm, corporation or company whose tender has been accepted by the KCCL and includes the Contractor’s servants, agents and workmen, personal representatives, successors and permitted assignees.
- 3.1.3** “Contract” / “Purchase Order” means and includes tender documents, instructions to tenderers including pre-bid clarifications, general conditions of contract, special conditions, if any, drawings, specifications, Price Schedule and Schedules etc., any amendments thereto, Letter of Acceptance and the contract agreement entered into between KCCL and the Contractor as per format given.
- 3.1.4** “Contract Price” means the sum named in the Letter of Acceptance subject to such additions thereto, or deductions therefrom, as may be made under the provisions of the contract.
- 3.1.5** “Specification” means the specification referred to in the Tender document and any modification thereof or addition thereto as may from time to time be furnished or approved in writing by the Company.
- 3.1.6** “Works” means **“Design, Manufacture, Supply, Installation, Testing, Trial Run and Commissioning of High Speed Automatic Winding Machine” at KCCL premises, Kannur – 670 562, Kerala, India.**

- 3.1.7** “Approved” / “Approval” means the approval in writing.
- 3.1.8** “Drawings” means the drawings referred to in the specification and any modification of such drawings approved in writing by KCCL and such other drawings as may from time to time be furnished or approved in writing by KCCL.
- 3.1.9** Schedule means the schedule annexed to this tender document.
- 3.1.10** “Tests on completion” shall mean such tests as are prescribed by the applicable Design Standards (latest additions) and codes, to be made by the Contractor before the equipment/items are supplied, delivered and taken over by KCCL.
- 3.1.11** “Writing” shall include any manuscript, typewritten or printed statement under or over signature and seal as the case may be.
- 3.1.12** "Defect Liability Period" has the meaning assigned in Clause No. **3.13** of the tender document.
- 3.1.13** "Month" means calendar month.
- 3.1.14** "Day" means calendar day.
- 3.1.15** "Letter of Acceptance” means the formal acceptance, made by or on behalf of KCCL, of the tender including any adjustments or variations to the tender agreed between KCCL and the Contractor.
- 3.1.16** “Commissioning of Equipment” has the meaning assigned in clause No. **3.17** of the tender document.

## **3.2 DUTIES & POWERS**

The Contractor shall execute the works in terms of the contract to the entire satisfaction of KCCL and shall comply with their direction on any matter whatsoever. However, KCCL shall exercise their discretion impartially, within the terms of the contract and have regard to all the circumstances.

### **3.3 OBLIGATIONS OF THE CONTRACTOR**

- 3.3.1** The Contractor shall exercise all reasonable care and diligence in the discharge of all technical, professional and contractual duties to be performed by them under this contract within the time for completion. The Contractor shall be fully responsible to KCCL for proper, efficient and effective discharge of their duties.
- 3.3.2** The Contractor shall when called upon so to do enter into and execute a contract agreement in the form annexed to this tender.
- 3.3.3** The successful tenderer shall furnish Bond in the form of Bank Guarantee towards the performance of the work as per clause **3.18** of this tender document.
- 3.3.4** If KCCL shall consider itself entitled to any claim under the performance guarantee it shall forthwith so inform the Contractor specifying the default of the Contractor upon which he relies. If the Contractor fails to remedy such default within **20 days** after the receipt of such notice, KCCL shall be entitled to forfeit to the extent of the loss or damage incurred by reason of the default.
- 3.3.5** The Contractor shall proceed with the works in accordance with the decisions, instructions and orders given by KCCL in accordance with the condition of the contract.

### **3.4 ASSIGNMENT**

- 3.4.1** The Contractor shall neither assign his right and interest in the present tender nor assume a fresh partner or partners, or dissolve the partnership existing between him in reference to this contract without the written permission of KCCL.

### **3.5 ADDITIONS AND ALTERATIONS**

**3.5.1** KCCL shall have power and authority to make amendments or additions or alterations or changes in the scope of the work, specification, and give such further instructions and directions as may appear (necessary and proper) to KCCL for guidance of the Contractor for good and efficient execution of the works.

**3.5.2** The Contractor shall receive, obey and bound by the same, according to the true intent and meaning thereof as if the same had been mentioned or referred to in the scope of the work, specification and schedules.

### **3.6 EXECUTION**

The Contractor shall, in consideration of payments to be made to him as hereinafter provided, execute and do the works set forth as described in the scope of the work and specifications, including any amendments.

### **3.7 EXTRAS**

Any extra expenses incurred in connection to the works by KCCL in the performance of the works owing to the neglect or omission on the part of the Contractor in any of the case mentioned in this contract shall be deducted from any sum due or which may thereafter become due to the Contractor or from any amount lying with them or under their control or he may be called upon to pay the amount of such extra expense to such person or persons as KCCL may appoint to receive the same and in the event of the Contractor failing to make such payment, the said amount shall be recoverable from him in such manner as KCCL may determine.

### **3.8 CONTRACT DOCUMENT MUTUALLY EXPLANATORY**

- 3.8.1** The several documents forming the contract are to be taken as mutually explanatory of one another and should anything appear in one that is not described in the other, no advantage shall be taken of any such omission.
- 3.8.2** In case of any discrepancies or inconsistencies however appear, or should any misunderstandings arise as to the meaning and of the specifications or drawings or as to the dimensions or the quality of the materials or proper execution of the works or as to the measurement or quality and valuation of the works executed under this contract or as extra thereupon, the same shall be explained by an authorized representative of KCCL.
- 3.8.3** The explanation of the authorized representative shall be final and binding upon the Contractor and the Contractor shall execute the works according to such explanations, and without extra charge or deductions to/from the prices specified in the bill of quantities and do all such works and things as may be necessary for the proper completion of the work as implied by the specification and drawings, even though such work and things are not specifically shown and described therein.

### **3.9 COMPLETION PERIOD**

All the jobs, as per contract (as briefed below), are to be completed, as agreed mutually from the date of letter of acceptance. However, the Contractor may improve upon the delivery period and supply at the earliest.

- (a) Supply, Installation, Testing, Trial Run & Commissioning of High Speed Automatic Winding Machine.

(b) Furnishing detailed Operation & Maintenance Manual, Spare Parts list, Drawings, Circuit diagram etc. (4 copies).

(c) Any other job, as per the contract.

### **3.10 INSPECTION & TESTS**

**3.10.1** The KCCL or his representative shall have the right to inspect the work being carried out under this contract and to test the system to confirm conformity with the specifications. The KCCL shall notify the Contractor in writing of the identity of the representatives retained for these purposes.

**3.10.2** The tests may be conducted on the premises of the contractor or its sub-contractor (s) at the point of delivery and at the final destination, whether conducted on the premises of the Contractor or its sub-Contractor (s), all reasonable facilities and assistance shall be furnished to the inspector at no discharge to the KCCL.

**3.10.3** Should any tested systems fail to conform to the specification, the KCCL may reject them, and the Contractor shall make suitable alterations with prior approval of KCCL to meet the requirements of the specifications, without any effect on cost of delivery times / project schedules.

**3.10.4** The KCCL's right to inspect, test and where necessary, reject the system shall be in no way limited or waived by reason of the systems having previously been tested and passed by the KCCL or its representatives prior to dispatch of the system.

### **3.11 FINAL ACCEPTANCE**

Upon completion of the work under the contract a meeting shall be held for the purpose of accepting the goods and services. Such meeting shall constitute the Final Acceptance Test under the Contract. In case defects or shortcomings or both which are considered essential, a new meeting shall be convened when the

Contractor has given notice of completion of the corrective work carried out. Otherwise KCCL may accept the system if the defects or shortcomings or both are not considered essential and the Contractor has agreed to carry out the modifications in conformity with this contract.

### **3.12 REJECTION OF DEFECTIVE WORK**

**3.12.1** If the complete unit at site or any portion thereof before being taken over is defective or fail to fulfill the requirements of the contract, KCCL shall give notice to the Contractor setting forth particulars of such defects and the Contractor shall forthwith make the defective supply/plant/ Installation good, or alter the same to make it comply with the requirements of the Contract.

### **3.13 DEFECT LIABILITY PERIOD**

**3.13.1** In this condition the expression 'Defect liability period' shall mean a period of **18 months** calculated from the date of commissioning in accordance with clause **3.9** of Tender Document.

**3.13.2** The Contractor shall be responsible for making good at his expense any defect or damage to any portion of the Works which may appear or occur during the defect liability period without extra cost to KCCL and which arises either:

- a)** From any defective materials, workmanship or Design or
- b)** From any act or omission of the Contractor done or omitted during the said period.

**3.13.3** If any such defect or damages were not remedied within a reasonable time, KCCL may proceed to do the work at the Contractor's risk and expense provided that he does so in a reasonable manner.



### **3.14 TERMS OF PAYMENT**

**3.14.1** Following are the stages of Payment:

#### **A. For goods supplied from outside the Purchaser's country:**

- (a) After signing of the Agreement/Contract and furnishing Bank Guarantee, **20% (Twenty percent)** of the contract price will be paid in advance.
- (b) **80% (Eighty Percent)** of the contract price will be covered within 30 days after signing of the contract by an irrevocable letter of credit (L/C) and payable at sight against documents as under: -
  - 60% payable at sight against shipping documents.
  - 15% payable after satisfactory installation and commissioning.
  - 5% payable on furnishing performance bank guarantee referred in clause 3.18.

#### **B. For goods supplied from the Purchaser's country:**

- (a) After signing of the Agreement/Contract and furnishing Bank Guarantee, **20% (Twenty percent)** of the Contract price will be paid in advance.
- (b) **40% (Forty percent)** of the contract price including all tax upon completion of work of the machinery and inspection by KCCL authorized representative on the premises of the Contractor against Proforma Invoice.
- (c) **35% (Thirty Five percent)** of the contract price after satisfactory installation and commissioning of the machine.

(d) **5% (Five percent)** of the contract price on submission of performance bank guarantee referred in clause 3.18.

**3.15 NO INTEREST ON ACCOUNT OF DELAYED PAYMENTS:**

Any claim for interest will not be entertained by KCCL with respect to any payment or balance which may be in their hands owing to any disputes between themselves and the Contractor or with respect to any delay on the part of KCCL in making payment.

**3.16 WARRANTY**

**3.16.1** The supplier warrants that all the goods are new, unused, and of the most recent or current models, and that they incorporate all recent improvements in design and materials, unless provided otherwise in the contract.

**3.16.2** The supplier further warrants that the goods shall be free from defects arising from any act or omission of the supplier or arising from design, materials, and workmanship, under normal use in the conditions prevailing in the country of final destination.

**3.16.3** The warranty shall remain valid for eighteen (18) months after the goods, or any portion thereof as the case may be, have been delivered to and accepted at the final destination.

**3.16.4** The Purchaser shall give notice to the supplier stating the nature of any such defects together with all available evidence thereof, promptly following the discovery thereof. The Purchaser shall afford all reasonable opportunity for the supplier to inspect such defects.

**3.16.5** Upon receipt of such notice, the supplier shall, within the period specified in the GCC, expeditiously repair or replace the defective Goods or parts thereof, at no cost to the Purchaser.

**3.16.6** If having been notified, the Supplier fails to remedy the defect within the period specified, the Purchaser may proceed to take within a reasonable period such remedial action as may be necessary, at the Supplier's risk and expense and without prejudice to any other rights which the Purchaser may have against the Supplier under the Contract.

### **3.17 COMMISSIONING OF SYSTEM**

**3.17.1** The Tenderer shall complete the whole work such as Supply, Installation, Testing, Trial Run and Commissioning of **High Speed Automatic Winding Machine** with in a period stipulated in clause **3.9** of Tender Document, from the date of issue of Letter of Acceptance.

**3.17.2** Tenderer shall arrange to commission the equipment after due Testing and approval by the representative of KCCL within a minimum period from the date of installation of the equipment at KCCL premises and this period shall be considered within the total completion period stipulated in clause **3.9** of Tender Document. All necessary testing materials, tools, slings etc. required for the testing of the equipment shall be arranged by the Contractor at his own cost & risk. However raw materials required for taking the trial production will have to be arranged by KCCL.

**3.18** Performance bank guarantee bond for supply, installation, testing, and commissioning of High Speed Automatic Winding Machine at KCCL premises.

**3.18.1** Within **21 days** of the receipt of the notification of the Letter of Acceptance from KCCL, the successful Tenderer shall furnish to KCCL, a Bank Guarantee (B.G) for an amount equivalent to **5%** of the price bid, guaranteeing the performance of the contract. In case of B.G, it can be as per the draft Bank Guarantee form at Annex-III of this tender document. The validity of such bond issued, towards

performance of the Contract, shall be 60 days beyond supply, commissioning & guarantee period, with a claim period of 5 months thereafter.

**3.18.2** Failure of the successful Tenderer to submit the required Demand Draft or Bank Guarantee shall constitute sufficient grounds for termination of the Contract.

**3.18.3** In the event of failure of Contractor to ensure the performance of the equipment, during the guarantee period and not responding to the requirement of the situation, as indicated in clause **3.19** of Tender Document, and if KCCL forced to encash the B.G to meet the situation, the Contractor shall revalidate the said guarantee for the suitable period as agreed by KCCL.

**3.19 Forfeiture of Performance Bank Guarantee:**

The Performance Bank Guarantee shall be liable to be forfeited at the option of KCCL, if the Contractor fails to carry out the work or to perform / observe any of the conditions of the Contract. KCCL shall be at liberty to deduct / recover any of their dues from the Performance Bank Guarantee. All compensation or any other sums of money payable by the Contractor to KCCL under the terms of Contract may be deducted from or paid by encashment of a sufficient part of the Performance Bank Guarantee or from any sum due or may become due to the Contractor by KCCL on any account whatsoever and in the event of his Contract Performance bank Guarantee being reduced by reason of any such deduction or encashment as aforesaid, the Contractor shall within twenty-one days thereafter, make good the amount so reduced, in the form of Bank Guarantee in the prescribed format.

**3.20 PACKING AND DOCUMENTS**

**3.20.1** The Supplier shall provide such packing of the Goods as is required to prevent their damage or deterioration during transit to their final

destination, as indicated in the Contract. During transit, the packing shall be sufficient to withstand, without limitation, rough handling and exposure to extreme temperatures, salt and precipitation, and open storage. Packing case size and weights shall take into consideration, where appropriate, the remoteness of the final destination of the Goods and the absence of heavy handling facilities at all points in transit.

**3.20.2** The packing, marking, and documentation within and outside the packages shall comply strictly with such special requirements as shall be expressly provided for in the Contract, including additional requirements, if any, specified in the SCC, and in any other instructions ordered by the Purchaser.

### **3.21 TAXES AND DUTIES**

**3.21.1** For goods supplied from outside the Purchaser's country, the Supplier shall be entirely responsible for all taxes, stamp duties, license fees, and other such levies imposed outside the Purchaser's country.

**3.21.2** For goods supplied from within the Purchaser's country, the Supplier shall be entirely responsible for all taxes, duties, license fees, etc., payable on the contracted Goods to the Purchaser. Details of taxes, duties etc. payable on the goods will have to be clearly indicated in the price bid.

**3.21.3** If any tax exemptions, reductions, allowances or privileges may be available to the Supplier in the Purchaser's Country, the Purchaser shall use its best efforts to enable the Supplier to benefit from any such tax savings to the maximum allowable extent. Exemptions/reductions or privileges available to the Supplier shall be informed to the Purchaser in the Bid documents.

### **3.22 EXTENSION OF COMPLETION PERIOD**

Should the quantum of total work increase due to the additional works or delayed availability of the required materials for the **Commissioning and Testing Machinery** under Force Majeure conditions, where the **supply, installation and Commissioning of High Speed Automatic Winding Machine** would likely to be delayed, the Contractor shall apply to KCCL in writing for suitable extension for completion of entire works within 7 days of knowing the actual causes/ reasons. KCCL shall thereupon consider the stated reasons in the manner deemed necessary and shall either reject the application or determine and allow in writing the extension period as the Company would deem proper for completion of the work, with or without the imposition of “Liquidated Damage” Clause (No. 3.23) on the Contractor and their decision shall be binding on the Contractor. If an extension of completion time is granted by KCCL, the “Liquidated Damage” Clause (No.3.23) shall apply from its date of expiry, if the work is not completed within the extended time.

### **3.23 LIQUIDATED DAMAGES**

**3.23.1** The Contractor has to Manufacture, Supply, Assemble, Erect, Test, Commission and hand over the system within the completion period stipulated in clause 3.9 of Tender Document, from the date of issue of order.

**3.23.2** In the event of failure on the part of the Contractor to commission and hand over the system, for any reason whatsoever, within the stipulated period as mentioned above, **0.5% per week** of total value of the Price Bid for delayed period as Liquidated Damages subject to a maximum amount of **10%** of Price Bid, shall be recovered by KCCL from any stage of payment due to the Contractor.

### **3.24 DEFAULT OF THE CONTRACTOR & TERMINATION**

If the Contractor makes any default or on the happenings of anyone or more of the following events that is to say:

- a) If the Contractor without reasonable cause abandons the Contract or
- b) Suspends the carrying out of the Works for a reasonable time after receiving written notice from KCCL without any lawful excuse or fails to make proper progress with works after receiving written notice from KCCL or
- c) Fails to proceed diligently with the work or
- d) Fails to give KCCL proper facilities for inspection of the works or any part thereof in writing by KCCL demanding the same or
- e) The Contractor has become insolvent or
- f) The Contractor has gone into liquidation or passed the resolution for winding up or
- g) Upon the Contractor making an arrangement with or assignment in favour of his creditor or
- h) Upon his assigning this Contract or
- i) Upon an execution being levied upon the Contractor's goods or
- j) Upon winding up order being passed by the court or a Receiver or Manager is appointed in respect of any of the property of the Contractor or
- k) Possession is taken by or on behalf of any holder of any debentures secured by floating charges of any of the property of the Contractor or

- l) Fails to complete all or any part of the Works during the time specified for completion of the Contract or such extended time as may be granted by KCCL.

KCCL shall have every right to terminate the Contract after issuing 21 days' notice to the Contractor, on his omission or negligence or neglect or default or failure to comply with any of the condition of the Contract.

### **3.25 SETTLEMENT OF DISPUTES**

#### **3.25.1 Amicable Settlement**

If disputes of any kind arises between KCCL and the Contractor in any connection with, or arising out of the Contract or the execution of the Works whether during the execution of the Works or after the completion and whether before or after repudiation or other termination of the Contract, including any dispute as to any opinion, instruction, determination, certificate or valuation of KCCL, ***the matter in dispute shall in the first place be referred in writing to KCCL and an attempt shall first be made by all the parties to settle such dispute amicably***, with a copy to the other party. Such reference shall state that it is made pursuant to this clause.

Provided that, unless the parties otherwise agree, arbitration may be commenced on or after the **sixtieth day** after the day on which notice of intention to commence arbitration of such dispute was given, whether or not any attempt at amicable statement thereof has been made.

### **3.26 DISPUTE & ARBITRATION**

#### **3.26.1 Amicable Settlement:**

No question, dispute or difference arising between the Contractor and the KCCL under the Contract shall be referred to Arbitration



unless an attempt has been made to settle the same amicably, failing which they may proceed with Arbitration.

### **3.26.2 Notice for Arbitration:**

If at any time any question, dispute or difference shall arise between the KCCL and the Contractor in connection with or arising out of the contract or the carrying out the works whether during the progress of the works or after their completion and (whether before or after the termination, abandonment or breach of the contract) which cannot be settled amicably, either party shall, as soon as reasonably practicable, but not earlier than 3 (three months) after a request to settle the dispute amicably has been made to the other party, give to the other party, notice in writing of the existence of such question, dispute or difference specifying the nature and the point at issue, and the same shall be finally settled under Indian Arbitration Act at Kannur, India. The Arbitration Award shall be final and binding on both the parties. The Arbitrator(s) shall give the reason for the award.

### **3.27 FORCE MAJEURE**

If the supply, Commissioning and Testing of equipment is hindered due to force majeure such as war, riots, civil commotion, fire, epidemics, natural calamities, such period shall be exempted from **Liquidated Damages** as mentioned in clause **3.23** of this tender document.

### **3.28 LABOUR LAWS**

The Contractor shall comply with all the provisions of the Labour Laws and the rules and regulations made there under as amended from time to time and as applicable from time to time with regard to the employees to be deployed by the Contractor for Testing, Commissioning and Operation / Maintenance of equipment.

### **3.29 OUTBREAK OF WAR**

If during the currency of the Contract there shall be an outbreak of war (whether war is declared or not) in any part of the world which, whether financially or otherwise, materially affects the execution of the Works, the Contractor shall, unless and until the Contract is terminated under the provision in this clause contained, use his best endeavors to complete the execution of the Works, provided always that either KCCL or the Contractor shall be entitled, at any time after such outbreak of war, to terminate this Contract by giving notice in writing to the other, and upon such notice being given this Contract shall terminate, but without prejudice to the rights of either party in respect of any antecedent breach.

### **3.30 DEFAULT OF KCCL**

In the event of KCCL:

- a) Failing to the Contractor the amount due under the Contract as per stipulated condition or interfering with or obstructing the written approval in this Contract, the Contractor shall be entitled without prejudice to any other rights or remedies to terminate his work under the Contract by giving 21(Twenty-One) days prior notice in writing to KCCL.

### **3.31 WARRANTY**

The Tenderer shall provide details of his warranty program and after sales service capability, and guaranteed response times to requests for technical assistance and spare parts.

### **3.32 APPLICABILITY OF LAWS ON THE CONTRACT**

The contract shall be governed, interpreted, construed and governed by the Laws of India.

### **3.33 INDEMNITY**

The Contractor shall warrant and be deemed to have warranted that all goods supplied against this contract are free from clean of infringement of any patent, copy right or trade mark and shall at all times indemnify the purchaser against all claims which may be made in respect of goods for infringement of any right protected by patent. Registration of design or Trade Mark and shall take all risk of accidents or damage which may cause a failure of the supply from whatever cause arising and the entire responsibility for the sufficiency of all the means used by him for the fulfillment of the Contract.

### **3.34 COUNTER TERMS AND CONDITIONS OF SUPPLIERS**

Where counter terms and conditions / printed or cyclostyled conditions have been offered by the supplier, the same shall not be deemed to have been accepted by the purchaser unless specific written acceptance thereof is obtained.

### **3.35 BANK CHARGES**

While the purchaser shall bear the bank charge payable to his Bankers, the Contractor shall bear the Bank Charges payable to his Bankers.

### **3.36 TRAINING**

The Contractor shall, if required by the purchaser, provide facilities for the practical training to Purchaser's engineering/technical personnel at the manufacturer's plant free of cost (minimum one week). Number of such personnel and terms to be mutually agreed upon.

## 4. SPECIAL CONDITIONS OF CONTRACT

The following Special Conditions of Contract (SCC) shall supplement the General Conditions of Contract (GCC). Whenever there is a conflict, the provisions herein shall prevail over those in the GCC.

- 4.1** The Purchaser's country is **INDIA**
- 4.2** The Purchaser is **Keltron Component Complex Ltd., Kalliasseri P.O, Kannur – 670 562, Kerala, India, represented by Managing Director.**
- 4.3** The Site is **KCCL premises, Keltron Nagar, Kalliasseri P.O, Kannur – 670 562, Kerala, India.**
- 4.4** The version of Incoterms shall be **INCOTERMS 2000**
- 4.5** The language shall be **English**
- 4.6** The individuals or firms in a joint venture, consortium or association shall be jointly and severally liable.
- 4.7** For notices, the Purchaser's address shall be:
- Attention: Mr. K.G. Krishna Kumar, Managing Director.  
Address: Keltron Component Complex Ltd.,  
Kalliaseri P O., Kannur – 670562,  
Country: INDIA.  
Telephone: +91 497 2784408 / 2780831-4 (4 Lines)  
Facsimile number: +91 497 2781055  
Email address: [md@keltroncomp.org](mailto:md@keltroncomp.org)  
[hodmaterials@keltroncomp.org](mailto:hodmaterials@keltroncomp.org)
- 4.8** The governing law shall be the Laws of the State of Kerala, India with amendments from time to time.

**4.9** Any dispute which is not resolved by mutual consultation, arbitration may be commenced.

**4.10** The scope of supply shall be: As per Schedule of Supply. At the time of awarding the contract the purchaser will specify any changes/variations in quantities with respect to Schedule of Supply included in the Bidding Document. Such changes may be due, for instance, if the quantities of Goods and related services are increased or decreased at the time of award of contract.

**4.11** Details of shipping and documents to be furnished by the Supplier shall be:

**For Goods supplied from abroad as per Incoterms FOB:**

Upon shipment, the Supplier shall notify the Purchaser and the Company by e-mail or fax the full details of the shipment, including Contract number, description of Goods, quantity, vessel, bill of lading number and date, port of loading, date of shipment, port of discharge, etc. The Supplier shall send the following documents to the Purchaser, with a copy to the Insurance Company:

- (a) **Three** copies of the Supplier's invoice showing the description of the Goods, quantity, unit price, and total amount;
- (b) Original and **two** copies of the negotiable, clean, on-board Bill of Lading marked "to pay" and **two** copies of non-negotiable bill of lading;
- (c) **Three** copies of the packing list identifying contents of each Package;
- (d) Certificate of Compliance
- (e) Manufacturer's or Supplier's warranty certificate;

- (f) Inspection Certificate, issued by the nominated inspection agency, and the Supplier's factory inspection report; and
- (g) Certificate of Origin.

The Purchaser shall receive the above documents atleast one week before arrival of the Goods at the Port or place of arrival and, if not received, the Supplier will be responsible for any consequent expenses.

**For Goods from within the Purchaser's country as per INCOTERMS – FOB:**

Upon delivery of the Goods to the transporter, the Supplier shall notify the Purchaser and send the following documents to the Purchaser:

- (a) Three copies of the Supplier's invoice showing description of Goods, quantity, unit price, and total amount;
- (b) Delivery note, railway receipt, or truck receipt;
- (c) Manufacturer's or Supplier's warranty certificate;
- (d) Inspection certificate, issued by the nominated inspection agency, and the Supplier's factory inspection report; and
- (e) Certificate of origin.
- (f) Certificate of Compliance

The Purchaser shall receive the above documents at least one week before arrival of the Goods at the port or place of arrival and, if not received, the Supplier Will be responsible for any consequent expenses.

**4.12** The price shall be fixed. No price adjustments shall be made.

**4.13** Terms of payment: Following are the stages of payment:

**A. For Goods supplied from outside the purchaser's country:**

- (i) After signing of the Agreement / Contract and furnishing Bank guarantee, **20% (Twenty percent)** of the Contract price will be paid in advance.
- (ii) **80% (Eighty Percent)** of the Contract Price will be covered within 30 days after signature of the contract by an irrevocable letter of credit (L/C) and payable at sight against shipping documents as under: -
  - 60% payable at sight against shipping documents
  - 15% payable after satisfactory installation and commissioning
  - 5% payable on furnishing performance bank guarantee referred in clause 3.18.

**B. For Goods supplied from the Purchaser's country**

- (i) After signing of the Agreement / Contract and furnishing Bank guarantee, **20 %** of the Contract price will be paid in advance.
- (ii) The Purchaser shall pay **40%** of the Contract Price including all tax against their proforma invoice on completion of the machinery and trial run at manufacturer's premises in the presence of purchaser's representative.
- (iii) Purchaser shall pay **35%** of the Contract Price after satisfactory installation and commissioning of the machine.
- (iv) Purchaser shall pay the balance **5%** on submission of performance bank guarantee referred in clause 3.18

The currencies for payments shall be: **The currency(ies) in which the price has been stated in the successful bid.**

**4.14** Supplier (Bidders within the purchaser’s country) shall quote separately all taxes, duties, etc., payable on the contracted goods to the purchaser.

**4.15** The Supplier shall provide a Performance Security of **5 percent** of the Contract Price. **The Performance Security shall be in proportion to the amount and currencies of the contract price.**

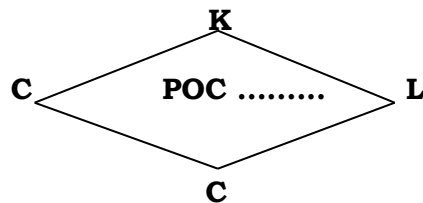
**4.16** The types of acceptable Performance Securities are: **Bank Guarantee or Demand Draft issued by a reputable Bank in the Purchaser’s country or abroad, acceptable to the Purchaser as per the format (Annexure-III).**

**4.17** Discharge of Performance Security shall take place as per clause 3.18.

**4.18** The packing, marking and documentation within and outside the packages shall be: **Marking: The Shipping consignment shall be clearly and indelibly marked with the following particulars:**

**a. Month and Year of manufacture.**

**b. The cases should bear the following shipping marks:**



**c. Contract Agreement / Purchase Order Number**

**4.19** The insurance coverage shall be: **for an amount equal to 110% of the CIF price of the Goods as applicable on “All Risks” basis, including Theft, Fire, Riot, War Risks and Strikes”. Obligation shall remain with purchaser.**



- 4.20** Obligations for transportation of the Goods shall remain with the **contractor for supply from within the country, and shall be FOB basis for supply from outside the country**
- 4.21** Tests and Inspections specified in Schedule of Supply, shall be carried out as per the contract terms.
- 4.22** The liquidated damage shall be: **0.5% of contract price per week or part thereof**
- 4.23** The maximum amount of delay damages shall be: **10% of the contract price.**
- 4.24** The period of validity of the Warranty shall be: **18 months from the date of successful commissioning.**
- 4.25** The Supplier shall correct any defects covered by the Warranty within: **30 days** of being notified by the Purchaser of the occurrence of such defects.
- 4.26** The amount of aggregate liability shall be: **Equal to the Contract Price.**

## 5. TECHNICAL SPECIFICATIONS AND DETAILS OF EQUIPMENTS FOR WHICH OFFER TO BE SUBMITTED

**5.1** Keltron Component Complex Ltd proposes to install plant & machinery in connection with capacity enhancement for manufacture of Metalized Poly Propylene (**MPP Motor Run**) Capacitors at KCCL premises, Keltron Nagar, Kalliasseri P.O, Kannur - 670 562, Kerala, India. For this we invite tenders for the item given in clause 5.3.

**5.2** Scope of supply –

- (a) Supply of machinery as per the Bid document conforming to the intended technical specifications.
- (b) Supply of at least 4 copies of Operation and Maintenance Manual in English and model of the machine. The Operation and Maintenance Manual should contain details on common faults and methods of rectifying the same.
- (c) Supply of Drawings for essential sub-assemblies and mechanical parts.
- (d) Supply of complete circuit diagrams of the machine and sub-assemblies.
- (e) To provide the complete list of Spares for the quoted machines.
- (f) List of critical spares and tool kit included in the Bid Price.
- (g) Training of KCCL technical personnel for the operation and maintenance of the machine for a minimum period of one week at the manufacturer's plant without any extra cost. However, boarding, lodging, to and fro air/train fare of KCCL personnel will be to the Purchaser's account.

- (h) Contractor shall depute their personnel for erection and commissioning of the machine at KCCL premises, Keltron Nagar, Kalliasseri P.O, Kannur - 670 562, Kerala, India, at their cost.
- (i) Raw materials for start-up/pre-commissioning/commissioning required will be provided by the Purchaser subject to providing the list of such materials immediately on signing the contract.

### **5.3 Technical Specification for Automatic MPP Capacitor Winding Machine for Metalized PolyPropylene elements**

High speed Automatic MPP capacitor winding M/C capable of winding 4 or 5 elements in one cycle capable of meeting the capacity requirement for MPP film with minimum width of 25 mm and with burn off facility for single film.

Quantity - 2 Nos

#### **Features Required**

##### **1) Wound Element Requirement**

Diameter of the wound element : 14 to 60 mm  
Length of the wound element : 25 to 75mm

##### **2) M/C output requirement towards MPP Film**

Film Type : Metallized Poly Propylene  
Width of Film : 25mm to 75mm  
Thickness : 3  $\mu$  to 12  $\mu$   
Roll ID : 75mm  
Roll OD : 350mm  
No. of Rolls : 8/10 Nos

##### **3) M/C Requirement towards Wrap Film**

Film Type : Thermosetting PP  
Width of Film : 25mm to 75mm  
Thickness : 12 $\mu$  to 25 $\mu$   
Roll ID : 75mm  
Roll OD : 300mm

#### **4) M/C Requirement of Aluminium Foil for burn off**

No. of Rolls	:	1 Nos
Roll ID	:	40 mm
Roll OD	:	180mm
Thickness	:	20 µm to 60 µm
Width of Film	:	186mm

#### **5) M/C Requirement towards Plastic Core**

Type : Plastic Hexagonal Core:Hex std 6mm

#### **6) M/C Output Requirement**

M/C output: 1000 Nos/Hr. or better

Productivity chart Vs no of turns to be provided

#### **7) Power Requirement**

M/C should be compatible for 400V/3Ø/50HZ requirement.

Consumption in KW to be provided.

#### **8) Air Requirement**

Compressed air pressure requirement in Kg/Cm<sup>2</sup> and air consumption in LTR/MT to be provided

#### **9) Features Required**

1. Burn off facility for single film at the beginning and at the end of the wound cycle.
2. Winding on calculated capacitance.
3. Winding on number of turns

4. Variable film tension and regulation during winding

**10) General Requirement**

1. M/C overall dimension and weight in Kg to be provided.
2. Environmental condition for safe operation of machine to be provided.
3. Details of optional features and advanced features if any to be provided with price for the feature if applicable.

**ANNEXURE**

**6. TENDER FORMS & APPENDIX FORMING PART OF TENDER**

Note:

Tenderers are required to fill up all the blank spaces in this Tender Form

To,

The Managing Director  
Keltron Component Complex Ltd  
Kalliasseri. P.O.  
Kannur – 670 562, India

1. Having examined the Instructions to Tenderers, Conditions of Contract, Specifications and Schedules attached to the Tender with Annexures for the Tender for **“Supply, Installation, Trial Run, Testing and Commissioning of High Speed Automatic Winding Machine”** at KCCL premises, Keltron Nagar, Kalliasseri. P.O, Kannur-670 562, Kerala, India, we the undersigned, offer to execute the work in the area belonging to KCCL in conformity with said conditions of contract, specifications, drawings, etc. at rates for items of work in the schedule of items of work and rates attached herewith.
2. We shall undertake to complete the work as mutually agreed from the date of letter of acceptance/indent.
3. We further undertake, if our tender is accepted, to deposit **within 21 days** from the date of receipt of the letter of acceptance, Bank Guarantees to the **extent of 5 %** (five percent) **of the contract price** in the manner set forth in **clause 3.18** of GCC of this tender document.
4. We further undertake, if our tender is accepted, to enter into and **execute within 15 days** of our being called upon to do so, an

**Agreement** in the form annexed and the conditions of contract with such modifications as are agreed upon.

5. Unless and until a formal agreement is prepared and executed, this tender together with your written acceptance thereof, shall constitute a binding contract between us.
6. We agree to abide by this tender for the period of Six months from the date fixed for receiving the same.
7. We understand that you are not bound to accept the lowest evaluated bid and any other bid that you may receive.

Dated this \_\_\_\_\_ Day of \_\_\_\_\_ in the capacity of \_\_\_\_\_ duly authorized to sign the Tender for and on behalf of

(IN BLOCK CAPITALS)

Signature:

Witness

Address:



**FORM OF AGREEMENT**

THIS AGREEMENT made the \_\_\_\_\_ day of \_\_\_\_\_, 2018,  
between **The Managing Director, Keltron Component Complex Ltd,  
Kalliasseri P.O, Kannur - 670 562, Kerala, India** (hereinafter “the  
Purchaser”), of the one part, and \_\_\_\_\_  
\_\_\_\_\_ of \_\_\_\_\_  
\_\_\_\_\_ (hereinafter “the Supplier”), of the other part:

WHEREAS the Purchaser invited bids for Supply, Installation, Trial run,  
Testing and commissioning of High Speed Automatic Winding Machine and  
has accepted a Bid by the supplier for the supply of those goods in the sum  
of \_\_\_\_\_ (hereinafter “the  
Contract Price”).

NOW THIS AGREEMENT WITNESS AS FOLLOWS:

1. In this Agreement words and expressions shall have the same meanings as are respectively assigned to them in the Contract referred to.
2. The following documents shall be deemed to form and be read and construed as part of this Agreement, viz.:
  - a) The said tender/Bid
  - b) The acceptance of tender/Bid
  - c) Purchase Contract/Purchase Order and conditions thereof.
  - d) The specifications
  - e) The Price, schedule and all other schedules
  - f) The Contractor’s specification and all correspondence by which the Contract is added, amended, varied or modified in any way by mutual consent.

- g) General conditions of contract and special conditions of contract.

This Contract shall prevail over all other Contract documents. In the event of any discrepancy or inconsistency within the Contract documents, then the documents shall prevail in the order listed above.

3. In consideration of the payments to be made by the Purchaser to the Supplier as indicated in this Agreement, the Supplier hereby covenants with the Purchaser to provide the Goods and Related Services and to remedy defects therein in conformity in all respects with the provisions of the Contract.

4. The Purchaser hereby covenants to pay the Supplier in consideration of the provision of the Goods and Related Services and the remedying of defects therein, the Contract Price or such other sum as may become payable under the provisions of the Contract at the times and in the manner prescribed by the Contract.

IN WITNESS whereof the parties hereto have caused this Agreement to be executed in accordance with the laws of \_\_\_\_\_ on the day, month and year indicated above.

Signed by \_\_\_\_\_ (for the Purchaser)

Signed by \_\_\_\_\_ (for the Supplier)

Witness:

1.

2.

**ANNEXURE - III**

**FORM OF BANK GUARANTEE**

1. In consideration of the Managing Director of Keltron Component Complex Ltd incorporated under Company's Act 1956 (hereinafter called "The Company" which expression shall unless excluded by or repugnant to the context or meaning thereof be deemed to include its successors and assigns) has awarded the Contract for "**supply, testing, trial run & commissioning of High Speed Automatic Winding Machine**" and guaranteeing the performance for a period of "60 days beyond supply, commissioning & guarantee period, with a claim period of 5 months thereafter", vide Work Order No. -----, dated ----- (hereinafter called 'the Contract') to M/s.----- having its Regional Office at.....(Name of the Contractor) (hereinafter called the 'Contractor') which expression shall unless excluded by or repugnant to the context or meaning thereof be deemed to include his heirs, executives, administrators, successors and permitted assigns under the terms and conditions of the Contract, made between the Contractors and the Company, the Contractor is bound to submit a performance bank Guarantee of Rs. ----- (Rupees ----- only) to Company, we the ----- (Name of the Bank and address) (hereinafter referred to as 'the Bank') at the request of the Contractors do hereby undertake to pay to the Company an amount not exceeding Rs. ----- (Rupees ----- only) against any loss or damage caused to or suffered or which would be caused to or suffered by the Company by reason of any breach by the Contractors of any of the terms and conditions of the said Contract.

2. We ----- (Bank) do hereby undertake to pay Rs.....as the amounts due and payable under this guarantee without any demur, merely on a demand from the Company stating that the amount claimed is due by way of loss or damage caused to or which would be caused to or suffered by the Company by reason of

the Contractor's failure to perform the said Contract. Any such demand made on the Bank shall be conclusive as regards the amount due and payable by the Bank under this Guarantee. However, our liability under this Guarantee shall be restricted to an amount not exceeding Rs. -----  
----- (Rupees ----- only).

3. We, ----- (Name of the Bank) undertake to pay to the Company any money so demanded notwithstanding any dispute or disputes raised by the Contractor in any suit or proceeding before any court or Tribunal relating thereto, our liability under this present being absolute and unequivocal. The payment so made by us under this bond shall be a valid discharge of our liability for payment there under and the Contractor shall have no claim against us for making such payment.

4. We, -----further agree with the Company that the guarantee herein contained shall remain in full force and effect during the period that would be taken for the performance of the said Contract and it shall continue to be enforceable till all the dues of the Board under or by virtue of the said Contract have been fully paid and its claims satisfied or discharged or till the Chief certified that the terms and conditions of the said Contract have been fully and properly carried out by the said Contractors and accordingly discharge this guarantee. Unless the demand or claim under this guarantee is made on us in writing on or before -----, we shall be discharged from all liabilities under this guarantee thereafter. This Guarantee will remain in force from the date hereof, i.e. till ----- and unless a demand or suit or action to enforce any claim under the guarantee is made within three months from the date of expiry of this guarantee, i.e. on or before -----all your rights under this guarantee shall be forfeited and we shall be relieved and discharged from all liabilities under this guarantee thereafter PROVIDED, that the Bank shall at the request of the Company but at the cost of the Contractors, renew or extend this

guarantee for such further period or periods as the Board may require from time to time.

We, -----(Bank) further agree with the Company that the Board shall have the fullest liberty without our consent and without affecting in any manner our obligations hereunder to vary any of the terms and conditions of the said Contract or to extend the time of performance by the said Contractors from time to time to postpone from any time or from time to time any of the powers exercisable by the Board against the said Contractors and to forbear or enforce any of the terms and conditions relating to the said Contract and we shall not be relieved from our liability by reason of any such variation or extension being granted to the Contractors or for any forbearance, act or omission on the part of the Board or any indulgence shown by the Board to the Contractors or by any such matter or thing whatsoever which under the law relating to sureties would but for this provision, have effect of so relieving us.

This Guarantee will remain valid for the entire period as agreed, even though there happens to be change in the constitution of the bank or that of the Contractor.

We, ----- (Bank) lastly undertake not to revoke this guarantee during its currency except with the previous consent of the Board in writing.

Dated ----- day of -----2018

For (Name of the Bank)

*Seal of The Bank* (Name with Designation)

Signature

**STATEMENT OF DEVIATIONS**

- 1. The following are the particulars for deviations from the requirements of the Technical specifications:**

<b>Clause Ref.</b>	<b>Proposed Deviations</b>	<b>Justification for proposed deviation.</b>

- 2. The following are the particulars for deviations from the requirements to the instructions to Tenderers and Conditions of Contract:**

<b>Clause Ref.</b>	<b>Proposed Deviations</b>	<b>Justification for proposed deviation.</b>

*Signature & Seal of the Tenderer*

- Note- 1. Where there are no deviations, the statement should be returned in duly signed manner with an endorsement indicating no deviations.**

**FINANCIAL DETAILS**

A ANNUAL TURNOVER AS PER AUDITED REPORTS FOR LAST 3 YEARS

COMPANY	GROSS TURNOVER (INR / US \$)	NET PROFIT AFTER TAX (INR / US \$)	NET WORTH* (INR/US \$)
i) 2014-15 or year Ending Dec. 2015			
ii) 2015-16 or year ending Dec. 2016			
iii) 2016-17 or year ending Dec. 2017			

**\* NET WORTH =TOTAL ASSETS – TOTAL LIABILITIES**

B CURRENT ACCOUNTING YEAR

- Turnover as on  
Previous financial year
- COMPANY

INR / US \$ \_\_\_\_\_

C MAIN BANKERS

NAME \_\_\_\_\_

ADDRESS \_\_\_\_\_

PHONE/FAX \_\_\_\_\_

ACCOUNT NO \_\_\_\_\_

IFSC CODE \_\_\_\_\_

SWIFT CODE \_\_\_\_\_

D CREDIT FACILITIES AVAILABLE WITH COMPANY \_\_\_\_\_  
(Banker's letter may be enclosed)

E ENCLOSE LATEST AUDITED REPORT INCLUDING PROFIT & LOSS A/C  
STATEMENT

F ENCLOSE RECENT SOLVENCY CERTIFICATE FROM BANKER  
(APPLICABLE FOR INDIAN BIDDERS)

G DEBT EQUITY RATIO

i) 2014-15 or year ending  
Dec. 2015

ii) 2015-16 or year ending  
Dec. 2016

iii) 2016-17 or year ending  
Dec. 2017

H ENCLOSE LETTER FROM YOUR BANKER/SELF THAT THE FIRM IS  
NOT UNDER LIQUIDATION, COURT RECEIVERSHIP OR SIMILAR  
PROCEEDINGS.



**EXPERIENCE IN SIMILAR WORKS**

The information about experience in similar Works should be submitted in below mentioned format and separate sheets must be used for each reference.

You are advised to furnish details about similar Works so as to meet minimum qualifying criteria as stipulated in the Tender. In support of submitted information, it is very essential to submit copies **of satisfactory work done/ completion certificate issued by Client's during past 5 years**

1.	<b>Client's Name:</b>	
2.	<b>Contract / Order number and Date</b>	
3.	<b>Details of the Machinery with type No:</b>	
4.	<b>Client's Address in full:</b>	
5.	<b>Name of Client's Contact person:</b>	
6.	<b>Client's Telephone Number/s</b>	
7.	<b>Client's fax number</b>	
8.	<b>Contract / Order value</b>	
9.	<b>Completion period as per Contract / Order</b>	
10.	<b>Date of Actual Completion of Contract / Order</b>	
11.	<b>Brief details of Contract/Order</b>	

*Signature & Seal of the Tenderer*

**ANNEXURE - VII**

**APPENDIX TO FORM OF TENDER**

Performance Security	<b>5%</b> (five percent) of the Contract Price rounded to the nearest Rs. 1,000/-
Time of Completion	<b>As mutually agreed</b>
Amount of Liquidated Damage	<b>0.5%</b> of Contract Price per week.
Limit of Liquidated Damage	<b>10%</b> (Ten Percent) of Contract Price.
Defects Liability Period	<b>18 Months</b> from date of Commissioning of machinery

SIGNATURE: -----

FOR AND ON BEHALF OF: -----

DATE: -----

**ANNEXURE - VIII**

**APPENDIX TO FORM OF TENDER**

Terms of Payment	After signing of the Agreement/ Contract, Furnishing and acceptance of Performance Bank Guarantee referred in Clause no. 3.18 of GCC.
------------------	--

The terms of payment shall be:

**Following are the stages of Payment:**

**A. For goods supplied from outside the purchaser's country):**

**(i)** After signing of the Agreement/Contract and furnishing Bank Guarantee, **20% (Twenty percent)** of the Contract price will be paid in advance.

**(ii)** **80% (Eighty Percent)** of the Contract Price will be covered within 30 days after signature of the contract by an irrevocable letter of credit (L/C) and payable at sight against shipping documents as under: -

- 60% payable at sight against shipping documents.
- 15% payable after satisfactory installation and commissioning.
- 5% payable on furnishing performance bank guarantee, referred in clause 3.18 of GCC.

**B. For goods supplied from the purchaser's country:**

i. After signing of the Agreement/Contract and furnishing Bank Guarantee, **20% (Twenty percent)** of the Contract price will be paid in advance.

- ii. **40% (Forty percent)** of the contract price including all tax upon completion of work of the machinery and inspection by KCCL authorized representative on the premises of the Contractor against Proforma Invoice.
- iii. **35% (Thirty Five percent)** of the contract price after satisfactory installation and commissioning of the machine.
- iv. **5% (five percent)** of the contract price on submission of performance Bank guarantee referred in clause 3.18 of GCC.

SIGNATURE \_\_\_\_\_

FOR AND ON BEHALF OF \_\_\_\_\_

DATE \_\_\_\_\_

**PRICE SCHEDULE**

**“Supply, Installation, Testing, Trial Run and commissioning of High Speed Automatic Winding Machine” at KCCL premises, Keltron Nagar, Kalliasseri P.O, Kannur – 670 562, Kerala, India.**

<b>Sl No</b>	<b>Scope of Supply</b>	<b>Qty</b>	<b>Unit Rate Rupees/USD / Euro/ Swiss Franc/ Pound Sterling/ Japanese Yen</b>	<b>Amount (Rs)</b>	<b>Amount in Words</b>
<b>1</b>	<b>2</b>	<b>3</b>	<b>4</b>	<b>5</b>	<b>6</b>
1	High speed Automatic MPP Capacitor Winding M/C capable of winding 4 or 5 elements in one cycle for MPP film width 25mm with burn off facility for single film.	2 Nos			

- (a) Breakup of Taxes and Duties to be shown separately.
- (b) Terms of Price to be FOR/FOB.
- (c) Approximate cost of local transportation to the place of destination (for goods offered from Purchaser’s country) and approximate sea-freight charges up to Chennai Port (for goods offered from outside Purchaser’s country) to be separately shown. If a Bidder fails to provide these costs in his Bid, then the highest cost offered among all the responsive Bids will be added to his Bid price for comparison of Bids.
- (d) Price list (quotation) towards manufacturer recommended spares for the upkeep of the quoted machinery to be provided.

- (e) Cost of installation and commissioning charges included in the Bid price may be indicated.
- (f) A detailed quotation prepared in Company's Letter Head with seal and signature giving the full break up of cost (Basic Price, Applicable Taxes etc.) and general terms and conditions to be enclosed along with the price schedule of the tender documents.**

**FORM OF BANK GUARANTEE**

1. In consideration of the Managing Director of Keltron Component Complex Ltd incorporated under Company's Act 1956 (hereinafter called "The Company" which expression shall unless excluded by or repugnant to the context or meaning thereof be deemed to include its successors and assigns) having allowed M/s..... (herein after referred to as the contractor) to submit tender against Global Tender No. KCCL/CPM099P/016 towards **"supply, testing, trial run & commissioning of High Speed Automatic Winding Machine"** without earnest money according to the conditions of tender notification. We .....

.....

.....

.....

.....

.....

.....

(Hereinafter referred to as the bank) agree with the ..... as follows.

2. We ----- (Bank) do hereby undertake to pay Rs. 70,000 / US \$ 1200 as the amounts due and payable under this guarantee without any demur, merely on a demand from the Company stating that the amount claimed is due by way of loss or damage caused to or which would be caused to or suffered by the Company by reason of the Contractor's failure to comply with the tender terms and conditions. Any such demand made on the Bank shall be conclusive as regards the amount due and payable by the Bank under this Guarantee. However, our liability under this Guarantee shall be restricted to an amount not exceeding Rs. 70,000/US \$ 1200.

3. We, ----- (Name of the Bank) undertake to pay to the Company any money so demanded notwithstanding any dispute or disputes raised by the Contractor in any suit or proceeding before any

court or Tribunal relating thereto, our liability under this present being absolute and unequivocal. The payment so made by us under this bond shall be a valid discharge of our liability for payment there under and the Contractor shall have no claim against us for making such payment.

4. We, -----further agree with the Company that the guarantee herein contained shall remain in full force and effect during the period that would be taken for the performance of the said Tender and it shall continue to be enforceable till all the dues of the Board under or by virtue of the said Tender have been fully paid and its claims satisfied or discharged or till the Chief certified that the terms and conditions of the said Tender have been fully and properly carried out by the said Contractors and accordingly discharge this guarantee. Unless the demand or claim under this guarantee is made on us in writing on or before -----, we shall be discharged from all liabilities under this guarantee thereafter. This Guarantee will remain in force from the date hereof, i.e. till ----- and unless a demand or suit or action to enforce any claim under the guarantee is made within three months from the date of expiry of this guarantee, i.e. on or before -----all your rights under this guarantee shall be forfeited and we shall be relieved and discharged from all liabilities under this guarantee thereafter PROVIDED, that the Bank shall at the request of the Company but at the cost of the Contractors, renew or extend this guarantee for such further period or periods as the Board may require from time to time.

We, -----(Bank) further agree with the Company that the Board shall have the fullest liberty without our consent and without affecting in any manner our obligations hereunder to vary any of the terms and conditions of the said Contract or to extend the time of performance by the said Contractors from time to time to postpone from any time or from time to time any of the powers exercisable by the Board against the said Contractors and to forebear or enforce any of the terms and conditions relating to the said Tender and we shall not be relieved from our liability by reason of any such variation or extension being



granted to the Contractors or for any forbearance, act or omission on the part of the Board or any indulgence shown by the Board to the Contractors or by any such matter or thing whatsoever which under the law relating to sureties would but for this provision, have effect of so relieving us.

This Guarantee will remain valid for the entire period as agreed, even though there happens to be change in the constitution of the bank or that of the Contractor.

We, ----- (Bank) lastly undertake not to revoke this guarantee during its currency except with the previous consent of the Board in writing.

Dated ----- day of -----2018

For (Name of the Bank)

*Seal of The Bank* (Name with Designation)

Signature

**CONTENTS OF BID CHECK LIST**

**Bid No: KCCL/CPM099P/016**

Bidder is requested to fill this Check List and ensure that all details/documents have been furnished as called for in the bidding documents. All the pages of the documents submitted under bid shall be properly numbered in serial, and same shall be reflected in the summary to be submitted as check list to the offer in the following manner for easy identification of the documents during evaluation.

**Please tick the box and ensure compliance.**

Sl. No.	DETAILS OF DOCUMENTS TO BE SUBMITTED		COVER NO.
1.	A covering letter of Bid submission  <b>Submitted</b>	<input type="checkbox"/>	Cover I
2.	Cost of bidding documents in the form of Demand Draft as mentioned in NIT/IFB (Notice Inviting Tender/Invitation for Bids) (applicable to Bidders who have downloaded the Bidding documents from KCCL website)  <b>Submitted</b>	<input type="checkbox"/>	Cover I
3.	<u>Technical proposal submission sheet:</u> 3.1 Technical proposal submission sheet showing conformance to the intended specifications for each machine should be provided. Deviation, if any, should be indicated in Annexure-IV.  <b>Submitted</b>	<input type="checkbox"/>	Cover I

	<p>3.2 Bank Guarantee towards Earnest Money Deposit as per ANNEXURE – X. Detailed scope of supply, terms of price, delivery, payment terms, warranty/guarantee, training, installation &amp; commissioning, details of essential spares and tools supplied along with machinery free of cost, details of one-year maintenance spares etc to be given separately.</p> <p style="text-align: center;"><b>Submitted</b></p>	<input type="checkbox"/>	Cover I
4.	<p>Tender document (Annexure I)</p> <p style="text-align: center;"><b>Submitted</b></p>	<input type="checkbox"/>	Cover I
5.	<p>Statement of deviation (Annexure IV)</p> <p style="text-align: center;"><b>Submitted</b></p>	<input type="checkbox"/>	Cover I
6.	<p>Complete technical literature/leaflet/technical catalogue of the offered models of machine.</p> <p style="text-align: center;"><b>Submitted</b></p>	<input type="checkbox"/>	Cover I
7.	<p>Brief Profile of the Bidder</p> <p style="text-align: center;"><b>Submitted</b></p>	<input type="checkbox"/>	Cover I
8.	<p>Industrial Licence/firm registration certificate/GST Registration certificate/ Chamber of Commerce Certificate or similar Certificate issued by the appropriate authority.</p> <p style="text-align: center;"><b>Submitted</b></p>	<input type="checkbox"/>	Cover I

9.	Past experience details of similar work (Annexure VI)	<input type="checkbox"/>	Cover I
	<b>Submitted</b>		
10.	Financial details statement (Annexure V) with supporting documents	<input type="checkbox"/>	Cover I
	<b>Submitted</b>		
11.	Payment Terms (Annexure VIII)	<input type="checkbox"/>	Cover I
	<b>Submitted</b>		
12.	Performance Security (Annexure VII)	<input type="checkbox"/>	Cover I
	<b>Submitted</b>		
13.	Price Schedule (Annexure IX) and separate detailed quotation, Proforma Invoice towards offered machinery, one-year maintenance spares and Annual Maintenance Contract offer, if any.	<input type="checkbox"/>	Cover II
	<b>Submitted</b>		
14.	Acknowledgement-cum-consent letter duly completed.	<input type="checkbox"/>	Cover I
	<b>Submitted</b>		
15	This Check List duly filled, signed and stamped	<input type="checkbox"/>	Cover I
	<b>Submitted</b>		

Stamp & Signature of the Bidder

**Proforma for Acknowledgement-cum-Consent Letter**  
**(To be submitted in letter-head)**

Date:

To  
Keltron Component Complex Ltd  
Keltron Nagar  
Kalliasseri P.O.  
Kannur – 670 562  
Kerala, India.  
Attn: Mr. K.G. Krishna Kumar, Managing Director

Dear Sir,

Sub: Supply, Installation, Testing, Trial Run and Commissioning of High  
Speed Automatic Winding Machine.

Ref: Bidding Document No. KCCL/CPM099P/016

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We hereby acknowledge receipt of a complete set of Bidding Document along with enclosures for subject works for our use in preparing the Bid.

We undertake that the contents of the above Bidding Documents shall be kept confidential and further that the specifications, drawings and documents shall not be transferred and that the said documents are to be used only for the purpose for which they are intended.

A) We intend to bid as requested for the subject works and furnish following details: -

(i) POSTAL ADDRESS : \_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

(ii) TELEPHONE NUMBER : \_\_\_\_\_

(iii) MOBILE NUMBER : \_\_\_\_\_

(iv) TELEFAX NUMBER : \_\_\_\_\_

(v) E-MAIL ADDRESS : \_\_\_\_\_

(vi) CONTACT PERSON : \_\_\_\_\_

B) We are unable to bid for the reasons given below and we are returning back the entire set of Bidding documents.

Reasons for non-submission of Bid

\_\_\_\_\_  
\_\_\_\_\_

NOTE: Bidder is requested to furnish the details mentioned at (A) and (B) immediately after receipt / downloading of Bidding Document.

(SIGNATURE OF BIDDER)