



KERALA STATE TEXTILE CORPORATION LIMITED

“Annapoorna”, Kochar Road, Sasthamangalam,
Thiruvananthapuram – 695010.
Phone: 0471-2726295, Telefax:0471-2726240.
E-mail tech@kstcl.org Website: www.kstcl.org

Tender Notice No. KSTC/TECH/UD/2010-11/2007 dt. 05 AUG 10

Issue of Tender Document

This tender document is Downloaded by _____ :

Bidder's Name _____ :

Bidder's Address _____ :

Telephone No. _____ :

Fax & E-mail No. _____ :

Issued by:

Managing Director
Kerala State Textile Corporation Limited
“Annapoorna”,
Kochar Road, Sasthamangalam,
Thiruvananthapuram – 695010.

1.0**BID SYNOPSIS**

1. Tender No. : KSTC/TECH/2010-11/2007 dt. 05 AUG 10
2. Name & address of Client : Managing Director
Kerala State Textile Corporation Limited
"Annapoorna",
Kochar Road, Sasthamangalam,
Thiruvananthapuram – 695010.
3. Name of Project : Uduma OE Spg. Project
4. Place of work : Uduma, Kasargod Dist.
5. Scope of work : Design, manufacture, inspection, testing, packing,
transportation and delivery of Textile Machineries to
the above Mills
6. Type of tender : Item rate basis
7. Completion Period : Three calendar months
8. Date of Downloading of Tender documents : **07 AUG 10 to 18 AUG 10 at 17.00 Hrs.**
9. Tender document issuing authority : Managing Director
Kerala State Textile Corporation Limited
"Annapoorna",
Kochar Road, Sasthamangalam,
Thiruvananthapuram – 695010.
10. EMD : The bidder should be submitted Tender documents
with EMD by DD in favour of Kerala State Textile
Corporation Limited, Thiruvananthapuram
11. Last date of Receipt of Tender : **19 JUN 10 at 11.00 Hrs.**
12. Date & Time of Tender opening : **19 JUN 10 at 14.30 Hrs.**
13. Tender receiving authority : Managing Director
Kerala State Textile Corporation Limited
Regd. Office; "Annapoorna",
Kochar Road, Sasthamangalam,
Thiruvananthapuram – 695010.
14. Bid Validity period : 90 days
15. Defects liability period : 12 Months from commissioning
16. Qualification of Contractors : The bidder should be a supplier or approved dealer,
should have supplied at least three similar items
during last 12 months to reputed companies. In the
case of approved dealers, experience of dealer or
original equipment manufacturer will be considered.

PROJECT SYNOPSIS

1.0	Client	Managing Director Kerala State Textile Corporation Limited “Annapoorna”, Kochar Road, Sasthamangalam, Thiruvananthapuram – 695010. Phone No.0471 2726295, Fax : 0471 2726240. E-mail tech@kstcl.org ; tsm@kstcl.org Website: www.kstcl.org
2.0	Name of Unit	Uduma OE Spg. Mills
3.0	Location	Uduma, Kasargod
4.0	Nearest Railway station	Kasargod
5.0	Nearest Airport	Mangalapuram
6.0	Accessibility	Site is accessible by road

Tender Notice No. KSTC/TECH/UD/2010-11/2007 dt. 05 AUG 10

Projects 2010-Machinery Requirement

Particulars	UoM	Uduma OE Spg. Mills	Total	EMD (INR)	Cost of Tender Form (INR) Including KVAT
Open-End Spinning Frames	No.				
360 rotors	Per Frame	2	2	3,05,000.00	3,051.00

Uduma OE Spg. Mills, Uduma, Kasargod Dist

- a. Capacity: 720 Rotors
- b. Process envisaged: Blend Spinning
- c. Product mix : 14s P/C

- No. of machinery given in the tender is indicative based on the Spin Plan developed by our in-house resource cell. However we are also flexible in looking at your Spin Plan based on technological/process capability of Spin Plan.
- All machinery should be Latest/2nd Latest technology of reputed manufacturers with standard spares and accessories.
- Any special attachment to the machine should be quoted separately as 'Option'.
- Before submitting the tender, you are expected to visit the site /Unit at the said address.
- You are also expected to attach tentative process machine layout along with the technical bid of the tender.
- As the Project has to be implemented with concrete fund escalation clause of price is not applicable (the project is planned to be completed by Dec. 10)
- As we intend to commission the project by mid Dec. 10, you are expected to deliver the m/c(s) should start by Oct 2010 and be completed by end Nov. 10

2.02 Tender form can be down loaded from our website. The cost of Tender documents (Inclu: of KVAT) shall be submitted by DD along with tender form. The tender received without tender form cost and EMD will not be entertained. For further details contact Asst. Manager (Technical) KSTC Ltd.

Tender shall be submitted in the following manner, in separately sealed envelopes duly super scribed "Envelope-1: Technical Bid" with format for qualification of contractors duly filled with all supporting documents with EMD", "Envelope-2: Price Bid". These two envelopes shall be again put together in one common envelope and sealed. This sealed cover shall be addressed to the **Managing Director, Kerala State Textile Corporation Limited, "Annapoorna", Kochar Road, Sasthamangalam, Thiruvananthapuram – 695010.** and shall be superscribed as "KSTC/TECH/UD/2010-11/2007 dt. 05 AUG 10." For the "Supply of Open End Spinning Machine for the Project 2010." Tenders shall be received up to 19 AUG 10 at 11.00 Hrs. The Price Bid will be opened at in the presence of bidders or their authorized representatives who are present. The date of Price bid opening as specified in the Bid Synopsis

2.03 Eligibility criteria:

- i) The bidder should be a supplier or approved dealer should have supplied at least three similar items during last 12 months to reputed companies. In the case of approved dealers, the experience of dealer or the original equipment manufacturer will be considered. Copies of Purchase order and completion certificate to be furnished to support this.
- ii) Adequate after sales service & details to be produced.
- iii) Quote should be in Indian Rupees
- iv) Evaluation of qualification will be strictly based on the details furnished in the format provided in the tender. Copies of testimonials and other documentary evidence must be submitted along with the bid for evaluation and confirmation of qualifying requirements. Bids of those bidders who, in the opinion of the Client do not satisfy the above requirements will not be considered.

2.04 Kerala State Textile Corporation Limited shall have no responsibility for any delay or non receipt of tender documents sent by post or courier. Telex/Telegraphic/Tele-fax/e-mail offers will not be accepted. Kerala State Textile Corporation Limited reserves the right to accept or reject any or all tenders without assigning any reason what so ever.

2.05.01 After the public opening of the tenders, the information relating to the examination, clarification, evaluation and comparison of tenders and recommendations concerning the award of contract shall not be disclosed to the bidder and other persons not officially concerned with such process.

.02 Subject to the CLIENT's (KSTC Ltd.) right to accept any tender and reject any or all tenders; the CLIENT will award the contract to the bidder whose bid has been determined to be substantially responsive and who has offered the lowest Evaluated Tender Price provided further that the bidder has the capability and resources to carry out the contract effectively.

- .03 Prior to the expiry of the period of validity of the tender the Kerala State Textile Corporation Limited will notify the successful bidder in writing by registered letter that his tender has been accepted. This letter (herein after referred as letter of acceptance) shall name the sum, which Kerala State Textile Corporation Limited will pay to the contractor in consideration of the execution, completion, operation, maintenance and guarantee of the work by the contractor as specified by the contract (hereinafter called the contract price). This letter of acceptance will constitute the formation of a contract.
- .04 If the bidder fails to execute the Agreement as stated above within the specified period, fresh tenders called for or tender of the next lowest bidder will be considered.
- 2.06 Tenders not properly filled, mutilated with incorrect calculations or generally not complying with the conditions are likely to be rejected.
- 2.07 If the tender is made by an individual it shall be signed with his full name and his complete address shall be given. If it is made by partnership firm it shall be signed with the co-partnership name by a member of the firm who shall sign his own name and give the name and address of each partner of the firm and attach a copy of 'Power of Attorney' with the tender authorizing him to sign on behalf of the other partners. A certified copy of the 'Registered Partnership Deed' shall also be submitted along with the tender. The tender should be in a sealed cover.
- 2.08 Unsuccessful bidders the EMD will be returned.
- 2.09 **PERIOD OF VALIDITY**
The tender shall remain valid for acceptance for a period of 90 days from the date of submission of the tenders.
- 2.10 **ALL INCLUSIVE RATES**
The contractor's rate must be firm and include the cost of transportation of material to the site, all taxes such as Sales Tax/VAT, Excise duty, octroi, insurance charges, etc. The rates quoted by the contractor shall be firm throughout the contract period and there shall be no upward revision of the rates quoted by the contractor for any reasons whatsoever. It should be clearly understood that any claims for extra Sales Tax/VAT, Excise duty, construction tax or any additional tax etc., shall not be entertained in any case whatsoever once the tenders are opened.
- 2.11 **DEFECTS LIABILITY PERIOD**
Any defect developed within the 'Defect Liability Period' of Twelve months from the date of successful commissioning will have to be rectified by the Supplier at their own cost. In case the defects are not rectified by the Supplier, Kerala State Textile Corporation Ltd. or their representative shall get the work done at the risk and cost of the Supplier.
- 2.12 **DELAYS IN COMMENCEMENT**
The contractor shall not be entitled to any compensation for any loss suffered by him on account of delays in commencing or executing the work, whatever the cause for such delays may be including delays in procuring Government Controlled or other materials.
- 2.13 **PERIOD OF COMPLETION**
Time is the essence of this contract. The completion period shall be 3 months. Commencement of the work shall be considered from the date of letter of acceptance/Work order.

The contractor shall draw a detailed schedule of programme in the form of PERT CHART and a BAR CHART of the whole work within seven days of award of work and submit to the Trivandrum Spinning Mills Ltd. for their approval and adoption for project management. The above schedule/chart shall take into consideration of meeting the mile stone within the specified time as given below.

2.14 **PENALTY FOR DELAY**

If the Contractor fails to complete the work within the period of completion or within any extended time allowed, the Supplier shall pay the client an amount equivalent to 1% of value of the unfinished work for every week of delay or part thereof subject to a maximum of 10% of contract value as liquidated damages.

2.15 **INSURANCE**

All insurances including transit insurance shall be in the scope of the Contractor or Supplier. The contractor has to take appropriate insurance cover for the damages which may arise during loading, transit, unloading, etc. till the successful supply of equipment as applicable.

This notice-inviting Tender will form part of the tender document and the agreement executed by the successful bidder.

I/We hereby declare that I/we have read and understood the above instructions and the terms and conditions mentioned above are binding on me/us.

Date :

SIGNATURE OF THE BIDDER

Managing Director
Kerala State Textile Corporation Limited
Regd. Office; "Annapoorna",
Kochar Road, Sasthamangalam,
Thiruvananthapuram – 695010.
Phone No.0471 2726295, Fax : 0471 2726240.

3.0 INSTRUCTIONS TO BIDDERS

3.1 General

Tenders are invited for the work mentioned in the Invitation to Tender.

3.2 Location

The place of work is indicated in the Invitation to Tender

3.3 Scope of the contract

3.3.1 Design, manufacture, inspection, testing, packing, loading, transportation and delivery of Textile Machineries including all required accessories and spares at the said unit of Kerala State Textile Corporation Limited

3.3.2 Supplier shall provide all commissioning spares for erection and commissioning of the equipment at their cost.

3.3.3 Suppliers shall provide supervision for erection and commissioning activities of the plant/equipment at site. Supplier shall arrange an experienced Service Engineer for erection and commissioning activities.

3.3.4 Supplier shall submit list of spares for 2 years with their rate in a separate cover along with Technical Bid.

3.4 The Bidder

3.4.1 The bidder should have supplied at least 3 similar items during the last 12 months to reputed companies and documented proof may be submitted along with the tender. Partnership firms shall furnish full names of all partners in the tender. It may, however, be signed in the partnership name by one of the partners or by a duly authorized representative, followed by the name and designation of the persons signing. Tenders by Corporations shall be signed in the name of the Corporation by a person duly authorized to do so. In case an authorized representative, with a power of attorney, signs it, the power of attorney also should be enclosed. A copy of the constitution of the firm with names of partners shall be furnished.

3.4.2 Documents establishing bidder's eligibility and qualifications

The bidder shall furnish as part of its bid, documents establishing the bidder's eligibility to bid and its qualifications to perform the contract. The bidder shall also give other information required in the format attached to the tender document such as:

3.4.2.1 Details of experience and past performance of similar work within the last 12 months and details of current contracts in hand and other commitments.

3.4.2.2 Proof and details of after sales services.

3.5 Method of Tendering price

3.5.1 The Bidder shall carefully and fully study the Tender documents, before preparing and submitting the Tender.

It will be deemed that the Bidder has thoroughly studied and obtained all clarifications and all relevant details regarding prices and provisions necessary for successfully carrying out the work as per the tender documents. No claim/objections will be entertained at a later date on account of lack of clarity / misinterpretation of any data.

3.5.2 Rates

3.5.2.1 The rates quoted shall be deemed to be for the supply of machines at the said units of Kerala State Textile Corporation Limited to be measured at site. The rates shall also be firm and shall not be subject to exchange variations, labour conditions, fluctuation in freight or any condition whatsoever provided firm order is placed within the validity period. Quotations should be clear in all respects and those with vague clauses like "subject to prior sale," etc. shall be summarily rejected.

Bidders must include in their rates the following:

3.5.2.2 Excise duty, VAT, packing and forwarding charges, loading, freight, insurance, octroi, and any other tax and duty or other levies if applicable. The total price indicated shall be for delivery at site. No claim in respect of sales tax including excise duty, octroi, insurance or any other tax, duty or levy, whether existing or future will be entertained.

3.5.2.3 Preparation of necessary drawings, calculations, interaction and follow up with statutory authorities for their approval, necessary arrangements for testing including load testing, relay testing, safety settings, etc.

3.5.2.4 Supply of all materials and accessories required to make the work covered by the scope indicated complete in all respects, even in cases where such items are not specifically mentioned, it shall be done as per the schedule of work and general conditions of contract and to meet the statutory requirements. The prices of all such miscellaneous items shall be included in the cost of work to be quoted.

3.5.2.5 The quotations shall be based on the scope of work. The items of supply shall be clearly indicated. The make of the items offered shall be furnished. The names of the proposed manufacturers of every item of equipment, which is not in their own manufacture, are to be stated at the time of quoting.

3.6 Submission of Tender

The bidding document duly filled in by the bidder and should be submitted in the following manner, in separately sealed envelopes duly super scribed "Envelope-1: Technical Bid with format for qualification of contractors duly filled with all supporting documents, list of spares for 2 years with rate, technical specification, data sheet, catalogue, drawings etc. of the plant/equipment, DD of Tender form Cost and EMD" and "Envelope-2:Price Bid ". These two envelopes shall be again put together in one common envelope and sealed.

This sealed cover shall be addressed to the **Managing Director, Kerala State Textile Corporation Ltd., "Annapoorna" Kochar Road, Sasthamangalam, Thiruvananthapuram – 695010.** and shall be super scribed as "Tender No. KSTC/TECH/UD/2010-11/2007 dt. 05 AUG 10 for the "Supply of Open End Spinning Machine for Uduma Open End Spinning Mill, one of the unit of Kerala State Textile Corporation Ltd." Details of documents that should be enclosed in each envelope is given below:

Envelope-1:

- i) Technical Bid with format for qualification duly filled in and the document signed and sealed as required.
- ii) Detailed technical specification, data sheet, catalogue, drawings, etc. of equipment/machines.
- iii) List of spares for 2 years with rate for each equipment.
- 1v) EMD by DD in favour of M/s. Kerala State Textile Corporation Ltd. Payable at Thiruvananthapuram
- v) Receipt of Tender form cost/DD in favour of Kerala State Textile Corporation Ltd.

Supporting documents for qualification shall be enclosed in this envelope. All Technical/other details shall be submitted.

Envelope-2: PRICE BID

This part shall contain only 'Summary of Bidders Prices' duly filled in. It may be noted that the sealed envelope containing this part shall contain only prices and no conditions whatsoever. Any conditions given in this part shall not be considered, and shall render the tender liable for rejection.

Note:-

Tenders not containing above information strictly in the required manner are liable for rejection.

On the due date of submission of tenders, 'Envelope-1' (Technical Bid & EMD with format for qualification) shall be opened. Envelope-2 (Price Bid) of the qualified and technically and commercially acceptable bidders shall be opened on the specified date in the presence of the bidders those who are present at that time.

3.7 Delivery schedule

Delivery schedule of each equipment has to be submitted along with the tender for monitoring the progress of work.

3.8 Guarantee/Warranty

3.8.1 All the items of equipment and installations shall be guaranteed to be free from defective workmanship or materials for a period as mentioned at Sl.No.15 in Bid Synopsis, from the date of commissioning and handing over. The Contractor at his own cost shall rectify any defect that may appear during this period.

3.8.2 During this period, the contractor shall without any extra cost, carry out all routine and special maintenance of the work executed by him and attend to any difficulties and defects that may arise in the operation.

3.8.3 The Contractor shall associate with himself during the erection and guarantee/warranty period, the Client's maintenance staff to familiarize them with the operation and maintenance of the installations.

3.9 Tender Document

3.9.1 Tender form can be downloaded from our Website. The cost of Tender documents shall be submitted by DD along with Tender Form. The tender received without Tender Form cost and EMD will not be entertained. If any part of the Tender document is missing or not duly filled in, the Tender may be rejected. Rates shall be quoted in figures and words. Erasures and alterations shall be avoided. Where unavoidable, these shall be neatly scored out and correct figures re-written under the initials of the Bidder. If there is any discrepancy between the rates quoted in words and figures, those quoted in words shall be treated as correct. Where alternative items are included in the Tender, only rates shall be quoted. Amounts shall not be included against these items.

3.9.2 The Tender shall be signed by persons legally authorized for the purpose and if required, proof of such authorization shall be furnished by the Bidder.

3.9.3 All pages of Tender document and all the drawings are to be signed in full with seal.

3.9.5 Validity

The rates quoted shall be valid for a period as mentioned at Sl.No.15 in Bid Synopsis, from the date of opening of the Tender.

3.10 Deviations

If there is any deviations from the details furnished in the Tender document, the same shall be specifically and clearly mentioned in the space provided in the Tender documents. Deviations furnished anywhere else in the Tender will not be considered.

3.11 Evaluation of Bids

Prior to the detailed evaluation, the Kerala State Textile Corporation Ltd. will determine the substantial responsiveness of each bid to the Tender document. For purposes of these clauses, a substantially responsive bid is one, which conforms to all the terms, and conditions of the Tender document without any deviations.

3.12 Right to reject any Tender

Kerala State Textile Corporation Ltd. does not bind itself to accept the lowest tender, and reserves to itself the authority to reject any or all tenders received without assigning any reason whatsoever. The work may be split up or accepted in part, if considered expedient.

INSTRUCTIONS FOR FILLING THE TENDER FORM

1. In this tender item specifications are given in the following sections:

- A. TECHNICAL SPECIFICATIONS
- B. SCHEDULE OF REQUIREMENTS WITH RATES
with Unit Rate Specifications

Technical specifications are the general instructions for carrying out the works.

2. Unit rate specifications are the descriptions of items for which unit rates are to be worked out by the bidder by considering all tender information.

The rate has to be entered by a single entry in front of the schedule both in words and in figures.

3. The contractor should certify that he has studied the works at site and acquainted himself with the position with regard to constructions, materials and labour required for the work.

4. The rates should be quoted in decimal coinage system.

5. Certified copies of Registration Certificate, Partnership Deed and Power of Attorney or Articles of Agreement in case of Limited companies will have to be furnished for considering the acceptance of the tender.

6. Should the contractor notice any discrepancy or error in the statement made, or quantities or units shown against items, he shall immediately bring it to the notice of the Kerala State Textile Corporation Ltd. and obtain the clarification before submitting the tender. The tender shall be based on such clarifications received and shall be recorded as such in the covering letter to the contractor to execute the work according to the statement made for quantities or units shown in the tender, without any compensation.

7. The Contractor should put the signature with seal on all pages of the tender documents.

I/We have carefully read the above said instructions and shall comply with the same.

Signature of the Supplier/Manufacturer.

Place:

Date :

Managing Director
Kerala State Textile Corporation Limited
"Annapoorna",
Kochar Road, Sasthamangalam,
Thiruvananthapuram – 695010.

Tender Doc. No. KSTC/TECH/UD/2010-11/2007 dt. 05 AUG 10
(To be typed in the letter head of the Contractor)

TENDER FORM

To

Managing Director
Kerala State Textile Corporation Limited
"Annapoorna",
Kochar Road, Sasthamangalam,
Thiruvananthapuram – 695010.

Dear Sirs,

Sub: TENDER FOR SUPPLY OF OPEN END SPG. MACHINE for UDUMA OPEN END SPG.
MILL of the Unit of KERALA STATE TEXTILE CORPORATION LIMITED.

With reference to the tender invited by you for the above proposed, I/We do hereby Tender for this after having:

- a) Examined the details, specification, schedule of quantities, instructions to tenders, agreement and the conditions of contract annexed thereto (hereinafter called the Contract Documents) relating to work..
- b) Acquired the requisite information on all prevailing factors affecting the tender.

I/We undersigned hereby offer to complete the proposed work in strict accordance with the Contract document for the consideration to be calculated in terms of the priced schedule of quantities.

I/We have noted that time is the essence of the contract and undertake to complete the whole of the works as per the attached a schedule from the date of issue of an intimation by you that our tender has been accepted and upon receiving possession of site. I/We further undertake that on failure subject to the conditions of the contract relating to extension of time, I/We are willing to pay the agreed Liquidate Damages/Penalty for the period during which the work remains incomplete beyond the due date of completion.

Further we undertake the works which will be entrusted to us in the most workmen like manner within the stipulated completion period. If our Tender is found acceptance we agree to enter into a contract as specified by you within one week of this receipt of intimation of acceptance of our tender.

Our Bankers are:

1.....

2.....

Place:

Date :

Signature of bidder

Name of the partners of the firm

OR

Name of the person having power of
Attorney to sign the contract.

**FORMAT FOR QUALIFICATION OF CONTRACTORS FOR THE
SUPPLY OF OPEN END SPINNING MACHINE AT THE SAID UNIT OF KERALA
STATE TEXTILE CORPORATION LIMITED, "ANNAPOORNA",
SASTHAMANGALAM, THIRUVANANTHAPURAM – 695010.**

**NAME OF WORK: SUPPLY OF OPEN END SPINNING MACHINE FOR UDUMA
OPEN END SPINNING MILL AT THE SAID UNITS OF
KERALA STATE TEXTILE CORPORATION LIMITED,
"ANNAPOORNA", SASTHAMANGALAM,
THIRUVANANTHAPURAM – 695010.**

A. 1. NAME OF CONTRACTOR/FIRM/:
COMPANY

2. POSTAL ADDRESS :

3. TELEPHONE : Off:
Res:

4. TELEX/FAX :

5. Email. Id :

B. DETAILS OF THE CONTRACTOR:

1. PROPRIETARY FIRM :

2. PARTNERSHIP FIRM :

3. COMPANY - PRIVATE LTD :

4. COMPANY - PUBLIC LTD :

5. DETAILS OF PROPRIETOR/
PARTNERS/DIRECTORS :
(Attach additional sheets if required)

.....
.....
.....
.....
.....

6. DATE OF REGISTRATION OF
FIRM/COMPANY :

SIGNATURE OF BIDDER

Attach copies of registration of Firm/Company, details of
Proprietor/Partners/Directors.

7. AUTHORISATION FROM MANUFACTURER/DETAILS OF DEALERSHIP OF THE FIRM

.....
.....
.....
.....

Validity Details:

.....
.....
.....

Note: Supporting documents shall be submitted

8. DESCRIPTION OF FACILITIES OF SUPPLIER/DEALER OR MANUFACTURER (Use additional sheets wherever required)

1. In-house design facilities :.....

2. Quality control/testing facilities :.....
(Attach details)

3. Approval of Shops by Third Party..... :.....
Inspection Agencies
(Specify the Agency)

4. Whether certified under :.....
ISO 9000/14000?
(If yes, attach copies of certification)

5. After sales service facilities :.....

6. Details of service engineer :.....

9. DETAILS OF AFTER SALES SERVICES

.....
.....
.....
.....
.....

SIGNATURE OF BIDDER

C.

DETAILS OF EXPERIENCE

DETAILS OF THREE SIMILAR ITEMS SUPPLIED BY THE CONTRACTOR DURING THE LAST 12 CALENDER MONTHS.						
Sl.No	Full particulars of work carried out by the Bidder	Value of contract	Completion time as stated in Tender (Months)	Actual completion time(months) with date of commencement of work.	Year of completion	Name & postal address of client with Telex/Telephone No. Email.Id

SIGNATURE OF BIDDER.

D.

CONCURRENT COMMITMENTS

Sl.No.	Full postal address of client & Name of Officer- in- Charge with telex/telephone No. Email.Id	Description of the work.	Value of Contract	Date of commencement of work.	Scheduled completion period (months)	% Completion as on date	Expected date of completion	Remarks If any.

Certified that the above information is correct.

Signature of the Bidder

E. DETAILS OF STAFF AVAILABLE FOR THE PROPOSED WORK

Sl. No.	Staffs	Experience in years	No. of persons

I/We hereby certify that the details given above are correct to the best of my/our knowledge. I/We have no objection for M/s. Kerala State Textile Corporation Limited in contacting our clients for Reference.

Signature
Name :
Designation :

Place:
Date :

SIGNATURE OF BIDDER

F.

DATA SHEET

(Relied for Qualification for Similar Works)

1.	Name and address of client	:	
2.	Name of the project for which the work was carried out	:	
3.	No. and date of work order	:	
4.	Contract value	:	
5.	Time of completion as per agreement	:	
6.	Actual date of completion	:	
7.	Details of scheme component wise	:	
8.	Details of certificates of satisfactory completion from the client attached	:	

Note: (1) Attach (a) Copies of work order and (b) Certificate of satisfactory completion from client without which the data sheet will not be evaluated and the tender will be treated as non-responsive and will be summarily rejected.
(2) Attach additional sheets if required

GENERAL CONDITIONS OF CONTRACT

- 4.01.00 In the contract (as hereinafter defined) the following words and expressions shall have the meaning hereby assigned to them except where the contract otherwise requires.
- 4.01.01 The Client shall mean Kerala State Textile Corporation Limited or their officers or representatives duly authorized to deal with any matter regarding this work on its behalf.
- 4.01.02 The "Contractor" or "Supplier" shall mean person or persons, firm or company whose tender has been accepted by Kerala State Textile Corporation Limited and includes the contractor's legal representatives, successors and permitted assigns.
- 4.01.03 Bidder/ Bidder shall mean person, firm or corporation who has submitted a tender against invitation to tender and shall include his legal representatives, successors and assignees.
- 4.01.04 "Tender" shall mean the tender submitted by the contractor for acceptance by Kerala State Textile Corporation Limited
- 4.01.05 The "work" shall mean and include all works to be executed in accordance with the contract or part hereof as the case may be and shall include all extras, additional, altered or substituted works required for the purpose of the contract.
- 4.01.06 The "Contract" shall mean the agreement between Trivandrum Spinning Mills Limited and the contractor for the execution of the work including therein all documents such as the invitation to tender, Tender Form, conditions of contract, specification, schedule of quantities, special conditions letter of acceptance, Agreed variation if any, drawings, work orders, and / or any other / correspondences or negotiations, etc.
- 4.01.07 "Specifications" shall mean all directions, various technical specifications, provisions and requirements attached to the contract which pertain to the method and manner of performing the work, and the materials to be furnished under the contract for the work as may be amplified or modified by Consultants, drawings for the performance of the contract in order to provide the unforeseen conditions or in the best interest of the work. It shall also include the latest revised version of the relevant B.I.S. specification and other relevant codes.
- 4.01.08 "Site" shall mean the land allotted by Kerala State Textile Corporation Limited under in or through which the work is to be carried out.
- 4.01.09 "Letter of Acceptance" shall mean an intimation by registered letter, telex or fax to the bidder that the tender has been accepted in accordance with the provisions contained therein.
- 4.01.10 "Engineer" shall mean the Engineer representing Kerala State Textile Corporation Limited and entrusted with the supervision of work.
- 4.01.11 "Contract Price" shall mean the total sum referred to in the schedule of quantities and rates and accepted by Kerala State Textile Corporation Limited included in the contract agreement.
- 4.01.12 BIS means Bureau of Indian Standards.

4.02.00 **SITE**

4.02.01 The site for the project is the land owned by 22

4.02.02. Entry into the project area will be restricted. Passes and permits will have to be obtained from CLIENT for entry of all persons and vehicles into the project area.

4.03.00 **SCOPE OF WORK**

4.03.01 The work essentially consists of the following. Design, manufacture, inspection, testing, packing, transportation and delivery of Textile machinery and all required spares and accessories at 22

02. Supplier shall provide all commissioning spares for erection and commissioning of the plant at their cost.

03. Supplier shall provide necessary supervision for erection and commissioning of the plant/equipment at site.

04. Supplier shall submit the list of spares for 2 years with rate in a separate cover along with technical bid.

4.03.02 The scope of work further includes execution of variation in design or quantity or quality of work, addition, omissions or substitution of any work, under the instruction of the 22Such instructions shall be complied forthwith.

4.04.00 **ASSIGNMENT AND SUB-CONTRACTING**

4.04.01 **ASSIGNMENT**

The contractor shall not assign the contract or any part thereof or any benefit or interest therein or there under without the written permission of the 22.05.00

DRAWING

4.05.01 **CONTRACTOR'S DRAWINGS**

The Contractor shall submit detailed data sheet of equipment with specification, leaflet, catalogue, drawing, etc. duly signed by the manufacturer and contractor and got approved from 22 before fabrication and supply.

4.05.02 **OPERATING MANUAL**

In addition to drawings specified as above, the Contractor shall supply four (4) copies of the operating manual containing drawings with descriptive data of the equipment complete instructions of installation, adjustment, operation and maintenance of the equipment and parts catalogues supplied in the set.

4.05.03 EXECUTION AS PER DRAWINGS

The Contractor must not vary or deviate from the drawings in any respect while executing the work or executing any extra work of any kind whatsoever unless authorized by the "CLIENT".

4.05.04 ROYALTIES AND PATENT RIGHTS

All royalties or other sums payable in respect of the supply and use in carrying out the work as desired by or referred to in the schedule of quantities of any patented articles, process or inventions shall be deemed to have been included in the contract sum and the Contractor shall indemnify the "CLIENT" from and against all claims, proceedings, damages, costs and expenses which may be brought or made against the "CLIENT" or to which he may be put by reason of the Contractor infringing or being held to have infringed any patent rights in relation to any such articles, process and inventions.

4.06.00 GENERAL OBLIGATIONS

The tender shall remain open for acceptance for a period of 90 days from the date of submission of the tender.

4.06.01 COMMENCEMENT OF WORK

The Contractor shall commence the work from the date of letter of acceptance/work order.

4.06.02 COMMUNICATIONS TO BE IN WRITING

All references, communications, correspondences made by the "CLIENT" the Client's representative or the Contractor concerning the works shall be in writing and no reference, communication, or complaint which is not in writing, shall be recognized.

4.06.03 SETTING OUT

During setting out of the machines, necessary assistance/suggestions shall be provided by the Service Engineer of the Supplier.

4.07.00 ACCIDENT OR INJURY TO WORKMEN

The "CLIENT" shall not be liable for, in respect, of any damages or compensation payable as per regulations or in consequence of any accident or injury to any workmen or other person in the employment of the Contractor shall indemnify and keep indemnified the "CLIENT" against all such damages and compensation and against all claims, demands, proceedings costs, charges and expenses whatsoever in respect thereof or in relation thereto.

4.08.00 MATERIAL TESTS AND WORKMANSHIP

4.08.01 QUALITY OF MATERIALS, WORKMANSHIP AND TESTS

All materials and workmanship shall be of the respective kinds described in the contract and in accordance with the "CLIENT" or their representative's instructions and shall be subject, from time to time, to such tests as the Consultants or his representative may direct at the place or any of such places. The contractor shall provide such assistance instruments, machines, labour and materials, as are normally required for examining, measuring and

testing any work and the quality, weight or quantity of any material used and shall supply samples of materials before incorporation in the works for approval as may be required by the Client

4.08.02 **COST OF TESTS**

The cost of making any test as per specifications shall be born by the Contractor, and the Contractor should arrange for all facilities like meters, instruments as required for carrying out such tests.

4.08.03 **INSPECTION OF OPERATION**

The "CLIENT" or their representative shall at all times have access to the works and to the site and to all workshops and places where materials, manufactured articles or machinery are being obtained for the works and the Contractor shall afford every facility and assistance in obtaining the right to such access.

4.09.00 **TIME OF COMPLETION AND TAKING OVER**

4.09.01 **TIME OF COMPLETION**

Time is deemed to be the essence of this contract and the whole of the work shall be completed within the time stipulated or within such extended time as has been allowed under Clause 4.09.02. The period of completion of the work is **Two (2)** months counting from the date of issue of Letter of Acceptance/Work Order.

4.09.02 **EXTENSION OF TIME OF COMPLETION**

Should the amount of extra or additional work of any kind or changes in scope of work or other special circumstances of any kind whatsoever which may occur, be such as fairly to justify the Contractor's request for extension of time for the completion of the work the Consultants shall determine the amount of such extension and with the approval of the "CLIENT" shall intimate the Contractor in writing provided that the Consultants is not bound to take into account any extra or additional work or other special circumstances unless the contractor has within 28 days, after such work has been commenced or such circumstances have arisen, submit to the Client full and detailed particulars of any request for the extension of time to which he may consider to be justified.

4.9.03 **PENALTY FOR DELAY**

If the contractor fails to complete the work within the period of completion as specified under clause 2.14 or within any extended time allowed, the contractor shall pay the CLIENT as penalty an amount equivalent to 1% of value of the unfinished work for every week of delay or part thereof subject to a maximum of 10% of contract value for the period during which the work shall remain unfinished as provided in clause 2.15. Such amounts may be deducted by the CLIENT from any money due or that may become due to the contractor.

4.09.05 **TAKING OVER**

After completion of work or any substantial part of the work before the completion of the whole of the work, the Contractor shall notify the Client in writing, who within 15 days of receipt of the said notice shall give such certificate with respect to any substantial part of the works which has been both completed to the satisfaction of the CLIENT or refuse to issue the same stating the reasons thereof in writing. When any such certificate is given in respect

of a part of the work, such part shall be considered as completed for the purpose of taking over and computation of the period of maintenance of such part. The work in whole or part shall not however, be treated as completed for the purpose of other relevant clauses.

4.09.06 **MAINTENANCE**

For a period of twelve months commencing from the date of commissioning, the Contractors liability shall be to replace the defective parts, rectify/ reconstruct the defective work that may develop of his own construction or those of his sub-contractor approved by the "CLIENT" arising solely from faulty materials or workmanship.

If it is necessary for the Contractor to rectify/reconstruct any defective portions of the work under the contract, the provision of this condition shall apply to the portions of work so replaced or renewed until the expiration of three months from the date of such replacement or renewal or until the end of the above mentioned period of twelve months, whichever may be later. If any defects be not remedied within a reasonable time the "CLIENT" may proceed to do the work at Contractor's risk and expense, but without prejudice to any other rights which the "CLIENT" may have against the Contractor in respect of such defects.

The Contractor shall bear the cost of such repair/rectification carried out on his behalf at site. Immediately upon expiry of the defect liability period, the CLIENT shall issue a final certificate indicating that the Contractor has completed his obligation under the contract.

4.10.00 **TERMINATION OF CONTRACT**

4.10.01 If the Contractor has abandoned the contract or has failed to proceed with the work due to negligence or the progress on any particulars item, items being slow or has failed to execute the work in accordance with the terms and conditions of the contract, is persistently or frequently neglecting to carry out his obligation under the contract, then it shall be lawful for the "CLIENT" to terminate the contract forthwith under written notice and to proceed with the balance of the work through any other agency/agencies. During the course of execution of the job, in case the Contractor has done any substandard work, he shall be asked in writing to dismantle and redo the same at his own expenses. If the Contractor fails to comply with the above instructions immediately, then the "CLIENT" shall proceed with the above rectification work, through another agency or agencies. Similarly, if the Contractor goes slowly on any particulars item or items of work, the "CLIENT" shall have the right to execute this item or items through another agency or agencies, including its own department at Contractors risk and cost.

4.10.02 **BACK CHARGING THE CONTRACTOR**

Extra cost and expenses incurred for completing the balance work or carrying out the rectification of any work as mentioned above through another agency or agencies including its own department, shall be debited to Contractor's account and shall be recovered from any money due or that may become due to the contractor without prejudice to any other remedy that may be available to the "CLIENT" in law. If there is any savings in cost due to re-arrangement or supplementing through other agencies the original contractor will not have any claim on this.

Date :

SIGNATURE OF THE BIDDER

Managing Director
Trivandrum Spinning Mills Limited
Regd. Office: "Annapoorna", Kochar Road, Sasthamangalam,
Thiruvananthapuram – 695010.

5.0 **SPECIAL CONDITIONS**

5.1 **GENERAL**

All materials used for the work shall conform to the relevant BIS specification.

5.2 **TESTS FOR MATERIALS**

All routine tests as specified in technical specifications shall be carried out and the expenses for such tests will be borne by the Contractor.

The materials are in accordance with the specification for that material.

5.3 **LEAFLETS, DATA SHEETS, CATALOGUES, DRAWINGS, ETC.**

Contractor shall submit detailed data sheet of equipment with specification, leaflet, catalogue, drawings, etc. duly signed by the manufacturer & contractor and got approved from Trivandrum Spinning Mills Limited before supply.

5.4 **PAYMENT TERMS**

The terms of payment shall be as follows:

1. **40% advance against a Bank Guarantee, 50% against the readiness of the machine and Balance 10% after successful commissioning.**
2. **In the case of imported machines 10% advance belong with the purchase order and 90% against LC.**

5.5 **BANK GUARANTEE**

The bank guarantees shall be kept valid till the end of the maintenance period in case of the security deposit. In case of any delay in completion or extension of

period of Completion and subsequent extension of maintenance period the contractor shall keep the validity of the Bank guarantee extended to cover all such periods.

5.6 RATE

The rate quoted shall be inclusive of all like taxes, duties, Octroi, entry tax or any other similar imposed.

5.7 OTHER CONDITIONS

1. The work whether fully completed or incomplete all materials, machinery's, plants, tools etc. shall remain on the risk and in the sole charge of the contractor until the complete work has been delivered to the owner and till completion certificate has been issued by Trivandrum Spinning Mills Limited.
2. All the items of the work are to be executed as per relevant I.S. specifications.
3. The Contractor has to agree and strictly abide to all the conditions stipulated in the tender and any offer with deviation or request for deviation are liable to be rejected.
4. On completion of works, the Contractor, shall submit four prints of "As Built" drawing to the Unit-in-charge before submission of final bill

Managing Director-23-
"Annapoorna", Kochar Road, Sasthamangalam,
Thiruvananthapuram – 695010.

TECHNICAL SPECIFICATION

6.0 SCOPE

- 6.01 This specification covers design, manufacture, inspection, testing, packing, transportation and delivery of Textile machinery at the said Units of Kerala State Textile Corporation Limited
- 6.02 Supplier shall provide all commissioning spares for erection and commissioning of the equipment at their cost.
- 6.03 Supplier shall provide supervision for erection/commissioning of the plant/equipment at site. Supplier shall arrange an experienced Service Engineer for erection and commissioning activities.
- 6.04 Supplier shall submit the list of spares for 2 years with rate in a separate cover along with technical bid.

6.1 STANDARDS

- 6.1.1 The design, manufacture, identification of material and testing of the equipment covered in this specification shall comply with the latest editions of the appropriate standard.
- 6.1.2 Unless mentioned otherwise, all applicable codes and standards in their latest editions as published by the Bureau of Indian Standards and all such other as may be published by them during the tenure of the contract shall govern in respect of design, workmanship and properties of materials and methods of testing. In cases where suitable Indian Standards are not available, generally accepted codes and practices shall be adopted.
- 6.1.3 In cases where the offer deviates from the specified standards, the tenderer shall indicate clearly in his offer the standards proposed to be adopted by him and the details thereof.

6.2 BATTERY LIMIT

6.2.1 Civil

Foundation work for equipment is not included in the scope of work. However all necessary data and required drawings for foundation shall be submitted by the supplier along with the drawing of the equipment.

6.2.2 Electrical

All necessary motor starters and control gears as required shall be included within the suppliers panel. All necessary interconnecting cables shall be included in the scope of the supplier.

All electrical equipment shall be meeting the relevant /latest codes & standards and rules & regulations of the Kerala State Electrical Inspectorate.

6.2.3 Piping

All interconnecting piping and instrumentation between various components of equipment shall be included in the scope of supplier.

6.3 TECHNICAL REQUIREMENTS

Suppliers should follow the "Specification and Schedule of Quantities for equipment" which form part of this tender.

6.4 MATERIAL

Material not specified shall be as per manufacturer's standard for the specified operating conditions, subject to purchaser's approval.

6.5 DESIGN AND CONSTRUCTION

The equipment shall be designed to handle the materials indicated on the attached specification sheets.

6.6 DRAWINGS

General arrangement drawings indicating frame size mounting details, foundations, terminal box drawings etc. shall be forwarded to -23-for approval prior to manufacture.

6.7 PAINTING & SHIPMENT

6.7.1 Paint shall be applied in accordance with manufacturer's recommendations as supplemented by this specification. The work shall generally as per relevant IS.

6.7.2 All projected parts of the equipment shall be properly protected to avoid damage during transit.

6.7.3 No shipment shall be made unless clear dispatch instructions are obtained from CLIENT's representative.

6.8 TECHNICAL DATA TO BE SUBMITTED WITH THE BID

The tenderer shall submit all catalogues, leaflets, detailed technical specifications, data sheets, etc. for the equipment/machines. Drawings showing all the design, operational and maintenance features, major dimensions, details of foundations, control system, inter connecting piping and instrumentation, etc. shall be submitted along with the offer. Technical data for individual pieces of equipment in addition to details of all equipment within the scope of work shall be submitted along with the tender.

6.9 INSPECTION AND TESTING

The unit will be inspected at Supplier's premises and the Supplier shall carry out any change or modifications as pointed out by the KIAP/KITCO during inspection, at no extra cost. The Supplier shall despatch the equipment only after obtaining clearance from Trivandrum Spinning Mills Limited.

6.9.1 The manufacturer shall conduct all tests required to ensure that the equipments supplied conform to the requirements of the applicable codes. All tests and test procedures proposed by the manufacturer shall be submitted to Client for his approval. The Client's representative shall be given full access to the shop in which the equipment is being manufactured or tested. Client shall be notified well in advance the schedule of fabrication and major tests for the purpose of general inspection and witnessing the tests.

6.9.2 The test certificate shall be made available to the Client/Client representative. In case of non-availability of test certificates, material shall be tested by the Supplier at his own cost, to establish the conformance of the relative standards.

6.9.3 The quality of fabrication work and welding shall be of the highest order. All welded joints shall be well finished and in accordance with the requirements of Indian Standards.

6.9.4 Steel fabricated equipments shall be subjected to the following tests:

6.9.5 Visual inspection – for general workmanship and welding. For lined equipments, the internal weld finish etc. shall be suitable for lining.

6.9.6 Dimensional check – all dimensions and nozzles shall be as per approved drawings.

6.9.7 Hydraulic Test for leakage – the equipment shall be filled with water and checked for leakage and all closed systems shall be pressure tested as per standards. Leakage will not be permitted.

6.10 GUARANTEE

The under mentioned clause shall govern in case of any contrary provisions given elsewhere in this document.

6.11 MANUFACTURER'S GUARANTEES

The manufacturer's guarantee for design, workmanship and performance for all bought out

items shall be made available to the owner and shall be valid at least for the entire defects

liability period.

6.12 PERFORMANCE GUARANTEE

The supplier shall give guarantee for a period of one year from the date of successful commissioning for the total system against defective materials, workmanship and performance.

6.13 MECHANICAL GUARANTEES

The Contractor shall guarantee for a period of one year for the failure of any particular part of the equipment. In the event of failure of any particular part of the equipment more than three times during the guarantee period, it shall be replaced by the contractor. In case it is found that the above mentioned failure is due to some other connected part of the equipment, that part shall also be rectified or replaced by the contractor to avoid such failures in future. The guarantee for such replaced parts shall be extended by one year from the date of last replacement.

During trial runs as described above, the supplier shall satisfy the Unit-in-Charge in all respects regarding the satisfactory quality of materials, equipments and workmanship used in the plant. The guarantee period will start from the commissioning date.

6.14 TRAINING

During the erection and commissioning period the Supplier shall train the owner's operational staff without extra cost.

DECLARATION

I/We have carefully read the above said instructions and shall comply with the same.

Signature of the Supplier/Manufacturer.

Place:

Date :

Managing Director
Kerala State Textile Corporation Limited
"Annapoorna",
Kochar Road, Sasthamangalam,
Thiruvananthapuram – 695010.