

## INSTRUCTIONS TO BIDDERS

### 1.0 GENERAL INSTRUCTIONS

- 1.1 The Transformers and Electricals Kerala Limited having its registered office at Angmaly South P.O. Ernakulam District, hereinafter called 'TELK/Owner' will receive bids in respect of equipment to be supplied, erected and commissioned as set-forth in the accompanying Technical Specifications. All bids shall be prepared and submitted in accordance with these instructions.
- 1.2 Tenders sealed and endorsed as such with the name of the work clearly written thereon should be delivered at the Office of the Company not later than the stipulated time shown in the Notice Inviting Tender. The tenders will be opened by the Managing Director or his nominee in the presence of such of those tenderers or their authorized agents, as may be present, at 3 p.m. on the same day.
- 1.3 The outside of the envelope should also indicate clearly the name of the Bidder and his address. In addition the left hand corner of the envelope or container should indicate the Specification Number and the bid opening date and time. The envelope containing the bid should be addressed to.
- 1.4 The Bidder has the option of sending the bid by registered post or by submitting the bid in person, so as to reach by the date and time indicated in the Invitation for Bid. Bids submitted by telex/telegram will not be accepted.
- 1.5 TELK reserves the right to reject any bid which is not deposited according to the instructions stipulated above.
- 1.6 The tenders should be accompanied by an EMD / Interest-free Security Deposit for an amount of Rs. 20,00,000 INR or equivalent currency by Demand Draft from an "A" class bank and payable in branches in India at State Bank of India. The Company will accept Earnest Money in the form of irrevocable Bank Guarantee also issued by the State Bank of India/other Nationalized Banks in the form prescribed by the Company. In either case, the EMD should be submitted in a separate sealed envelope superscripting the mode of remittance of Earnest Money Deposit.  
FORMAT FOR BG shall be acceptable to TELK.
- 1.7 The EMD deposited by the unsuccessful Bidders/ tenderers will be refunded only 21 (twenty one) days after the award of contract for the work. No interest will be paid on EMD.

- 1.8 The successful Bidder's EMD will be returned upon Bidder's accepting the Letter of Award and furnishing the Performance guarantee as per clause no.23.
- 1.9 The EMD/Security deposit/Bank Guarantee may be forfeited :
- (a) If the bidder withdraws his bid during the period of bid validity specified by the bidder on the bid form, or
  - (b) In case of a successful bidder, if the bidder fails:
    - (i) To accept the letter of award or
    - (ii) To furnish the performance guarantee
- 1.10 TELK shall always be at liberty to reject or accept any bid or bids at its sole discretion and any such action will not be called into question and the bidder shall have no claim in that regard against TELK
- 1.11 Bid submitted after the time and date fixed for receipt of bids as set out in this instruction to bidders are liable to be rejected and returned to the bidders.
- 1.12 The bidder shall also submit documentary evidence to establish that the bidder meets the qualification requirements as detailed in clause No. 2.0 of the Instruction to Bidders.
- 1.13 The tenderer shall satisfy TELK that, he possesses the necessary experience and that he has at his disposal suitable and required facilities and experienced employees to ensure that his work is of best quality and workmanship according to the latest proven technology and Engineering practices.
- 1.14 The tenderer shall satisfy TELK that, he is financially sound and in a position to fulfill contractual obligations offered to be undertaken by him.
- 1.15 Tenders submitted incomplete in any respect such as unattested corrections in rates quantities, units or amounts, figures not expressed in words, totals of amounts not entered etc are liable to rejection. In case of variations in amounts expressed in words and figures, the amount as per words will be taken for evaluation.
- 1.16 The "Works" referred herein shall cover the entire scope of the proposal which includes supplying and erection of equipment including the successful completion of commissioning and handing over the system for regular operation to TELK. In this regard, the joint protocol may be made between the contracting agency and TELK.
- 1.17 The bidder shall complete the bid form inclusive of price schedules, technical data requirements etc to be furnished in the bidding document for the goods to be supplied and services to be rendered, a brief description of goods and services, quantity and prices.

**2.0 QUALIFYING REQUIREMENTS OF BIDDERS** : See the scope of work.

### **3.0 SCOPE OF THE PROPOSAL**

- 3.1 The scope of the proposal shall be completeness of the work on the basis of a single bidder's responsibility, completely covering all the equipment/the system/specified under the accompanying technical specifications. It will include the following.
  - 3.1(a) Detailed design of the equipment.
  - 3.1(b) Complete manufacturing including shop testing.
  - 3.1(c) Providing Engineering drawing, data operational manual etc for the owners approval.
  - 3.1(d) Packing and transportation from manufacturers works to the site and transit Insurance
  - 3.1(e) Receipt, Storage and Preservation of equipment at the site.
  - 3.1(f) Erection, Testing and Successful Commissioning of the equipment under the contract.
- 3.2 The successful Bidder shall ensure the interchangeability of parts wherever possible.
- 3.3 The successful Bidder shall bring all tools and tackles, instruments and appliances required for the erection, testing and commissioning.

#### **4.0 CONTENTS OF BIDDING DOCUMENTS**

- 4.1 The goods and services required, the bidding procedures and contract terms are prescribed in the bidding documents  
In addition to the Invitation to Bids, the bidding document is a compilation of the following sections.
  - a. Instructions to Bidders – Section INB
  - b. General Conditions of Contract – Section GCC
  - c. Special Conditions of Contract.
  - d. Bid Form and Price Schedule
  - e. Technical Specifications.
  - f. Technical Data Sheet if any.

#### **5.0 TIME SCHEDULE**

- 5.1 The basic consideration and the essence of the Contract shall be in strict adherence to the time schedule for performing the specified Works.
- 5.2 The Owner's requirements of completion schedule for the Works are mentioned in the accompanying Section - Special Conditions of Contract.
- 5.3 The successful Bidder shall complete the whole work in the agreed completion time.5.4

The completion schedule as stated in the Section Special instructions To the Tenderer shall be one of the major factors in consideration of the bids. TELK reserves the right to request for a change in the work schedule before the issue of the Order of Contract to the successful Bidder.

## **6.0 BID PRICE**

- 6.1 The tenderer is advised to submit tender strictly on the terms and conditions and specifications contained in the tender documents including amendments if any issued by TELK prior to submission of tender.
- 6.2 The tender shall quote his competitive price for supply and services in the prescribed format for price (enclosed) on firm price basis. The offer shall remain fixed, firm and binding and shall not be subject to any escalation/variation on any account.
- 6.3 The applicable taxes, duties, levies etc for the supply and services payable on the transaction between the Owner and the Bidder shall be indicated separately.
- 6.4 The charges for transportation up to site, unloading charges at site, comprehensive insurance cover for transit-cum-storage-cum-erection shall be shown separately.
- 6.5 The charges for erection, testing commissioning etc shall be shown separately.
- 6.6 Income Tax if any shall be borne by the tenderer.
- 6.7 For evaluation of the bids in foreign currency, the exchange rate (TT selling rate of State Bank of India) as on scheduled date of tender opening (Cover-1 bid in the case of two part bid) shall be considered.

## **7.0 LANGAUAGE OF THE BID**

The bid prepared by the Bidder and all correspondence and documents relating to the bid Exchanged by the Bidder and Owner shall be written in the English language. Information in any other language shall be accompanied by its translation in English. Failure to comply with this may disqualify a bid. In the event of any discrepancy in meaning, the English language copy of all documents shall govern.

## **8.0 SIGNATURE OF BIDS :**

- 8.1 The bid must contain the name, residence and place of business of the person or persons or firm furnishing the tender and must be signed and sealed by the bidder with his usual signature. The tender can be signed by the authorized signatory and in that case proof of such authorization should be submitted with the tenders.
- 8.2 Erasures or other changes in the bid documents shall be over the initials of the person signing the bid
- 8.3 Bids not conforming to the above requirements of signing may be disqualified

## **9.0 INFORMATION REQUIRED WITH THE PROPOSAL**

- 9.1 The bids must clearly indicate the name of the manufacturer, the type of model of each principal item of equipment proposed to be supplied and erected. The bid should contain drawings and descriptive of equipments/materials indicating general dimensions, material from which the parts are manufactured, principles of operation, the extent of pre-assembly involved, method of erection and details of special tools if any for erection of the equipment.
- 9.2 The above information shall be provided by the Bidder in the form of separate sheets, drawings, catalogues, etc in three copies.
- 9.3 Any bid not containing sufficient information to describe accurately the equipment proposed may be treated as incomplete and shall be rejected. Any major departure from the drawings and descriptions submitted along with the offer will not be permitted during the execution of the Contract without specific written permission of the Engineer.
- 9.4 Standard catalogue pages and other documents of the Bidder may be used in the bid to provide additional information and data as deemed necessary by the Bidder.

## **10.0 LOCAL CONDITIONS**

- 10.1 Bidders are advised to inspect and examine the site and its surroundings and get familiarized and satisfied himself with respect to local conditions, site conditions, the form and nature of site, the means of access to site etc. He may also try to get information like availability of accommodation that may be required and information on all kind of contingencies that may be arranged to get the work executed. It must be understood and agreed that such factors have been properly investigated and considered while submitting the proposal. The Owner shall not entertain any request for clarification from bidders, regarding such local conditions.

## **11.0 UNDERSTANDING OF BID DOCUMENTS**

- 11.1 The bidder is expected to examine all instructions, forms, terms and specifications in the Bid documents and fully inform himself as to all the conditions and matters which may in any way affect the scope of work or the cost thereof. Failure to furnish all information required by the Bid documents or submission of a bid not substantially responsive to the Bid document in every respect will be at the bidder's risk and may result in rejection of the bid.

**12.0 CLARIFICATIONS ON BID DOCUMENTS AND SPECIFICATIONS**

12.1 Contractor shall carefully examine all Bid Documents to his entire satisfaction. If the Bidder finds discrepancies or omissions, in specifications and documents or is in doubt as to the true meaning of any parts he shall at once make a request in writing for an interpretation/clarification to the owner. TELK then, will issue interpretation and clarifications as it may think fit in writing. After receipt of such interpretations and clarifications, the Bidder may submit his bid but within the time and date as specified in the Invitation for tender. All such interpretations and clarifications shall form a part of the specifications and documents, and accompany the Bidder's proposal. A Bidder requiring any clarification on bidding document may notify the owner in writing. The owner will respond in writing to any request for such clarifications of the bidding document which it receives not later than fifteen days (15) prior to the deadline for submission of bids prescribed by the owner. Written copies of owner's response will be sent to all Bidders who have received the Bidding document.

12.2 Verbal clarifications and information given by the Owner or his employee(s) or his representative shall not in any way binding on the owner.

**13.0 PERIOD OF VALIDITY OF BID**

The tender will be considered FIRM for acceptance for a period of 90 (Ninety) days from the date of opening of the tender. The tenderers will not be free to withdraw or modify their tender within this period, except at the risk of forfeiture to the Company of the Earnest Money deposited. If it is found necessary to keep the tender open for a further period, prior consent of the bidder shall be taken, in writing for every further period.

**14.0 FORMAT OF BID**

**15.0. QUALITY ASSURANCE**

15.1 The bidder shall include in his proposal the Quality Assurance Programme containing the overall quality management and procedures which he proposes to follow in the performance of the work during various phases like raw material procurement, procurement of bought out items, manufacturing, erection and testing.

15.2 At the time of award of contract the detailed Quality Assurance programme to be followed for the execution of the contract will be mutually discussed and agreed to and such programme shall form a part of the contract.

**16.0 INSURANCE**

The Bidder's insurance liabilities pertaining to the scope of Works are detailed out in the clause titled 'Insurance' in General Conditions of Contract. Bidder's attention is specifically invited to these clauses. Bid price shall include all the cost to fulfill all insurance liabilities under the contract

**17.0 PAYMENT TERMS:** As per Special Conditions of Contract.

**18.0 DUTIES AND TAXES**

18.1 *No claim shall be entertained by TELK in respect of custom duties, Goods & Services tax, and other levies payable by the bidders in respect of the transaction between the bidders and their vendors/sub-suppliers in respect of procurement of any parts, sub-assemblies, raw-materials and equipment which shall be included in the bid price itself.*

18.2 *Goods & Services Tax (GST), Duties and other levies in respect of the transaction between the Owner (TELK) and the Contractor under the Contract, if any, shall not be included in the bid price but they should be indicated separately wherever applicable in the Bid proposal sheets.*

*Whenever ex-works price is quoted exclusive of GST applicable on the transaction between TELK and the contractor, then the due credit under the ITC (Input Tax Credit) scheme as per the relevant Government policies wherever applicable, shall be taken into account by the Bidder while quoting bid price.*

18.3 As regards the Income Tax, surcharge on Income Tax and other corporate taxes the Bidder shall be responsible for such payment to the concerned authorities and the same will be deducted at source.

18.4 *Deduction of taxes at source, if applicable will be made as per Kerala GST rules.*

**19.0 AWARD OF CONTRACT**

19.1 Notification of Award of Contract will be made in the form of Letter of Award to the successful Bidder by TELK in duplicate

19.2 The Contract will be awarded to the best qualified and responsive Bidder offering the lowest evaluated bid in conformity with the requirements of these specifications and documents and TELK shall be the sole judge in this regard and subject to the provisions of this Instructions to Bidders and other terms and

conditions detailed out in other documents and specifications. A responsive bid is one which accepts all terms and conditions of these specifications and documents without any major modifications. However, TELK may waive any minor informalities or irregularities in the bid.

- 19.3 The acceptance of the tender rests with the Managing Director who does not undertake to accept the lowest or any other particular tender or to assign any reason thereof.
- 19.4 The right to award the contract either in conformity with or in a manner entirely different from the terms of this invitation that may be considered most suitable before or subsequent to the receipt of bids due to exigencies, is reserved with TELK.

## **20. SIGNING OF CONTRACT**

- 20.1 On acceptance of the Bid Owner will notify the successful Bidder that its Bid has been accepted and will send the Bidder the detailed Letter of Award. The owner will also send a copy of Contract agreement to be signed between the Owner and the Bidder.
- 20.2 Within fifteen (15) days of receipt of the detailed Letter of Award, the successful Bidder shall sign and date the original of letter of Award and return the same to the Owner.
- 20.3 The Bidder will prepare the contract Agreement as per the Format acceptable to TELK and the same will be signed within 60 days from the date of acceptance of Notification of Award. The Contractor shall pay for all legal/stamp/incidental expenses for executing such agreement.

## **21.0 DRAWINGS & DOCUMENTS**

The successful Bidder is required to supply all drawings and documents to TELK in accordance with the accepted terms & conditions and specifications.

## **22.0 CONTRACT PERFORMANCE GUARANTEE**

- 22.1 The successful bidder within 45 (Forty five) days of the award of contract, shall be required to furnish a Performance Guarantee issued by State Bank of India/State Bank of Travancore/other Nationalized Banks equivalent to 10 (Ten) percent of the contract value in the form prescribed by the Company for the faithful performance of the contract in accordance with the terms and conditions specified in these documents and specifications. The Earnest Money deposited by the successful tender shall be released only on his furnishing the Contract Performance Guarantee and accepting the Letter OF Award.
- 22.2 The Bank Guarantee will be released only after completion of the warrantee period and the BG shall be kept valid till 180 days after completion of the warrantee period.



22.3 If the bidder to whom the work is awarded fails to furnish the Contract Performance Guarantee to the satisfaction of the Company and accept the Letter OF Award, the Company shall have the right at its sole option to forfeit the Earnest Money Deposit without any notice to the bidder

#### 23.0 LIABILITY FOR ACCIDENTS AND DAMAGES

The Contractor shall be responsible for loss or damage to the equipment/system which is under the contract till the equipment System is taken over by TELK.

#### 24.0 SAFETY OF WORKERS

24.1 The Contractor shall be responsible for the safety of the labour employed by him and he shall be liable to pay the necessary compensation in case of accidents as per Workmen's Compensation Act. Necessary safety gadgets like safety shoes, safety helmet, safety belt for labours working at height etc will be provided by the contractor. The contractor shall observe and abide by all safety rules regulations of the company.

#### 25.0 INCOME TAX AND GOODS & SERVICES TAX CLEARANCE CERTIFICATE/REGISTRATION.

25.1 The bidder shall furnish copies of Income Tax PAN Card & GST Registration certificates.

#### 26.0 EXCLUSIONS, DEVIATIONS AND PURCHASER'S OBLIGATIONS.

The tender shall be for the complete scope of the work and services as detailed in the attached technical specification and hence exclusions and deviations are not acceptable. However in case of any minor deviations for the better performance of the equipment/ plant under the specification, the tenderer should clearly and separately state specific reasons for those deviations. The tenderer shall also clearly indicate the inputs to be provided by TELK in his offer.

#### 27.0 SUPERVISION SERVICE AT SITE

The tender shall indicate in his offer the number of supervisory personnel having relevant experience to be deployed at site for supervision of erection and commissioning.

#### 28.0 RIGHT TO ISSUE AMENDMENT TO TENDER DOCUMENTS.

28.1 At any time prior to the dead line for submission of bids, the Owner may, for any reason whether at its own initiative or in response to a clarification requested by a Bidder, modify the bidding documents by amendment(s)

28.2 The amendments will be notified in writing or by telex to all Bidders which have received the Bidding documents. Owner will bear no responsibility or liability arising out of non- receipt of the same or otherwise.

28.3 In order to afford the bidders reasonable time to take the amendments into account in preparing their bids the owner may at its discretion extend the deadline for submission of bids.

28.4 Such amendments, clarifications, etc shall be binding on the bidders and due Consideration will be given by the bidders while they submit their bid and invariably enclose such documents as a part of the bid. TELK reserves the right to issue any amendment to tender documents and to add/ or clarify, supplement, delete any of the conditions, clauses or items stated in the tender documents.

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