

## GENERAL TERMS AND CONDITIONS OF CONTRACT

1. Tenders with item wise rates in sealed cover are invited on behalf of TELK, Angamaly South.P.O PIN-683573, Ernakulam District, Kerala from Registered Customs House Agents (CHA) at Air Cargo Complex (Cochin International Airport Ltd.), Nedumbassery, and Ernakulum for Clearing and Forwarding the consignment from the port (Cochin International Airport) to our Stores at Angamaly.
2. **SCOPE OF THE CONTRACT :**  
The scope of the contract will be completeness of the work on the basis of a single Bidder's responsibility, completely covering all the functions of clearing and forwarding of each consignment, including transportation of the consignment to our Works/Stores at Angamally after customs clearance.
3. **PRE-QUALIFYING REQUIREMENTS OF BIDDERS :**

Bidders who fulfill the following minimum requirements shall be eligible to participate in the tender :

- a) Minimum five years experience as registered CHA at Cochin and also should have office at Cochin.
- b) Shall be working as CHA for minimum two companies each year preferably *Public Sector undertakings/Govt. Depts. /Govt. Institutions/Govt. Organizations or reputed companies* (Limited Company) in last five years continuously.
- c) Shall have at least two number of running contracts *preferably Public Sector undertakings/Govt. Depts. /Govt. Institutions/Govt. Organizations or reputed companies* (Limited Company)
- d) The bidder should possess GST Registration and PAN allotted by the Income Tax Department.
- e) Bidder should have their own valid CHA license at Cochin. Valid CHA license copy or ICEGATE WEBSITE printout to be provided.

#### 4. CONTRACT PERIOD:

The Period of Contract will be two years with effect from 01.11.2018

#### 5. TWO PART BIDS :

Bidders shall submit the offer in three inner envelopes (covers) and on outer envelope (cover) as indicated below. , all the pages duly signed and sealed by the authorized person.

- I. **Envelope I :** This sealed envelope should contain all the documents related to technical bid, un-priced commercial terms & conditions and the general terms & conditions documents signed and stamped by the contractor for its acceptance. This envelope should be clearly marked as "Part I – Technical and commercial bid", indicating Bid Document No., Name of Work, Due Date and Name & Address of the Bidder.
- II. **Envelope II:** This sealed envelope should contain only the price bid in the prescribed price schedule format. This envelope should be clearly marked "Part II – Price bid", indicating Bid Document No., Due Date and Name & Address of the Bidder.

<p>Customs Clearance and forwarding Air Freight Consignments from Cochin Airport to our stores/works at Angamaly BID DOC.NO: TELK/C&amp;M/CHA/181/2018</p>	<p><b>GENERAL TERMS AND CONDITIONS OF CONTRACT</b></p>	<p><b>SECTION: GCC</b></p>	<p><b>Page 1 of 8</b></p>
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- III. **Envelope III:** This sealed envelope should contain Demand Draft for cost of Tender, and Bank Guarantee/Demand Draft for the bid security (EMD). This envelope should be clearly marked "**Envelope III**" indicating Bid Document No., Due Date and Name-Address of the Bidder. The Envelope III shall be opened first. If any vendor has not submitted Bid Security & cost of Tender then their Part-I Bid will be disqualified.

All the envelopes shall be put in one envelop, duly sealed, super scribed as Part I and Part II of Bid Document No., Name of Work, due date of opening, name & address of the officer inviting Tender and the address and Name-Address of the Bidder.

➤ PART I – TECHNICAL AND COMMERCIAL BID

• **Technical**

This part shall include / indicate the following :

Complete scope of Work with all technical details and other terms and conditions. Point by point confirmation for the Technical Specification and Pre-Qualifying requirements specified in the General Terms and Conditions. If there are any deviations, the same shall be clearly specified. Offers received without confirmation to our General Terms and Conditions will be rejected.

• **Commercial.**

This part shall include / indicate the following :

- i. Terms of payment
- ii. Taxes & duties applicable.
- iii. Offer validity
- iv. A copy of "Un-Priced Part II" i.e., a copy of the Price Bid without price particulars and commercial terms & conditions. Instead of the price, the Tenderer shall write 'quoted' against the item for which price have been quoted in the Price Bid.

➤ PART II (PRICE- BID)

This part shall contain the price particulars as per the price schedule format enclosed.

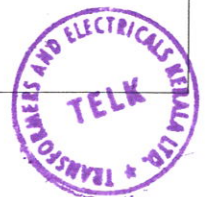
The Part I Technical & commercial bid alone would be opened on the Tender opening date.

The Part II - Price bid of those Bidders who have been found qualified as per the specified techno-commercial requirements would only be opened at a later date. Qualified Bidders will be informed about the PRICE BID opening date.

Clarifications, if any, required by TELK for technical and commercial evaluation may be sought from Bidders before opening of Part II - price bid.

In case, it becomes necessary for the Tenderer to make any changes in his original price bid (Part-II) on account of technical/commercial confirmations/clarifications, against the changes advised by the purchaser to bring the offer in line with the requirement of the specifications, the impact of such changes on price shall be submitted in the form of a revised price bid, if asked for by the Purchaser.

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If a revised price bid has been submitted, normally only the final revised price bid shall be opened. However, TELK reserves the right to open the earlier price bids, if required.

Unsolicited price bids shall not be entertained.

Any revision or changes in quoted prices and/or conditions of offer made after tender opening, which will give benefit to the Tenderer over others, may result in rejection of the tender.

6. 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 time specified in the NIT .The tenders will be opened by the Head of Contracts and Materials or his nominee in the presence of such of those Tenderers or their authorized agents, as may be present, at 2.30 p.m. on the same day

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 Bid Doc No. Name of the work and the bid opening date and time. The envelope containing the bid should be addressed to:

Deputy General Manager (C&M),  
Contracts and Materials  
Transformers and Electricals Kerala Ltd,  
Angamaly South PO,  
Ernakulam -683 573,  
Kerala.

The tenders should be accompanied by an **Interest-free Earnest Money Deposit of Rupees Ten Thousand Only** in the form of Demand Draft from a Scheduled Bank/nationalized Bank payable at Angamaly. The Company will accept Earnest Money, in the form of bank guarantee also issued by the State Bank of Travancore/ State Bank of India/other Nationalized Banks or Scheduled bank acceptable to TELK 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 and Bid document no.

The Earnest Money 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.

The successful Bidder's EMD will be returned upon Bidder's accepting the Notification of Award and submitting the security deposit.

The EMD may be forfeited:

- a. If a bidder withdraws its 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 to accept the Notification of Award.

The Bidder has the option of sending the bid by registered post or by submitting the bid in person, so

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as to reach by the date and time indicated in the Invitation for Bid. Bids submitted by telex/telegram /Email will not be accepted.

TELK reserves the right to reject any bid which is not submitted according to the instructions stipulated above.

TELK is 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.

Bids submitted after the time and date fixed for receipt of bids as set out in this General Terms and Conditions are liable to be rejected and returned to the Bidders.

The bidder shall also submit documentary evidence to establish that the bidder meets the pre-qualifying requirements.

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 according to the latest proven methods and practices.

The tenderer shall satisfy TELK that, he is financially sound and in a position to fulfill contractual obligations offered to be undertaken by him.

Tenders submitted incomplete in any respect such as unattested corrections in rates, quantities, units or amounts, figures not expressed in words, totals of amount not entered etc. are liable to rejection. In case of variations in amount expressed in words and figures, the amount as per words will be taken for evaluation.

**Bids shall be valid for a minimum period of 3 months from Tender closing date.** A bid valid for a shorter period shall stand rejected.

**The Bidder shall complete the Bid form quoting the rates for all items. The offers of those bidders which has quoted all the items only will be considered for evaluation.**

### 7. PRICE BID

- a. The tenderer is advised to submit tender strictly as per the terms and conditions and specifications contained in the tender documents including amendments if any issued by TELK prior to submission of tender.
- b. The tenderer shall quote his competitive price 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.
- c. The applicable taxes, duties, levies etc payable on the transaction between the Owner and the Bidder shall be indicated separately

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### 8. LANGUAGE 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.

### 9. SIGNATURE OF BIDS

The bid must contain the name, residence and place of business of the person or persons or furnishing the tender and must be signed and sealed by the Bidder with his usual signature. Tender can be signed by the authorized signatory and in that case proof of such authorization should be submitted with the tender.

Erasures or other changes in the bid documents shall be over the initials of the person signing the bid. Bids not conforming to the above requirements of signing may be disqualified.

### 10. UNDERSTANDING OF BID DOCUMENT

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

### 11. PERIOD OF VALIDITY OF BID.

The tender will be considered FIRM for acceptance for a period of THREE months from the date of opening of the tenders. The tenderers will not be free to withdraw or modify their tender within this period. 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.

### 12. FORMAT OF BID : Enclosed as Rate Schedule to Bid Doc **TELK/C&M/CHA/181/2018**

### 13. PAYMENT TERMS:

Payment will be made through RTGS/NEFT on consignment basis. Your bill may be sent to us after satisfactory completion of clearing and forwarding works and on receipt of consignment at TELK Stores.

### 14. AWARD OF CONTRACT

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

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

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sole judge in this regard and subject to the provisions of this GCC 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.

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.

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.

### 15. SIGNING OF CONTRACT AGREEMENT & SECURITY DEPOSIT

On acceptance of the Bid, Owner will notify the successful Bidder that its Bid has been accepted and will send the Bidder the detailed Notification of Award. The owner will also send a copy of Contract agreement to be signed between the Owner and the Bidder.

Within Seven (7) days of receipt of the detailed Notification of Award, the successful Bidder shall sign and date the original of Notification of Award and return the same to the Owner.

The Bidder will prepare the contract Agreement as per the Proforma enclosed at *Annexure I* and the same will be signed within **7 days** from the date of issue of Notification of Award. The Contractor shall pay for all legal/stamp/ incidental expenses for executing such agreement.

The successful bidder shall within 15 (fifteen) days of the award of contract, deposit with the Company an interest-free Security Deposit equivalent to 5 (five) percent of the value of contract in DD/FD and execute an agreement in the form prescribed by the Company. At its sole discretion, the Company may accept confirmed bank guarantees issued by the State Bank of India/other Nationalized Banks, in lieu of Security Deposit in such form as it may prescribe. The Earnest Money deposited by the successful bidder shall be released only on submitting the Security Deposit and executing the contract agreement. The Contractor shall pay for all legal/stamp/ incidental expenses for executing such agreement.

If the bidder to whom the work is awarded the contract fails to remit the Security Deposit in FD/Bank Guarantee to the satisfaction of the Company and execute the contract agreement within the period stipulated therein, the Company shall have the right at its sole option to forfeit the Earnest Money Deposit without any notice to the bidder, which shall also be taken as an agreed measure of damages.

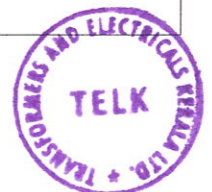
### 16. INCOME TAX AND SALES TAX CLEARANCE CERTIFICATE/ REGISTRATION.

The tenderer shall furnish copies of Income Tax PAN .

### 17. RIGHT TO ISSUE AMMENDMENT TO TENDER DOCUMENTS.

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).

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The amendments will be notified through e-mail 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.

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.

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.

### *Special Conditions*

- a) *Any additional expenses or charges caused due to the delay/failure from the Contractor on performing various functions has to be borne by the contractor. Any demurrage on consignment if caused by any lapses from the contractor shall be to contractor's account only.*
- b) *If the empanelled bidder is not able to fulfill its obligation under the Contract, which include non-completion of the work, TELK reserves the right to accomplish the work through alternative sources. Any costs, damages etc., resulting out of the same shall have to be borne by the defaulting bidder, which can be recovered from his bills or by raising claims.*
- c) *TELK reserves the right to accept any bid and to cancel/abort the tender process and reject all bids at any time prior to award of contract, without there by incurring any liability to the affected bidder or bidders*
- d) *For repeated lack of performance as per the tender terms, or the part of the empanelled bidder, the empanelment would be revoked.*
- e) *The selected bidders have to sign a Contract with TELK within two weeks for extending services as per terms and conditions failing which the offer will stand withdrawn.*
- f) *Delay in delivery attributed due to reasons beyond the control of bidder to be intimated immediately through e-mail/fax for necessary action by TELK. For other delays caused by bidder TELK reserves the right to terminate the Contract.*
- g) *Government levies like Customs Duty etc., will be paid by TELK wherever applicable.*
- h) *All payments will be made subject to deduction of TDS as per Income Tax Act, 1961 and other taxes if any as per Government of India Rules.*

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- i) Insurance will be arranged by TELK. However, in case of loss/damage necessary investigation/survey has to be undertaken by the bidder and certificate of facts to be issued to TELK for further action*
- j) The full addresses including Name, Telephone/Fax No. /E-mail ID of your company at the various destinations may be intimated to TELK for follow up action. Changes if any, to the above also may be communicated from time to time when the same occurs*
- k) Disputes if any arising out of the contract shall be settled within courts having jurisdiction over Ernakulam District, Kerala.*

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