

# TENDER DOCUMENT

## Supply of 630kVA Transformer and RMU for

**Rubek balloons Pvt Ltd.**  
Plot No.4, Rubber Park  
Valayanchirangara P.O  
Ernakulam-683 556



**ELECTRICAL CONSULTANT**  
RAJAN BABU ASSOCIATES  
PANIKKASSERY, NEW COLONY ROAD  
PALARIVATTOM.  
COCHIN 682025  
PH: 98460 78005, 0484 2345828

Submitted By (FULL ADDRESS with email ID & Mob No).

M/s. ....

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## FORM OF TENDER.

1. Tender No. RBPL/EP/212
2. Name and Address of the Company : The Managing Director,  
**Rubek balloons Pvt Ltd.**  
Plot No.4, Rubber Park  
Valayanchirangara P.O  
Ernakulam-683 556
3. Name of Project. : Supply of 630kVA Transformer and RMU
4. Location. : Rubek Balloons Pvt.Ltd ,Valayanchirangara,  
Ernakulam
5. Accessibility. : Site is accessible by road
6. Scope of work. : Supply of 630kVA Transformer and RMU
7. Price validity. : 120days
8. Tender document issuing and Receiving authority. : The Managing Director,  
**Rubek balloons Pvt Ltd.**  
Plot No.4, Rubber Park  
Valayanchirangara P.O  
Ernakulam-683 556
9. Last date and Time of receipt of Tender. : 15.11.2018 at 5.00 pm.
10. Date and Time of Tender opening : 16 /11/2018 at 3.30pm

IMPORTANT NOTICE to the TENDERERS:

**SUPPLIERS SHALL TAKE NOTICE OF THE FOLLOWING POINTS FOR ITS STRICT**

**COMPLIANCE**

1 For the consideration of the offer and its price bid opening, suppliers should ensure the compliance of following points ( which are mandatory in line with this particular tender) as stipulated in the general terms and conditions of enquiry and commercial check list here with.

1. Payment terms
2. Validity of offer
3. Security deposit and performance guarantee
4. Authorization letter from the OEM (if applicable)
5. Make and model number of offered item.
6. Submission of relevant catalog of equipment offered
7. Price bid to be submitted in the price bid format attached

It is reiterated that offers submitted without compliance of any one of the aforesaid points will not be considered for its evaluation and summarily be rejected on commercial background without any further clarification/ notice/ communication in this regard from M/s. Rubek Balloons, even though the offer is technically acceptable.

We have gone through the above guide lines and the same are acceptable to us.

Signature with seal.

## GENERAL TERMS AND CONDITIONS (ENQUIRY)

1. Tenders are to carefully go through the terms and conditions and the technical specification of the items for which offers are called for. Deviations, if any, shall be specifically brought out in the offer.
2. Offers are to be furnished in duplicate and should be free from overwriting. Corrections and additions. If any must be attested. Incomplete/ambiguous offers are likely to be rejected.
3. Tenderers should quote prices for delivery of materials at Rubek Balloons stores.
4. Prices should be valid for acceptance for a period of 120days from the date of opening of tender.
5. No enhancement of rate for whatever cause will be allowed once the offer is accepted and an order is placed. Withdrawal of quotation after it is accepted or failure to make the supply within the stipulated delivery period will entail cancellation of the order and forfeiture of Earnest Money Deposit/Security deposit.
6. GST/Duties, if any, payable extra are to be indicated in the price part for single bid and in techno- commercial part for two bid.
7. Delivery time required for supplies should be indicated in the offer.
8. Rubek balloons terms of payment are 90% within 30 days from the date of receipt of equipment and balance 10% on satisfactory completion of installation and commissioning/Final Acceptance. Please confirm in your offer that our terms of payment are acceptable to you.
9. Manufactures name, their trademark and brand, it any, should invariably be mentioned and illustrative leaflets giving technical particulars etc, should be attached to the offer.
10. Materials offered shall conform to specifications and drawings.
11. Security deposit: The successful tenderer must remit a security deposit of 10% of the order value by way of Bank Guarantee from the Nationalised or Scheduled Bank if an order is placed on him towards satisfactory performance of the contract and for enforcement of agreed performance guarantee as per the Guarantee clause. The Bank Guarantee should be initially valid till completion of Supplies and later revalidated to cover the guarantee plus period a grace period of 28 days.
12. Force Majeure condition: Should failure in performance of the contract or part thereof arise from war insurrection, restraint imposed by Government, Act of Legislature or other statutory Authority or illegal strike, riot, legal lockout,

flood, fire, explosion, act of God or any inevitable or unforeseen event beyond human control which may be constructed as reasonable ground for an extension of time. Rubek may allow such additional time as is mutually agreed, to be justified by the circumstances of the case. The occurrence/cessation of force majeure situation is to be informed with documentary evidence within 15 days from the date of occurrence/cessation.

13. Liquidated Damage: - In case of delay in Supply of ordered materials beyond the stipulated delivery period, supplier has to pay liquidated Damages a sum equivalent to 1/2%(half percent) per week or part of the week of the order value in the case of Machinery/Equipment and of the value of materials delayed in the case of all other items subject to a maximum of 10% of the order value.
14. Guarantee:- The goods supplied shall be guaranteed for satisfactory performance for 12 months from the date of commissioning against faulty design, defective materials and bad workmanship. Supplier should supply and install free of cost immediately any part found to be defective for the above reasons within the guarantee period.
15. Suppliers are allowed to depute their authorized representative to be present at the time of opening of the price bid.
16. Jurisdiction:- All questions , disputes or difference arising under, out of , or in connection with contracts shall be subject to the Ernakulam, Kerala, India.
17. Conditional discounts, if any, will not be reckoned for tender evaluation / comparison purposes.
18. Supplier should follow the statutory requirements of products offered.
19. After submission of tender, no unsolicited correspondence will be entertained.
20. Deviations if any the offer submitted from that of tender enquiry in any form should be clearly furnished in a separate document titled as List of Deviations. failing which it will be presumed that all the terms and conditions are acceptable
21. In any case of the above conditions is not acceptable to the tender it should be specifically indicated in the tender failing which it will be presumed that all the terms and conditions are acceptable.
22. The Company reserves the right to accept or reject any tender without assigning any reason whatsoever and to amend, alter, or modify any of the terms in these terms during the pendency of the contract period of supply, with the mutual consent of the successful tenderer..

We have gone through the above terms and the same are acceptable to us.

Signature of the tenderer with seal.

## SPECIAL INSTRUCTIONS FOR TWO BID SYSTEMS

### 1. MODE OF SUBMISSION OF TENDERS

Tenders should be submitted in two separate sealed covers super scribed in capital letters as PART -I TECHNO-COMMERCIAL & PART -II PRICE indicating the tender number due date and name and address of the tenderer

### 2. TECHNO-COMMERCIAL PART SHOULD CONTAIN FOLLOWING DETAILS

- a) Technical specifications and manufacturers name and model
- b) Drawing and technical literature
- c) Other conditions if any
- d) Deviation list if any
- e) Overall size of packages(LxWxH) and weight of each package should be indicated

### 3. PRICE PART SHOULD CONTAIN FOLLOWING DETAILS

- a) Price break up of each item/ equipment( price shall be quoted separately for Equipment, spares , Charges for Erection and commissioning service engineer etc)
- b) The quoted price of each equipment should include the service charges of Engineers if any required as per the technical specifications including to & fro airfare, boarding, loading and local travel expenses.
- c) Per day rate of additional service of the Engineer is to be indicated in the price part in case additional services required excluding to & fro airfare, boarding ,loading and local travel expenses.

4. The Techno commercial part alone will be opened initially on the due date of tender .The price part will be open only after evaluation of the techno-commercial part . Firms will be intimated the date of opening of the price bid who is acceptable.

We have gone through the above special conditions and the same are acceptable to us.

Signatue of the tenderer with seal.

Date:

Format:

Bank Guarantee in lieu of security Deposit / Performance Guarantee

To

The Managing Director,  
**Rubek balloons Pvt Ltd.**  
Plot No.4, Rubber Park  
Valayanchirangara P.O  
Ernakulam-683 556

Whereas .....(Name & Address of supplier) ( hereinafter called “ the Supplier” ) has undertaken, in pursuance of contract.....No.....Dated: ..... (Name of contract and brief description of works) ( hereinafter called “ the Contract”)

AND WHEREAS it has been stipulated by Rubek Balloons ( The buyer hereinafter called Rubek ) In the said contract that the supplier shall furnish Rubek with a bank guarantee by a recognized bank for the sum specified therein as security for compliance with the Suppliers obligations in accordance with the contract .

And whereas we have agreed to give the Suppliers such a bank guarantee.

Now therefore we.....( name of the bank )  
having its head office at

.....(Address of head office)

and acting through its branch office at .....( address of the executing branch) (hereinafter called “ the bank”) hereby affirm that we are the Guarantor and responsible to Rubek , On behalf of the supplier up to a total of such sum being payable in the types and proportions of currencies in which the demand and without cavil or argument any sum or sums within the limits of .....(amount of guarantee) as aforesaid without Rubek needing to prove or to show grounds or reasons for Rubek demand for the sum specified therein .

We, The bank, hereby waive the necessity of Rubek demanding the said debt from the supplier before presenting us with the demand.

We, The bank, further agree that no change or additions to or other modification of the terms of the contract or off the work to be performed there under or of any of the contract documents which may be made between Rubek and the Supplier shall in any way we hereby waive notice of any such change, addition or modification.

This guarantee shall be valid until 28 days from the change , addition or defects Liability Warranty period.

Notwithstanding anything contained herein:



1. Our liability under this Bank Guarantee shall not exceed Rs.....( Rupees .....only)
2. This Bank Guarantee shall be valid up to (date) and
3. We are liable to pay the guaranteed amount or any part thereof under this bank guarantee only and only if Rubek serve upon us a written claim or demand on or before.....(date)

Any claim shall be accompanied by a written statement starting:

- i) That the principal is in breach of its obligation (s) under the underlying contract, and
- ii) The respect in which the Principal is in breach

Yours Truly,  
Signature and seal of guarantor:

Name of Bank: