RUBEK BALLOONS PRIVATE LIMITED Rubber Mark Building Post Box 15, Gandhi Nagar Kadavanthara, Kochi 682 020 Kerala, India Telephones +91 484 2205087/2257025/2655576 E-mail:md@rubbermark.com

GLOBAL INVITATION FOR BIDS (PRICE BID)

DESIGN, SUPPLY, INSTALLATION, TESTING AND COMMISSIONING OF AUTOMATIC BALLOON DIPPING MACHINE

on a Turnkey basis.

AT RUBEK BALLOONS FACTORY, Rubber Park, Valayanchirangara, Irapuram, Ernakulam Dist, Kerala State, India

Enquiry/Tender No. RBPL/01/2018-19 Date 30.4.2018

GLOBAL INVITATION FOR BIDS

Engiry/Tender No: RBPL/01/2018-19 Date 30.4.2018

Rubek Balloon Private Limited invites sealed and super scribed technical and price bids from competent and experienced manufacturers who are capable to do the below mentioned work successfully meeting our requirements/specification.

SI No	Brief Description of Item/Work	Qty	EMD Amount
1	Design, Supply, Installation, Testing and Commissioning of Automatic Balloon dipping machine for the manufacture of Toy Balloons made of Natural Rubber Latex having HS Code of 4016 9590 (Capacity of machine – 75,000 pcs/hour)	1	USD 22500 OR Rs 14,85,000/-

2. Eligibility criteria for Bidders

- a) The vendor should be the original manufacturer of Automatic dipping machines.
- b) They should have manufactured and supplied minimum 5 (Five) Automatic dipping machines to different manufacturers.
- c) Average annual financial turn over of the bidder during the last 5 financial years,, should be at least USD 1 Million.

3. A complete set of bid documents can be had from the office of the Managing Director, Rubek Balloons Pvt Itd., Rubbermark Building Gandhinagar, Kadavanthara, Kochi, Kerala, India 682020 during office hours on any working day on submission of a written application.

The Tender Documents can also be downloaded from our Website www. rubekballoons.com from the date of issue of tender document.

Tender forms shall be filled in ink or typed. No tender filled in pencil shall be considered. The tenderer shall sign and affix seal on the form at each page and at the end, in token of acceptance of all the terms and conditions of the tender.

- 4. The scheduled date for issue, receipt and opening of bids is as follows.
 - a) Date of issue of tender document
- 30.4.2018 onwards.
- b) Last date and time for receipt of bidsc) Date and time of opening of bids
- 21.5.2018 up to 15.00 Hrs.
- c) Date and time of opening of bids
- 22.5.2018 , 15.30 Hrs.
- 5. The bid documents will be available up to 12.00 Hrs. on the previous working day of the opening of the bids.

6. Address for communication, receipt and Place of opening of bids.

Managing Director RUBEK BALLOONS PRIVATE LIMITED Rubber Mark Building, Gandhi Nagar, Kadavanthara, Kochi 682 020 Telephone +91 484 2205087/2257025/2655576 E-mail:md@rubbermark.com

7. The completed bid documents and all schedules should be submitted to Managing Director in the above address along with sealed bids and the EMD. Bids received after due date and time will be rejected. Any bid not accompanied by EMD will be rejected. Bids will be opened in the presence of the Bidders or their representative(s) who choose to attend on the specified date and time, at the office of the

Managing Director RUBEK BALLOONS PRIVATE LIMITED Rubber Mark Building, Gandhi Nagar, Kadavanthara, Kochi 682 020 Telephone **91 484 2205087/2257025/2655576** Eail md@rubbermark.com.

All the bidders will be bound by the outcome of the bid opening, irrespective of their presence at the time of opening of the tenders.

- 8. In the event of the date specified for bid receipt and opening being declared as a closed holiday .,the due date for submission of bids and opening of bids will be the following working day at the appointed times.
- 9. Rubek Balloons may, at its discretion, extend this deadline for submission of bids by amending the Bid Documents for any reason, in which case all rights and obligations of the Rubek Balloons and Bidders previously subject to the deadline given will thereafter be subject to the new deadline as extended. Rubek Balloons will not be held responsible for the postal delay, if any, in the delivery of the bidding document or for the non-receipt of the same.
- 10. The company reserves the right to change the qualifying criteria at their discretion and to reject or cancel the tender without assigning any reason there of what so ever may be.

CONTENTS							
SCHEDULE I	BID	CONDITIONS	Page 4 – 12				
SCHEDULE II	SPEC	CIFICATION REQUIREMENTS	Page 13–17				
SCHEDULE III	CON	TRACT CONDITIONS	Page 18–28				
SCHEDULE IV	BIC I)	DDING FORMAT FOR AUTOMATIC BALLOON DIPPING MACHINE	Page 2931				
)	SCHEDULE OF RATES FOR CONSUMABLES/SPARES	Page 32				

SCHEDULE I BID CONDITIONS

1. DEFINITIONS

In this Contract, the following words and expressions shall have the meanings as stated below:

- a. "INVITATION FOR BID" shall mean and include the present document, and such other complements and agenda, which may subsequently be issued in this connection.
- b. "BIDDER" shall mean the person, firm or Company submitting a bid against this invitation for bid and shall also include his authorized agents and representatives.
- c. "OWNER" or "PURCHASER" shall mean RUBEK BALLOONS PRIVATE LIMTIED, RUBBER PARK, VALAYANCHIRANGARA, P.O , IRAPURAM PIN 683 556 KERALA, INDIA HAVING THEIR OFFICE AT RUBBER MARK BUILDING, GANDHI NAGAR, KADAVANTHARA, KOCHI 682 020 .
- d. `TENDERER', shall mean the company/agency who quotes against the tender enquiry for undertaking the work.
- e. `CONTRACTOR' or 'SUPPLIER', shall mean the successful bidder whose tender has been accepted by the Owner and to whom the order is placed by the Owner and shall include his heirs, legal representatives, successors etc.
- f. `SITE', shall mean the actual place i.e.Rubek Balloons Pvt Ltd,. ,Rubber Park, Valayanchirangara, P.O., Iravaram,Ernakulam Dist,Kerala,India, where the project is to be executed.
- g. `CONTRACT', shall mean the articles of Contract Agreement, the Conditions of Contract, Technical Specifications, Drawings attached and duly signed by the Owner and the Supplier.
- h. "THE CONTRACT PRICE" means the price payable to the supplier under the contract for the full and proper performance of its contractual obligations.
- i. `DATE OF CONTRACT', shall mean the date on which the successful bidder has accepted the notification of award.
- j. "THE GOODS/EQUIPMENTS" means all of the equipments, machinery and/or other materials, which the Supplier is required to supply to the Purchaser under the contract.

- k. `CONTRACT PERIOD', shall mean the period specified in the tender documents during which the contract shall be executed to completion..
- I. `COMPLETION CERTIFICATE', shall mean the certificate issued by the Owner to the Contractor after successful completion of the project for making final payment.
- m. Amount (Currency) indicated in USD shall mean US Dollars and INR means Indian Rupee, as the case may be.

2. BID INFORMATION AND PERIOD OF VALIDITY

- 2.1 The Price Bid must include the following:
 - a. Enquiry No,
 - b. Earnest Money Deposit
 - c. All the details and documents mentioned in the Technical Bid.
 - d. Promised Delivery and Completion Time (whichever is applicable) for each item and/or work
 - e. Certificate that bid is in total conformity with the specifications and terms and conditions mentioned in the bid document and if not, list of exclusions, and/or exceptions.
 - f. All information requested in the specifications, dimensional drawings, technical literature describing the makes of the item offered, material etc., as specified in the bid document.
 - g. Warranty Period for the machine
 - h. A priced, recommended spare parts list for two-year operations.
 - i. All other documents/certificate/information as specified in the bid document.
- 2.2 Prices indicated on the price schedule shall be entered separately in the following manner:
 - i. The price of goods quoted CIF Kochi,Kerala,India
 - ii. The cost of incidental services listed in clause 12 of the conditions of contract.
- iii. The additional expenses for bringing the equipment from the Port of discharge to Rubek Balloon premises such as customs duty, clearing charges, transportation & insurance charges etc shall be added along with the rate quoted by the overseas bidder for price comparison.
- 2.3 The bidder's separation of the price components in accordance with clause above will be solely for the purpose of facilitating the comparison of bids by the purchaser and will not in any way limit the purchaser's right to contract on any of the terms offered.
- 2.4 Prices quoted by the bidder shall be final during the bidder's performance of the contract and not subject to variation on any account. A bid submitted with an adjustable price quotation will be treated as non- responsive and

rejected.

2.5 Bidder must quote for unit price and total price based on the requirement shown in the bid document.

Bid currencies

2.6 The prices shall be quoted in USD, which is convertible in Indian Rupees. OR in Indian Rupee.

Bid Validity

2.7 Bids shall remain valid for 180 days after the date of bid opening prescribed by the Purchaser.

3. FORMAT AND SIGNING OF BID

- 3.1 The Bidder is expected to examine all instructions, forms, terms and specifications in the Bid Documents. Failure to furnish all information required by the Bid Documents or submission of a bid not substantially responsive to the Bid Documents in every respect will be at the Bidder's risk and may result in rejection of its bid.
- 3.2 The Bidder shall bear all costs associated with the preparation and submission of its bid, and the Purchaser will in no case be responsible or liable for these costs, regardless of the conduct or outcome of the bidding process.
- 3.3 Bidders shall submit their bids in two parts (TECHNICAL BID and PRICE BID) as under:

Both the bids shall be submitted in sealed covers separately. The Technical and Price Bids shall be super scribed on the respective covers in order to clearly identify between the 2 Bids. The two separately marked Bids enclosed in a single sealed cover with the tender number mentioned thereon complete in all respect, shall be addressed to the:

The Managing Director RUBEK BALLOONS PRIVATE LIMITED Rubber Mark Building, Gandhi Nagar, Kadavanthara, Kochi 682 020 Ernakulam Dist. Telephone +91 484 2205087/2257025/2655576

E-mail:md@rubbermark.com

The tender should reach us on or before the due date and time mentioned in the Tender Notification. The purchaser shall not be responsible for any delay if any, in the delivery of the bidding document or non-receipt of the same.

- 3.4 It may be noted that when the main cover is opened on the date and time scheduled for bid opening, only the **TECHNICAL BIDS** will be opened and read out in public.
- 3.5 Bidders whose technical bids are found substantially responsive will be informed of the date and time of opening of their price bids. Price bids of others will be returned to them unopened.
- 3.6 The person or persons signing the bid shall sign and affix seal on all pages of the bid, except for un-amended printed literature.
- 3.7 The Bid prepared by the Bidder and all correspondence and documents relating to the Bid exchanged by the Bidder and the Purchaser shall be written in the English language, provided that any printed literature furnished by the Bidder may be written in another language so long as accompanied by an English translation of its pertinent passages in which case for purposes of interpretation of the bid, the English translation shall govern.
- 3.8 The bid shall contain no interlineations, erasures or overwriting except as necessary to correct errors made by the Bidder, in which case such corrections shall be struck off and signed by the person or persons signing the bid.

4. SUBMISSION OF BIDS

Sealing and Marking of Bids

4.1 The Bidder shall seal the Technical and Price Bids in separate covers which are to be super-scribed, "Technical" and "Price Bid" respectively and then enclose both the covers in an outer envelope duly marked with the Tender number/Enquiry No. .

- 4.2 The inner and outer envelopes shall be: -
 - (a) Addressed to the Purchaser in the following address

The Managing Director RUBEK BALLOONS PRIVATE LIMITED Rubber Mark Building , Gandhi Nagar, Kadavanthara, Kochi 682 020 Ernakulam Dist.

Telephone +91 484 2205087/2257025/2655576 E-mail:md@rubbermark.com

- (b) Bear the Enquiry No, closing date and General description of item tendered, and the words "DO NOT OPEN BEFORE" 15.30 Hrs (IST) on 22.5.2018 (Indicate the Closing Date).
- 4.3 The inner envelopes shall indicate the name and address of the Bidder. If the outer envelope is not sealed and marked as indicated above, the Purchaser will assume no responsibility for the bid's misplacement or premature opening.
- 4.4 Bids should be hand delivered or sent by courier/post to ensure timely arrival. Bids sent by any of the electronic media such as Fax or e-mail shall not be entertained & will be rejected.

Deadline for submission of Bids

4.5 The bids will be received by the Purchaser in the following address not later than the date and time specified in the Invitation for Bids.

The Managing Director RUBEK BALLOONS PRIVATE LIMITED Rubber Mark Building , Gandhi Nagar, Kadavanthara, Kochi 682 020 Ernakulam Dist. **Telephone +91 484 2205087/2257025/2655576**

E-mail:md@rubbermark.com

In the event of the specified date for submission of Bids being declared a holiday for the Purchaser, the bids will be received up to the appointed time on the next working day.

- 4.6 The purchaser may, at its discretion, extend this deadline for submission of bids by amending the Bid Documents for any reason in which case all rights and obligations of the Purchaser and Bidders previously subject to the deadline will thereafter be subject to the deadline as extended.
- 4.7 It is the responsibility of the bidders to see that the completed bid documents whether sent by post or by courier or by person are received in the office of Managing Director, in the above address by the date and time stipulated for receipt as above failing which the bid would be considered late and rejected.

For bids handed over in person, due acknowledgement should be taken.

Purchaser will not be held responsible for the postal delay, if any, in the delivery of the bid document or the non-receipt of the same. Bids received after due date and time will be rejected. Mere handing over of the bid documents at reception counter or at any other counter or room or person cannot be considered as submission of bid.

5. CLARIFICATION OF BID DOCUMENTS

A prospective Bidder requiring any clarification of the Bid Documents may notify the Purchaser in writing, or by email at the purchasers mailing address indicated in the Invitation for Bids.atleast 5 days prior to the dead line,. The Purchaser will respond in writing to any request for clarification of Bid Documents, which it receives not later than 2 days prior to the deadline for submission of Bids prescribed by the Purchaser. Copies of the Purchaser's response shall be sent to all prospective bidders who have purchased the Bidding Documents at their email address.

6. AMENDMENT OF BID DOCUMENTS

- 6.1 At any time prior to the deadline for submission of bids, the Purchaser may, for any reason, modify the Bid Documents by amendment.
- 6.2 The amendment will be notified in writing by email /by fax to all prospective Bidders, who have received the Bid Documents and will be binding on them.

7. BID OPENING BY PURCHASER

- 7.1 The Purchaser will open the bids, in the presence of the bidders' representatives who choose to attend, at the date and time specified and, in the location, given in this document. The Bidders' representatives who are present shall sign a register evidencing their attendance. In the event of the specified date of bid opening being declared a holiday for the Purchaser, the bids shall be opened at the appointed time and location on the next working day.
- 7.2 The Purchaser will prepare appropriate bid opening register and the same shall be signed by each of the bidders present during the opening of the bids and the Purchaser.

8. CLARIFICATION OF BIDS

To assist in the examination, evaluation and comparison of bids, the purchaser may, at its discretion, ask the bidder for clarifications of its bid. The request for clarification and the response shall be in writing and no change in the price or substance of the bid shall be sought, offered or permitted.

9. PRELIMINARY EXAMINATION

- 9.1 The purchaser will examine the bids to determine whether they are complete, whether any computational errors have been made, whether the documents have been properly signed, whether the bid validity is as required and whether the bids are generally in order.
- 9.2 Arithmetical errors will be rectified on the following basis. If there is a discrepancy between the unit price and the total price that is obtained by multiplying the unit price and quantity, the unit price shall prevail and the total price shall be calculated. If there is a discrepancy between the words and figures, the amount in words shall prevail.
- 9.3 Prior to the detailed evaluation, the purchaser will determine the substantial responsiveness of each bid to the bidding documents. For purposes of these clauses, a substantially responsive bid is one that conforms to specifications and all the terms and conditions of the bid documents without material deviation. The purchaser's determination of a bid's responsiveness is to be based on the contents of the bid itself without recourse to extrinsic evidence.
- 9.4 A bid determined as not substantially responsive will be rejected by the purchaser and may not subsequently be made responsive by the bidder by correction of the non-conformity.
- 9.5 The purchaser may waive any minor informality or non-conformity or irregularity in a bid, which does not constitute a material deviation, provided such waiver does not prejudice or affect the relative ranking of any bidder.
- 9.6 The purchaser's determination as to the substantial responsiveness or otherwise of each bid or consideration of a minor informality or non-conformity or irregularity is final and conclusive and cannot be challenged by any bidder.

10. EVALUATION AND COMPARISON OF BIDS.

10.1 The purchaser will technically evaluate all bids previously determined to be responsive and compare the bids previously determined to be substantially responsive and technically acceptable.

Conversion to single currency

10.2 To facilitate evaluation and comparison, Rubek Balloons Private Ltd shall convert all bid prices expressed in the amounts in USD to the Indian rupees at the selling market rate of exchange established by the State Bank of India, Kochi for similar transactions as on the date of Price bid opening.

11. POST – QUALIFICATION

- 11.1 Notwithstanding the qualification requirements given in this document, the Purchaser will determine to its satisfaction whether the Bidder selected as having submitted the lowest evaluated responsive bid is qualified to satisfactorily perform the Contract.
- 11.2 The determination will take into account the Bidder's financial, technical and production capabilities. It will be based upon an examination of the documentary evidence of the Bidder's qualifications submitted by the Bidder, as well as such other information as the Purchaser deems necessary and appropriate.
- 11.3 An affirmative determination will be a prerequisite for award of the Contract to the Bidder. A negative determination will result in rejection of the Bidder's bid, in which event the Purchaser will proceed to the next lowest evaluated bid to make a similar determination of that bidder's capabilities to perform satisfactorily.

12. AWARD CRITERIA

The Purchaser will award the Contract to the successful Bidder whose bid has been determined to be substantially responsive and has been determined as the lowest evaluated bid provided further that the Bidder is determined to be qualified to perform the Contract satisfactorily for the items offered.

13. NOTIFICATION OF AWARD

- 13.1 Prior to the expiration of the period of bid validity, the purchaser will notify the successful Bidder in writing by e-mail, or fax, to be confirmed in writing by post, that its bid has been accepted. The notification of award may be sent in the form of Letter of Intent and/or Supply order.
- 13.2 The signed acceptance of the notification of award by the Supplier will constitute a concluded contract.

14. SECURITY DEPOSIT

- 14.1 Simultaneously with the execution of the contract, successful bidder shall furnish a security deposit in the form of a demand draft from a scheduled /nationalist bank drawn in favour of RUBEK BALLOONS PRIVATE LIMITED for an amount equal to 5 % of the total price on the value of the contract as security deposit for his faithful execution of the contract. The security deposit should be valid until successful completion of the contract and acceptance of the equipment/works by the Purchaser.
- 14.2 Within 15 days of the receipt of notification of award from the Purchaser, successful bidder shall furnish the security deposit in the form of a demand

draft

14.3 Failure of the successful Bidder to accept the notification of award within the Time frame shall constitute sufficient grounds for the annulment of the award; in which event the Purchaser may, at his discretion, make the award to the next lowest evaluated bidder or call for new bids.

15. EARNEST MONEY DEPOSIT

- 15.1 Each bid must be accompanied by E.M.D and should be submitted along with the Technical Bids.
- 15.2 The EMD is required to protect the Owner against risk of Bidder's conduct, which would warrant the security's forfeiture
 - **a.** The EMD shall be in the form of Demand Draft from a nationalized bank drawn in favor of Rubek Balloons Private Limited, payable at Perumbavoor Kerala, India.
 - b. E.M.D. of the unsuccessful bidders will be released after tabulating tenders, keeping only the earnest money of the first three lowest bidders. The earnest money deposit of the 2nd and 3rd unsuccessful bidders will be released after the acceptance of the notification of award by the successful bidder.
 - c. In the case of successful bidder, the Earnest Money will be returned after signing the agreement and submission of Demand Draft towards Security Deposit, which they will have to offer for the faithful execution of the contract.
- 15.3 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 Document; or
- (b) In the case of the successful Bidder, if the Bidder fails:
 - (i) to sign the agreement or
 - (ii) to furnish security deposit, or .
 - (iii) does not accept the correction of his bid price pointed out by the Rubek Balloons Private Ltd. in case of error in calculation and other acceptable errors as per the tender conditions;

SCHEDULE II

SPECIFICATION REQUIREMENTS

<u>SCOPE</u>: Design, supply, Installation, Testing and Commissioning of Automatic Dipping machine for the manufacture of Toy balloons made of natural rubber latex at Rubek Balloons Pvt Ltd factory, Rubber park, Valayanchirangara, Irapuram Ernakulam Dist, Kerala, India.

SPECIFICATIONS

Item Description:	Automatic Dipping Machine for manufacture of toy balloons.				
	110 Meter Length X2.5 Meter Width X 4 Meter Height				
Production Capacity	75,000 pcs /hour				
Heating Technology.	LPG				
Minimum Yield	97%				
Quantity	1 machine 110 Meter long x2.5 meter wide x4 meter height				
Product	Natural Rubber Latex Balloons.				

Machine offered should be complete with the following

- 1. The structure of the machine shall be fabricated with standard suitable MS Channels
- 2. There shall only be scientifically designed curves/guides in the dipping lines
- 3. Suitable Conveyor chain system, Variable frequency drives, motors for running the machine .
- 4. Dipping Tanks & Leaching tanks The dipping tanks and leaching tanks shall be fabricated out of SS304 material installed on MS rest proof painted frames with mechanism for adjusting the level of tanks. The tanks shall be provided with suitably designed jackets, drain valves, heating/cooling systems with thermostat control etc. Temperature indicator controller in every stages of process.

- 5. Dipping tanks shall be equipped with Automatic latex feed level control mechanism and agitators.
- 6. Latex and Coagulant tanks are to be provided suitable jack system to lift and lower the tanks individually (Hydraulic system)
- 7. 8 dipping tanks for the latex and 4 dipping tanks for the coagulant are needed on line
- 8 Drying booths, Vulcanizing booths etc. as per supplier design and made of SS 304 material.Anti settling system, all Ovens should contain Temperature Indicator Controllers that control blower speed and valve openings.
- 9 The leaching tank shall be equipped with suitable ammonia water dispensing system, if required. (Temperature Indicator controller)
- 10 All shafts of brushes shall be SS304. All frames shall be fabricated with SS304 square tubes, channels etc. Brushes should be of minimum weight with support at the middle portion of shaft.
- 11 Conveyer chain with 100 mm (minimum) pitch made of surface coated alloy steel. Chain guard rails shall be polyamide rails/ any suitable durable material to reduce friction, provision of a conveyor cleaning system..
- 12 Chain track shall be lined with suitable durable material to reduce friction
- 13. Beading units, brushes for washing, and stripping units of balloons etc are to be arranged for easy maintenances and replacements. All bristles of brushes shall be made of NYLON 66 material. The Stripping Rollers should be sufficiently long for reducing the complaint of improper rolled cuffs in production of balloons.
 - 14 Insulation material shall be of latest insulation materials delivering maximum thermal efficiency.
 - 15 The dipping lines should be capable to produce all sizes of standard balloons and other shapes as well.
 - 16 Plastic formers shall be machine made, rotary, symmetric, smooth finish and shall be heat resistant, as per the purchaser's specifications (Melt flow – between 0.04 to 1 gm/10 mts; density – 0.83 to 0.87 gms/centimeter cube; melting point 150 + / - 5 degrees celcius.)
- 17 Coagulant tanks are to be jacketed for hot water circulations, proper stirring

systems and hot water generator are to be provided with thermostatic controls.

18 Slurry tanks are to be supported with excellent circulations to avoid settling, with Extra Pump.

19 Heat exchangers, heating coils, hot air blowers, connected ducting with bellows etc.

- 20 Necessary pumps, motors, Cabling, Electrical Control Boards, necessary Electricals etc complete for the machine as per international standards.
- 21 Necessary Piping, Ducting, rock wool insulation, Valves & Instrumentation complete for the machine as per international standards.
- 22 Rubek Balloons will provide piping for utilities such as LPG, air, water etc. at a distance of 5 metres from the machine.
- 23 The bidder should indicate the utility requirements such as electrical/steam/chilled water/raw water/compressed air etc. in their offer.
- 24 All wetted parts shall be of made of SS304 material.
- 25 All stainless-steel welding shall be of TIG only.
- 26 All control valves/solenoid valve shall conform to reputed International brands.
- 27 The machine should include necessary safety guards, safety provisions, safety alarms etc.
- 28 Machine should consist of monitoring systems that give real time feedback to Operator on machine performance, total productivity, alarms for trouble shooting and safety, downtime in seconds, stoppages etc.
- 29 Machine shall be complete with PID controls, sensors for smooth operations, safety alarms etc.
- 30 The machine shall be suitable to run in Indian electrical ratings as follows.

Power supply: 200-230V, 50 Hz (Single Phase) or 415 V +/- 5%, 50 Hz (3 Phase).

- 31All electrical, pneumatic and mechanical components shall be of internationally reputed makes.
- 32 All electrical wiring shall conform to International Electrical standards.
- <u>33</u> Standards for Motors and switchgears

3 Phase Squirrel Cage Induction motor Standards: IS: 12615/ IEC: 60034

General Specifications:

Operating Voltage: 415V, Frequency: 50Hz, No of Phases: 3, Duty: Continuous, Insulation: Class F, Ingress Protection: IP55, Cooling: TEFC

Low Voltage Switch gears: Standards: IS: 13947/IEC: 62026, Control Supply: 415V/220V AC, Freq: 50Hz.

34. Some of the suggested Schedule of Makes of items are as given below:

SI No	Item	Makes
1	Pulleys & Belts	Fenner/Dunlop or Equivalent
2	Pneumatic Components	CKD/SMC/Festo
3	Electrical Items	Siemens, Lenze, SEW
4	VFD	Allen Bradley, Yeskawa, Siemens
5	Bearings	SKF/NTN/FYS
6	Gear Boxes	Bonfiglioli

35. Provision of Acid and Alkali Tank Ventilation for avoiding fumes.

.36. Maximum space in the Stripping Area to reduce ambient templerature.

SPECIFIC CONDITIONS FOR DIPPING MACHINE.

- Exact dimensions of the machine shall be indicated in Technical Bid and Price Bid. with maximum installed production capacity per hour
- 2. The dipping lines should be capable to produce the standard sizes and shapes of balloons at 75,000 pcs per hour
- 3. Bidders shall indicate sizes and shapes of formers and specifications/ former drawing
- 4. Price list of essential running spares such as moulds(Formers), heating coils, motors, brushes etc for 2 years continuous operations and its consumption pattern are to be provided with the Offer.
- 5. The Supplier shall be responsible for any additional systems required for successful operations/commissioning of the machine. This forms part of the contract and no additional payment shall be payable by Rubek balloons on this account.
- 6. The bidder is allowed to use his latex formulation, coagulant formulation, anti tac dusting slurry types (if required) for the trial productions
- Technology transfer of the balloon production which includes latex formulation (if applicable), dipping technology etc. shall be provided to Rubek balloons free of cost along with the machine.
- 8. Rubek balloon will supply natural rubber latex and necessary consumables for the trial run and validation of the machines. However, if any special chemicals required as per the latex formulation of the supplier, the supplier shall provide the same free of cost until the successful validation and commissioning of the dipping lines.
- Guarantee/Validation run of the machine shall be certified after 30 days of successful continuous production from the machine, meeting the required yield and product quality standards.
- 10. Sound level during machine operation should be below 90 db.
- 11. The equipment should be complete with all accessories and interconnections.

- 12. All safety aspects as per the relevant standards for the routine operations shall be built into the design of the equipments, wiring, cabling, installation etc.
- 13. The bidder has to declare the makes of important components of the machine such as motors, pumps, blowers, heat exchangers, heating coils, thermostats, sensors, drives, PID controls, switchgears etc. Test/calibration certificates for these components shall be submitted along with the machine.
- 14. Relevant Test certificates shall be provided for materials such as SS304, SS316 material etc. used in the machine.
- 15. The bidder should submit the intended Quality Assurance Plan (QAP) of the machine during the machine manufacturing stage, along with the Offer.
- 16. Rubek balloon reserves the right to do stage inspection of the machines at Manufacturer's works before assembling and before dispatching the machines.
- 17. Minimum Manpower required for operating the machine/s should be mentioned.
- 18. The Supplier shall consider all safety aspects during the supply, installation and commissioning of the machines.
- 19. Supplier shall furnish 3 copies of the following documents free of cost: -
- a) Instruction/Testing/Operation/Servicing manual, lubrication charts, load-bearing details etc.
- b) Reproducible of all final drawings electrical and mechanical, P&I Diagram etc.
- c) Relevant Test Certificates, Guarantee Certificate for each item of equipment.
- d) Catalogue and literature on bought outs. Any other related documents.
- e) List of essential spares to be furnished along with their source of supply. .
- 20. Training to be given to workers for minimum of 15 working days..

SCHEDULE III

CONTRACT CONDITIONS

1. PRICE

Price quoted should be firm without any escalation till the Contract is completely executed and should be for the item/work shown under **SCHEDULE II.**

The price quoted shall be on FOB basis. .

2. TAXES/DUTIES/LEVIES

A) For imported goods

- 2.1 A foreign supplier shall be entirely responsible for all taxes, stamp duties, license fees and other such levies imposed outside India.
- 2.2 In case for opening L/C, all bank charges for opening the L/C are on the account of Opener and all Bank charges of the beneficiary are on the account of the beneficiary.

Note:

The term 'Equipment/goods' means the final and complete equipment/machinery as ordered and does not mean raw material, components, consumable, etc. required for the work. The Purchaser shall not be liable to pay any tax/duty/levy incurred during the transactions between the Supplier and his sub-suppliers and or Agents.

3. OBLIGATION OF PURCHASER

For imported goods, cost of inland transportation and inland transit insurance, payment of duties/other levies inside India and other incidental expenses in India will be met by Purchaser. The Supplier should give advance information to Rubek Balloons Pvt Ltd. about the date of dispatch and other details.

4. INSURANCE

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(i) The goods supplied under the contract, shall be fully insured in a freely convertible currency against loss or damage incidental to manufacture or acquisition, transportation, storage and delivery. Towards this, necessary advance information required for arranging insurance shall be furnished by the supplier to the purchaser.

ii) Loss or damage and Indemnity Agreement:

The supplier shall be responsible during the progress of work as well as guarantee period for any liability imposed by law for any damage to the Plant and machinery or any part thereof or to any of the material or other things including those of Purchaser used in performing the work or for injury to any person or persons or for any property damaged in or outside the site. The supplier shall indemnify and hold the Purchaser harmless against all liabilities, claims, loss or injury, including costs, expenses and attorney's fees incurred in the defense of same, arising from any allegation whether groundless or not, of damage or injury to any person or property resulting from the performance of the work or from any material used in the work or from any condition of the work or work site or from any cause whatsoever during the progress and maintenance of the work.

5. DELIVERY/COMPLETION PERIOD

Time being the essence of the Contract, the delivery and completion period stipulated should be strictly adhered to. The Supplier should deliver the machine/s as per the Contract within 2 **MONTHS** from the date of notification of award. The machine should be installed and commissioned successfully within **2 MONTHS** from the date of arrival of machine at the Rubek balloons Factory site.

- 5.2 Delay in delivery/non-delivery and completion of the contract will cause loss and/or damage to Purchaser. The completion period shall be counted from the date of sending of Purchaser's intimation of acceptance of the Supplier's offer (Letter of Intent (LOI) and/or Work order/Purchase order.).
- 5.3 Delivery of the goods shall be made by the supplier in accordance with the terms specified by the purchaser in the notification of award.

5.4 <u>For imported goods:</u>

The port of discharge proposed by the Purchaser is Kochi, Kerala State.

Within 24 hours of shipment, the supplier shall notify the purchaser, bankers opening the letter of credit, etc. by email /fax, the full details of the shipment including contact number, description of goods, quantity, the vessel, the bill of lading/air way bill number and date, port of loading, date of shipment, port of discharge, expected date of arrival at the port of discharge, etc. for insurance purposes.

The supplier shall mail the following documents to the purchaser and authorities as indicated against each immediately on shipment

Document	Purchaser	Bank	Insurance company
Bill of lading/Air way bill			
(Original)		1	
(Copy)	1	1	1
Freight memo	1	1	
Signed copies of invoice	1	1	1
Packing list	1	1	1
Country of Origin certificates	1	1	
Drawings/sketches showing dimensions	1		
Literature/catalogue	1	1	
Manufacturer's/supplier's	1	1	
Guarantee certificate	I	I	
Insurance certificate	1	1	1
Inspection certificate	1	1	

The above documents shall be sent to the purchaser and other authorities mentioned above within one week after the dispatch of goods.

6.INSTALLATION & COMMISSIONIMG

Installation and commissioning schedules and programs has to discussed and worked out with the buyer with proper plan. All necessary tools and required man power and skilled technicians has to be arranged by the supplier.

7. POWER TO MAKE ALTERATIONS

The Owner shall have the power to make in writing any alterations, omissions, additions or substitutions for original specifications, drawings, designs, patterns and instructions that may appear to him necessary or advisable during the progress of the work and the contractor shall be bound to carry out the work in accordance with the instructions which may be given to him by the Owner or his representative. On submission of electrical scheme to the Electrical Inspectorate it is bound to have some changes in the panels, cables rating etc.

8. LIQUIDATED DAMAGES FOR DELAYS

If the supplier fails to deliver any or all of the goods or perform the services within the time period(s) specified in the contract, the purchaser shall, without prejudice to its other remedies under the contract, either (1) deduct from the contract price, as liquidated damages, a sum equivalent to 0.5 percent of the total contract value for each week of delay or part thereof until actual delivery or performance, subject to a maximum of 7.5 % of the total contract value, or (2) at the risk and cost of the Supplier and without prejudice to the other remedies/rights as per the Contract, terminate the Contract wholly or partially and complete it themselves or reassign it to other Suppliers.

9. INSPECTION AND TESTS

 a) The purchaser or its representatives shall have the right to inspect and/or to test the goods to confirm their conformity to the contract.
The purchaser shall notify the supplier in writing of the identity of any representatives for these purposes.

- b) The inspections and tests may be conducted on the premises of the supplier at point of delivery and/or at site. Where conducted on the premises of the supplier, the Supplier should make available all reasonable facilities including tools, instruments, apparatus, equipment, facilities, services and materials and assistance, including access to drawings and production data, to enable the Purchaser's nominee to carryout such inspection/tests without obligations to the purchaser.
- c) Goods under the Contract shall not be dispatched unless they have been finally inspected by the purchaser or inspection waived and despatch specifically authorised in writing, wherever inspection during various stages of execution of the Contract and prior to dispatch are specifically provided for in the Contract, sufficient advance notice shall be given to the purchaser for the purpose
- d) For imported goods, Purchaser reserves the right for pre-shipment inspection of the equipment by the Purchaser and/or by a third party.
- e) Should any inspected or tested goods fail to conform to the specifications and performance, the purchaser may reject them and the supplier shall either replace the rejected goods or make all alternations necessary to meet specification requirements free of cost to the purchaser, within a period of 15 (fifteen) days of intimating such rejection.
- f) The purchaser's right to inspect, test and, where necessary, reject the goods after the good's arrival at site shall in no way be limited or waived by reason of the goods having previously been inspected, tested and passed by purchaser or its representatives prior to the good's dispatch from the place of manufacture.
- g) Notwithstanding any such inspection/tests carried out at Supplier's works, the equipment shall be accepted only after receipt and successful commissioning at the site and the inspection/tests carried out at Supplier's works will not relieve his contractual obligations for conforming to the specifications under the contract.

10. PACKING

The supplier shall provide such packing of the goods as is required to prevent their damage or deterioration during transit to site. The packing shall be sufficient to withstand, without limitation, rough handling during transit and open storage.

11. TRANSPORTATION

a) Should the goods or any part thereof be not delivered on the nominated vessel (except in case where prior written consent of the purchaser was obtained), the supplier will be liable for all payments and expenses that the purchaser may incur or be put to, by reason of such non-delivery including dead and extra freight, demurrage of vessels and any other charge incurred by the purchaser whatsoever.

12. INCIDENTAL SERVICES.

- 12.1 As specified in the price schedule, the supplier may be required to provide any or all of the following services:
 - a) Performance or supervision of on-site assembly, start-up and successful commissioning of the equipments/supplied goods,
 - b) Furnishing of tools required for assembly and/or maintenance of the supplied goods,
 - c) Conduct of training of the purchaser's personnel, at the supplier's plant and/or on-site (as specified in the bid documents), in assembly, start-up, operation, maintenance and/or repair of the supplied goods as indicated in Schedule II.
 - d) Performance or supervision of maintenance and/or repair of the supplied goods, for the period of guarantee specified in the contract form, provided that his service shall not relieve the supplier of any guarantee obligations under the contract.

This cost shall be included in the contract price (to be shown separately for each item).

13. PAYMENT TERMS

The Payment Schedule for imported and domestic goods is as follows:

SI. No	Stage of Contract	Imported/Domestic Goods
1	On Completion of Supply	60% of Total Contract Value
2	On successful Installation and Testing against Installation certificate	20% of Total Contract Value
3	On Successful Validation and Commissioning against Commissioning Certificate	10% of Total Contract Value
4	After the guarantee period of one year	10% of Total Contract Value

13.1 Payment for imported goods

(1) Supply:

On delivery: 60% of the value of supply shall be paid through irrevocable letter of credit established in favour of the foreign supplier through a scheduled bank on a bank in the supplier's country, on submission to bank of document specified in clause under delivery/completion period and further following documents:

a). Foreign supplier's certificate that the amounts shown in the invoice are correct in terms of the contract and that all the terms and conditions of the contract have been complied with,

b). Any other documents specified in the notification of award or the contract

c). Any other relevant Document

2) 20% Upon successful Installation and testing against Installation certificate.

3)10% against successful validation and Commissioning against Commissioning Certificate

4) Final payment : The balance 10% of the total Contract value shall be paid on completion of one year of successful and satisfactory operation of the Dipping Machine..

The supplier's request for payment shall be made to the Purchaser in writing accompanied by an invoice describing, as appropriate, the goods delivered and the services performed and by shipping documents, submitted and upon fulfillment of other obligations stipulated in the contract.

Normally the Purchaser will not entertain any advance payment. However, the bidder can indicate advance payment in the payment terms, if required. Such advance payment will be released against submission of a Bank guarantee from a nationalized/scheduled bank for like amount valid up to the supply of equipment at purchaser's site. The advance if any paid; interest will be adjusted against the payment against delivery.

14. PERFORMANCE GUARANTEE

The Supplier shall fully guarantee all of the equipment supplied to perform in accordance with the specifications and to be free of all defects in design, material and workmanship. Should any equipment not performing as intended or should the design, material or workmanship prove defective within a period of 12 months from the date of handing over, the equipment shall, upon notification of deficiency or defect, be promptly replaced/corrected by the Supplier to the satisfaction of Purchaser without delay and at no extra cost. If the Supplier fails to take proper corrective action to replace or repair the deficiency within a reasonable time of Purchaser's notification to this effect, the Purchaser shall be free to take such corrective action at the Supplier's risk and cost.

Even if Inspection and/or tests are fully carried out by Purchaser or their representatives, the Supplier is not absolved to any degree of his responsibility to ensure that all equipment and materials supplied comply strictly with the requirements as per specifications given in the Contract, and the Purchaser shall be free to point out any defect till the guarantee period is over.

15. WARRANTY

Period of warranty shall be twelve months from the date of installation and commissioning as certified jointly by the supplier and the Purchaser.

16. SPARES

The supplier shall offer unit prices separately for such spare parts and accessories, which he recommends as necessary for 2 years of operation and maintenance after warranty period. The Supplier should also indicate the consumption pattern of these spares. Rubek Balloons Pvt Ltd reserves the right, however, to order any of these spares or increase or decrease the quantity as it may finally decide at the rate given in the tender during the contract period.

Such spare parts as the Purchaser may elect to purchase from the Supplier provided that such purchase shall not relieve the supplier of any warranty obligation under the contract.

17. FORCE MAJEURE

- a. Neither the Supplier nor the Purchaser shall be considered in default in the performance of their obligations as per the Contract so long as such performance is prevented or delayed because of strikes, war, hostilities, revolution, civil commotion, epidemics, accidents, fire, cyclone, flood or because of any law and order proclamation, regulation or ordinance of Government or subdivision thereof coming into force subsequent to the signing of the contract or because of any act of God. The proof of existence of force majeure shall be provided by the party claiming it to the satisfaction of the other.
- b. The Supplier shall advise Purchaser initially by a Fax or email followed by post, the beginning and end of any of the above causes of delay, failing which Purchaser shall not be liable to consider delays due to the above reasons. Notice as stated above should be given even in case where only the Supplier's bids are under the consideration of the Purchaser and no acceptance of the same has been given and Contract issued.
- c. In the event of definite delay even if arising out of reasons due to force majeure, Purchaser shall have the right at their discretion to cancel the Contract or part of the Contract without any liability on their part to make any payment to the Supplier while reserving the right to claim refund of and any payment if advanced or paid to Supplier.

18. ASSIGNMENTS AND SUBLETTING

No assignment and subletting of whole or part of the Contract shall be permitted except with prior approval of purchase obtained in writing.

19. CORRESPONDENCE

All correspondence relating to this enquiry shall be in English, to:

The Managing Director RUBEK BALLOONS PRIVATE LIMITED Rubber Mark Building, Gandhi Nagar, Kadavanthara, Kochi 682 020 Ernakulam Dist. Telephone +91 484 2205087/2257025/2655576 E-mail:md@rubbermark.com

20. INDEMNIFICATION CLAUSE

The Supplier shall indemnify and hold harmless the Purchaser from and against all claims, liability, loss damage or expense, including counsel fees arising from or by reason of any actual or claimed trade mark, patent or copy right infringement or any litigation based thereon with respect to any part of the items covered by the Contract and such obligations shall survive acceptance of payment for the items.

21. STANDARDS

The goods supplied under this contract shall conform to the standards mentioned in **SCHEDULE II** and when no applicable standard is mentioned; to the authoritative standard appropriate to the goods' country of origin and such standards shall be the latest issued by the concerned institution.

22. TECHNICAL DOCUMENTS

Supplier shall furnish the following documents to the Purchaser, free of cost, in such number of copies as specified in the Contract.

- a. Instruction/Testing/Operation/Servicing manual, lubrication charts, load-bearing details etc.
- b. Reproducible of all final drawings electrical, mechanical and civil, P&I Diagram.
- c. Relevant Test Certificates, Guarantee/Warranty Certificate for each item of equipment.
- d. Catalogue and literature on bought outs
- e. Any other related documents

23. ENTIRETY OF THE AGREEMENT

All of the terms agreed to between the Supplier and Purchaser will be included in the Purchase/work Order/Contract and no their communication, proposal or understanding, written, oral or implied, will be considered to be included in the Purchase/work Order/Contract or form part of the Contract between the Supplier and Purchaser unless specifically agreed to in that behalf in writing between Purchaser and Supplier.

24. APPLICABLE LAW

The Contract shall be interpreted in accordance with Indian laws.

25. SETTLEMENT OF DISPUTES

The contract shall be deemed to have been concluded at KOCHI, Kerala and suits and proceedings, if any, shall be only in the courts of competent jurisdiction in KOCHI.

In the case of dispute between the purchaser and a foreign supplier, then dispute shall be settled by arbitration in accordance with the provisions of the above.

The venue of arbitration shall be the place from where the contract is issued, viz. Kochi. .

SIGNATURE OF BIDDER WITH SEAL

SCHEDULE IV

FORMAT

FOR

QUOTING

					Price of Machine			Site	F.O.R Site	& Du	Total price	ent weight and volume
SI. No	Item description	Country of (Quantity	Unit price CIF Kochi	Incidental services (Including supervision	Import Duty	Other Taxes, levies, etc		Unit price Total price Erection, Commissior			Shipment weight volume
1	2	2	4	5	6	7	8	9 (5+6+7+8)	10 (9x3)	11	12 (10+11)	13
1	Automatic Balloon Dipping Machine, including 75000 pcs of TR 8 Formers Holders, etc. so as to be ready for starting		1								< /	

Sub: Design, Supply, Installation, Validation testing and Commissioning of Automatic Balloon dipping machine (Capacity/machine – 75,000 PCS/HOUR) at Rubek Balloon Factory, RubberPark, Iravaram, Ernakulam Dist, Kerala State, India

Total bid price in foreign currency/Indian currency

In words

Place

Signature of bidder Name Business address

Note: In case of discrepancy between unit price and total price, the unit price shall prevail.

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SCHEDULE OF RATES FOR CONSUMABLES/SPARES

SL NO	ITEM DESCRIPTION	UNIT	Qty	RATE IN USD
1	Plastic Formers Suitable to Produce			
•	Following Sizes of Balloons			
a)	Standard Type			
	1) TR 9	No	24000	
	2) TR 5	No	21000	
	3)	No		
b)	Total Round			
	1) TR 12	No	6000	
	2)	No		
	3)	No		
C)	Heart Shape			
	1) HS 11	No	2000	
	2)	No		
	3)	No		
2	Mold Assembly for above	No		
3	Essential Spare List for 2 Years continuous operations (Attach Sheet in the same format including consumption pattern)			

75 000 Pieces of TR 8 Formers including Former Holders with rubber inserts to be supplied along with the Machine and the rate quoted for the Machine should be considering this also.