



TRANSFORMERS AND ELECTRICALS KERALA LIMITED

(A Joint Venture of GOVERNMENT OF KERALA & NTPC Limited)

GENERAL TERMS AND CONDITIONS

1. **Conclusion of Contract :** The Order is the acceptance of the Offer made by the supplier and hence, right to withdraw the offer does not subsist from the date of the order.
2. **Mode of submission:** The offers shall be submitted offline (manual) or online (e-tender) as specified in the tender enquiry. Online tenders shall be submitted only through the Govt. of Kerala e-tender portal www.etenders.kerala.gov.in. Offline tenders shall be submitted either in sealed covers or emailed to the unique email address of TELK for the purpose **telktenders@gmail.com**. The bidders shall submit the bids well before the prescribed due date and time.
3. The offers shall be submitted in single cover system or two cover system as specified in the tender enquiry. For two cover system, Technical Bid and Price Bid are separate. First cover shall contain Technical Bid which shall contain Technical particulars, Un-priced commercial bid, Test Reports, Catalogue, and Quality Assurance Plan as applicable. Second cover shall contain Price Bid ie, BOQ (In the format if given by TELK). You shall submit all the documents of the tender duly signed & stamped as a sign of acceptance. Deviations / comment or any additional information if any, shall be furnished along with the technical bid.
4. **Fixed Price :** The bidders shall quote only Fixed Rate / Price and not subject to any escalation whatsoever during the period of Bid Validity and execution of Purchase Order. Any Bid with adjustable or price variation clause shall be treated as 'Non-Responsive' and liable for rejection except for Copper & Oil. Unit Rate shall only be considered as correct and valid, which shall be taken for further consideration.
5. **Quantity :** TELK reserves the right for quantity variation of +/- 25% for each item. The supplier shall adhere to the delivery schedule indicate in the Purchase Order.
6. **Tender Fee & EMD :** Tender fee & EMD shall be paid if specified in the tender enquiry. Tender fee and EMD of the offline tenders shall be paid by means of DD drawn in favour of TELK or by NEFT to the specified bank account of TELK. Tender fee and EMD of the e-tenders shall be paid only through the e-tender portal. Tender fee and EMD paid by any other means are liable to be rejected. The EMD of the successful bidder will be refunded within 30 days of submitting the Performance Bank Guarantee.
7. **Taxes and Duties :** All Taxes / Duties, if any, payable extra over and above the quoted rate, shall be specifically indicated in the Priced Bid, failing which the quoted rates shall be considered as "all inclusive". Offer shall carry clear details of HSN code and applicable Rate of CGST/IGST/SGST. Invoice shall be submitted in triplicate and shall be in conformance with the format specified as per GST ACT 2016.
8. **Validity of Offer :** Offer shall be kept valid for acceptance for a period of 60 days from the date of opening of the Technical & Un-Priced Bid.
9. **Liquidated Damages :** Liquidated Damages will be levied for any delayed lot delivery @ 1 % of the value of the goods delayed, per week of delay subject to a maximum of 10% or part thereof.
10. **Terms of Payment :** Payment will be made through NEFT within 60 days of receipt material at our Stores, Angamally and its acceptance unless otherwise specified.

11. **Guarantee Clause :** All goods shall be free from defects due to faulty material and workmanship and it shall be guaranteed for a period of 12 months from the date of acceptance of material at TELK works, whichever is later. Guarantee/Warranty certificate shall be submitted along with the consignment.
12. Evaluation of the Offers shall be on the basis of **“To-Door Cost at TELK, Angamaly”** (NET Cash outflow of TELK).
13. For technical qualification we will be evaluating supplier’s capability to supply quality material for the entire ordered quantity, past performance references and commercial terms offered.
14. In case the lowest bidder (L1) is not a registered / approved supplier of TELK, Angamally, they will be allowed to supply the items only after evaluation by TELK authorities and enlisting as approved/registered supplier. They shall submit duly filled vendor capability report/supplier registration requisition form available in our website www.telk.com.
15. In case L1 is a new supplier to TELK, L2 may also be considered in order to meet urgent requirements.
16. TELK has the right to split the order quantities to various parties to meet our delivery commitments.
17. **Quality :** The Goods shall be supplied conforming to the description /specification /sample referred in the order/tender or agreed to upon in writing or otherwise.
18. **Packing :**
 - (a) Goods must be packed securely to withstand all hazards in transit up to destination.
 - (b) The net weight and name of the material shall be marked clearly and conspicuously on each container.
 - (c) Wherever any special packing is called for, the same shall be strictly adhered to as per our specification.
 - (d) Items which are not to be exposed for moisture and rain water entry shall be adequately protected against rain water entry during transportation.
19. **Delivery :**

“TIME OF DELIVERY IS THE ESSENCE OF THIS CONTRACT”
20. **Documents :**
 - (a) Challans should be submitted in duplicate.
 - (b) Invoices should be submitted in triplicate.
 - (c) RR/PWB/Lorry Consignment Note should be in the name of Transformers and Electricals Kerala Limited, Angamaly and should not be marked “SELF” even if the terms of payment are through Bank.
21. **Consignee :** Manager (Stores), Transformers and Electricals Kerala Limited, Angamaly.
22. **Inspection :** The Goods supplied will be subject to final inspection at our Factory. We reserve the right to reject and return, at the risk and cost of supplier, such Goods, which do not conform to our specification and the required quality. Such rejected Goods should be replaced within 60 days from the date of rejection. Materials will be inspected at suppliers’ works by our representative, prior to dispatch, if required.
23. **Disposal of rejected goods**
 - (a) If rejected goods are not replaced/removed from our Stores within three months from the date of receipt at our Stores, we reserve the right to dispose the same as scrap without further notice.

- (b) Defects noticed on Material accepted but observed during manufacture/production, such defects will be intimated to the supplier who shall visit TELK for investigation and arranging replacement.
24. **Excess Supply** : Goods supplied in excess of the quantity ordered will be accepted and paid for only in exceptional circumstances at our discretion.
25. **Jurisdiction** : Any dispute arising out of this contract shall be subject to the jurisdiction over the area in which our Factory situates.
26. **Test Certificate** : Test Certificate shall be furnished along with the Invoice copy.
27. **Publicity** : Any publicity by the Vendor in which the name of the Purchaser and/or indenter is to be used should be done only with the explicit written permission of the Purchaser.
28. **Risk Purchase** : The Purchaser, at his option, will be entitled to terminate the contract and to purchase from elsewhere at the risk and cost of Seller, the goods as a whole or any part, which the Seller has failed to deliver or dispatch within the time stipulated as aforesaid or if either the same were not available the best and nearest available substitute thereof. The Seller shall be liable for any loss, which the Purchaser may sustain by reason Purchase(s) in addition to penalty at the rate mentioned in clause No. 9 above.
Vendor does not agree to above risk purchase clause, their offer is liable to be rejected. In case any vendor accepts the risk purchase clause initially and subsequently declines to honour the terms in the eventuality of risk purchase, they may be banned for business with TELK.
29. **RIGHT TO ACCEPT OR REJECT THE TENDERS** :
- a) The right to accept the tender in full or in part/parts will rest with TELK.
- b) Tenders not accompanied with prescribed information or are incomplete in any respect, and/or not meeting prescribed conditions, shall be considered as non-responsive and are liable to be rejected.
- c) TELK reserves the right to accept or reject any bid or a part of the bid or to annul the bidding process and reject all bids, at any time prior to award of contract without assigning any reason whatsoever and without thereby incurring any liability to the affected bidder or bidders on the grounds for the Buyer's action.
- d) If the bidder gives wrong information in his tender, TELK reserves the right to reject such tender at any stage or to cancel the contract
- e) TELK reserves the right to reject the bid of parties who have failed to meet contractual delivery /provide adequate after sales support for the products supplied against earlier orders.

Important Notice

- i. In the event of quoting "Packing and Forwarding charges" extra in the offer, the "Packing Charges" and "Forwarding Charges" shall be separately mentioned in your offer.
- ii. Tenderer is requested to furnish all the details called for in the tender. In case any required data/information is/are not furnished in the offer, Purchaser reserves the right to assume the same for the purpose of evaluation/comparison and decide the Tender accordingly.

NOTE : In case special conditions are mentioned in the tender, the same shall prevail over the general terms & conditions

ASST. GENERAL MANAGER (Contracts & Materials)

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