

KERALA AUTOMOBILES LTD,ARALUMOODU - 695123,
THIRUVANANTHAPURAM DIST

LIMITED TENDER

FOR

Valuation of old engines at CEL

Limited Tender No	KAL/STO/11/2025 dtd. 10/01/2025
Last Date of submission of Tender	5 PM on 18/01/2025
Opening of Tender	10 AM on 20/01/2025
Tender to be submitted to	The Managing Director, Kerala Automobiles Ltd,Aralumoodu.P.O,Thiruvananthapuram

BID SYNOPSIS (Limited Tender)

Website-www.kal.org.in

E Mail -manager.kal@kerala.gov.in
anoop.2440002@kerala.gov.in

1	Limited Tender No	KAL/STO/112024 dtd. 10/01/2025
2	Name & Address of the Authority, Venue of receipt of Tender	The Managing Director, M/s. Kerala Automobiles Ltd, Registered Office at Aralumoodu, Thiruvananthapuram Dist,Kerala, Pin 695123
3	Name of Work/supply	Valuation of old engines at Continental Engines Limited, Roorkee
4	Scope of work	Scope of Work as detailed in Clause No 4 of the Notice inviting EOI
5	Supply location	M/s. Kerala Automobiles Ltd, Registered Office at Aralumoodu, Thiruvananthapuram Dist,Kerala, Pin 695123
6	Time of Completion	45 days from the award of Work Order
7	Cost of Tender Document	Rs 1000
8	Last Date of submission of Tender	5 PM, 18/01/2025
9	Date & Time of Tender opening	10 AM, 20/01/2025
10	Earnest Money Deposit	Rs 1000
11	Validity Period of tender	120 days from the date of opening of Tender
12	Payment Terms	25% along with the Work Order, 75% after work completion.

I. GENERAL INFORMATION

Kerala Automobiles Limited (KAL) having its Regd.Office at Aralumoodu – 695123 in Thiruvananthapuram Dist, Kerala State is a Public Sector undertaking engaged in the manufacturing and marketing of Electric Three Wheelers.This Limited Tender is towards Valuation of old engines at Continental Engines Limited, Roorkee.

II.DEFINITIONS AND INTERPRETATIONS

In this Tender, the following words and expressions shall have meaning hereby assigned to them except where the context otherwise requires.

- a) **OWNER** or **COMPANY** shall mean M/s. Kerala Automobiles Limited, Aralumoodu – 695 123 in Thiruvananthapuram Dist, Kerala State
- b) **TENDERER** shall mean the firm/organization/industry/company who participates and submits the Tender.
- c) **SUPPLIER** shall mean firm/organization/industry/company, whose Tender has been accepted by the owner and includes the supplier's Legal Representatives, Successors and permitted assigns.
- d) **TENDER** shall mean the tender submitted by the supplier for acceptance by owner.
- e) **WORK** shall mean and include the supply of the items to be executed in accordance with the contract or part thereof as the case may be and shall include all extras, additional, altered or substituted works as required for the purpose of the contract.
- f) **CONTRACT** shall mean the agreement between the owner and the supplier for execution of the work including all documents therein such as the Invitation to Tender, Instructions to Tenderers, all conditions of Contract, specifications, General Requirements, Time Schedule, Prices, Letter of Acceptance of Tender, Agreed variations, if any etc.
- g) **CONTRACT DOCUMENTS** shall mean collectively the Tender Documents, Designs, specifications, Schedule of Rates/Prices, Letter of Acceptance of Tender, agreed variations, if any and other documents constituting the Tender and acceptance thereof.
- h) **SPECIFICATIONS** shall mean all Directions, various technical specifications, provisions and requirements attached to the contract which pertain to the method and manner of performing the work in accordance with the quantities and qualities of the work and the materials to be furnished under the contract for the work as may be amplified or modified for the performance of the contract including those in order to provide for the unforeseen

contingencies or in the best interest of the work. It shall also include the latest edition including all addenda/corrigenda of relevant Indian Standard Specifications and other relevant codes.

- i) **SITE** shall mean the Land, Building and other places on, under, in or through which the work is to be carried out for the purpose of the contract together with any place designated in the Contract as forming part of the site.
- j) **NOTICE IN WRITING** or **WRITTEN NOTICE** shall mean a notice written, typed or printed form sent or otherwise proved to have been received by registered post to the last known private or business address or registered office of the Contractor or delivered personally and shall be deemed to have been received in the ordinary course of the post as if it would have been delivered.
- k) **ORDER AMENDMENT** means an order given in writing by the company to effect additions to or deletions from and alterations in the work.

III. GENERAL INSTRUCTIONS TO TENDERERS

1) SUBMISSION OF TENDER

- a. Submission of tender shall be online through the website tenders.kerala.gov.in
- b. The submitted Commercial Bid should contain bill of quantities (Price Bid) duly filled for Valuation of old engines at KAL.
- c. When there is a discrepancy between the amounts written in words and figures in a tender document, the amount written in words will prevail.
- d. The tender documents are non-transferable

2) EMD

- a. EMD amount is Rs. 1000/- (Rupees One Thousand Only) and can be remitted online.
- b. EMD of the unsuccessful tenders will be refunded without any interest on finalization of the contract with the successful Tenderer.
- c. EMD deposited with KERALA AUTOMOBILES LIMITED will be forfeited, if:
 - i. A tenderer withdraws his bid during the period of validity specified.
 - ii. A tenderer fails to accept the order and execute the same as per the order and tender conditions.
- d. EMD of the successful tenderer shall be released on completion of the work.

3) VALIDITY

Tender submitted by tenderers shall remain valid for acceptance for a period of 120 days from the date of opening of the tender. Tenderers shall not be entitled to revoke or cancel his tender or to vary the tender given or any term thereof during the said period of 120 days without the consent in writing from the owner. In case of tenderer revoking or cancelling his tender or varying any term in regard thereof without the consent of owner in writing, the Earnest Money deposited shall be forfeited.

4) ACCEPTANCE OR REJECTION OF TENDER

The owner reserves the right to accept, reject or negotiate any Tender without assigning any reason. The owner does not bind itself to accept the lowest tender and reserves to itself the authority to reject all or any of the tenders received.

5) TIME SCHEDULE

The time allowed for the work is 45 days from the award of Work Order. Request for revision of this time element after tenders are opened will not be considered.

6) PENALTY FOR DELAY/NON-SUPPLY/PARTIAL SUPPLY

In case the supplier fails to deliver the goods/services completely or effecting partial supply only within the stipulated period, penalty @0.5% per week will be charged on the supplier subject to a maximum of 10% value of the order. Part Supply will not be considered as an excuse for avoiding cancellation of the order and forfeiture of EMD or waiving of the penalty for delay.

7) GENERAL CONDITIONS OF CONTRACT

- a) Earnest Money Deposit of the tenderer, whose Tender has been accepted by the owner and on whom Purchase Order has been issued, shall be released on completing the commissioning of all items in acceptable condition at the owner's site.
- b) The tenderer shall quote his lowest Amount. All Taxes including Goods Service Tax shall be clearly indicated in the Tender. Price quoted should be on F.O.R Destination (KAL, Aralumoodu, Thiruvananthapuram Dist., Kerala)
- c) The purchaser may alter the quantities of material at the time of placing of orders.
- d) The tenderer shall be solely and exclusively responsible for engaging and employing persons for the due execution of the contract. The tenderer shall be

responsible for the damage or loss incurred by the owner due to careless handling of materials or due to negligence from the part of his workmen or staff. The employees engaged by the tenderer are to be covered under insurance or under ESI act. Declaration forms, Details of wages etc are to be furnished to the Administration department of KAL.

8) LIQUIDATED DAMAGES FOR DELAY

In case the contractor fails to complete the whole work in the contract within the stipulated period, he shall be liable to pay liquidated damages of 0.50% of the contract value of the work for every week of delay subject to the maximum of 10% of the contract value. The parties agree that this is a genuine pre-estimate of the loss/damage which will be suffered on account of delay on the part of the contractor and the said amount will be payable on demand without there being any proof of the actual loss or damages caused by such delay. All sums payable by way of liquidated damages under any of the conditions shall be considered as reasonable compensation without reference to the actual loss or damages which shall have been sustained.

9) FORCE MAJEURE

Any delay or failure on the part of the supplier to completely deliver the equipment shall not constitute default hereunder or give rise to any claims for damages, if any, if the same is caused by occurrences such as Acts of God or public enemy expropriation or confiscation of facilities by Government Authorities, compliance with any order or request of any Government authorities, acts of war, rebellion or sabotage or fires, floods, explosions, riots or strikes. The existence of conditions of force majeure preventing the deliveries should be informed to the owner within 7 days of its occurrence and the owner will communicate with the supplier as to whether they accept the conditions of force majeure. The owner's decision in this case will be final and binding on the supplier.

10) EXTENSION OF TIME

Normally a request for extension of time will not be entertained by the owner unless it is convincingly proved to the satisfaction of the owner that extension is warranted. In such case, the supplier shall submit in writing the extension needed with justifications. No extension of time can be taken for granted unless specifically agreed by the owner in writing.

11) RIGHT OF OWNER TO POSTPONE/TERMINATE ORDER

If due to circumstances beyond control, it becomes necessary to postpone the supply or terminate the order, the owner shall have the authority to do so by giving notice in writing to the supplier and in doing so, if the supplier as per the order had already started manufacturing of the items or obtained materials from their sources but not delivered at the owner's site, owner shall consider and admit such claims as deemed fair and reasonable if supported by necessary documents.

12) RIGHT OF THE OWNER TO ARRANGE SUPPLY FROM ALTERNATE SOURCE

In case where a successful tenderer having made partial supplies fails to fulfil the contract in full, company reserves the right to procure all or any other materials not supplied by the successful tenderer from the next higher tenderer who has offered to supply or from any other source. The loss if any suffered by the company due to this, along with penalty and liquidated damages will be recovered from the security deposit (or any other amount payable) of the successful tenderer who has failed to fulfil the contract.

13) PAYMENT

25% along with the Work Order, 75% after work completion.

14) TAXES, DUTIES ETC.

Taxes and statutory levies as per Government rules in force for the value of supplies shall be indicated in the tender separately. The total value including taxes shall also be indicated in the tender.

15) SUPPLY CONDITIONS

a) All types of Taxes, duties and any other Govt. levies payable shall be mentioned in the tender.

b) Transit insurance, packing & forwarding charges, Freight charges, octroi (if any) and loading charges at the supplier's end and unloading charges at our Project site shall be met by the contractor.

c) Any labour disputes on or off site pertaining to the supply shall be resolved by the supplier and the same cannot be taken as an excuse for the delay in the performance of the contract.

d) Any other charges which are not mentioned in the bid will be considered as included in the Basic Price.

16) COURT JURISDICTION IN CASE OF DISPUTE

- a) All disputes or differences of any kind whatsoever which may at any time arise between the parties hereto concerning the works or the execution or the maintenance thereof or to the rights or liabilities of the parties arising out of or in relation to whether during or after completion of the contract shall be by written notice by either party to the other.
- b) The contract shall be governed by and construed according to the laws in force in India. All disputes which cannot be settled mutually shall be submitted to the jurisdiction of courts situated at Thiruvananthapuram district for the purpose of action and proceedings arising out of the contract and the courts at Thiruvananthapuram district alone will have the jurisdiction to hear and decide such actions and proceedings.

Sd/-
MANAGING DIRECTOR