

XKERALA STATE TEXTILE CORPORATION LIMITED
‘Annapoorna’, T.C. No.9/2000-01, Kochar Road, Sasthamangalam P.O.,
Thiruvananthapuram, KERALA – 695010
Phone No. 0471 2726295, Fax No. 0471 2726240
Email address: mawm.kstc@kerala.gov.in, tech.kstc@kerala.gov.in,
prj.kstc@kerala.gov.in, Website: www.kstcl.org

Tender Notice No: KSTC/TECH-KT/2023-'24/919

Date: 16.11.2023

Supply at site, Installation, Commissioning and Hand over of latest automatic cone winding machine (Autoconer)

Issue of Tender Document:

This tender document is downloaded by

Bidder's Name : _____

Bidder's Address : _____

Telephone No. : _____

Fax No. : _____

Email address : _____

GSTIN No. : _____

Issued by:

The Managing Director
Kerala State Textile Corporation Ltd.,
‘Annapoorna’, T.C. 9/2000-01, Kochar Road,
Sasthamangalam P.O., Thiruvananthapuram,
Kerala. Pin Code: 695010.

1. NOTICE INVITING TENDER

Tender notice No. KSTC/TECH-KT/2023-'24/919

Date: 16.11.2023

Kerala State Textile Corporation Limited, herein after referred as “KSTC” invites e-tenders under two bid system, for the supply at site, erection and commissioning of 2 Automatic Cone winding Machine with number of drums range 90 - 100 from a reputed manufacturer/ supplier or an approved dealer/ authorized agent, for Kottayam Textiles, Vedagiri, Kottayam, Kerala, a unit of Kerala State Textile Corporation Ltd.

The document containing the details of tender requirements can be downloaded from the e-tender web portal www.etenders.kerala.gov.in. Interested suppliers/ manufacturers can submit their bids / offers through the above-mentioned e-tender portal.

Last date for submission of bid is 17.02.2024 upto 18:00 hrs.

Sd/-

General Manager (Technical), KSTC

Address for communication.

Postal address:

The General Manager (Technical),
Kerala State Textile Corporation Limited.
'Annapoorna', TC 9/2000-01,
Kochar Road, Sasthamangalam P.O.
Thiruvananthapuram – 695 010, Kerala
Telephone No. 0471 2726295.

Contact details for technical clarifications:

The General Manager (Technical)
Phone No. 0471 2726295

Note: *The terms bidder / party / applicant (Singular) are used interchangeably hereto.*

DISCLAIMER

All information contained in this Notice Inviting Tender (NIT) subsequently provided / clarified are in the good interest and faith. This is not an agreement and is not an offer or invitation to enter into an agreement of any kind with any party. Each bidder should conduct their own investigation and analysis, and should check the accuracy, reliability and completeness of the information in this NIT. Applicants should make their own independent investigation in relation to any additional information that may be required.

Bids / applications meeting the qualification criteria, based on the details / credentials uploaded for technical bid by the prospective bidders, shall be shortlisted for financial bid. The shortlisted bidders may be invited before the selection committee.

Further details, if any, may be obtained from the General Manager (Technical), KSTC, contact number – 0471 2726295, on all working days between 10:00 am and 5:00 pm.

Note: KSTC reserves the right to cancel this tender notice and / or invite a fresh with or without amendments, without liability or any obligation for such request of this tender notice, and without assigning any reason. Information provided at this stage is indicative, and KSTC reserves the right to amend / add further details to this tender document.

2. AIMS & OBJECTIVES:

E – tender under two bid system, for the supply at site, erection and commissioning of 2 Automatic Cone winding Machine with number of drums range 90 - 100 from reputed manufacturer/ supplier or an approved dealer/ authorized agent, for Kottayam Textiles, Vedagiri, Kottayam, Kerala, a unit of Kerala State Textile Corporation Ltd.

3. BID SYNOPSIS

S No	Description	Particulars
1	Scope of Project	E – tender for the supply at site, erection and commissioning of 2 Automatic Cone Winding Machine with drums range of 90 - 100.
2	Project site	Kottayam Textiles, Vedagiri, Kottayam, Kerala - 686632
3	Name and address of the Client	Kerala State Textile Corporation Ltd. 'Annapoorna', TC 9/2000-01, Kochar Road, Sasthamangalam P.O. Thiruvananthapuram Kerala. Pin Code: 695010. Telephone: 0471 2726295 Fax: 0471 2726240 Email address: tech.kstc@kerala.gov.in prj.kstc@kerala.gov.in kt.kstc@kerala.gov.in Website: www.kstc.kerala.gov.in
4	Cost of e - tender (with GST @18%)	₹ 1,88,800.00 (Online mode)
5	Earnest Money Deposit	₹ 8,00,000.00 (Online mode) Firms registered under MSME are exempted.
6	Mode of participation	E – tender through “ etenders.kerala.gov.in ”
7	Type of tender	Item rate basis.
8	Last date and time of submission of bids	17.02.2024 18:00 PM hrs.
9	Date and Time of opening	19.02.2024 12.30 PM hrs.
10	Currency of bid	-
11	Period of Bid Validity	90 Days
12	Documents to be submitted for participation	As given in clause 8 of NIT
13	Bidder specification	manufacturer / supplier or an approved dealer/ authorized agent. In case of approved dealers, authorization letter by the original equipment manufacturer would be considered.

4. TECHNICAL SPECIFICATIONS

Sl. No.	Name of the Machine	Specification	UoM	Quantity
1.	Supply at site, erection and commissioning of one Autoconer machine	<p>Automatic independent head winding machine with:</p> <ul style="list-style-type: none"> • No. of drums per machine: Range of 90-100 • Magazine type: Manual, bobbin fed, circular magazine with pockets for 9 cops. • Count range (Ne): 20s to 120s. • Material to be processed: 100% cotton and cotton/ manmade Staple fiber blends. • Mechanical drum speed (Max): Up to 2500 m/min with individual inverter – controlled drum drive for each winding head. • Package type: 4 Degree 20 min. • Package Diameter: Maximum 320 mm. • Drum type: Steel/ cast iron with electro nickel plated grooved with 3/2 turns, antistatic, suitable for multiple counts from Ne 20s to Ne 120s with 6-inch traverse. • Clearer type: Capacitance/ Optical with contamination channel with Poly Propylene separator • Yarn joining: Individual air splicer (suitable for 100% cotton/ synthetic/ cotton staple blends and 100% synthetic yarn) 	No.	2

		<ul style="list-style-type: none"> • Anti-patterning: Should have electronic system to eliminate patterning. • Waxing: With waxing device. • Drive: Individual motor drive for each function (namely): <ul style="list-style-type: none"> • Drum • Tension device • Splicer • Bobbin ejection • Magazine rotation • Waxing device • Upper suction arm • Lower suction arm, etc. • Cleaning: With overhead travelling cleaner. • Yarn cutter: Either sinterized metallic or ceramic yarn cutter • Tension control device: Online tension monitoring system for maintaining uniform tension throughout the package. • Anti-ballooning device: Automatic Balloon breaker control system • Drum lapping sensor – Transverse monitoring sensor to avoid yarn lapping. • Length measuring: With built in online length measuring sensor in drum and package. • Package conveyor: Conveyor belt type for package transportation. • Tube conveyor: Conveyor belt for empty tube transportation. • Doffing & donning: Automatic doffing of full cone and donning of empty cone with tail end. 		
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		<ul style="list-style-type: none"> • Gliding cop basket carrier on the machine – 3 No. • Programmable control for different functions • Digital display of process parameters • Pneumatic setting • Individual suction system in each spindle/ centralized suction system for all spindles. • Controlled cut system (CCS/ smart pick up to reduce repeat cycles) • The machine with R.H Head Stock & L.H Head Stock. 		
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Probable bidder may visit the Project site before submitting the offers, if necessary.

5. EMD & TENDER FORM FEE

To participate in e-tender, the manufacturers / suppliers are to make Earnest Money Deposit (EMD) [refundable] and tender form cost (non - refundable) as a single online transaction as follows:

EMD	₹ 8,00,000.00
Tender Form Fee with GST @18%	₹ 1,88,800.00

	₹ 9,88,800.00.

6. RULES FOR REMITTING EMD & TENDER FEE:

Payment towards EMD and tender form fee should be deposited online as single transaction for **₹9,88,800.00. (Rupees Nine lakh eighty eight thousand and eight hundred only)** using the payment gateway of State Bank of India (SBI). Bidders have the freedom to use either online payment through SBI's Internet Banking or payment through the bank of their choice through NEFT platform facilitated by SBI. The EMD amount of all unsuccessful bidders shall be refunded automatically to the bidder's account by SBI, and for successful bidder will be paid immediately on order confirmation. The tender form fee is not refundable. Instructions on NEFT payments are available at the end of this document for bidder's easy reference.

NOTE: Bidders who are making payment of EMD and Tender form fee through any bank other than SBI, should ensure that the payment through NEFT has been made **at least 48 hours** (two working days)

before the closing of bid, in order to ensure receipt of the amount in the account of SBI before the date of bid closing.

Non receipt of EMD and Tender form fee in the account of SBI before closing of bid will result in automatic rejection of bid by the system itself.

Micro, Small & Medium Enterprises registered with the National Small Industries Corporation Limited, New Delhi, or registered with the Udyog Aadhar registration will be exempted from the payment of EMD. The certificate to be uploaded properly.

The prospective bidders may contact **Technical Department** during office hours at least 7 working days prior to the date of tender closing for any assistance in submitting the tender.

7. CRITICAL DATES:

	Critical dates	Date	Time
1.	Tender Publishing date	21.11.2023	13:00 hrs.
2.	Tender Document download start date	21.11.2023	13:45 hrs.
3	Pre – Bid Meeting	29.11.2023	12:00 hrs.
3	Tender submission start date	29.11.2023	13.00 hrs.
4	Tender submission end date	17.02.2024	18.00 hrs.
5	Tender opening / meeting date	19.02.2024	12:30 hrs.

8. TECHNICAL BID [COVER 1] [DOCUMENTS TO BE UPLOADED TO COMPLY PRE – QUALIFICATION CRITERIA]

This part shall contain the following documents that are to be uploaded (.pdf format) as technical bid to qualify for financial bid:

- i) All pages of this document (Notice Inviting Tender – NIT) including annexures of NIT should be duly filled, signed and sealed in every page of NIT and to be uploaded ***as a token of acceptance of all terms and conditions in tender document*** (.pdf format).
- ii) Copy of the ***purchase order along with commission report*** or ***tax invoice*** (.pdf format) of last five machine supply in India should be uploaded.
- iii) Letter from Manufacturer confirming the agency or dealership or document to show Original Equipment Manufacturer (OEM) to be uploaded (.pdf format).
- iv) Details of authorized dealership or proof of purchase of equipment from authorized dealer of Original Equipment Manufacturer (OEM) in .pdf format.
- v) Confirmation of the Technical Specifications provided in the NIT that with the Bidders' Machinery (the brochures/ technical specifications/ all the related or associated machines/ equipment details should be uploaded in .pdf) along with details of any additional technical feature of the Machinery included in the quoted value.
- vi) Machine layout drawing should be uploaded along with Technical Bid document

- vii) The bidder should submit the copy of PAN, GST Certificate & IT return acknowledgement for 2022-'23, 2021-'22 & 2020-'21(.pdf format).
- viii) The Unique Document Identification Number (UDIN) mentioned, audited document showing the turnover of the company for 2022-'23, 2021-'22 & 2020-'21(.pdf format).
- ix) Declaration of **NON - BLACKLISTED** by any Government organizations/ departments/ Authorization etc.

The forms & annexures in the Notice Inviting Tender should be duly filled in, signed and stamped by the bidder.

The above documents shall be uploaded as attachments (in .pdf) as a part of technical bid documents for this tender in the prescribed manner. Submission of the aforesaid documents by any other means such, as fax, e-mail etc., will not be acceptable.

It is the responsibility of the bidder alone to ensure that the offer with required documents is uploaded on or before the stated time and date. KSTC shall not be responsible for any delays.

9. FINANCIAL BID [COVER 11]

This part shall contain only “Summary of Bidders Price” in the respective columns, which is to be uploaded as BOQ (in excel format). Any condition by the Bidder given in this part shall not be considered, and shall render the tender liable for rejection. *For imported machinery, the conversion rate to INR applicable on the date of opening financial bid will be the base for considering the lowest.*

Except, taxes (GST) and customs duty, the Bidder’s price must be firm throughout the period of the contract and there shall be no revision of the rates quoted by the bidder for any reason whatsoever.

If the suppliers are quoting for machines of different number of drums, then the price will be arrived on cost/drum basis.

Being the imported machinery, any duties and charges which are all exempted from input credit claim shall also be included along with the quoted amount for arriving LI.

10. AMENDMENT:

No variations or modifications of the terms of the contract shall be made except by written amendment signed by the parties. KSTC reserves the right to withdraw the offer at any time before the final agreement/ LC without assigning any reasons thereof.

11. PAYMENT CONDITIONS:

1) Supply of Indigenous Machinery

10 % of the basic value of the order as advance against the acceptance of our Purchase Order and upto 90% payment along with all Taxes, duties etc. on receipt and acceptance of goods by the consignee at destination. Balance 10% payment subject to the submission of 5 % value of the Basic Price as the Performance Guarantee, valid for a period of 14 Months from the date of completion of work.

The successful bidder has to produce an interest free security deposit equivalent to 5% of the total value of the contract in the form of deposit at KSTC or Bank Guarantee for the period of 12 months from the date of the completion of the work, as the performance guarantee

2) Supply of Imported Machinery

100% value will be paid as Letter of Credit on acceptance of our Purchase Order.

Tenders with price variation clause and / or ‘subject to prior sale’ condition are liable to be rejected.

12. DELIVERY SCHEDULE

Delivery should be within 10 months from the date of payment of advance or mutually agreed delivery terms.

In the case of imported machines, supply should be within 10 months from the date of opening of Letter of Credit or mutually agreed delivery terms. Bidders should bind only if they agree and comply with the delivery schedule of equipment.

Tenders not stipulating period of firmness on delivery date are liable to be rejected/ penalty clause.

13. INSURANCE

All insurances including transit insurance ware house to ware house shall be in the scope of the Supplier. The supplier has to take appropriate insurance cover for the damages which may arise during loading, transit, unloading, etc. till the successful supply of equipment at the project site.

In case of imported goods, the supply of goods is in CIF (cost insurance and freight) at any port under preference of KSTC.

14. WARRANTY: Minimum 12 months from the date purchase.

15. PENALTY FOR DELAY

If the successful bidder fails to complete the supply/ work within the period of completion or within any extended time allowed, the successful bidder shall pay the client an amount equivalent to 0.5%

of value of unfinished work/ contract value for every week of delay or part thereof subject to a maximum of 10% of contract value as liquidated damages.

16. NOTICE:

Any notice given by the party (manufacturer / authorised supplier) in pursuant to the contract shall be in English, sent in writing through registered post to the address as under:

17. INSTRUCTIONS TO BIDDERS:

1. This notice-inviting Tender will form part of the tender document and the agreement executed by the successful bidder.
2. Probable bidders are expected to visit the project site before submitting the offers. Suggestions on site conditions may be discussed with the **General Manager (Technical) on 0471-2726295** or can be communicated by email on tech.kstc@kerala.gov.in/prj.kstc@kerala.gov.in. Suggestion on site condition, if any, can also be uploaded along with the technical specification.
3. Bidders are to upload the tenders adhering to the technical specification and necessary supporting documents in the Technical Bid and the Financial Bid in their respective columns of Bill of Quantities (BoQ) to upload **on or before 17.02.2024 18.00 PM Hrs.**
4. Physical attendance not required for any meeting for technical, financial evaluation of tender. The interested bidder should inform the participation through mail to tech.kstc@kerala.gov.in, prj.kstc@kerala.gov.in or by call 0471- 2726295/ 9539900954, before 24 hours of meeting date.
5. **Technical Bid will be opened and verified by the committee on 19.02.2024 12.30 PM Hrs,** in the presence of those bidders or their nominees who may be present at that time. Technical discussion with the individual bidders would be held before finalizing the Technical bid. Successful bidders in the technical bid alone will be invited for the financial bid tender opening meeting. Bidders/ their authorized representatives who are having the mandate for negotiation of price are required to attend the tender opening meeting at the Head Office of the **Kerala State Textile Corporation Ltd., ‘Annapoorna’,T.C.No.9/2000-01,Kochar Road, Sasthamangalam P.O., Thiruvananthapuram, Kerala – 695010** or through video conference on the specified date and time. Price negotiation, if required, will be held only after the opening of financial bid, with the Lowest Quoted Bidder.
6. **The final acceptance of the tenders rests entirely with the KSTC who do not bind itself to accept the lowest or any other tender.**
7. Bidders are to quote only for the items mentioned in the Technical Specification (Point 4) in Notice Inviting Tender (NIT).
8. Bidders are expected to supply the items as per the specifications, terms and conditions of NIT.
9. Bidders are to upload their quote for tenders invited in Two Bid tendering mode. The bidders shall upload their (i) Technical Bid (Pre-qualification) and (ii) Financial bid through the e-tendering system only. **Any other mode, except through e-Tender, shall not be entertained.** In the event, if the quotes are found being submitted through any other mode, their offers will be disqualified.

10. The Bidders are requested to adhere strictly to the following step:

‘Technical bids are required to be uploaded before uploading the financial bid and not vice-versa’.

“ The price details only mentioned in financial bid ”

11. If desired, the bidder may take print out of acknowledgement of the bids submitted immediately after their submission.
12. The successful bidder should be prepared with the equipment and facilities and be ready to fulfill the work immediately on the date specified after awarding the order.
13. Any defects/ faults arising in supply/ installation/ erection should be rectified at the supplier’s risk.
14. Evaluation of qualification will be strictly based on the details scanned and uploaded. Copies of testimonials and other documentary evidence must be uploaded (.pdf format) wherever applicable along with the technical bid for evaluation and confirmation of qualifying requirements. Bids of those bidders who in the opinion of KSTC Tender Committee do not satisfy the above requirements will not be considered.
15. The KSTC shall have no responsibility for any technical issue/ delays from the bidders end for non-receipt of tenders uploaded.
16. After awarding the tenders, the information relating to the ‘Award of Contract’ shall be uploaded in the NIC portal for public information (website: <https://etenders.kerala.gov.in>)
17. The contract will be awarded to the bidder who has quoted the lowest (L1) at the negotiated price, subject to the condition that the price is comparable with market price and bidder has the capacity and resources to carry out the contract effectively and timely. Before that, bidder should qualify the technical bid to evaluate the financial bid.
18. The representatives of KSTC may physically verify the bidder firm/ unit as the part of technical bid evaluation. The bidder’s selection in technical bid depends not only the uploaded files but also the physical verification of KSTC representatives.
19. Prior to the expiry of the validity period of the tender, KSTC will place the order with the successful bidder.
20. Tender not properly filled, uploaded with incorrect calculations and generally not complying with the conditions, are likely to be rejected automatically.
21. ***Except taxes (GST) and customs duty, the Bidder’s price must be firm throughout the period of the contract and there shall be no revision of the rates quoted by the bidder for any reason whatsoever.***
22. **Price for supply: Price of the equipment supplied should be all-inclusive as given in BoQ. Any payment other than in tender will not be entertained by KSTC at any cost. Hence it is requested to the bidder to place the offer after visiting the unit.**
23. **In the case of imported purchase, the financial bid should be quoted with CIF at Kerala Port.**
24. The bidder shall carefully and thoroughly study the tender documents, before uploading their respective bids. It will be deemed that the bidder has thoroughly studied and obtained all clarification and all relevant details regarding prices and provisions necessary for successfully

carrying out the work as per the tender documents. No claim/ objections will be entertained at a later date on account of lack of clarity/ misrepresentation of any data.

25. "Specification" shall mean all technical specification of the product/item/equipment.
26. ***The KSTC does not bind itself to accept the lowest tender, if they do not agree with the terms and conditions, payment condition and delivery period.***
27. The KSTC reserves to itself the authority to reject any or all tenders received by assigning the reasons there of.
28. The tender shall remain valid for acceptance for a period of **90 days** from the date of tender opening.
29. Any defect developed within the "Warranty Period" from the date of commissioning of the machine have to be rectified by the supplier at their own cost/risk. In case the supplier does not rectify the defects, KSTC or it representative shall get the work done at the risk and cost of the supplier.
30. The supplier shall not be entitled to any compensation for any loss suffered by him on account of delays in supply of the material, whatever the cause for such delays may be.
31. Supplier shall provide supervision for installation and commissioning activities of the equipment at the site.

18. ONLINE BIDDER REGISTRATION PROCESS:

Bidders should have valid encryption (Digital Signature Certificate – DSC) for participating in the e-tender.

Prospective suppliers willing to participate in this tender shall necessarily register themselves with the e-procurement portal <https://www.etenders.kerala.gov.in> The tender document can be downloaded from NIC web portal (website: <https://etenders.kerala.gov.in>). The tender timeline is available in the critical date section of this tender published in www.etenders.kerala.gov.in

To participate in e-tender, bidders should have Class III Digital Signature Certificate (DSC) to be procured from any Registration Authorities (RA) under the certifying Agency of India. Details of RAs will be available on www.ca.gov.in website for participating in this tender. Website registration is a onetime process without any registration fees. However, bidders have to obtain DSC at their own cost.

Bidders may contact e-procurement support desk of Kerala IT Mission over telephone at 0471 - 2577088 / 2577188 / 2577388 or via email: helpetender@gmail.com / etendershelp@kerala.gov.in for assistance in this regard.

TWO COVER SYSTEM

Bidders are required to submit offer in two covers, namely "Fee/ pre-qualification/ Technical" & "financial".

COVER 1 ("Fee/ pre-qualification/ Technical")

Bidders are requested upload the scanned copies of all the documents as mentioned in the **"TECHNICAL BID [DOCUMENTS TO BE UPLOADED TO COMPLY PRE – QUALIFICATION CRITERIA]"**

COVER II (Financial/ Price Bid)

Bidders are requested to quote rates in the Finance cover (boq) only. Please do not quote/ mention rates anywhere else in the tender other than “BOQ”.

Please note that queries related to enquiry specifications, terms and conditions etc. should be submitted online only by logging in at <http://etenders.kerala.gov.in> before the clarification end date / time specified in the “Critical dates” view of the “Work item details”.

Tender opening will be done online at the time and date specified in the tender “Critical dates” view of the “Work item details”.

The bidders are requested to go through the instruction to the bidders in the website <http://etenders.kerala.gov.in>. the bidders who submit their bids for this tender after digitally signing using their Digital Signature certificate (DSC), accept that they have clearly understood and agreed on the terms and conditions in the website including the terms and conditions of this tender.

The tender process shall consist of the following stages:

- 1. Downloading of tender document:** Tender document will be available for free download on www.etenders.kerala.gov.in. However, tender document fees shall be payable at the time of bid submission as stipulated in this tender document.
- 2. Pre-bid meeting:** As per the scheduled date and time at the specified venue
- 3. Publishing of Corrigendum:** All corrigenda shall be published on www.etenders.kerala.gov.in and shall not be available elsewhere.
- 4. Bid submission:** Bidders have to submit their bids along with supporting documents to support their eligibility, as required in this tender document on www.etenders.kerala.gov.in. Manual submission of bids will not be accepted under any circumstances.
- 5.** In case bidder encounters any technical issues pertaining to e-Procurement system while acting on the tender, computer screen shot of the error message with date & time stamp on the web-browser along with the query shall be e-mailed by the bidder to the help desk (helpetender@gmail.com / etendershelp@kerala.gov.in), for resolution of the problem. At the same time, problem must be intimated to the concerned Tender Inviting Authority via email.
- 6.** The time taken to ascertain, evaluate and suggest a solution for the problem reported by bidder may vary from case to case. Hence bidders are advised to submit the bid **at least 2 working days before the due date** and time of bid submission to avoid any last-minute issues that may come up.
- 7. Opening of Technical Bid and Bidder short-listing:** The technical bids will be opened, evaluated and shortlisted as per the eligibility and technical qualifications. All documents in support of technical qualifications shall be submitted (online). Failure to submit the documents online will attract disqualification. Bids shortlisted by this process will be taken up for opening the financial bid.
- 8. Opening of Financial Bids:** Bids of the qualified bidder’s shall only be considered for opening

19. NOTICE:

Any notice given by the party (manufacturer / authorized supplier) in pursuant to the contract shall be sent in writing through registered post to the address as under:

To,
The General Manager
Kerala State Textile Corporation Limited,
'Annapoorna', T. C. No. 9/2000-01,
Kochar Road, Sasthamangalam P.O.
Thiruvananthapuram – 695010, Kerala, India.

All correspondence and incidentals related to this contract shall be in English language.

20. DISPUTE RESOLUTION AND JURISDICTION:

- i. All suits of other legal proceedings in respect of any matters, dispute or differences whatsoever arising between the parties out of, or relating to the conclusion, meaning scope, operation, or effect of the contract or breach thereof shall be governed by and subjected to the laws of the Republic of India and shall be instituted only in appropriate codes having territorial Jurisdiction over Thiruvananthapuram.
- ii. Only Courts at Thiruvananthapuram shall have the jurisdiction to decide or adjudicate on any matter, which may arise.
- iii. The award made in pursuance thereof shall be final and binding on the parties.

21. MISCELLANEOUS:

- i) This document constitutes no form of commitment on the part of the KSTC other than to provide further information on the tender notice. Furthermore, this document confers neither the right nor an expectation on any manufacturer / authorised supplier to participate in the proposed process of inviting external investment.
- ii) KSTC reserves the right to withdraw from the tender process or any part thereof, to accept or reject any / all offer(s) at any stage of the process for empanelment or after empanelment and / or modify the process or any part thereof or to vary any terms without assigning any reasons. No financial obligations will accrue to KSTC in such an event. KSTC shall not be responsible for non-receipt of correspondences by post / e-mail / courier / fax etc.
- iii) The interested supplier shall bear all costs / expenses associated with the preparation and submission of the bids / offer for this tender. KSTC shall not, under any circumstances, be responsible or liable for any such costs / expenses whether direct, incidental or consequential.
- iv) All the papers and documents submitted / uploaded favouring this tender document should be filled in, signed, stamped and duly vetted by the authorised signatory of the manufacturer / authorised supplier, wherever applicable.
- v) It shall be deemed that by submitting the bids / offers, participant has:

- a. Made a complete and careful examination of this tender document.
- b. Accepted the risk of inadequacy, error or mistake in the information provided in the tender notice or furnished by or on behalf of the KSTC relating to any matters referred to in section on other terms and conditions mentioned above: and
- c. Agreed to be bound by the undertakings provided by it under and in terms hereof.

-Sd/-
General manager

ANNEXURE – I

TECHNICAL CAPABILITY

- Name and Address of the Bidder
(Including Phone, Fax No.
and E mail ID):

- Classification: (1)Manufacturer
(2) Authorized Agent
(3) Approved Dealer
(4) Engineering Company

- Constitution of the Bidder:
(Specify whether Proprietorship,
Partnership or Company)

- Location of the Plant:

- Name and Address of Bankers:

- Nearest service center address to buyer:

- Details of organization at service center:

- No of skilled employees:
List of special repair / workshop

- Facility available:

- Details of existing ISO Certification if any:
- Name of five buyers preferable in South India and their address to whom similar equipment's are supplied in the past, and whose reference may be made by KSTC regarding the bidders' technical competence and promptness in exciting orders.

DECLARATION

I hereby declare that the information furnished above is correct and true to the best of our knowledge and belief and also confirm that I am not associated with any firm with which the business has been banned by the State Government Department / Public Sector Undertakings (Central / State Government).

Place:	Signature
Date:	Name:
	(In block letters)

FORMAT – I

(To be filled and printed on the letterhead of the interested firm / company for submitting the EOI)

OFFER LETTER FOR ENROLMENT AS EMPANELED SUPPLIER FOR SUPPLY OF AUTOCONER MACHINES & ACCESSORIES

Reference No. _____

Date: _____

The Managing Director,
Kerala State Textile Corporation Limited,
'Annapoorna', T.C. 9/2000-01,
Kochar Road, Sasthamangalam P.O.
Thiruvananthapuram – 695010.

**SUB: OFFER FOR EMPANELMENT AS A SUPPLIER FOR DELIVERING
AUTOCONER TO KERALA STATE TEXTILE CORPORATION LIMITED**

Sir,

This is with reference to the advertisement dated _____ inviting bids as per tender reference No. _____ dated _____.

In response, as specified in the advertisement, we have read and understood the contents and guidelines of this tender document. We are desirous of participating in the bidding process to get empaneled as provider of Autoconer.

We _____
_____ propose to submit our offer as (manufacturer / supplier) as required we hereby upload the relevant documents as per the tender document.

We certify that we have not been convicted by a Court of Law or indicated or adverse orders passed by a regulatory authority, which would cast a doubt on our ability, which relates to grave offence that outrages the moral sense of the community. We further certify that no investigation by a regulatory authority is pending either against any of us or against our sister concerns or against any of our CEO's or any of our Directors / Managers / Employees. We understand that in case due to any change in facts or circumstances during the pendency of the process of this tender, the provisions of disqualification in terms of the subject guidelines would attract us; we would intimate Kerala State Textile Corporation Limited about the same immediately.

We shall be glad to receive further communication on the subject.

Thanking you,
Yours faithfully,
Authorized Signatory.

For and on behalf of the Manufacturer.

Enclosures: As above.