



**THE ALLEPPEY CO-OPERATIVE SPINNING MILLS LTD.**

**(Government of Kerala undertaking)**

**Kareelakulangara P.O., Kayamkulam**

**Alappuzha (Dist.), Kerala - 690572**

**TENDER DOCUMENT**

**Setting up of Fuel pump (MS/HSD + CNG Optional) in the  
land owned by ACSM at its work premises in  
Kareelakulangara, Kayamkulam**

**29 April 2024**



## **THE ALLEPPEY CO-OPERATIVE SPINNING MILLS LTD.**

### **Kareelakulangara P.O., Kayamkulam**

ACSM/GM/391 /2024-25

29 April 2024

### **NOTICE INVITING E-TENDER**

Online tenders are invited for “**Setting up of Fuel pump (MS/HSD + CNG Optional) in the land owned by The Alleppey Co-operative Spinning Mills (ACSM) at its work premises in Kareelakulangara, Kayamkulam**”. The tender is invited in two cover systems from the registered and eligible firms through the e-procurement portal of the Government of Kerala (<https://www.etenders.kerala.gov.in>). Prospective bidders willing to participate in this tender shall necessarily register themselves with the above-mentioned e-procurement portal.

The tender timeline is available in the critical date section of this tender published on [www.etenders.kerala.gov.in](http://www.etenders.kerala.gov.in).

Name of Work	Setting up of Fuel pump (MS/HSD + CNG Optional) in the land owned by ACSM at its work premises in Kareelakulangara, Kayamkulam
Ref No	ACSM/GM/101/2024-25
EMD	Rs.100,000.00
Tender Publishing Date	29-04-2024
Prebid clarification receipt	07 -May-2024
Prebid meeting	09-May-2024
Addendum Publication	10-May-2024
Last date of Bid Submission	23-May-2024, 5.00 PM
Date of Opening of Tender	27-May-2024, 11.00AM
Contact Details	<a href="mailto:acsmsgm@yahoo.com">acsmsgm@yahoo.com</a>
For more details visit	<a href="http://www.acsm.kerala.gov.in">www.acsm.kerala.gov.in</a>

Sd/-

General Manager/CEO

## Tender Enquiry

ACSM/GM/ 391 /2024-25

29.04.2024

The Alleppey Co-operative Spinning Mills Ltd. hereafter mentioned as ACSM for its Production unit, Kareelakulangara, invites online bids (E-TENDER), through the Kerala Govt. E-tender portal <http://etenders.kerala.gov.in>, from **Public Sector oil companies** for the following work:

Sl.No	Item Description
1	<b>Setting up of Fuel pump (MS/HSD + CNG Optional) in the land owned by ACSM at its work premises in Kareelakulangara, Kayamkulam</b>

1. The Bid should be submitted online at the website <http://etenders.kerala.gov.in> in the relevant covers only, by the due date and time, as specified in the “critical Dates” view of the “Work Item details” of the tender. Late/delayed tenders submitted online after the due date and time, for whatever reasons will not be considered. The Server Date & Time appear on the website. <http://etenders.kerala.gov.in> shall only be considered for the critical date and time of tenders. Offers sent through post, telegram, fax, telex, e-mail, and courier will not be considered.
  2. Partially completed/incomplete bids shall not be considered.
  3. All communication regarding the tender including queries if any and submission of offers shall be done online within the e-procurement system at the website <http://etenders.kerala.gov.in>.
  4. Bidders shall be required to arrange all resources, including Digital Signature Certificates and Internet Connections at their own cost, for participating in online tenders at <http://etenders.kerala.gov.in>.
  5. ACSM shall not be responsible for any delays reasons whatsoever in receiving as well as submitting offers, including connectivity issues. ACSM shall not be responsible for any postal or other delays in submitting EMD/tender costs wherever applicable.
  6. ACSM will not be responsible for the cost incurred in the preparation and submission of bids including the cost of a digital certificate, regardless of the conduct or outcome of the bidding process.
  7. **Two-cover system**  
Bidders are required to submit an offer in Two covers, namely “Fee/Prequal/Technical” and “Financial”.
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## **8. Cover I (“Fee/Prequal/Technical”)**

Bidders are requested to upload the scanned copies of the following details “online”.

- a) The scanned copy of the Tender inquiry duly signed on all pages.
- b) The scanned copy of the Terms and conditions duly signed on all pages.
- c) The scanned copy of the General purchase conditions duly signed on all pages.
- d) Deviations if any should be mentioned and uploaded with signature.
- e) All the documents related to the pre-qualification criteria shall be uploaded.

## **9. Cover II (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.

**10.** Please note that queries related to inquiry specifications, terms & 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 “Work Item Details”. ACSM, at its sole discretion, may not entertain the queries sent by post/fax/e-mail or through any other mode of communication

**11.** Tender opening will be done online at the time and dates specified in the tender “Critical Dates View” of “Work Item Details”.

**12.** The bidders are requested to go through the instructions to the bidders on 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.

**13.** ACSM reserves the right to accept any offer in whole or in part or reject any or all offers without assigning any reason. ACSM reserves the right to accept any or more offers in part. The decision of ACSM in this regard shall be final and binding of the bidder

**14.** Pre-Qualification Criteria for Suppliers.

The following prequalification criteria are to be met by the bidder for enabling technical evaluation

- a) The Bidder should be a Public sector oil company in INDIA

## **15. Pre-bid & Pre-bid Queries**

**Pre bid meeting will be held at ACSM Office on 09 May 2024; 11.00 am. Bidders have to send their queries on or before 07 May 2024.** Pre-bid queries shall be communicated through [acsmsgm@yahoo.com](mailto:acsmsgm@yahoo.com)

Sd/-

**General Manager/CEO**

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## **REQUIREMENTS FOR PETROL PUMP**

The Alleppey Co-operative Spinning Mills Ltd. (**ACSM**) is a Government of Kerala Undertaking organization engaged in the manufacturing of cotton yarn at its unit located Kareelakulangara, Kayamkulam, Alappuzha (Dist.) Kerala State – 690572.

We are interested in setting up a retail outlet (petrol/diesel fuel pump + CNG - Optional) in 30m (frontage) X 45m space, in our own land at ACSM, Kareelakulangara, Kayamkulam. The land frontage is facing state highway NH66.

**Only Public Sector Oil Companies in INDIA can participate in this tender as per Kerala Government Order No: GO. (Ms).No.122/2017/ID Dt: 23/12/2017**

### **Facilities to be provided by the successful bidder at the retail outlet at free of cost**

1. State of art canopy with LED lighting with RVI
2. Minimum 4 nos of multi-product dispensing units with 4 hoses (min) in each dispensing unit.
3. 2 nos of the dispensing unit with 4 hoses(minimum) for MS in which one hose has to deliver the premium brand has to be provided.
4. 2 nos of dispensing units with 4 hoses (minimum) for HSD have to be provided.
5. CNG Filling station can be considered as an optional facility
6. Lubricant retail dispensing system
7. An underground storage facility for MS and HSD has to be provided. A minimum of 20,000-liter underground storage tank has to be provided for each MS and HSD. A minimum of 10,000-liter underground storage tank has to be provided for the MS premium Brand. Necessary CNG storage facilities are required also to be considered.
8. Unloading area has to be provided with necessary safety and barricading facility
9. Lubricant sale/stock room
10. Automated outlet with provision for remote handling and monitoring activities
11. Sales office building with minimum 2 rooms with attached toilet facilities.
12. Necessary table, chair and other office furniture are to be provided.

13. Computer and accessories etc. with network connection requirements are to be provided.
14. Quantity and Quality measurement instruments and items as per statutory requirements are to be provided.
15. Toilet facility – Gents (1+2); Ladies (1+2) with facilities for differently abled persons.
16. Dressing room for pump operators and other staff – Gents -1 No and Ladies – 1 No.
17. CC paved driveway
18. Air Tower
19. DG for power backup of necessary capacity to operate the entire petrol pump. The service and maintenance of the DG during the entire lease period will be in the scope of the successful bidder
20. Inverter. The installation and maintenance of the inverter during the lease period will be in the scope of the successful bidder.
21. CCTV for monitoring RO operation. The maintenance of the CCTV during the lease period will be in the scope of the successful bidder.
22. Mechanical sweeper for driveway. The maintenance of the mechanical sweeper during the lease period will be in the scope of the successful bidder.
23. Monolith/Glow Signs shall be provided
24. Sales Building
25. Display racks
26. Automation equipment
27. Lights
28. Necessary Firefighting & Safety equipment
29. Dress for Pump operators
30. Telephone facility
31. Electricity including its approval from KSEI, KSEB, and all statutory approvals.
32. Water supply with all statutory approvals.

33. Air compressor and air inflation facility. The maintenance of the air compressor and the air inflation system during the lease period will be in the scope of successful bidder.
34. Nitrogen inflation facility.
35. Lawn and interlock tiling are to be provided. The maintenance of this during the lease period will be in the scope of successful bidder.
36. Drinking water cooler (Minimum Capacity 100ltr & 2 spouts) with necessary connections.
37. Necessary signboards in the road sides up to 500m surrounding the petrol pump on both sides of the road
38. Music system with enough speakers in the outlet
39. Rain water harvesting system
40. Training for the operation of the Retail Outlet including the emergency preparedness plan. This training should be done in every 6 months during the lease period by the successful bidder.
41. Fire, other accident and burglary Insurance for the outlet during the entire lease period is in the scope of the successful bidder.
42. 4 nos of POS machines shall be provided to ACSM connecting to ACSM bank account
43. The maintenance of all the facilities and equipment in the petrol pump during the lease period is in the scope of the successful bidder.
44. Filling of Earth in the above area up to the level of the proposed National Highway is the scope of the successful bidder.

#### **Facilities provided by ACSM**

1. Land for a lease period of 20 years
2. A land in "As is Where is Condition"
3. Manpower for operation of retail outlet

#### **Method of evaluation of bids.**

1. **The public sector oil company offering the total highest monthly lease rent and providing all the above-mentioned facilities or more for 20 years; will be awarded the land for development of the retail outlet.**

### **Other tender conditions**

1. **The dealership to be awarded to The Alleppey Co-operative Spinning Mills Ltd.**
2. The details of documents to be given by ACSM, for statutory approvals, have to be listed and submitted in the technical cover of the tender. ACSM will provide one set of these documents to the successful bidder.
3. All statutory approvals are to be taken by successful bidder.
4. Deviations, if any, have to be specifically submitted along with the tender documents.
5. The outlet to be commissioned by the oil company after taking all necessary statutory approvals within 6 months of allotment/award of outlet.
6. The offer should be valid for a period of 120 days after the price bid opening.
7. Excavated soil, if any, should not be taken out of ACSM premises. The excavated soil if any shall be dumped on the locations and leveled as directed by ACSM representative.
8. Inauguration expenses including necessary advertisements are to be borne by the successful bidder.
9. The development layout of the area is to be submitted along with the tender
10. In front of the petrol pump, lawn/interlock tiling is to be provided in the area, by the successful bidder.
11. Necessary road preparation works are to be done for hindrance-free and smooth entry of vehicles from main road to the petrol pump.
12. Maintenance of dispensing units, will be in the scope of supplier
13. Operational records keeping procedure has to be given in the training period to the ACSM.

### **Payment of Lease amount**

1. The lease period will be counted from six months from the date of award of land to the successful bidder or from the date of starting the operation of pump whichever is earlier.
2. The lease amount shall be credited to ACSM account before 5<sup>th</sup> day of every calendar month.



**Conditions after the end of lease period.**

1. The entire system will be taken over by ACSM.
2. The necessary documentation for the handover of all the facilities to ACSM has to be done within 3 months after the completion of the lease period.
3. ACSM will lease out the retail outlet, by their means, to public/private oil companies or will proceed as directed by ACSM Board of Directors/Govt. Of Kerala.

For further clarifications please contact,

1. Jayaraj.J  
Deputy Manager  
Mob: 9526074927  
[asmacsmjaya@gmail.com](mailto:asmacsmjaya@gmail.com)

I have read and understood the above details of this document

Name of the bidder:

Seal and Signature:

Date:

Setting up of petrol pump in the land owned by ACSM, Kareelakkulangara, Ka Kayankulam

DOCUMENT REQUIREMENTS

Below documents are to be provided by ACSM (to the successful bidder) for statutory approvals.

Sl.No	Document	Approval For (Purpose of the document )	Submission to Dept. /Office (Mention the Dept./Office name where the document is submitted)	Remarks
1				
2				
3				
4				
5				

Name of the bidder:

Signature and seal:

Date:

# GENERAL TERMS & CONDITIONS

## ARTICLE 1: DEFINITIONS:

### PURCHASER

Purchaser means ACSM having its registered office at Kareelakulangara - 690572. The term purchaser includes successors and assigns of ACSM.

### VENDOR/SUPPLIER:

Vendor/Supplier means the person, firm or corporation who is successful in the bid. The term vendor includes its successors and assigns.

### GOODS:

Goods means the articles, materials, supplies, drawings, data and other property and all services including design, delivery, inspection, testing, supervision during erection. Installation and commissioning specified or required to complete these tender conditions.

## ARTICLE 2. COMPLETE AGREEMENT:

Agreement is to be executed between the purchaser and the successful bidder

## ARTICLE 3. DEVIATIONS:

The bidder has to give it in writing, the deviations if any in any part/clause of the tender. ARTICLE 4. TAXES:

As applicable as per Government Notifications. The quoted price shall clearly indicate all taxes and duties excluding GST.

## ARTICLE 5. DELAYS:

Respect for Delivery Dates:

Time is the essence of the work and the delivery dates are binding on the vendor and no variation of scheduled delivery dates shall be permitted except after prior written authorization from the purchaser.

In the event of delay on the part of the vendor to deliver the goods in full or part, the purchaser shall be entitled at their option to recover from the vendor as agreed liquidated damages, at the rate of 0.5% per week of the price of the total contract value for each delayed week or part thereof as liquidated damages, subject however to a limit of 10% of the contract value without prejudice to purchaser's other rights mentioned in the agreement. The decision of the purchaser in this regards shall be final and binding.

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## CAUSES OF FORCE MAJEURE

Delivery dates will be extended to the vendor without being subject to liquidated damages, in the event of causes of force majeure within the contractual delivery periods: only the following will be considered causes of force majeure: acts of god (like earthquakes, floods, storms etc.) acts of states, the direct and indirect consequences of wars (declared or undeclared), hostilities, national emergencies, civil commotions and strikes & lockouts (only those which exceed duration of ten continuous days) of vendor's complete factory or any other reason beyond the control of the vendor and if accepted by the purchaser. The vendor shall immediately inform the purchaser and the consultant by registered and detailed letter supported by documentary proof at the beginning and end of all such impediments. It is understood that delivery dates will be extended only for the duration of the above mentioned impediments.

## ARTICLE 6. NON-CONFORMANCE:

In the event of rejection non-conforming goods, vendor shall be allowed without any extension of delivery time, to correct the non-conformities. should however vendor fail to do so within the stipulated time, the purchaser may cancel the order as to the non-conforming goods and shall contain the right with respect to substitution at the cost of the vendor, in installing and removing the non-conforming goods. Alternatively, however, purchaser may at its option have or cause the non-conformity to be corrected at vendor's expense.

Purchaser also reserves the right to claim damages for use of defective or sub-standard goods supplied by the vendor irrespective of the fact whether goods were inspected prior to receipt at project site by the purchaser or not.

## ARTICLE 7. NON-WAIVER:

Failure of purchaser to insist upon strict performance of any of terms and conditions here of, or failure or delay to exercise any rights or remedies provided herein or failure to properly notify vendor in the event of breach or the acceptance of or payment for any good here under or approval of design, shall not release vendor of any of the warranties or obligations of this tender and shall not be deemed a waiver of any right of purchaser to insist upon strict performances hereof or of any of its rights or remedies as to any such goods regardless when shipped, received or accepted, nor shall any purported oral modification or recession of this tender/purchase order issued to successful bidder by purchaser operates as a waiver of the terms hereof.

## ARTICLE 8. INSPECTION:

Necessary inspections and statutory approval for the installed items are to be done by the successful bidder

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## ARTICLE 9. WARRANTIES-GUARANTEES

Vendor shall warrant to purchase that the goods supplied shall give the required operational performance, shall be suitable for service intended and be of the quality specified or of the best grade of their respective varieties if no quality is specified and shall conform to the specifications, drawings, samples and other descriptions contained in the tender.

Vendor/Supplier shall guarantee purchaser and their authorized representatives against any and all defects in design, workman ship, materials and performance **for the entire lease/agreement period from the date of hand over of the land**. Should any defect develop during guarantee period, it shall be remedied promptly free of charge by the vendor and all the expenses for transportation of goods necessitated for such repairs or replacements shall be borne by the vendor. The goods, unless otherwise expressly stated herein are ordered by purchaser in reliance on each and all of the warranties and guarantees specified herein and implied by law or usage of trade.

The said warranties and guarantees shall apply even if vendor's quotation to purchaser or acknowledgement or acceptance of the purchase order attempts to disclaim the said warranties or guarantees or limits the purchaser's remedies for breach. Acceptance of goods by purchaser or their authorized representatives shall not release vendor from responsibilities arising out of the above mentioned guarantees and warranties.

## ARTICLE 10. PERFORMANCE GUARANTEE:

The vendor hereby undertakes to be responsible for defective goods supplied by him including shortcomings in the guaranteed qualities and performance as follows:

- A. The vendor guarantees that the material of construction and workmanship of all plant machinery and equipment covered by this contract shall be as specified in our scope of supply here to and wherever there is no specific mention in the same the quality shall correspond to the best available grade.
- B. The vendor further guarantees that the plant machinery and equipment covered by this contract shall be supplied conforming to the specifications, drawings and other description contained in this contract.
- C. The vendor shall as per Article 28 hereof deliver to the purchaser performance Bank guarantee, the amount collected at the time of executing contract agreement. The Performance Bank Guarantee shall be for 10% of the order value for each corresponding year. The performance Bank guarantee shall be submitted to the purchaser at the time of executing contract agreement for an amount of 10% of the contract value for the first year initially and shall be extended to the next corresponding year till the end of the entire lease/agreement period. The said performance Bank guarantees which shall be issued by a first class/nationalized Bank acceptable to purchaser, which shall be valid until the date of fulfillment of all the warranties guarantees as per Art.9 and 10. The performance Bank, Guarantee

shall be returned by the purchaser to vendor without delay after successful fulfillment of the said warranties, guarantees. If the fulfillment of the said warranties/guarantees is delayed for reasons for which the vendor is not responsible beyond thirty-six months after the date of delivery as per clause 5 above. The bank guarantee shall on the expiry of the said thirty-six months become null and void and shall forthwith be returned to the vendor. The performance guarantee can be submitted either as a bank guarantee or as a Demand Draft issued by a first class/nationalized Bank acceptable to purchaser.

- D. All the documents should be in the name of The Alleppey Co-operative Spinning Mills Ltd., Kareelakulangara P.O., Kayamkulam, Alappuzha, Kerala – 690572.

#### ARTICLE 11. INFRINGEMENT OF PATENTS ETC:

Vendor shall warrant that the sale or use of goods supplied under this tender. Whether designed and manufactured so as to comply with purchaser's specifications or otherwise, shall be free of any claim, whether rightful or otherwise of any person, by way of infringement of any patent, copyright, trademark or industrial design or the like and shall hold purchaser harmless and indemnify purchaser and its consultant and their authorize representative at its own cost from any and all such claims and legal proceedings purchaser makes no warranty that the production, sale or use of the goods designed and manufactured so as to comply with purchaser's specifications will not give rise to the claim whether rightful or otherwise of any third person by way of infringement of any patent, copy -right, trademark or industrial design or the like and in no event shall purchaser or its consultant be liable to vendor for indemnification in the event of any action being brought against vendor in connection with any such claim.

#### ARTICLE 12. COMPLIANCE OF REGULATIONS:

Vendor shall warrant that all goods and services covered by this conditions shall have been produced, sold, supplied, dispatched, delivered and furnished in strict compliance with all applicable laws, regulations, labour agreements, working conditions and technical codes and requirements as applicable from time to time. The vendor shall execute and deliver such documents as may be required to effect or to evidence such compliance. All laws and regulations required to be incorporated in agreements of this character are hereby deemed to be incorporated by this reference. The purchaser, its consultant and their authorized representatives disown any responsibility for any irregularity contravention or infringement of any statutory regulations in the manufacture or supply of goods covered by the successful bidder

#### ARTICLE 13. NON-ASSIGNMENT:

Any assignment of this tender or of any rights hereunder in any manner or hypothecation of materials of construction supplied by this purchaser in whole or in part by operation of law or otherwise without the prior written consent of purchaser shall be void. Any such consent shall

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not relieve the vendor from its obligations. Purchaser's consent shall however not be unreasonably withheld.

#### ARTICLE 14. GOVERNING LAW AND JURISDICTION:

All disputes relating to this tender between the purchaser and the vendor shall be subject to and the vendor shall be subject to and be governed by Indian laws and shall be referred to the Courts of Law situated at Haripad, Alappuzha (Dist), Kerala (India).

#### ARTICLE 15. PACKING, MARKING, SHIPPING & DOCUMENTATION

As per technical specification and any other documents in this tender.

#### ARTICLE 16. VENDOR'S DRAWINGS AND DATA REQUIREMENTS

- i. All technical documents catalogs, Leaflets, Flow sheets, Sketches and testing certificates, Drawings, etc., shall be supplied by the vendor in triplicate (three copies) along with an additional reproducible copy of drawings. All drawings, specifications dimensional drawings, Documents, etc. to be furnished by the vendor will be established by the metric system of weights and measures.
- ii. These time limits must be respected failing which the tender will not be deemed to have been duly executed for all purposes.

#### ARTICLE 17. TECHNICAL INFORMATION

All drawings, specifications, and details furnished by the purchaser to the vendor shall be the property of the purchaser and shall not make any use of drawings and specifications for any purpose at any time save and except for the purchaser. Vendor shall not disclose the technical information furnished to or gained by the vendor under or by or as a result of the implementation of this tender to the successful bidder, to any person, firm, body corporation, or authority and shall use all endeavors to ensure that the technical information is kept CONFIDENTIAL. The technical information imported and supplied to the vendor by the purchaser shall at all times remain the absolute property of the purchaser.

#### ARTICLE 18. NIL

#### ARTICLE 19. SUBSTITUTION AND WRONG SUPPLIES

Unauthorized substitution or materials delivered in error or of the wrong description or quality or supplied more than the quantity ordered or rejected goods shall be refundable only at the expense of the vendor after due notification to him, the vendor shall bear responsibility and shall bear, among other relevant changes, transportation, expense in full.

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#### ARTICLE 20. DEFERMENT OF DESPATCH DATE AND STORAGE:

The purchaser shall have at this own discretion, the right to ask the vendor to defer dispatch of goods by a period not exceeding 60 days. The care and storage of the goods during this period shall vest with the vendor and all expenses in this regard shall be borne by the vendor. For the extended period of storage, the purchaser shall bear, the cost of warehousing and insurance at actual and shall also release payment as per Article 28.

#### ARTICLE 21. CONFLICT AMONG TENDER TERMS AND CONDITIONS:

In case of any conflict between these general terms and conditions of the tender and the special conditions agreed to for a particular order, the stringent shall prevail to the extent applicable.

#### ARTICLE 22. DESPATCH DESTINATION:

- i. Unless otherwise specified goods are to be consigned to The Alleppey Co-operative Spinning Mills Ltd., Kareelakulangara P.O., Kayamkulam, Alappuzha.
- ii. The shipment of the machinery and equipment shall be completed as per the delivery period in the agreement between the vendor and purchaser
- iii. The vendor shall inform the purchaser about the delivery of oversized equipment and heavy cargo, 1 month before shipment along with the loading drawings for each oversized or heavy package maximum sizes coordinated with the center of gravity, and weight.
- iv. As regards shipment of consignments the vendor shall give a quarterly program one month in advance. Any change in the program will be notified by the vendor two weeks before the shipment.
- v. In effecting delivery of the machinery and equipment the vendor shall as far as possible ensure that the items have to be erected first or dispatched and according to a timetable which would make it possible for erection to go on continuously and without interruptions. The vendor and the purchaser shall discuss and settle the said timetable within three months.

#### ARTICLE 23. TRANSIT RISK:

Transit insurance shall be arranged and borne by the vendor.

#### ARTICLE 24. SPARE PARTS AND OTHER ITEMS:

Necessary spare parts and other items has to be considered in the scope of work

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#### ARTICLE 25. CONFIRMATION OF ORDER:

The vendor will acknowledge the receipt of the purchase order (Which is issued to the successful bidder) within 15 days following the mailing of the order and shall there by confirm his acceptance of the purchase order in its entirety without exceptions. This acknowledgement will bear on both purchase order and general purchase conditions.

#### ARTICLE 26. PRICES:

The price as comprised includes packing and is firm and fixed and is referred to in this tender as “price”. The price will not increase notwithstanding any changes in the cost of materials, labour, taxes duties etc which may take place while this tender is being carried out even though it might be necessary. In the event of delay in execution of order beyond the contractual date due to default or the vendor any increase in GST would be to the account of the vendor.

All the prices quoted shall be for ACSM, Kareelakulangara, Kayamkulam, Kerala.

#### ARTICLE 27. RIGHT OF CANCELLATION:

The purchaser reserves the right to cancel the purchase order (issued to the successful tender) or any part thereof and shall be entitled to rescind the contract wholly or in part by a written notice to the vendor.

- a. The vendor non adherence to any terms and conditions of the purchase order including general and special terms and conditions.
- b. The vendor fails to deliver the goods in time and replace the rejected goods promptly;  
The provision of clauses (a) and (b) would be subject to the purchaser giving reasonable opportunity to the vendor to remedy the default.
- c. The vendor becomes bankrupt and goes into liquidation.
- d. The vendor makes a general assignment for the benefit of the creditor: and
- e. A receiver is appointed for any of the property owned by the vendor.

Upon receipt of said cancellation notice the vendor shall discontinue all work on the purchase order and matter connected with it.

The purchaser in that event will be entitled to procure the requirement in the open market and recover exact payment over the vendor’s agreed price, if any from the vendor.

The vendor is aware that the said goods are required to purchaser for the ultimate purpose of production and the non-delivery may cause loss of production and conquer loss of fixed expenses and profit to the purchaser. In the event of the purchaser exercising the option to claim damages non-delivery other than by way of difference between the market price and the contract price the Vendor shall

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pay the Purchaser the fair compensation to be agreed upon mutually between Purchaser and Vendor. The provision of this clause shall not prejudice the right of the Purchaser from invoking the provisions of other clauses to agreement.

The purchaser shall have the right to buy at his option from the Vendor the canceled goods and components when complete or incomplete after due inspection and verification of the same paying for them a reasonable price arrived on a mutual agreement. In case no mutual agreement is reached within a reasonable time the matter shall be settled within the jurisdiction of the court of law wherein the purchaser's registered office is situated.

#### ARTICLE 28. TERMS OF PAYMENT

The following shall be terms of payment:

1. The lease period will be counted from six months from the date of award of land to the successful bidder or from the date of starting the operation of the pump whichever is earlier.
2. The lease amount shall be credited to the ACSM account before the 5th day of every calendar month.

#### ARTICLE 29. TRAINING OF PURCHASER'S STAFF

Necessary training has to be done to the purchaser's staff by the successful bidder

#### ARTICLE 30. SPECIAL TOOLS AND TACKLES

Special tools and tackles, if any, are required for the trouble-free operation, to be supplied free of cost by the supplier.

#### ARTICLE 31. NEGOTIATION

The highest tenderer will be required to attend the negotiation, if the company so desires, at our office at ACSM, Kareelakulangara, on a date fixed by the company. The date of negotiation as fixed by ACSM will be final and binding on the tenderer.

We reserve ourselves the right to accept or reject any tender without assigning any reasons. ACSM does not bind itself to accept the lowest tender or assign any reason for non-acceptance of the same.

#### ARTICLE 32. DELIVERY SCHEDULE

The entire scope of work should be completed within 6 Months from the date of the land handover letter to the successful bidder.

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### ARTICLE 33 . Covid-19 Protocols

The supplier has to comply with the Covid-19 protocols laid down by the Government. The supply, installation, and commissioning should comply with the covid-19 protocols laid down by Kerala State/Central Government at the time of execution of the respective works. The covid-19 protocols will not relieve the supplier from any of the contractual obligations.

### ARTICLE 34 . Site Visit

Before submission of tender, the tenderers are requested to visit the site and make themselves fully conversant with the scope of work and study all technical specifications, conditions of contract etc. so that no ambiguity arises on a later date in those respects.

### ARTICLE 35 . Tender Validity / BID Validity

Tenders will be considered firm for acceptance for a period of 120 days from the date of opening of price bid. If it is found necessary to keep the tender open for a further period, prior consent of the tenderer shall be taken for every further period of extension of validity.

### ARTICLE 36 . Other Conditions

1. The acceptance of any/all tenders rests with The General Manager, ACSM
  2. Tenders, which are incomplete in any respect, are liable to be rejected.
  3. The prices quoted in the BOQ shall remain firm during the entire period of contract (or as agreed in the negotiation whichever is higher) and no revision shall be allowed.
  4. The successful tenderer has to submit the performance guarantee as per Article 10 of this document and execute an agreement with ACSM Limited in non-judicial stamp paper of 0.1% of order value/Govt. norms in standard format within 7 days from the date of acceptance of work order/purchase order. If fails to execute the agreement, a further 15 days shall be allowed to execute agreement after realizing a fine of 1% of the Work Order Amount subjected to minimum Rs.500/- (Rupees Five Hundred Only) and maximum of Rs.15,000 /- (Rupees Fifteen Thousand Only). Any failure to execute agreement within the aforesaid period will result in the rejection of work order and forfeiture of EMD and the contractor shall be liable to pay the entire loss that may be caused to the company as the retender or re-arrangement of the work.
  5. Tender Fee & EMD should be in the name of ACSM Limited, Kareelakulangara, Kayamkulam, Alappuzha - 690572
  6. The Vendor should deploy experienced workmen and supervisor in all stages of the execution of this tender.
  7. The Vendor shall be responsible for the safety of the laborers employed by him and he shall be liable to pay the necessary compensation in case of accidents as per Workmen's Compensation Act. Provisions of Indian Contract Labor Act also will have to be complied
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within this respect. In case the Vendor/Supplier fails to comply with the regulations, the expenses incurred by purchaser shall be recoverable from the Vendor/Supplier.

8. All employees employed by the supplier should be covered by ESI & PF and the supplier will be liable to pay both employers and employees contribution as per the respective Acts. Bidder should have ESI & PF registration.
  9. The Vendor shall not without previous written approval of ACSM , execute any Power of Attorney in respect of any matter relating to this contract and ACSM shall not be bound by any such Power of Attorney executed by the Vendor without its prior approval. It shall be entirely within the discretion of ACSM to grant any such approval already given.
  10. The vendor shall clear all debris from site to the satisfaction of ACSM
  11. Arrangements for water and power supply required for this work will be under the scope of the Vendor.
  12. Sub-letting of work of any nature is strictly forbidden.
  13. No work shall be done on Sundays or Public holidays without prior permission of Officer-in charge of ACSM
  14. All local enactments applicable shall be complied with by the contract.
  15. The conditions in respect of quality of work, testing of materials, approved brand of material to be used etc. as stipulated by the Officer in charge of ACSM is to be complied.
  16. All materials arranged for bonafide use or works including auxiliary works should not be misused in any manner. If any misuse or work through negligence by the vendor comes to light, the vendor is liable to pay penalty as may be fixed by the Officer-in Charge.
  17. All materials supplied by the vendor shall remain the absolute property of ACSM and shall not, on any account, be removed from the worksite and shall at all times be open to inspection by the Officer-in charge of ACSM. The Vendor shall be responsible for the proper use and bear the cost for protection of materials supplied for use on the work and bear any loss from deterioration or from fault workmanship or avoidable excessive use of materials etc. or from any other causes.
  18. All materials or articles shall be approved by the agreement authority and use without such approval shall meet the risk of subsequent rejection. Such approval shall not absolve the Vendor/Supplier from his responsibility to use materials and articles as per specification.
  19. Materials, tools and plant if any entrusted with the Vendor by ACSM in pursuance of the contract will be treated as an entrustment by ACSM and to be continued to be ACSM's property until actually and duly accounted for.
  20. Damage, if any, caused by the Vendor to ACSM third party equipment's during the course of work have to be rectified/ replaced by the Vendor/Supplier at his own risk and cost.
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21. The machinery, equipment's and other valuables of the Vendor/Supplier at worksite shall be insured by him. ACSM will not give any financial assistance to him on account of any loss or damage to the valuable.
22. The materials entered by the vendor in ACSM premises should not be taken out without written consent of the Officer-In-Charge of ACSM.
23. The returnable materials, if any are brought by the vendor to ACSM, should be reported at gate in writing and a copy of the entry approval should be submitted to Officer-In-Charge ACSM.
24. The rates are expected to cover all incidental charges and are for finished work as per specifications and conditions of contract
25. Vendor shall indemnify ACSM against any accident to the works or your workers. All construction equipment's brought to the site will be insured by you. You will also insure your workmen under Workmen Compensation Act insurance policy. No extra amount shall be payable to you on this account.
26. For making payments to the Vendors GST bills need to be submitted. Further Income Tax, Works welfare fund etc. will be deducted as per the rules during the currency of contract.
27. The Party should have GST registration. The rate quoted should be excluding GST.
28. You are requested to sign and upload the copy of this General condition of contract and instructions to tenderers as a token of your acceptance along with bid submission.

**29. Earnest Money Deposit:**

EMD is applicable for this work. The EMD is Rs 1.0 Lac

EMD Exception can be availed on submission of valid documents complying govt. rules and regulations. It will not carry any interest. EMD of the unsuccessful tenderers shall be returned on line within 30 days of award of contract. The EMD of the successful tenderer shall be returned after submission of performance guarantee /Security deposit.

The earnest EMD will be forfeited by the Company and will not be refunded to the tenderer upon the occurrence of the following

- a. The tenderer withdraws his tender during the tender validity period specified herein.
- b. The successful tenderer fails to communicate to ACSM the acceptance of letter of intent (LOI) within seven days after the day of its receipt.
- c. The successful tenderer fails to enter into a legally binding contract within the period stipulated in the letter of intent (LOI)

Agreed to all the above terms and conditions,  
(Signature, Name, Date and Seal of Tenderer)

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