



THE STATE TRADING CORPORATION OF INDIA LTD
(A GOVT. OF INDIA ENTERPRISE)

JawaharVyaparBhawan, Tolstoy Marg, New Delhi 110001

BRANCH OFFICE: **BRANCH OFFICE: “STC TRADE CENTRE”,**
6th Floor, 7/ANandini Layout, Bangalore-560 096

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Notice Ref STC/BNG/MotherDairy/1524/18-19

Dated: August 31, 2018

NOTICE FOR INVITING TENDER FROM EMPANELLED SUPPLIERS FOR SUPPLY OF Dry Fruits and Spices at Mother Dairy Stores in Bangalore.

In order to appoint the backup supplier for supply of spices and dry Fruits to M/s Mother Dairy unit of Karnataka Co-Op Milk Producer's Federation Ltd (KMF), Bangalore, STC is inviting Highest Percentage of Trade Margin (min. 3%) FOR Nandini Stores, Bangalore for Each Items specified as per Annexure-II with Quantity Variation- (+/- 25%) from Empanelled Suppliers through Central Procurement Portal (CPP), with validity of offer for 120 days from the date of offer or till the time actual delivery is made whichever is later.

The tender would be in single bid system i.e. **Technical Bid with Maximum Trade Margin**. The contents of the Technical Bid are listed below:

Contents of Technical Bid:

- a. Undertaking on the Letter Head by the Tenderer participating in the STC Tender No. **STC/BNG/MotherDairy/1524/18-19 Dated: August 31, 2018** that **they are agreeable and abiding by all the Terms & Conditions of KMF Tender No. KMF/2018-19/IND5789 and KMF/2018-19/IND5790.**
- b. Proof of EMD Payment (Receipt Challan, UTR No. etc.) against each Item for which Tenderer is participating.
- c. Trade Margin for each item as per attached Annexure- (II)
- d. Undertaking on Letter Head by the Tender participants agreeing to pay 5% OF THE CONTRACT VALUE towards Security Deposit and also agree to issue an on dated cheque for a value equivalent to 95% of the Contract value in favor of STC on awarding of contract.

TERMS & CONDITIONS:

1. The Tendered will be required to give their valid GST No. along with a copy of the same.
2. The Tender would be allotted to H1 bidder who offers the highest Trade margin to STC. However award of contract as back up supplier would be issued only to those parties who offer highest trade margin and also bidding for the maximum quantity of each item as per the specification provided in Annexure III (Item Specification) provided below.
3. In the event of non-receipt of the offer for full quantity indented by M/s. Mother dairy unit of KMF, STC reserves right to allocate the supply of the balance quantity to the H2 party provided if he agrees to match the H1 trade margin.
4. Selected Back-up supplier must agree to all the terms and conditions of M/s. Mother Dairy, Bangalore vide **KMF Tender No. KMF/2018-19/IND5789 and KMF/2018-19/IND5790.**
5. The selected Back-up supplier is required to submit their on dated cheque to the extent of 95% of the tender value with undertaking to STC authorizing to deposit the cheque in the event of default in supply.
6. All the Tenderer must submit the EMD amount as specified in Schedule of Item wise Requirement Part-A below. The tenders without proof of EMD submission will be treated as disqualified.
7. The EMD with respect to Unsuccessful Tenderer's shall be refunded within 10 days after Tender closing date. No interest is payable on EMD amount.
8. In event of STC not being successful in the tender of M/s. Mother dairy, EMD in respect of Backup supplier selected will be refunded within 10 days on receipt of the same from M/s. Mother dairy.
9. STC on getting award of tender by M/s. Mother Dairy shall intimate the same to successful tenderer. On receipt of which the successful tenderer has to enter into an agreement with STC in a standard format provided by STC. Also the Supplier will have to furnish **Performance Security** payable to M/s. Mother dairy if any on demand. An additional amount equivalent to 5% of the Contract value is payable to STC as security deposit by way of Direct Credit to STC's A/c. or in the form of BG for the above supply. The said Performance Security shall be refunded within 30 days after the date of completion of performance obligations and on receipt of the 100% payment from M/s. Mother Dairy.
10. Undertaking from all the participants that the terms and conditions of M/s NMP are accepted by them and the same shall be complied with.
11. All terms and conditions are to be accepted by the back-up supplier.
12. **Insurance:** the insurance shall be obtained by the Supplier to an amount equal to **110% of the value of the goods** from "warehouse to warehouse" (final destinations) on "All Risks" basis including War risks and Strikes.
13. **LD Clause:** If the Supplier fails to deliver any or all of the Goods or to perform the Services within the period(s) specified in the Contract, the STC shall, without prejudice to its other remedies under the Contract; STC shall impose a penalty as per NMP Tender Terms & Conditions including forfeiture of EMD, Security Deposit and Deposit of Cheque etc.

14. **Tenderer should provide Food Grade Certificate / COA from any NABL certified laboratories with each consignment and also with the samples.**
15. Quality inspection on receipt of supply will be carried at Mother Dairy Factory and same is final and binding. Payment will be released on satisfactory quality report issued by Mother Dairy Laboratory.
16. The selected bidder will be called for quotation of each item separately. The same has to be submitted in the prescribed format providing Price break up such as (Basic Price, Duties & Taxes, Insurance and Freight etc.)
17. Delivery should be made on the respective selected points i.e. (**MOTHER DAIRY, YELAHANKA, G.K.V.K. POST, BANGALORE -560065**)
18.). The bidder has to give an undertaking that he shall not directly participate in the above referred tender directly, while applying through STC.

SPECIAL CONDITIONS OF CONTRACT TO MEET SPECIFIC REQUIREMENT OF STC for tender of Mother dairy No. KMF/2018-19/IND5789 and KMF/2018-19/IND5790

1.0 Validity of contract & extension of contract:

- 1.1 The validity of contract shall be for a period of 6 to 8 months as detailed in the notification for the respective items .
- 1.2 The commencement of contract shall be after the execution of contract agreement and furnishing of prescribed security deposit and from the date of issue of Order.
- 1.3 STC on account of Mother Dairy - KMF reserves the right to extend the contract for a period of 60 days from the date of expiry of contract, for such extension the price, terms and conditions shall remain unaltered.
- 1.4 STC on account of Mother Dairy - KMF reserves the right for premature termination of all or any of the contract & call for fresh tender without thereby incurring any liability to the affected contractor or any obligation to inform the affected contractor on the grounds of STC on account of Mother Dairy - KMF action.

2.0 Signing of Agreement/Contract Form:

After STC issues the Letter Of Acceptance (LOA) to the successful tenderer that their tender has been accepted, the STC as per requirement under Tender No. **KMF Tender No. KMF/2018-19/IND5789 and KMF/2018-19/IND5790 dated 27.08.2018**

The successful bidder shall send the prescribed format of agreement, which shall have to be executed within 10 days time. The value of non judicial stamp paper shall be not less than Rs.200/-.

3.0 Contract Price:

- 3.1 The contract price means the finalized price payable to the contractor/supplier under the contract for supplies and also for the full and proper performance of the contractual obligations.
- 3.2 The contract price shall remain constant for the period of contract unless the item is categorized under variable price basis.

3.3 On any other account increase/decrease in price will not be allowed during the contract period.

4.0 Goods and Services Tax:

- 4.1 The price finalized for contract shall be NET on FOR destination basis, i.e. inclusive of GST, at the rate ruling as on the date of finalization/award of contract.
- 4.2 Thereafter any variation or introduction of GST on finished product or the raw material/s during the contract period, the same shall be applicable & come into effect as per Government Notification.
- 4.3 Any claim of contractor/supplier for revision in respect of GST should be supported by relevant Govt. notification/s order.

5.0 Guarantee on quality of goods:

- 5.1 The supplier shall have to guarantee the quality of goods supplied, strictly as per specification of contract/ purchase orders.
- 5.2 If the material supplied is found not as per contract/purchase order specification, the material shall be liable for rejection. On intimation from the Unit/Unions the contractor shall have to arrange replacement of material as per specification. If the supplier delays/fails to make arrangement to replace the goods. Any extra expenditure incurred on this alternative arrangement shall be debited to the account of supplier under contract.
- 5.3 If supplier fails to make good this loss, the same shall be recoverable from the pending bills or security deposit.
- 5.4 The Contractor shall not indulge in supplying the rejected/returned materials. If the contractor is found indulging such practice the Contract shall be liable for cancellation, forfeiture of security deposit and black listing of firm.

6.0 Indemnity:

The contractor shall have to indemnify and also keep indemnified the STC against any or all damages or losses etc., caused to STC arising out of default for Tender No. **KMF Tender No. KMF/2018-19/IND5789 and KMF/2018-19/IND5790 dated 27.08.2018**, arising from any omission or commission defaults of contractor / supplier. for which STC shall not be responsible in any manner whatsoever.

OTHERS TERMS & CONDITIONS:

1. Upon awarding of the tender to STC the back-up supplier will have to execute contract on a Stamp paper of INR. 200/- with STC within the stipulated time.
2. STC reserves the right to extend the contract for a period of 90-120 days from the date of expiry of contract, for such extension the Contract price, terms and conditions shall remain unaltered.
3. As per Mother Dairy tender conditions 80 % Payment shall be paid on receipt of the goods at site as per specifications and upon submission of the documents as per PO terms within 15 days and balance 20% payment will be made within 30 days on

confirmation of quality and balance amount received by STC from KMF. **No advance payment would be released for such supply. However payment shall be released only on receipt of payment from M/s. Mother Dairy.**

4. Signed copy of the tender document may please be uploaded as token of acceptance of the said tender. Quotes received other than CPP portal shall not be accepted.
5. In the event of tender being cancelled wholly or partly by M/s. Mother Dairy-KMF. STC shall also cancel the tender on the Backup supplier to the extent and STC shall not except any claim on this account for cancellation of the tender wholly or partly.
6. In the event of any quality rejections, the tenderer should replace the quantity at their own expenses and STC shall be indemnified from any quality claims if arise later.

All other terms & conditions remain same as per **KMF Tender No. KMF/2018-19/IND5789 and KMF/2018-19/IND5790 dated 27.08.2018.**

IMPORTANT DATES & TIME:

Download of Tender Documents	: 31.08.2018 at 12:00:00 Hours
Last Date and Time for submission	: 03.09.2018 at 15:00:00 Hours
Time and date for Bid Opening	: 03.08.2018 at 15:30:00 Hours
Place of opening of tenders	: eprocure.gov.in/eprocure

THE LAST DATE FOR RECEIPT OF QUOTATIONS THROUGH CPP IS BEFORE 15:00:00 HOURS ON 3rd September 2018.

SCHEDULE OF ITEMWISE REQUIREMENTS
EMD & SECURITY DEPOSIT DETAILS
Annexure I

The State Trading Corporation of India Ltd, Bangalore invites tenders from eligible empanelled tenderer for the supply of the item(s)/ goods as listed below on

TO: THE DIRECTOR
MOTHER DAIRY,
G.K.V.K. POST,
BANGALORE-560 065.

SCHEDULE OF REQUIREMENTS / EMD & SECURITY DEPOSIT

SI No	Particulars	Quantity	EMD Amount
2	Anjir- Cut pieces	2000 Kgs	50000/-
3	Cashew Nuts (SWP Grade)	1500 Kgs	27500/-

(a) SAMPLE SCHEDULE

SI No	Particulars	Quantity
1	Anjir- Cut pieces	500gms
2	Cashew Nuts (SWP Grade)	500gms

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Note: Supplies for any particular item in each schedule of the tender should be from one manufacturer only. Tenders from supplier from different manufacturers for the same item will be treated as non-responsive.

SIGNATURE OF TENDERER

ANNEXURE-II (Trade Margin)

DATE.....

From

To

The State Trading Corporation Of India Ltd,
STC Trade Centre, 6th Floor, No. 7/A, Nandini Layout,
BANGALORE-560096.

Sir,

Sub: Submission of Trade Margin- Reg.

Ref: **IFT NO. . KMF/2018-19/IND5789 and KMF/2018-19/IND5789 dated 27.08.2018.**

With reference, I / We herewith submitting my / our Tender for supply of Items with Trade Margin as mentioned below on :

FOR THE DIRECTOR
MOTHER DAIRY,
G.K.V.K. POST,
BANGALORE-560 065.

Sl. No	Item Description	Tender Quantity in kgs. (For 8 Months)	Quantity Offered in Kgs.	Offered Trade Margin (%)
1	Cashew Nuts (SWB Grade)	1500		
2	Anjeer Cut Pieces	2000		

CERTIFICATE

I/We hereby once again confirm that, I / We have thoroughly studied the Tender Document and understood the tender conditions, tender specification, details of goods required, I / We fully understand the nature of item I / We quoted for the quantity and specification of the same. My / Our offer to supply the stocks is strictly in accordance with this requirement. I / We hereby agree that, the decision of Branch Manager, STC Bangalore shall be final in any disputes regarding the supply, terms & conditions of this tender.

SIGNATURE OF TENDERER

Name & Designation: with seal

SECTION VIII : TENDER FORM

Date:.....

IFT No.....

TO:

The Branch manager,
State Trading Corporation of India Ltd.,
7/A, Nandini Layout
Bangalore-560 0

Gentlemen and/or Ladies:

Having examined the Tender Documents including Addenda Nos..... (insert numbers), the receipt of which is hereby duly acknowledged, we, the undersigned, offer to supply and deliver.....(Description of Goods and Services) in conformity with the said tender documents for the sum of amount indicated in Commercial Tender Part II or such other sums as may be ascertained in accordance with the Schedule of Prices – Commercial Part II attached herewith and made part of this tender.

We undertake, if our tender is accepted, to deliver the goods in accordance with the delivery schedule specified in the Schedule of Requirements.

If our tender is accepted, we will obtain the guarantee of a bank in a sum equivalent to 5% percent of the Contract Price for the due performance of the Contract, in the form prescribed by the Purchaser.

We agree to abide by this tender for the Tender validity period specified in Clause 14.1 of the ITT and it shall remain binding upon us and may be accepted at any time before the expiration of that period.

Until a formal contract is prepared and executed, this tender, together with your written acceptance thereof and your notification of award, shall constitute a binding Contract between us.

We undertake that, in competing for (and, if the award is made to us, in executing) the above contract, we will strictly observe the laws against fraud and corruption in force in India namely “Prevention of Corruption Act 1988”.

We understand that you are not bound to accept the lowest or any tender you may receive.

We clarify/confirm that we comply with the eligibility requirements as per ITT Clause 1 of the tender documents.

Dated this.....day of.....200.....

(Signature)

(in the capacity of)

Duly authorized to sign Tender for and on behalf of :

SECTION X : CONTRACT FORM

THIS AGREEMENT made theday of.....20.. Between..... (Name of purchaser) of..... (Country of Purchaser) (Hereinafter called “the Purchaser”) of the one part and(Name of Supplier) of.....(City and Country of Supplier) (hereinafter called “the Supplier”) of the other part:

WHEREAS the Purchaser is desirous that certain Goods and ancillary service viz..... (Brief Description of Goods and Services) and has accepted a tender by the Supplier for the supply of those goods and services in the sum of..... (Contract Price in Words and Figures) (Hereinafter called “the Contract Price”).

NOW THIS AGREEMENT WITNESSETH AS FOLLOWS:

1. In this agreement words and expressions shall have the same meanings as are respectively assigned to them in the Conditions of Contract referred to.
2. The following documents shall be deemed to form and be read and construed as part of this Agreement, viz.:
 - a) The Tender Form and the Price Schedule submitted by the Tenderer;
 - b) The Schedule of Requirements;
 - c) The Technical Specifications;
 - d) The General Conditions of Contract;
 - e) The Special Conditions of Contract; and
 - f) The Purchaser’s Notification of Award
3. In consideration of the payments to be made by the Purchaser to the Supplier as hereinafter mentioned, the Supplier hereby covenants with the Purchaser to provide the goods and services and to remedy defects therein in conformity in all respects with the provisions of the Contract.
4. The Purchaser hereby covenants to pay the Supplier in consideration of the provision of the goods and services and the remedying of defects therein, the Contract Price or such other sum as may become payable under the provisions of the Contract at the times and in the manner prescribed by the Contract. Brief particulars of the goods and services which shall be supplied/provided by the Supplier are as under:

SL NO.	BRIEF DESCRIPTION OF GOODS & SERVICES	QUANTITY TO BE SUPPLIED	UNIT PRICE	TOTAL PRICE	DELIVERY TERMS
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TOTAL VALUE:

DELIVERY SCHEDULE:

IN WITNESS whereof the parties hereto have caused this Agreement to be executed in accordance with their respective laws the day and year first above written.

Signed, Sealed and Delivered by the

Said.....(For the Purchaser)

In the presence of.....

Signed, Sealed and Delivered by the

Said..... (for the Supplier)

In the presence of.....

SIGNATURE OF TENDERER

Annexure III

Specification of items

for back up supply

against tender No.

KMF/2018-

19/IND5789 &

KMF/2018-

19/IND5789 dated

27.08.2018.

1. Specification for Anjir:

1. It should be free from mould, living & dead insect, insect fragments, rodent or bird contamination & other foreign matter.
2. Nuts must be of even size & shape.
3. It should have a characteristic aroma & taste & free from any rancid/musty/fermented & any other objectionable smell & taste
4. Supplier should obtain the Certificate of analysis report from any NABL Testing Laboratory containing Heavy metals test, Contaminants and Residues test as per Fssai requirements.
5. It should be received with Certificate of Analysis.
6. It should be passed through metal detector.
7. It should be received with Halal certificate/Halal declaration form from the manufacturer.

Physical Properties:

Parameters	Standards
Texture	Good quality cut small cut pieces of anjir,
Type/Size	Square shaped pieces of size 5 x5mm.
Flavor & Taste	Clean & Pleasant

Chemical Specification:

Parameters	Standards
Moisture, Max	5.0%
Sensory evaluation (panel of 5 judges)	Ok
Extraneous vegetable matter max	1.0%
Damaged/Discolored units max	2.0%

Microbial Estimates:

Coliform/g, Max	Absent in 0.1g/ml
Total Plate count/g, max	1,000 cfu/g
Yeast & Mould count/g, max	10 cfu/g

E.coli/g, max	Absent in 1g/ml
Salmonella & Shigella/ 25g, max	Absent in 25g/ml
S.aureus/g, max	Absent in 25g/ml
Clostridium botulium	Absent in 25g/ml
Vibro Cholera	Absent in 25g/ml

Packaging & Transport:

1. It should be vacuum packed in LDPE bags. The outer box must be marked with Name & address of manufacture/marketed by (if any), Weight (Gross/ Net), ingredient, expiry/ best before Period, month & Year of mfg, storage condition (if any), Nutritional Information, lot/batch/code number, any information required under FSSAI, Weight & Measures Act.
2. Pack size should be 5kg.
3. Material should not be in unsealed, damaged or wet condition or with any foreign matter present.
4. Carrier vehicle should be free from dust, dirt, any foreign matter as cement, cow dung etc & any objectionable smell.
5. All material in the carrier vehicle should be placed on a clean tarpaulin & also covered properly from top with a tarpaulin
6. Generally, consignment should not comprise of material of more than 2 batches

Storage Condition:

Stored in a cool & dry dark place away from sunlight.

Payment- 100% after satisfactory supply and Acceptance of the Material.

2.Specification for Cashew nut:(SWP GRADE)

1. It should be free from mould , webbing, eggs, excreta, added coloring matter, adulterants, melamine, dirt, sand, stone, metal, fibers, living & dead insect, insect fragments, rodent or bird contamination & other foreign matter.
2. Nuts must be fleshy, even shape & should not be shriveled.
3. It should have a characteristic aroma & taste & free from any rancid/musty/fermented & any other objectionable odor or taste
4. It should be received with Certificate of Analysis.
5. It should be passed through metal detector.
6. It should be received with Halal certificate/Halal declaration form from the manufacturer.

Physical Properties:

Parameters	Standards
Grade	Small White pieces(SWP)
Color	White
Texture	Oily Solid
Flavor & Taste	Clean & Pleasant

Chemical Specification:

Parameters	Standards
Moisture, Max	5.0%
Sensory evaluation (panel of 5 judges)	Ok
Extraneous vegetable matter	1.0 max
Damaged/ discolored units	2.0 max
Acidity of extracted fat as oleic acid	1.25 max
Aflatoxin	0.03 max

Microbial Estimates:

Coliform/g, Max	Absent in 0.1g/ml
Total Plate count/g, max	1,000 cfu/g
Yeast & Mould count/g, max	10 cfu/g
E.coli/g, max	Absent in 1g/ml
Salmonella & Shigella/ 25g, max	Absent in 25g/ml
S.aureus/g, max	Absent in 25g/ml
Clostridium botulium	Absent in 25g/ml
Vibro Cholera	Absent in 25g/ml

Packaging & Transport:

1. Kaju nuts should be vacuum packed in LDPE bags. The outer box must be marked with Name & address of manufacture/ marketed by (if any), Weight (Gross/ Net), ingredient, expiry/ best before Period, month & Year of mfg, storage condition (if any), Nutritional Information, lot/batch/code number, any information required under FSSAI, Weight & Measures Act.
2. Pack size should be 5kg
3. Material should not be in unsealed, damaged or wet condition or with any foreign matter present.
4. Carrier vehicle should be free from dust, dirt, any foreign matter as cement, cow dung etc & any objectionable smell.
5. All material in the carrier vehicle should be placed on a clean tarpaulin & also covered properly from top with a tarpaulin
6. Generally, consignment should not comprise of material of more than 2 batches

Storage Condition:

Stored in a cool & dry dark place away from sunlight.

Payment: 100% After Satisfactory Supply and acceptance.