



THE STATE TRADING CORPORATION OF INDIA LTD.
(A GOVT. OF INDIA ENTERPRISE UNDER MINISTRY OF COMMERCE & INDUSTRY)
NO. 301 TO 314, 3RD FLOOR, TRADE WORLD, 'C' WING,
KAMALA MILL, SENAPATI BAPAT MARG,
LOWER PAREL (WEST), MUMBAI – 400 013
Ph:- (022) 24926245, Fax No. (022) 24902411/24955264
Website: www.stclimited.co.in, E-mail: mumbai@stclimited.co.in

TENDER NO.: STC/MUM/PP/2016-17/10 Dated 09.01.2017
for
SUPPLY OF UNLAMINATED POLYPROPYLENE WOVEN BAGS
FOR PACKING CEMENT

Closing at: 1400 Hours of 18.01.2017
Opening at: 1415 Hours of 18.01.2017

STC invites Limited Quotations/Offer from our Empanelled Associate Suppliers/Manufacturers of Jute/HDPE/PP Bags for supply of 60 Lakhs Un-Laminated Poly propylene woven bags per annum and 2000 pp sacks – white : OPC to Walayar and 6 Lakhs to CGU for packing cement to MALABAR CEMENTS LIMITED (MCL), Kerala against their Tender No. MCL/02/PRT/763/2016 dated 21.11.2016 under Back to Back Arrangement.

MCL's Tender document is enclosed herewith and it forms an integral part of STC's Tender document. All the terms and conditions of MCL's Tender shall be accepted and applicable on the Associate supplier in toto. The Associate Suppliers shall be fully liable to comply with all the terms and conditions of STC & MCL's Tender.

The proposed supply to MCL shall be as per terms of our Expression of Interest STC/MUM/EOI/PM/2016-17 dated 15.06.2016, Letter of Empanelment dated 20.12.2016 and as per STC's existing salient terms, conditions, procedure etc. for similar business/supply to other Buyers.

Interested Suppliers are requested to submit their most competitive offer to STC with earliest delivery schedule as per following Terms and Conditions:-

1	QUANTITY	<p>Approximately, a quantity of 60 lakh bags are required over a period of One year to MCL Walayar and 6,00,000/- to CGU but the exact quantity and the delivery schedule will be released every month.</p> <p>The tenderer should clearly indicate the assured quantity that can be supplied every month. Tenderer who is responding to our tender shall assure to supply a minimum quantity of 2.5 lakhs bags per month to MCL and 50,000 bags per Month to Cherthala.</p>
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		The quantities indicated are approximate and are likely to vary at the time of placement of orders. Bidder shall supply the items/quantities offered at the rates quoted.
2	SPECIFICATION and PRINTING	As per Annexure-I enclosed.
3	VALIDITY OF OFFERS	The offers to be kept valid for acceptance by STC for a period of 150 days from the date of opening of STC's Tender.
4	TENDER FEES & EARNEST MONEY DEPOSIT	<p>Tenderer to deposit EMD of Rs.3,00,000/- to STC's account through RTGS/NEFT, as per following banking details:-</p> <p>INDUSIND BANK LTD. OPERA HOUSE BRANCH, INDUSIND HOUSE 425, DADASAHEB BHADKAMKAR MARG, MUMBAI 400 004. A/C NO. 200999555639 IFS CODE NO. INDB0000001 SWIFT CODE : INDBINBBB00</p> <p>The amount should be remitted to STC's account before 1400 Hours of 18.01.2017.</p> <p>EMD amount of Bidders not qualifying against the Tender shall be returned. No Interest shall be payable on the EMD amount by STC/ End Buyer. In case the tenderer commits any breach of the tender conditions, STC can without any notice forfeit the EMD.</p>
5	SECURITY DEPOSIT	<p>In case, order is placed by MCL on STC, successful Tenderer shall have to furnish Security Deposit equivalent to @5% of the total value indicated in the LOI/Order within 5 days of the award of contract in the form of Bank Draft or through RTGS/NEFT.</p> <p>In the event of any upward revision in the value of the contract arising on account of quantity increase in materials to be supplied, the successful tenderer should on receiving intimation from STC, increase the security deposit by such sum as specified by the company on the total revised value of the contract.</p> <p>Security Deposit will be returned after satisfactory completion of order. No Interest shall be payable on the Security Deposit amount by STC/ End Buyer.</p> <p>In case the tenderer commits any breach of the tender/contract conditions or any deductions made by MCL against default, delay in supply, quality defects, shortages, etc., STC can without any notice forfeit the Security Deposit.</p>

6	INSURANCE	The Tenderer shall take the necessary insurance for material up to destination
7	TECHNO COMMERCIAL BID	<p>Following documents to be submitted as part of “Techno Commercial” Bid:-</p> <ul style="list-style-type: none"> (a) The tenderers should have the capability to manufacture and supply unlaminated Polypropylene bags for packing cement. Documentary proof for the same to be submitted. (b) Manufacturing facilities of tenderers will be inspected and certified by internationally reputed quality surveyors engaged by MCL. The tenderers should give all details required by the surveyor including sample bags as per MCL’s specifications for testing. (c) Company profile and details of the technical and organizational competence to execute the supply. (d) Latest audited financial statements. (e) Tenderer to submit an undertaking on company’s letterhead for complete back up support to STC for completion of order placed by MCL against said Tender. (f) Proof of submission of EMD of Rs. 3,00,000/- (g) Copy of STC’s & MCL’s Tender document duly signed and stamped on each page as a token of acceptance.
8	PRICE BID	<p>Bidder to submit their most competitive quote on FOR basis for delivery at Malabar Cements Limited, Walayar as per Annexure-II of Tender document.</p> <p>Quoted price should be inclusive of printing, loading, unloading charges, VAT, Service tax, transit insurance or any other charges/taxes/duties applicable on raw materials brought out items and consumable, C.S.T and excise duty, if any applicable on the last point of the sale and STC’s Trading Margin of 1% etc.</p> <p>Prices should be quoted on company’s letterhead duly signed and stamped by authorised signatory of the company.</p> <p>Also refer Point No. B at page 16-17 of MCL’s Tender document.</p>
9	SUBMISSION OF OFFERS	<ul style="list-style-type: none"> a) Interested Suppliers are requested to submit their complete and most competitive price offers to STC latest by 1400 Hours of 18.01.2017 under Two Bid system i.e. Techno Commercial Bids and Price Bid. b) Techno Commercial Bids shall be opened at 1415 Hours of 18.01.2017. Price Bid of only Technically qualified tenderers shall be opened. c) Bids shall be received only electronically through the e-Procurement Portal of NIC (eprocure.gov.in/eprocure). d) For submission of e-bids, bidders are required to get themselves registered with NIC’s Central Public Procurement (CPP) Portal (http://eprocure.gov.in/eprocure) using Class-II/ Class-III Digital Signature Certificate. All the details

		<p>mentioned during registration enrolment process should be correct/true. Bidders have to abide by all the terms & conditions mentioned during registration process.</p> <p>e) The financial instrument such as Tender Fees, EMD etc. must be received in STC's account before closure of the Bid. The details of financial instrument entered during e-bid submission should tally with STC's account statement.</p> <p>f) Bidders are required to upload soft copies of all the relevant documents mentioned at Serial No. 8 above.</p> <p>g) Bidders are advised in their own interest to submit the online bids well before the bid submission end date & time (as per Server System Clock of CPP).</p> <p>h) A bidder may modify, substitute or withdraw its e-bid after submission but in any case before the last date and time of bid submission.</p> <p>i) For modification of e-bids, bidder has to detach its old proposal from e-tendering portal and upload/ resubmit digitally signed modified bid.</p> <p>j) No bids shall be modified, substituted or withdrawn by the bidder on or after the closing date and time of bid submission.</p> <p>k) STC may ask the bidders to submit any or all the documents in original for verification as submitted as part of their online bid anytime during the bid process.</p> <p>l) For any query relating to the process of online bid submission or queries relating to CPP Portal (eprocure.gov.in/eprocure), bidders may contact CPP Portal Helpdesk on Tel Nos 1800-3070-232, 91-7872007972, 91-7878007973010.</p>
10	FORCE MAJEURE	<p>Should any of the force majeure circumstances, namely act of god, natural calamity, fire, Government of India Policy, restrictions, any act of Govt., strikes or lock-outs by workmen, war, military operations of any nature and blockades preventing the Supplier/Buyer from wholly or partially carrying out his contractual obligations, the period stipulated for the performance of the Contract shall be extended for as long as these circumstances prevail, provided that, in the event of these circumstances continuing for more than three months, either party shall have the right to refuse to fulfill its contractual obligations without title to indemnification of any losses it may thereby sustain. The party unable to carry out its contractual obligations shall immediately advise the other party of the commencement and the termination of the circumstances preventing the performance of the contract. A certificate issued by the respective Chamber of Commerce in the Seller or the Buyer country shall be sufficient proof of the existence and duration of such circumstances. The certificate of Chamber of Commerce should be submitted within 15 days.</p>
11	CANCELLATION CONTRACT	<p>If the seller fails to deliver the goods within specified delivery period for reasons other than Force Majeure, the STC shall be entitled at his option to cancel the contract and recover the</p>

		damages besides forfeiture of Performance Guarantee. STC shall not be liable to any risks and costs, whatsoever, in consequences of such cancellation of the contract.
12	INDEMNIFICATION	Without any protests or demur, supplier indemnifies STC and its Branches and shall always keep STC fully indemnified and agrees to hold STC and its Branches harmless against any loss, claim, proceedings, damage, demurrage, costs, penalties, taxes, duties liabilities, legal cases, short shipment, quantity/ quality/ weight/purity/marking/ specifications, etc of the material, costs or expenses of whatsoever nature, costs to STC on account of supplier/ handling agent/ omissions/ negligence/ mistake/ misconduct breach or default and or non-fulfilment of terms and conditions of this agreement. The supplier shall keep STC indemnified at all times against any claims/liabilities/proceedings, etc from any third party or otherwise arising out/or in connection with this Tender.
13	ARBITRATION	Any dispute or difference in respect of any matter relating to or arising out of the contract, if the same is not resolved amicably, will be settled at Mumbai by the Arbitration in accordance with the Rules of Arbitration of Indian Council of Arbitration, Delhi and the award made in pursuance thereof shall be final and binding on the parties. Indian laws will apply. The venue of the Arbitration will be Mumbai.
14	NO LIABILITY/ OBLIGATION OF GOVT. OF INDIA	It is expressly understood and agreed by and between the Seller and STC that STC is entering into this agreement solely on its own behalf and not on behalf of any other person or entity. In particular, it is expressly understood and agreed that the Govt. of India is not a party to this agreement and has no liabilities, obligations or right hereunder. It is expressly understood and agreed that STC is an independent legal entity with power and authority to enter into contracts, solely on its own behalf under the applicable laws of India and general principles of contract laws. The Seller expressly agrees, acknowledges and understands that STC is not an agent, representative or delegate of the Govt. of India. It is further understood and agreed that Govt. of India is not and shall not be liable for any acts, omission, commission, breaches or other wrongs arising out of the contract. Accordingly, STC hereby expressly waives, releases and foregoes any and all actions on claims including cross claims, impleader claims or counter claims against the Government of India arising out of this contract and covenants not to sue the Govt. of India as to any manner, claim, causes of action or thing whatsoever arising out of or under this agreement.
15	PERIOD OF CONTRACT	The period of contract shall be initially for One year from the date of issue of Purchase Order/Work order, which is likely to be extended for a further period of one more year subject to mutual consent.

16	OTHER TERMS AND CONDITIONS	<p>a) No bids shall be accepted in hard copy or in any other form.</p> <p>b) Conditional offers will be rejected summarily.</p> <p>c) Subletting of order will not be allowed.</p> <p>d) Price Bid shall be evaluated and finalised as per lowest bid.</p> <p>e) STC reserves the right to accept or reject any one or all the Bids/Offer in part or full without assigning any reason thereof. STC is not bound to accept the lowest quotation and STC may accept or reject the lowest quotation or any quotation at its sole discretion and go for re-tendering in case the lowest rate obtained in the tender is considered higher.</p> <p>f) In all case of disputes, the decision of STC/KMML shall be final.</p> <p>g) On receipt of confirmation on acceptance of STC's Tender Bid from prospective Buyer, STC will enter into a Back to Back Agreement with the Bidders/Back to Back Associate Supplier and all the terms & conditions of respective Supply Order/Purchase Order of STC's Buyer will be binding on the part of Associate in full.</p> <p>h) In addition to signing of subject Back to Back agreement, a complete set of Terms and Conditions of STC's Buyer/Tenderer and Purchase/Supply Order will be provided to the Associate Supplier for acceptance of its terms & conditions in total including penalty for strict compliance and no deviation of whatsoever nature will be entertained by STC.</p> <p>i) Any further Corrigendum/Addendum to the tender documents will be uploaded by STC on websites i.e. www.stclimited.co.in, www.eprocure.gov.in or www.tenders.gov.in</p>
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We look forward to your most competitive offer within stipulated date and time schedule.

RAVI JADHAV
Dy. General Manager

TECHNICAL AND COMMERCIAL BID

TECHNICAL SPECIFICATIONS FOR UNLAMINATED CIRCULAR
WOVEN POLY PROPYLENE SACKS (non gusseted bags).

UN-LAMINATED CIRCULAR WOVEN POLY PROPYLENE SACKS (non gusseted bags) as per IS 11652:2000 having 10 x 10 mesh denier with paper bag type valve opening for packing 50 kg of PPC cement by electronic packer machine. Bags to be stitched with nylon chord or fibrillated tape. The stitching shall be done in straight line at the top and bottom with two rows of lock or chain stitches. The two rows of stitches shall be separated from each other by about 5mm and the outer row of the stitching shall be approximately 10 mm from outer edge of the sack. The stitching shall be done with a double fold over seam, so that the stitches pass through all the six layers of the fabric. The number of stitches per cm shall be 14 (+ or - 2). bags should be supplied duly printed on both sides in double colour or combination of colours according to our design, emblem and specifications. Printing shall be meet specified printing quality tape test. The following dimensions are to be maintained.

SL. NO	ITEM DESCRIPTION	SPECIFICATION	TOLERANCE (AS PER IS 11652:2000)
1	Length of Sack inside	730 mm	(+ / - 10 mm)
2	Width of Sack	500 mm	(+ / - 10 mm)

Signature of the Tenderer

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3	Width of Valve (height)	105 mm	(+ 10 mm/ - 5 mm)
4	Depth of the Valve (Min)	240 mm	Minimum
5	Ends per dm	40	(+ / - 1)
6	Picks per dm	40	(+ / - 1)
7	Mass of Fabtric	82 gm/sq.m	Nil
8	Mass (Weight of sack)	73 gm	(+ / - 6%)
9	Average breaking strength of fabric N(kgf) (Min 5 cm x 20 cm strip)- Widthwise	850	
10	Average breaking strength of fabric N(kgf) Min 5 cm x 20 cm strip- Lengthwise	850	
11	Average breaking strength of top and bottom seam N(Kgf), Min (strip method)	390	
12	Length of fabric to be used for bottom fold	70 mm	
13	Overall length of used for making bags before stitching	925 mm	
14	colour	Yellow	
15	printing	Flexo	
16	Top and Bottom double folding	Double Stitch	

Signature of the Tenderer

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For PSC/OPC

UN-LAMINATED CIRCULAR WOVEN POLY PROPYLENE SACKS (non gusseted bags) as per IS 11652:2000 having 10 x 10 mesh 1000 denier with paper bag type valve opening for packing 50 kg of PSC cement by electronic packer machine. Bags to be stitched with nylon chord or fibrillated tape. The stitching shall be done in straight line at the top and bottom with two rows of lock or chain stitches. The two rows of stitches shall be separated from each other by about 5mm and the outer row of the stitching shall be approximately 10 mm from outer edge of the sack. The stitching shall be done with double fold over seam, so that the stitches pass through all the six layers of the fabric. The number of stitches per cm shall be 14 (+ or - 2). Bags should be supplied duly printed on both sides in double colour or combination of colours according to our design, emblem and specifications. Printing shall be meet specified printing quality tape test. The following dimensions are to be maintained.

BAG DIMENSIONS / SPECIFICATIONS:

SL.NO	ITEM DESCRIPTION	SPECIFIC ATION	TOLERANCE (AS PER IS 11652:2000)
1	Length of Sack inside	710 mm	(+ / - 10 mm)
2	Width of Sack	500 mm	(+ / - 10 mm)
3	Width of Valve (height)	105 mm	(+ 10 mm - 5 mm)
4	Depth of the Valve (Min)	240 mm	Minimum
5	Ends per d m	40	(+ / - 1)
6	Picks per d m	40	(+ / - 1)

Signature of the Tenderer

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7	Mass of Fabric	82 gm/sq.m	Nil
8	Mass (Weight of sack)	71 gm	(+ / - 6%)
9	Average breaking strength of fabric N(kgf) (Min 5 cm x 20 cm strip)- Widthwise	850 N	
10	Average breaking strength of fabric N(kgf) Min 5 cm x 20 cm strip- Lengthwise	850 N	
11	Average breaking strength of top and bottom seam N(Kgf), Min (strip method)	390 N	
12	Length of fabric to be used for bottom fold	70 mm	
13	Overall length of used for making bags before stitching	905 mm	
14	colour	Yellow(PSC),White(OPC)	
15	printing	Flexo	
16	Top and Bottom double folding	Double Stitch	

In case the supply of bags is in variation with the above specification, the same will be rejected.

Quality of printing: In case the bags do not meet the specified printing quality requirements (Tape test) as per the procedure given below, the bags should be rejected. The printing is to be done in required colours for any of our brands as per our emblem and drawing. The quantity of such bags will be intimated to the supplier from time to time based on our requirement.

Signature of the Tenderer



Procedure of Tape test: Tape test shall be carried out by using any standard cello tape (eg. Wonder tape) of one inch width. The tape shall be pasted on the printed surface of the bag and pulled out and observed for any ink sticking to the surface of the tape. If ink spots are observed on the tape the bag will be treated as not passing the test. Atleast 75% of the sample bags should pass the tape test, otherwise the lot will be rejected.

II. Bags supplied will be checked/tested on random basis at our end and the company's decision on the same will be final and binding on the supplier. In case the specification of the bags is not conforming to the dimensions/mass/tolerances, total performance of the bags packed and in other respects given as above, the whole lot will be rejected. Under no circumstances the bags rejected will be allowed to be sorted out in our stores. The supplier shall make his own arrangements to lift the rejected bags within a week of receipt of intimation regarding rejection.

III. If burstage at plant level during usage of lot is found over and above 0.5% proportionate deductions will be made from the supplier's bill for the actual percentage of burstage reported. However if burstage is more in the last consignment of the order and payment for bags already made, in such case recovery for excess burstage will be made from the security deposit.

MALABAR CEMENTS LIMITED
(A Govt. of Kerala Undertaking)
WALAYAR-678 624, PALAKKAD DISTRICT, KERALA
Ph: 2862266/73/74 Fax: 0491-2862230

Website: www.malabarcements.com
E.mail:mclmaterial@gmail.com

Tender No. MCL/02/PRT/763/2016

Date: 21.11.2016

TENDER DOCUMENT

**FOR SUPPLY OF UNLAMINATED POLYPROPYLENE WOVEN BAGS
FOR PACKING CEMENT
(APPRX. QTY PER ANNUM 60,00,000 BAGS TO WALAYAR AND
6,00,000 TO CHERTHALA)**

1. GENERAL INSTRUCTIONS:

a. The tender is invited for and on behalf of the Managing Director, Malabar Cements Limited, Walayar.PO, Palakkad 678624, Kerala, India for the requirement of **60 Lakhs Un-Laminated Polypropylene bags per annum and 2000 pp sacks - white : OPC to Walayar and 6 Lakhs to CGU.**

Any offer made in response to this tender, when accepted by Malabar Cements Limited (MCL), Walayar, Palakkad will constitute a contract between the parties.

Tenderer who is responding to our tender shall assure to supply a minimum quantity of 2.5 lakhs bags per month to MCL and 50000 bags per Month to Cherthala.

Signature of the Tenderer

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2. SUBMISSION OF TENDER:

a) Every tender shall be made in English. Tender should be free from overwriting. All corrections and alterations should be duly attested by the tenderer.

b) Tender is in 2 cover system, ie, cover I (Technical & Commercial Bid) and cover II (Price bid).

In the cover I of the tender, the Tenderer should give all general and technical specifications of the material offered with supporting documents as per Tender conditions and Commercial Terms and in cover-II Price Bid, only price to be quoted.

c). If the tenderer is a firm or Company, the tender documents to be submitted by the authorized signatory of the firm/company.

d. If the tenderer is partnership firm, copy of the partnership deed/agreement duly attested by the notary public to be uploaded along with **cover -1**.

e. If the tenderer is a company registered under the companies Act of 2013, the following details to be furnished. Copies to be uploaded in **cover-I** of the tender

- i. Corporate identity number (CIN)
- ii. Address of the registered office of the company
- iii. The Registrar of companies (ROC) under whose jurisdiction the company situates.
- iv. A certified copy of Memorandum and Articles of Association to be enclosed.
- v. Tenderer also has to indicate the members of the present Board of Directors and their status.

f. The Tenderer should furnish copy of the following along with **cover-I**.

VAT Registration number
Copy of PAN and Service Tax Registration.

g. Tender received after the specified time and date will be summarily rejected.

h. Tenders not submitted in the appropriate forms, or if they are not complete in all respects, such tenders will be rejected.

Tenderers shall not be entitled to claim any costs, charges, expenses or incidentals for or in connection with the preparation and submission of their tenders even though MCL may elect to withdraw the "INVITATION OF TENDER" or reject any or all tenders without assigning any reason thereof.

All the above documents should be uploaded (online) in Cover I of the tender.

3 . EARNEST MONEY DEPOSIT:

Tenderers are required to remit an Earnest Money Deposit of Rs 3,00,000/- (Rupees Three Lakhs only) **through online banking of SBT or SBT NEFT/RTGS**. Any existing amount available with MCL in any form will not be adjusted against the Earnest Money Deposit for this tender.

a. Earnest Money Deposit will be forfeited if the rates are enhanced from their quoted rate during the validity period or extended period, or the order is not executed after acceptance. Tenders quoted without EMD will not be considered.

b. If any Tenderer backs out after the Company has accepted his tender, it will be considered as default and the EMD will be forfeited by the Company by informing the Tenderer as having done so.

c. The Earnest Money Deposit will be refunded through online banking of respective accounts of the unsuccessful tenderers as quickly as possible after the tender is decided. The EMD of successful tenderer(s) will be refunded through RTGS / Cheque on receipt of security deposit as per clause 4 below.

d. The Earnest Money Deposit will not bear any interest.

4. SECURITY DEPOSIT:

- a) Successful tenderer(s) shall furnish an amount equivalent to **5% of the total value indicated in the LOI/Order** .
- b) Security deposit in accordance with the conditions of the tender shall be furnished within 10days of the award of contract.
- c) The security deposit should be made in the form of Bank Draft in favour of MALABAR CEMENTS LIMITED payable at Palakkad , Kerala, India.If the tenderer is capable of furnishing Bank Guarantee(BG), shall submit the same .However BG shall be as per MCL performa
- d) In the event of any upward revision in the value of the contract arising on account of quantity increase in materials to be supplied, the successful tenderer should on receiving intimation from MCL, increase the security deposit by such sum as specified by the company on the total revised value of the contract.
- e) The security deposit will not bear any interest. The company reserves the right to adjust security deposit towards any amount due to it from the successful tenderer and in such an event, the successful tenderer, on receipt of intimation from the company should make further deposit to restore the security deposit to the full amount.
- f) The security deposit shall be liable to be forfeited, should the successful tenderer either fail to deliver supplies as per delivery schedule. This will also include the reimbursement to MCL in the event of risk purchase from the open market at the risk and cost of the supplier in respect of such quantities that the supplier fails to deliver in accordance with the delivery schedule agreed to.

- g) MCL is empowered to deduct from the security deposit or any other outstanding amount or any sum that may be fixed by the company as being the amount of losses or damages suffered by it including demurrage charges/ production loss caused to the company due to non supply or due to delay in performance or non-performance of any of the conditions of the tender/contract. In case the above sum is insufficient to meet the losses/ damages, MCL will have the right to recover the loss/ damages from the assets of the supplier.
- h) MCL shall have a lien on all or any money that may become due and payable to the suppliers under this contract or any other contract or transaction of any other nature either all alone or jointly with other supplier and unless the supplier pays and clears the claim of the company immediately on demand, MCL shall be entitled at all times to deduct the said sum or debt due by the supplier from any money/security deposit which may have become due or become payable to the supplier under this contract or any other contract or transaction whatsoever between the supplier and MCL, without prejudice and in addition to the other rights of the Company to recover the amount of any such claim by other remedies legally available.
- i) SD will be refunded only after performing the contract in full.

5. NON-PERFORMANCE OF CONTRACT/CANCELLATION OF CONTRACT/ RIGHTS OF THE COMPANY:

The company reserves the right to cancel the contract if the quality of material delivered falls below the required specifications and also if the deliveries are not made in accordance with the delivery schedule, as indicated by MCL. MCL also reserve the right to forfeit the SD in the above case

6. LIQUIDATED DAMAGES FOR DELAY IN DELIVERY:

If the tenderer fails to supply the total ordered quantity within the stipulated period mentioned and as per the schedule under Clause No. III of Commercial terms and conditions, and in the event of any extensions of the period without terminating the contract, he shall be liable to pay Liquidated Damages at 1/2% per week's delay subject to a maximum of 5% on the value of unexecuted portion of the supply. However, Liquidated Damages will be levied subject to standard force-majeure conditions as mentioned below with out prejudice to terminate the contract by invoking ClauseNo 10 (Risk Purchase).

7. FORCE MAJEURE CONDITIONS:

If during the existence of the contract, either party is unable to perform in whole or in part any obligations under this contract due to conditions/circumstances outside the contracting parties' control such as (but not limited to) War, Hostility, Military Operation or Civil Commotion, Sabotage, Quarantine Restrictions, Acts of God and of Govt. (including but not restricted to prohibition of exports or imports), Fires, Flood, Explosions, Epidemics, Strikes and any other labour trouble, Embargoes, then the date of fulfillment of any obligations, engagements shall be postponed during the time such circumstances are operative. If operation of such circumstances exceeds three months, either party shall have the right to refuse further performance of the contract, in such case neither party shall have the right to claim eventual damages. The party, which is unable to fulfil its obligations under the present contract within 15 days of the occurrence of any of the causes mentioned above, shall inform the other party of the existence or termination of the circumstances preventing the performance of the contract. Certificate issued by the Chamber of Commerce or concerned Governmental authorities in the country from where the goods are to be sold or that of the Buyer as the case may be shall be sufficient proof of the existence of the above circumstance and their duration. Non-availability of material and finance other than the conditions indicated above will not be an excuse to the Tenderer for not performing the obligations under this contract.

8. CENVAT DOCUMENTS:

Transporter's copy of Central Excise Invoice cum Challan (duplicate copy) should be sent along with each consignment for availing CENVAT benefit by the company. Non provision of such documents will attract corresponding recovery of Excise duty claimed by the supplier from the bills. The Service Tax and Education Cess on freight shall be borne by the suppliers.

9. PERIOD OF CONTRACT:

The period of contract shall be initially for One year from the date of issue of Purchase Order/Work order, which is likely to be extended for a further period of one more year subject to mutual consent.

10. RISK PURCHASE:

In the event of termination of the contract by MCL in whole or in part due to poor performance of the Tenderer, MCL may terminate the contract at the risk and cost of the tenderer by issuing by a written communication on the tenderer or on its approved personnel. The contract can be terminated on such terms and in such manner as MCL deems appropriate and MCL may procure on such terms as required, supplies similar to those so terminated and the tenderer shall be liable to the MCL for any excess costs for similar supplies. However, in case of part termination of contract by the MCL, the Tenderer shall continue the performance of the contract to the extent it is not terminated under provisions of this clause.

11. INSURANCE

The Tenderer shall take the necessary insurance for material up to destination .

12.ARBITRATION:

All dispute or differences whatsoever arising between the parties out of or relating to the supply of materials, meaning and operation or effect of this contract or the breach thereof shall be settled by arbitration in accordance with the rules of Arbitration on the Indian Council of Arbitration Act, 1996 and the venue of the arbitration will be at COCHIN, the award made in pursuance thereof shall be binding to the parties.

Signature of the Tenderer

13. OPENING OF TENDER:

On the due date of opening, only cover-I. of the tender will be opened.

The cover-II of the tender of those firms, which are getting qualified as per clause No. 10 (Eligibility Criteria) only will be opened on a subsequent date by e tendering process through NIC portal.

14. CLEAR UNDERSTANDING:

When a tenderer submits his tender in response to this document, he will be deemed to have understood fully about the requirements of the terms and conditions of the tender.

15. NEGOTIATIONS:

AS per GO no 2508/B2/2013/SPD dt 28.10.2013 there will not be any negotiation with the tenderer if there is more than one qualified tenderer . If the quoted rates are found unreasonable, company may decide to go for retender. The tenderers are therefore advise to quote only the lowest and best possible rates.

16. VALIDITY OF OFFER:

In consideration of the tenderer being allowed to quote for the supply, he shall keep the tender FIRM for a period of 90 days from the date of bid submission end date of the tender during which period or till the tenders are decided, whichever is earlier, he will not be free to withdraw the tender. Any such withdrawal will entail forfeiture of the Earnest Money Deposited by the tenderer.

17. ELIGIBILITY CRITERIA TO QUALIFY AS A BIDDER:

The tenderers should have the capability to manufacture and supply unlaminated Polypropylene bags for packing cement.

Manufacturing facilities of tenderers will be inspected and certified by internationally reputed quality surveyors engaged by MCL. The tenderers should give all details required by the surveyor including sample bags as per our specifications for testing. *However if the tenderer is already evaluated by MCL through TPI during last year and was found to be satisfactory, they need not be evaluated once again for further years.*

The tenderer shall upload their Company profile and details of the technical and organizational competence to execute the supply in cover I of the tender.

(a) The tenderer should enclose latest audited financial statements with schedules duly attested by a chartered accountant in cover I.

(b) The tenderer should have a net worth not less than 50% of the paid up capital.

(c) If the net worth is between 50% and paid up capital, then the balance sheet for the last two years other than latest should also be enclosed. Among these two years tenderer should have made a net profit atleast during one year.

(d) For firms, which have been commissioned within the last two years, clause no. (c) will not be applicable. However they have to furnish a proof from a government agency for indicating the date of commissioning.

(e) For the existing suppliers, Net worth Clause will not be applicable

Tenderer should sign all pages of the tender as token of acceptance of the Scope of Work and all the Terms and conditions mentioned in the tender and to be uploaded in cover I of the tender.

Since MCL is a public sector undertaking fully owned by the government of Kerala, the applicable government policies, procedures and directions from time to time will also be the basis for deciding on the procurement.

Tenderers who failed to comply with earlier contractual obligations of MCL which resulted in short closure/cancellation of any contract are not eligible to participate in this tender.

Cover-II price bid of the tenderers who are meeting all the above criteria only will be opened for further consideration. Price bid of those tenderers not meeting even any one of the above conditions will not be opened.

18. AWARD OF CONTRACT

a. MCL reserves the right:

To accept, at its sole and unfettered discretion, any tender for whole or part quantities or to reject any or all tenders without assigning any reasons whatsoever.

To award the contract to one or more number of firms. In this tender at ratio 60:40 if desires.

To enter into parallel contracts simultaneously or at any time during the period of contract with one or more tenderer(s) as MCL may think fit.

To place adhoc order simultaneously or at any time during the period of contract with one or more supplier(s)/tenderer(s) for such quantity and for such items as MCL may think fit.

b. MCL does not bind itself to accept the lowest tender or assign any reason for non-acceptance of the same.

c. The Purchase Order resulting from this tender and any amendments to be issued subsequently with its terms and conditions and stipulations constitute the entire agreement relating to the tender between the successful tenderer and MCL and both parties are bound by the terms and conditions.

e. Landed cost/net off cenvat price shall be considered for price comparison and order placement.

TECHNICAL AND COMMERCIAL BID

TECHNICAL SPECIFICATIONS FOR UNLAMINATED CIRCULAR WOVEN POLY PROPYLENE SACKS (non gusseted bags).

UN-LAMINATED CIRCULAR WOVEN POLY PROPYLENE SACKS (non gusseted bags) as per IS 11652:2000 having 10 x 10 mesh denier with paper bag type valve opening for packing 50 kg of PPC cement by electronic packer machine. Bags to be stitched with nylon chord or fibrillated tape. The stitching shall be done in straight line at the top and bottom with two rows of lock or chain stitches. The two rows of stitches shall be separated from each other by about 5mm and the outer row of the stitching shall be approximately 10 mm from outer edge of the sack. The stitching shall be done with a double fold over seam, so that the stitches pass through all the six layers of the fabric. The number of stitches per cm shall be 14 (+ or - 2). bags should be supplied duly printed on both sides in double colour or combination of colours according to our design, emblem and specifications. Printing shall be meet specified printing quality tape test. The following dimensions are to be maintained.

SL. NO	ITEM DESCRIPTION	SPECIFICATION	TOLERANCE (AS PER IS 11652:2000)
1	Length of Sack inside	730 mm	(+ / - 10 mm)
2	Width of Sack	500 mm	(+ / - 10 mm)

3	Width of Valve (height)	105 mm	(+ 10 mm/ - 5 mm)
4	Depth of the Valve (Min)	240 mm	Minimum
5	Ends per dm	40	(+ / - 1)
6	Picks per dm	40	(+ / - 1)
7	Mass of Fabtric	82 gm/sq.m	Nil
8	Mass (Weight of sack)	73 gm	(+ / - 6%)
9	Average breaking strength of fabric N(kgf) (Min 5 cm x 20 cm strip)- Widthwise	850	
10	Average breaking strength of fabric N(kgf) Min 5 cm x 20 cm strip- Lengthwise	850	
11	Average breaking strength of top and bottom seam N(Kgf), Min (strip method)	390	
12	Length of fabric to be used for bottom fold	70 mm	
13	Overall length of used for making bags before stitching	925 mm	
14	colour	Yellow	
15	printing	Flexo	
16	Top and Bottom double folding	Double Stitch	

For PSC/OPC

UN-LAMINATED CIRCULAR WOVEN POLY PROPYLENE SACKS (non gusseted bags) as per IS 11652:2000 having 10 x 10 mesh 1000 denier with paper bag type valve opening for packing 50 kg of PSC cement by electronic packer machine. Bags to be stitched with nylon chord or fibrillated tape. The stitching shall be done in straight line at the top and bottom with two rows of lock or chain stitches. The two rows of stitches shall be separated from each other by about 5mm and the outer row of the stitching shall be approximately 10 mm from outer edge of the sack. The stitching shall be done with double fold over seam, so that the stitches pass through all the six layers of the fabric. The number of stitches per cm shall be 14 (+ or - 2). Bags should be supplied duly printed on both sides in double colour or combination of colours according to our design, emblem and specifications. Printing shall be meet specified printing quality tape test. The following dimensions are to be maintained.

BAG DIMENSIONS / SPECIFICATIONS:

SL.NO	ITEM DESCRIPTION	SPECIFIC ATION	TOLERANCE (AS PER IS 11652:2000)
1	Length of Sack inside	710 mm	(+ / - 10 mm)
2	Width of Sack	500 mm	(+ / - 10 mm)
3	Width of Valve (height)	105 mm	(+ 10 mm - 5 mm)
4	Depth of the Valve (Min)	240 mm	Minimum
5	Ends per d m	40	(+ / - 1)
6	Picks per d m	40	(+ / - 1)

Signature of the Tenderer

7	Mass of Fabric	82 gm/sq.m	Nil
8	Mass (Weight of sack)	71 gm	(+ / - 6%)
9	Average breaking strength of fabric N(kgf) (Min 5 cm x 20 cm strip)- Widthwise	850 N	
10	Average breaking strength of fabric N(kgf) Min 5 cm x 20 cm strip- Lengthwise	850 N	
11	Average breaking strength of top and bottom seam N(Kgf), Min (strip method)	390 N	
12	Length of fabric to be used for bottom fold	70 mm	
13	Overall length of used for making bags before stitching	905 mm	
14	colour	Yellow(PSC), White(OPC)	
15	printing	Flexo	
16	Top and Bottom double folding	Double Stitch	

In case the supply of bags is in variation with the above specification, the same will be rejected.

Quality of printing: In case the bags do not meet the specified printing quality requirements (Tape test) as per the procedure given below, the bags should be rejected. The printing is to be done in required colours for any of our brands as per our emblem and drawing. The quantity of such bags will be intimated to the supplier from time to time based on our requirement.

Procedure of Tape test: Tape test shall be carried out by using any standard cello tape (eg. Wonder tape) of one inch width. The tape shall be pasted on the printed surface of the bag and pulled out and observed for any ink sticking to the surface of the tape. If ink spots are observed on the tape the bag will be treated as not passing the test. Atleast 75% of the sample bags should pass the tape test, otherwise the lot will be rejected.

II. Bags supplied will be checked/tested on random basis at our end and the company's decision on the same will be final and binding on the supplier. In case the specification of the bags is not conforming to the dimensions/mass/tolerances, total performance of the bags packed and in other respects given as above, the whole lot will be rejected. Under no circumstances the bags rejected will be allowed to be sorted out in our stores. The supplier shall make his own arrangements to lift the rejected bags within a week of receipt of intimation regarding rejection.

III. If burstage at plant level during usage of lot is found over and above 0.5% proportionate deductions will be made from the supplier's bill for the actual percentage of burstage reported. However if burstage is more in the last consignment of the order and payment for bags already made, in such case recovery for excess burstage will be made from the security deposit.

B. COMMERCIAL TERMS AND CONDITIONS:

I. PRICE:

1. The tenderers should quote the rates of bags for delivery at Malabar Cements Limited, Walayar in Cover II (finance bid) of the tender.

2. The rates quoted by the tenderer shall be based on the RIL ex-works basic price prevalent on **01.10.2016** for PP granules of Raffia grade (Koylene - Grade SS 35N) ie, **Rs: 78.87 per Kg.** Price shall be inclusive of all taxes and duties for delivery to MCL Stores at Walayar and CGU Cherthala (against provision of 'C' form in the case of interstate sale). However, if any variation is effected in Excise Duty and VAT due to Govt. orders, same will be considered against documentary proof. The price shall also include charges for printing as per the drawing and emblem

given by MCL. In the event of any revision in the price of PP granules effected by supplier (RIL), we shall revise the price of bag under the contract, commensurate with the increase/decrease in the price of granules covering the weight of bag (pro-rata weight basis) as per the formula given below against necessary supporting documents for such revision of prices:

Increase/decrease per bag in rupees = [Current price of Raffia (Koylene-Grade SS 35 N) per kg Ex-works RIL - (Minus) quoted price of Raffia per Kg] x $\frac{83}{81}$ / 1000

Such revision in the price of bag will take effect for bags due for dispatch after 15 days from the date of price revision of granules. The modalities with regard to implementing price increase/decrease shall be at the discretion of the company and such decision in this regard shall be totally acceptable and binding on the tenderer.

II. QUANTITY & DELIVERY:

01. Approximately a quantity of **60 lakh bags** are required over a period of **One year to MCL Walayar and 6,00,000/. to CGU** but the exact quantity and the delivery schedule will be released every month. The tenderer should clearly indicate the assured quantity that can be supplied every month.

02. Unloading of the bags from trucks at the works of MCL, Walayar will be undertaken by us.

03. Supply of bags as per the delivery schedule issued every month is vital and any delay in supplies will affect the Company`s cement dispatch programme. If there is any delay or default in the supplies, the Company reserves the right to cancel the order forfeiting the Security Deposit in our favour and to procure the bags from other sources at the defaulted supplier`s risk and cost.

04. The supplier should ensure that other branded bags are not mixed up with our bags. If other branded bags are received at our end with our bags, such bags will be destroyed by us and we shall levy a penalty at our discretion. Likewise, our branded bags should not be delivered to your other customers also.

05. Printing is to be done in required colours for any of our brands as per our emblem and drawing. The quantity of such bags will be intimated to the supplier from time to time based on our requirements.

06. “Use NO HOOKS” shall be printed prominently on both sides of the bag.

07. If burstage at plant level during usage of lot is found over and above 0.5%, proportionate deductions will be made from the supplier’s bills for the actual percentage of burstage reported. However, if burstage is more in the last consignment of the order and payment for bags already made, in such case recovery for excess burstage will be made from the security deposit.

08. Malabar Cements Ltd. has the discretion to suspend the supplies/enhance or reduce the quantity of bags ordered as per the production/despatch requirements of the company. Malabar Cements Ltd also has the right to cancel the order at any time, by giving prior notice to the supplier.

09. While supplying bags, a test certificate in proof conforming to specifications under Part I-A shall be furnished by the supplier along with each consignment to facilitate inspection and acceptance of the bags.

III. INSPECTION:

a) The sampling and analysis of the materials delivered will be made at the point of loading as well as unloading. At loading point the sampling and analyses of the bags will be made by internationally reputed third party inspection agency appointed by MCL at our expense. The tenderer will dispatch the material only after getting clearance from the TPI. The copy of the test report should be submitted along with supply invoice. If any excess quantity supplied than the offered

quantity for inspection to TPI / Material dispatched without clearance from TPI, the same will be rejected outright.

The bags will be inspected by MCL at our factory stores after receipt at our end. If there is any difference between the TPI report at loading point and our report at unloading point, then joint inspection will be carried out by MCL and TPI in the presence of tenderer, if available, at MCL lab and the result of the same will be final and binding on both the parties.

c) The bundles from which sample bags are drawn for inspection will be physically counted by MCL. The average of differential if any, will be treated as quantity shortage for entire number of bundles delivered. The total number of bags delivered will be estimated accordingly. We shall intimate regarding shortages if any, by way of discrepancy reports (Rejection Memos) to the supplier.

d) If any deviation is noted in the actual packing.

MCL reserves the right to test the bags in the presence of TPI (and supplier if available) once more functionally and qualitatively and the result will be binding in both parties. In case of non- conformity, the lot will be liable to be rejected and the losses will be deducted from the security deposit.

VII. PAYMENT TERMS:

Payment for the supply will be made by RTGS within 30 days against receipt of the supplier's bill along with third party inspection report at loading point. Payment will be made only for the quantity delivered and accepted by MCL by way of GRN supported by inspection report.

VIII. PERIOD OF CONTRACT:

The period of contract shall be initially for **One year** from the date of issue of Purchase Order/Work order, which is likely to be extended for a further period of one more year if the company desires, subject to performance of the contract.

IX. LEGAL JURISDICTION:

Notwithstanding anything contained herein, it is hereby agreed that only the Courts at PALAKKAD shall have exclusive jurisdiction for the adjudication of any disputes between the parties hereto, to the specific exclusion of all other courts.

MANAGING DIRECTOR

Minimum quantity that can be supplied
to MCL Walayar every Month : _____ Nos.
MCL Cherthala every Month : _____ Nos.

I/We agree and accept the above terms and conditions of the Tender and quote the rates given in the Tender Schedules attached.

SIGNATURE OF THE TENDERER
DATE AND SEAL

WITH

Date:

Address:

Phone no.:

Email id:

Instruction to Bidders – Important points while making online payment for e-Tenders

1) Bidders, while participating in online tenders published in Government of Kerala's e-Procurement website (www.etenders.kerala.gov.in), should ensure the following:

ii. **Account number as per Remittance Form only:** Bidder should ensure that account no entered during NEFT/RTGS remittance at any bank counter or during adding beneficiary account in Internet banking site is the same as it appears in the remittance form generated for that particular bid by the e-Procurement system. Bidder should ensure that EMD is remitted only to the account number given in the Remittance form provided by e-Procurement system for that particular tender.

Bidder should ensure the correctness of details inputted while remittance through NEFT/RTGS. Please also ensure that your banker inputs the Account Number (which is case sensitive) as displayed or appears in the Remittance form.

Bidder should not truncate or add any other detail to the above account number.

No additional information like bidder name, company name, etc. should be entered in the account no. column along with account no. for NEFT/RTGS remittance.

iii. **Only NEFT/RTGS remittance allowed:** Account to Account transfers or Cash payments are not allowed and are invalid mode of payments. Hence, the remittance form provided by e-Procurement system is to be used only for NEFT/RTGS

payment.

iv. **UTR number:** Bidders should ensure that the remittance confirmation (UTR number) received after NEFT/RTGS transfer should be updated as it is, without any truncation or addition, in the e-Procurement system for tracking the payment.

v. **One Remittance form per bidder and per bid:** The remittance form provided by e-Procurement system shall be valid for that particular bidder and bid and should not be re-used for any other tender or bid or by any other bidder. The bids will not be considered for further processing if bidder fails to comply on points i to v above and EMD will be reversed to the account from which it was received.

PROCEDURE FOR ONLINE REMITENCE

For paying EMD through online, bidder has to click on online payment after login using their DSC. Two options are there. One SBT another one NEFT. If bidder has direct account in SBT with Internet banking facility, click on SBT, bidder can easily remit EMD amount. If the bidder's bank is other than SBT, click on NEFT. Then the bidder will be asked to enter their mobile no & DOB. Once the bidder enter these details, bidder will get 22 digit account no. To that account no bidder need to remit the EMD amount through NEFT or RTGS. Once the bidder remit the EMD amount through NEFT or RTGS, bidder will get the UTR number. Bidder has to enter the UTR no in the respective column before freezing the bid.