



**THE STATE TRADING CORPORATION OF INDIA LTD.  
(A GOVT. OF INDIA ENTERPRISE UNDER MINISTRY OF COMMERCE & INDUSTRY)  
NO. 301 TO 314, 3<sup>RD</sup> 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.stc.gov.in, E-mail: mumbai@stc.gov.in**

**TENDER NO.: STC/MUM/JUMBO BAGS/2017-18/01 Dated 03.08.2017  
for  
SUPPLY OF JUMBO BAGS (500 Kg capacity for RC-822)**

**Closing at: 15:00 Hours of 17.08.2017  
Opening at: 15:30 Hours of 03.08.2017**

STC invites Limited Quotations/Offer from our Empanelled Associate Suppliers/Manufacturers of Jute/HDPE/PP Bags for supply of **18000 Nos. of Jumbo Bags (500 KG Capacity) for RC-822 to The Kerala Mineral and Metals Limited (KMML) under Back to Back Arrangement.**

**KMML's Tender document is enclosed herewith and it forms an integral part of STC's Tender document. All the terms and conditions of KMML'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 KMML's Tender.**

The proposed supply to KMML 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	18000 Nos. of Jumbo Bags (500 KG Capacity)  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.
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2	SPECIFICATION and PRINTING	As per Annexure-A enclosed.
3	VALIDITY OF OFFERS	The offers to be kept valid for acceptance by STC for a period of 6 months from the date of opening of STC's Tender.
4	TENDER FEE AND EARNEST MONEY DEPOSIT	<p>Tenderer shall remit Rs. 11564/- (Rupees Eleven thousand five hundred and sixty four only) including GST @18% towards tender fee along with the EMD of Rs. 162500/- (Rupees One lakh sixty two thousand five hundred only) as a single transaction to STC's account through RTGS/EMD, as per following banking details:-</p> <p style="text-align: center;">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 <b>1500 Hours of 17.08.2017.</b></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.</p> <p>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 Supply Order is awarded on STC by KMML, successful Tenderer shall submit a Security Deposit equivalent to 5% of the value of the order to STC for the due and faithful execution of the order. The Security Deposit amount below Rs. 5 Lakhs shall be deposited by way of DD drawn in favour of company RTGS/NEFT STC's account as per above banking details. In case the Security Deposit amount is above 5 Lakhs the same is also acceptable in the form of Performance Bank Guarantee as per Performa prescribed by STC/KMML, from any nationalized bank with a claim period of three months after expiry of warranty period.</p> <p>EMD submitted at the time of participation in the Tender shall be adjusted with the Security Deposit.</p> <p>The Security deposit shall be returned only after completion of the entire supply and after expiry of the warranty period unless forfeited by STC for any reason.</p>

6	SAMPLE	The Tenderer shall submit a sample of Jumbo bag (exactly as per tender specification prior to the time fixed for the opening of technical & commercial Bid[Part I]. No offer shall be considered for further processing, if the sample bag is not reached prior to the tender closing date and time fixed.
7	TECHNO COMMERCIAL BID	<p>Following documents to be submitted as part of “Techno Commercial” Bid:-</p> <ul style="list-style-type: none"> <li>(a) Tenderer to submit an undertaking on company’s letterhead for complete back up support to STC for completion of order placed by KMML for supply of Jumbo Bags.</li> <li>(b) The tenderer should have facilities for carrying out tests like Hydro/Pneumatic testing, Material testing facilities for physical and chemical properties (or permanent tie-up for the testing with any Govt. Approved lab or Test house), Dye penetrant and Radiographic testing and qualified welders as per requirement. Tenderers to submit Documentary evidence for the same.</li> <li>(c) Latest audited financial statements</li> <li>(d) Tenderer to submit proof for having executed a single order for similar/identical item/material for a value of Rs. 32.5 Lakhs or more during any one of the last five years ending 31.03.2017. Tenderer to submit documentary proof for the same.</li> <li>(e) Company profile and details of the technical and organizational competence to execute the supply.</li> <li>(f) Proof of Submission of EMD and Tender Fees.</li> <li>(g) Tenderer should have annual turnover from the business of manufacturing/supply of Jumbo Bag with value not less than Rs. 65 Lakhs in any one of the previous five financial years ending 31.03.2017. Tenderer to submit documentary proof for the same.</li> <li>(h) Tenderer to submit Documentary evidence in support of production capacity of Jumbo Bags (Polypropylene).</li> <li>(i) The tenderer should produce a solvency Certificate of value not less than Rs. 32.5 Lakhs from any Indian Branch of Nationalized/Schedules bank dated not prior to 12 months from tender submission date.</li> <li>(j) GST Registration Certificate shall be furnished along with part I of the tender.</li> <li>(k) Copy of STC’s and KMML’s Tender document duly signed and stamped on each page as a token of acceptance.</li> <li>(l) The Bidder/prospective supplier should not have been blacklisted/banned for participation in Tender by Government of India or by any Government Undertaking in India. The Bidder shall have to submit an UNDERTAKING (as per Annexure-II) on a Rs.100/- Non-Judicial Stamp Paper duly Notarised by Notary Public to the effect that the Company is not debarred/ blacklisted by any Government Department/ Undertaking as on date as well as on each time while</li> </ul>

		participating in a Tender. In case of submission of false declaration (found at any stage), such supplier shall be disqualified.
8	PRICE BID	<p>Bidder to submit their most competitive quote on F.O.R. Kerala basis for material as per the specification mentioned elsewhere in this tender, showing in detail Basic price, GST Rate, Transportation Charges, GST rate on Transportation charges, payment term etc and with Transit Insurance coverage (as per BOQ format of KMML's Tender document).</p> <p>Prices should be quoted on company's letterhead duly signed and stamped by authorised signatory of the company and should be inclusive of printing, loading and unloading charges, GST, Packaging &amp; Forwarding charges, transit insurance or any other charges/taxes/duties and inclusive of STC's Trading Margin of 1% etc.</p> <p>Break up of amount or percentage of Basic cost, GST and Transportation cost etc may be mentioned clearly in the offer.</p> <p>Price should be valid for a period of Six months from the date of opening of the price part (part II)</p>
9	SUBMISSION OF OFFERS	<p>a) Interested Suppliers are requested to submit their complete and most competitive price offers to STC latest by <b>15:00 Hours of 17.08.2017</b> under Two Bid system i.e. Techno Commercial Bids and Price Bid.</p> <p>b) Techno Commercial Bids shall be opened at <b>15:30 Hours of 17.08.2017</b>. Price Bid of only Technically qualified tenderers shall be opened.</p> <p>a) Bids shall be received only electronically through the e-Procurement Portal of NIC (<a href="http://eprocure.gov.in/eprocure">eprocure.gov.in/eprocure</a>).</p> <p>b) For submission of e-bids, bidders are required to get themselves registered with NIC's Central Public Procurement (CPP) Portal (<a href="http://eprocure.gov.in/eprocure">http://eprocure.gov.in/eprocure</a>) using Class-II/ Class-III Digital Signature Certificate. All the details mentioned during registration enrolment process should be correct/true. Bidders have to abide by all the terms &amp; conditions mentioned during registration process.</p> <p>c) 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>d) Bidders are required to upload soft copies of all the relevant documents mentioned at Serial No. 7 above.</p> <p>e) Bidders are advised in their own interest to submit the online bids well before the bid submission end date &amp; time (as per Server System Clock of CPP).</p> <p>f) 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>g) 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>h) No bids shall be modified, substituted or withdrawn by the bidder on or after the closing date and time of bid submission.</p> <p>i) 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>j) For any query relating to the process of online bid submission or queries relating to CPP Portal (<a href="http://eprocure.gov.in/eprocure">eprocure.gov.in/eprocure</a>), bidders may contact CPP Portal Helpdesk on Tel Nos 1800-3070-232, 91-7872007972, 91-7878007973010.</p>
10	CRITERIA FOR EVALUATION	<p>The Bidder who fulfil the techno commercial criteria and is declared as technically qualified would be eligible for opening the Price Bid.</p> <p>Price Bids of only the Techno commercial qualified bidder will be opened.</p>
11	PAYMENT TERMS	Payment shall be made by RTGS, as and when received from KMML.
12	LIQUIDATED DAMAGES	<p>In case of delay in supply of the items, the successful tenderer shall be liable to pay Liquidated Damages as per the terms and conditions of KMML's tender. This is however without Prejudice to the right of the company to cancel the order and procure the items at the risk and cost of the successful tenderer. All materials are subject to inspection and acceptance by authorised representative of KMML at their factory. If on inspection, any shortage in the goods supplied is discovered or the goods are received in damaged condition or that they are not of the ordered quality or specification, STC/KMML shall be entitled to reject the goods altogether and make alternative arrangements to procure such items from open market at the risk and cost of the supplier. STC's decision in this regard shall be final and binding on the supplier.</p>
13	INDEMNIFICATION	<p>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.</p>
14	FORCE MAJEURE	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.
15	CANCELLATION OF CONTRACT	If the seller fails to deliver the goods within specified delivery period for reasons other than Force Majeure, STC shall be entitled at its option to cancel the contract and recover the damages besides forfeiture of Security Deposit. STC shall not be liable to any risks and costs, whatsoever, in consequences of such cancellation of the contract.
16	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.
17	OTHER TERMS AND CONDITIONS	<ul style="list-style-type: none"> <li>a) No bids shall be accepted in hard copy or in any other form.</li> <li>b) Conditional offers will be rejected summarily.</li> <li>c) Subletting of order will not be allowed.</li> <li>d) STC reserves the right to accept or reject any one or all the</li> </ul>

		<p>Bids/Offer in part or full without assigning any reason thereof.</p> <p>e) All other terms and conditions which are not mentioned in this tender shall be as per buyer's (KMML's) tender</p> <p>f) In all case of disputes, the decision of STC/KMML shall be final and binding.</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 &amp; 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 Buyer's (KMML's) Tender and Purchase/Supply Order will be provided to the Associate Supplier for acceptance of its terms &amp; 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. <a href="http://www.stclimited.co.in">www.stclimited.co.in</a> and <a href="http://www.eprocure.gov.in">www.eprocure.gov.in</a></p> <p>j) The applicants hereto agree that the Courts and Tribunals at Mumbai shall have exclusive jurisdiction to settle any or all disputes which may arise out of or in connection with this Tender. All disputes arising out of this Tender shall be decided in accordance with the laws of India.</p>
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We look forward to your most competitive offer within stipulated date and time schedule.

**Ravi Jadhav**  
**Dy. General Manager (Marketing)**

**ANNEXURE- II**

**UNDERTAKING**

(To be executed on Rs 100/- stamp paper)

To:

THE STATE TRADING CORPORATION OF INDIA LTD.  
NO. 301 TO 314, 3<sup>RD</sup> FLOOR,  
TRADE WORLD, 'C' WING,  
KAMALA MILL, SENAPATI BAPAT MARG,  
LOWER PAREL (WEST),  
MUMBAI – 400 013

WE, [insert name and address/registered office of bidder} hereby IRREVOCABLY UNDERTAKE that we or our subsidiaries/parent company/sister concern /associated concerns have not been blacklisted/banned for participation in Tender by Government of India or by any Government Undertaking in India or any State Government in the union of India.

Solemnly affirmed & undertaken on this [ ] day of \_\_\_\_\_

\_\_\_\_\_  
(Name and Signature of the Applicant)

Place: \_\_\_\_\_

Date: \_\_\_\_\_



**THE KERALA MINERALS AND METALS LTD  
(A Govt. Of Kerala Undertaking)  
SANKARAMANGALAM-691583, KOLLAM, KERALA  
Website: www.kmml.com Ph: 0476 - 2686722 to 2686733 (12 lines)**

**TENDER REF. NO. : TP/MTLS/JUMBO BAG/2017-2018, DATE: 29/07/2017**

**TENDER DOCUMENT - PART I FOR SUPPLY OF JUMBO BAG 500KG CAPACITY FOR RC-822**

**1.SCOPE OF SUPPLY**

**Item to be supplied :** Jumbo Bag 500Kg capacity for RC - 822

**a. Item code :** 601002822

**b. Specification:** Jumbo Bag 500Kg capacity for RC – 822. Specification and Printing matter shall be as detailed in the Annexure.

HSN CODE should be specified in your quote .

**c. Quantity :** 18000 No.

**d. Sample :** You shall furnish a sample Jumbo Bag exactly as per tender specification, prior to the time fixed for the opening of the Technical & Commercial Bid[Part I] . No offer shall be considered for further processing ,if the sample bag is not reached prior to the tender closing date and time fixed

**e. Delivery :** Delivery of material shall be on a staggered basis according to our requirement. Our present requirement is approximately 1500 bags per month to be delivered by first week of every month. However, the quantity might increase or decrease depending on the requirement which would be intimated to you in advance. First lot shall be delivered immediately on receipt of order. You may deliver the subsequent supplies based on the intimation from our end.

Any deviation with regard to any clause / terms and conditions shall be clearly indicated in part 1 of the bid.

**2. GENERAL INSTRUCTIONS:**

a. The tender is invited from Manufacturers / Experienced suppliers of **Jumbo Bag 500Kg Capacity** for and on behalf of the Managing Director, The Kerala Minerals and Metals Ltd, Kollam, Kerala, India for the supply of **Jumbo Bag 500Kg capacity for RC - 822** and as described in Scope of supply. The tender is invited in 2 cover system from the registered and eligible firms through e-procurement portal of Government of Kerala (<https://www.etenders.kerala.gov.in>). Prospective bidders willing to participate in this tender shall necessarily register themselves with above mentioned e-procurement portal.

b. Any offer made in response to this tender, when accepted by Kerala Minerals and Metals Limited (KMML), Kollam will constitute a contract between the parties.

c. The tenderer shall remit **Rs. 11,564/-** including GST @ 18% (Rupees Eleven thousand five hundred and sixty four only) along with the EMD of **Rs. 1,62,500/-** (Rupees One lakh sixty two thousand five hundred only) as a single transaction by online payment. The bidder shall seek clarification from NIC and make himself conversant with the procedure for online payment of the tender fee/ EMD. KMML shall under no circumstance be responsible for failed transactions on account of non-compliance of the procedure mentioned below. **No firm is exempted from furnishing the tender document fee.**

d. **Online Payment modes:** The tender document fees and EMD can be paid in the following manner through e-Payment facility provided by the e-Procurement system:

- i. **State Bank of India (SBI) Internet Banking:** If a bidder has a SBI internet banking account, then, during the online bid submission process, bidder shall select SBI option and then select Internet banking option. The e-Procurement system will redirect the bidder to SBI's internet banking page where he can enter his internet banking credentials and transfer the tender document and EMD amount.
- ii. **National Electronic Fund Transfer (NEFT)/ Real Time Gross Settlement (RTGS):** If a bidder holds bank account in a different bank, then, during the online bid submission process, bidder shall select NEFT / RTGS option. An online remittance form would be generated, which the bidder can use for transferring amount through NEFT / RTGS either by using internet banking of his bank or visiting nearest branch of his bank. After obtaining the successful transaction receipt no., the bidder has to update the same in e-Procurement system for completing the process of bid submission. Bidder should only use the details given in the Remittance form for making a NEFT / RTGS payment otherwise payment would result in failure in e-Procurement system.

As NEFT payment status confirmation is not received by e-Procurement system on a real-time basis, bidders are advised to exercise NEFT mode of payment option at least 48 hours prior to the last date and time of bid submission to avoid any payment issues. For RTGS the timings that the banks follow may vary depending on the customer timings of the bank branches and settlement from RBI. Bidders are advised to exercise RTGS mode of payment at least 24 hours prior to the last date and time of bid submission to avoid any payment issues.

NEFT / RTGS payment should be done according to following guidelines:

- i. **Single transaction for remitting Tender document fee and EMD:** Bidder should ensure that tender document fees and EMD are remitted as one single transaction.
- ii. **Account number as per Remittance Form only:** Account no. entered during NEFT/RTGS remittance at any bank counter or during adding beneficiary account in Internet banking site should be the same as it appears in the remittance form generated for that particular bid by the e-Procurement system. Bidder should ensure that tender document fees and EMD are remitted only to the account number given in the Remittance form provided by e-Procurement system for that particular tender.  
  
Bidders must ensure that the banker inputs the Account Number (which is case sensitive) as displayed in the Remittance form. 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, State Bank Group Transfers (GRPT), Payments from NRE Accounts, SWIFT Transfers, IMPS or Cash payments are not allowed and are treated as invalid mode of payments. Bidder must ensure that the banker does NEFT or RTGS (for above Rs. 2 lakhs payments as per RBI guidelines) transaction only and specially instruct the banks not to convert the payment type to GRPT or any other payment mode.
- iv. **Amount as per Remittance form:** Bidder should ensure that the amount being remitted is neither less nor higher than the amount shown in remittance form.
- v. **UTR Number:** Bidders should ensure that the remittance confirmation (UTR number) received after NEFT / RTGS transfer should be updated as it is, in the e-Procurement system for tracking the payment.
- vi. **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.

Any transaction charges levied while using any of the above modes of online payment has be borne by the bidder. The supplier/contractor's bid will be evaluated only if payment status against bidder is showing "Success" during bid opening.

### **3. SUBMISSION OF TENDER:**

The tender process shall consist of the following stages:

- i. Downloading of tender document: Tender document will be available for free download on [www.etenders.kerala.gov.in](http://www.etenders.kerala.gov.in). However, tender document fees and EMD shall be payable at the time of bid submission as stipulated in this tender document.
  - ii. Publishing of Corrigendum: All corrigenda if any shall be published on [www.etenders.kerala.gov.in](http://www.etenders.kerala.gov.in) and shall not be available elsewhere.
  - iii. Bid submission: Bidders have to submit their bids along with supporting documents to support their eligibility, as required in this tender document on [www.etenders.kerala.gov.in](http://www.etenders.kerala.gov.in). No manual submission of bid is allowed and manual bids shall not be accepted under any circumstances.
  - iv. Opening of Technical Bid and Bidder short-listing: The technical bids will be opened, evaluated and shortlisted as per the eligibility and technical qualifications. All documents in support of technical qualifications shall be submitted (online). Failure to submit the documents online will attract disqualification. Bids shortlisted by this process will be taken up for opening the financial bid.
  - v. Opening of Financial Bids: Bids of the qualified bidder's shall only be considered for opening and evaluation of the financial bid.
- a. 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 parts, ie, Part-I (Technical & Commercial Bid) and Part- II (Price bid).
  - c. If the tenderer is a firm or company, the tender document is to be submitted by the authorized signatory of the firm.
  - d. If the tenderer is a partnership firm, copy of the partnership deed/agreement duly attested by the notary public to be enclosed along with part I
  - e. If the tenderer is a company registered under the companies act, the following details should be furnished. Relevant copies to be enclosed along with Part I:
    - Corporate Identity Number (CIN)
    - Address of the Regd. Office of the Company
    - The Registrar of Companies (ROC), under whose jurisdiction the company exists.
    - The PAN & GST registration details.
    - A certified copy of Memorandum and Articles of association to be enclosed.
    - Tenderer also has to indicate the members of the present board of directors.

- The tenderer shall furnish the GST Registration number. Copy to be enclosed along with part I.
- Tenders received after the specified time and date will be summarily rejected.
- Tenders not submitted in the appropriate forms, or if they are not complete in all respects, are likely to be rejected.

f. If the bidder is an authorized dealer, they should submit latest authorization certificate from the manufacturer whom they represent.

g. The Bidder shall complete the Price bid as per format given for download along with this tender. **NB:** The blank price bid should be downloaded and saved on bidder's computer without changing file-name otherwise price bid will not get uploaded. The bidder should fill in the details in the same file and upload the same back to the website.

#### **4. EARNEST MONEY DEPOSIT:**

Tenderers are required to remit an Earnest Money Deposit of Rs. **1,62,500/-** (Rupees One lakh sixty two thousand five hundred only) as online payment in e procurement portal through SBI internet banking or transfer through other banks - NEFT/RTGS in favour of The Kerala Minerals and Metals Limited . Any existing amount available with KMML in any form will not be adjusted against the Earnest Money Deposit for this tender. Account to Account transfer or Cash payments are not valid modes of payment. Only SBI's Internet banking ,NEFT and RTGS are valid modes of online payment in e-Tendering system. **Both Tender document fees and EMD should be remitted as one single transactions as split payment of the same is not allowed in e-Tender.** In case of NEFT /RTGS , remittance should strictly be made as per details given in point 2 (d). The bidder shall seek clarification from IT Mission's e-Procurement support desk and make himself conversant with the procedure for online payment of the tender fee/ EMD. Tender fee and EMD are to be paid as a single remittance. KMML shall under no circumstance be responsible for failed transactions on account of non-compliance of the procedures mentioned.EMD will not carry any interest. In case the tenderer commits any breach of the tender conditions, KMML can without any notice forfeit the EMD. The EMD of the successful tenderer shall be returned after submission of the required Security deposit. In case of the tenderers whose tender has not been accepted , their EMD will be returned without any interest, within one month from placing of order on the successful tenderer, or on written request from the unsuccessful tenderer, after expiry of the validity of the offer , if it is not forfeited due to any reason..

- Earnest Money 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 of order.
- **Tenders received without EMD will not be considered.**

- 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.
- The EMD submitted by the successful tenderer shall be refunded on receipt of the Security Deposit or may be adjusted against Security deposit
- The Earnest Money Deposit will not bear any interest.
- **Only PSUs are exempted from furnishing EMD.**

#### **5. SECURITY DEPOSIT:**

**a.** The successful tenders have to furnish a security deposit equivalent to 5 % of the basic value of the order for the due and faithful execution of the order.

**b.** Failure to furnish security deposit in accordance with the conditions of the tender will be considered as breach of contract, which would entitle the Company to terminate the contract and forfeit the EMD amount in addition to the right of enforcing risk purchase at the cost of suppliers/tenderers.

**c.** The Security deposit amount below Rs. 5 lakhs shall be deposited by way of DD drawn in favour of company. In case the security deposit amount is above 5 Lakhs, the same is also acceptable in the form of Bank Guarantee as per the proforma prescribed by KMML, from any Nationalised Bank with a claim period of three months after expiry of warranty period. No other form of payment will be accepted. In case SD is not submitted before commencement of supplies, the company reserves its right to withhold an equal amount towards SD from payments made against such supplies. The security deposit shall *be* returned only after completion of supply unless forfeited by the company for any reason.

**d.** In the event of any upward revision in the value of the contract arising on account of increase in quantity to be supplied, the successful tenderer should on receiving intimation from KMML, remit 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 shall 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 or fulfill his dues to KMML. This will be in addition to the Company's right to make risk purchase from the open market by tender or by any other mode of purchases 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.** KMML is empowered to deduct from the security deposit or any other outstanding amount any sum that may be fixed by the company as being the amount of losses or damages suffered by it due to delay in performance or non-performance of any of the condition of the tender /contract.

**h.** PSU', OEMs, and Overseas suppliers are exempted from payment of Security Deposit.

**6. PRE-QUALIFICATION CRITERION:**

**1.0** The tenderer should have annual turnover of value not less than Rs.65 lakhs in any one of the previous five financial years ending 31<sup>st</sup> March( Previous year).  
(Copies of audited profit and loss account, balance sheets OR a certificate in original from a practicing Chartered Accountant shall be submitted.)

**2.0** The bidder should submit proof for having executed a single order or multiple orders for similar/identical item/material for value of Rs.32.5 lakh or more during any one of the last five financial years ending 31<sup>st</sup> March(Previous year). (Copies of Orders clearly indicating the full address of Organization, details of supply and completion period and a 'testimonial' towards satisfactory operation shall be submitted as proof.) In addition to that any other documentary proof showing sound business tie up / operation for the relevant period may also attach.)

**3.0** The tenderer should have facilities for carrying out tests like Hydro/Pneumatic testing, Material testing facilities for physical and chemical properties ( or permanent tie up for the testing with any Govt. approved lab or Test house),Dye penetrant and Radiographic testing and qualified welders as per requirement. Documentary evidence shall be submitted and if so required, KMML shall visit the bidders's shop for evaluation

**4.0** The Tenderer should produce a Solvency Certificate of value not less than Rs.32.5 lakhs from any Indian Branch of Nationalized/ Scheduled Bank dated not prior to 12 months from tender submission date.

**5.0** The tenderer shall furnish their Company profile and details of the technical and organizational competence to execute the supply along with part I.

**6.0** GST Registration Certificate shall be furnished along with Part I of the tender.

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

**8.0** Companies black listed/ordered for blacklisting by Govt. of Kerala or KMML would not be considered.

**9.0** Tenderers who are having unresolved dispute with KMML will not be considered under any circumstances.

**10.** Part-II -Price bid of the tenderers who satisfy all the above criteria and the technical specification only will be opened for further consideration. Price bid of those tenderers who do not comply even any one of the above conditions will not be opened.

**7. INSPECTION:**

Stage wise / Pre dispatch inspection shall be conducted by KMML/ 3<sup>rd</sup> Party and Third Party inspection charges will be to our account.

**8. 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 KMML. In the event of cancellation of the contract as mentioned above, the party will be blacklisted.

**9. OPENING OF TENDER:**

a. On the due date of opening viz 02/09/2017, 09:30 am only Part-I of the offer (ie. Technical & Commercial Bid) will be opened.

b. The Part-II of the offer (ie. Price Bid) of only those tenderers who are qualified as per the tender conditions will be opened by E-tendering process on a subsequent date. Date of opening will be intimated to the qualified bidders.

**10. 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.

**11. VALIDITY OF OFFER:**

In consideration of the tenderer being allowed to quote for the supply, they shall keep their tender FIRM for a period of 3 months from the date of opening 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.

**12. PRICE :**

The price offered shall be FOR KMML basis , for material as per the specification mentioned elsewhere in this tender, showing in detail the Basic Price, GST rate , Transportation charge, GST rate on Transportation charge, Payment terms etc. The price quoted should be valid for a period of three months from the date of opening of the price part (part II ) of the tender for our acceptance and finalization of the purchase order. The quoted price shall be fixed and firm and escalation on any account shall not be acceptable till the completion of supply of the entire ordered quantity. If any tenderer withdraws their offer/modifies the price within the above validity period, it will be treated as breach of tender conditions, and KMML will have the right to forfeit the Earnest Money Deposit, and in such cases, the decision of KMML shall be final and binding on the tenderers.

**13. UNLOADING:**

Unloading of the material at our end is not in the successful tenderers' scope. Our usual unloading time is from 9.30 a.m. to 4.00 p.m. on all normal working days, except on Sundays and other public holidays. However, we shall try to ensure that the tankers are not detained beyond reasonable time. Unloading is not in your scope. But in case of any rejection, you shall make your own arrangements to take back the rejected quantity, and in that case, charges of unloading/loading of rejected quantity shall be to your account.

**14. PAYMENT TERMS:**

Payment shall be made by Account Payee cheque / RTGS, within 30 days of receipt and acceptance of the material at KMML. The successful tenderer shall ensure that the invoices are submitted to us within 7 days from the date of dispatch of material. Please note that, payment shall be made only for the actual quantity of the material accepted at our end. For order value above Rs.5 Lakhs, 90% shall be made within 30 days of receipt and acceptance and balance 10% after the guarantee period.

**15. GUARANTEE:**

For a period of 12 calendar months from the date of putting into operation of items or 18 months from the date dispatch of the last consignment, whichever is earlier, the supplier is liable to replace/rectify the items or any part or parts that may fail or show sign of defects arising out of faulty design, materials, workmanship or any act of omission on their part or their sub-suppliers part. All such replacement shall be made free of cost at our factory and within the time allowed by us. In case of failure, the company shall be entitled to rectify/replace the items at the supplier's risk and cost and recover the same from any amount due to the supplier from the company or by action of law. In the case of

manufactured items or machinery with specific/agreed output parameters we insist on performance guarantee. In such cases the terms of guarantee, guarantee period etc are to be mutually agreed upon (between the user department and supplier). If required, the payment terms will also be modified to meet this requirement and will be specifically incorporated in order.

**16. TRANSPORTATION:**

The successful tenderer shall make his own arrangements to deliver the material at our Factory and the transportation charges applicable shall be fixed and firm and shall not vary on any account till completion of the entire ordered quantity. GST rate on Transportation Charge, if applicable, shall be shown extra. All precautions shall be taken to ensure that no contamination of the material happens during transit. Alternatively if transportation is to be arranged by KMML, the tenderer shall mention the same in the techno-commercial offer and shall leave the column for transportation charge in the BOQ blank. In such case, transportation charge finalized by KMML for the material shall be considered for Landed cost calculation and this shall be binding on the tenderer.

**17 LD Clause:**

In case the supplier fail to supply the item within the time specified, liquidated damages at the rate of 1% of the contract value excluding GST per month or part thereof for delay subject to a maximum of 5 % of the total contract price may be levied.

**18 KMML reserve the right to split the order to more than one party.**

**19** KMML reserves the right to reject any tender including the lowest, without assigning any reason.

**20** All questions, disputes arising under, out of or in connection with this Tender/Contract shall be decided by the Managing Director of the Company whose decision shall be final and binding on the Tenderer Contractor.

**21** Any suit or legal proceeding against Company in connection with this Tender/Contract shall be filed or instituted only in a Court having jurisdiction in the town of Kollam, Kerala.

**22 All the PSU's are exempted from furnishing EMD and Security Deposit.**

### **23 AWARD OF CONTRACT**

KMML reserve the right:

- i) 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.
- ii) To award the contract to one or more number of firms.
- iii) To enter into parallel contracts simultaneously or at any time during the period of contract with one or more tenderer(s) as KMML may feel fit.
- iv) 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 KMML may feel fit.
- v) KMML does not bind itself to accept the lowest tender or assign any reason for non acceptance of the same.
- vi) 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 KMML and both parties are Bound by the terms and conditions.
- vii) Landed cost price shall be considered for price comparison and order Placement.
- viii) Our General conditions of Contract and Safety regulations form a part of this tender and are applicable to the extent required.

### **24. JURISDICTION**

Any suit or legal proceedings against the Company arising under/out of or in connection with this Tender shall be filed or instituted only in a Court having jurisdiction in the town of Kollam, Kerala. All question/disputes arising under/out of or in connection with this Tender shall be decided by the Managing Director of the Company, and his decision shall be the final and binding on you.

**For THE KERALA MINERALS AND METALS LIMITED,  
MANAGING DIRECTOR.**

ANNEXURE-A (4 pages)

SPECIFICATION OF JUMBO BAGS FOR RC-822 GRADE PIGMENT

<b>Scope of Work</b>	:	<b>Manufacture and supply of Jumbo bag 500Kg capacity for RC- 822 as per specification and printing matter detailed along with.</b>
<b>Quantity</b>	:	<b>18000 nos [on a staggered delivery basis as per requirement.]</b>
<b>Type</b>	:	<b>Polypropylene with inside lamination (150-200 gauge)</b>
<b>Size (box)</b>	:	<b>900 mm x 900mm x 700mm height</b>
<b>Spouts</b>	:	<b>2 Nos.(Top &amp;bottom) 400mm diameter x 700 mm long (Bottom spout to have outside Cover with knot for safety)</b>
<b>Cuibs</b>	:	<b>4Nos. provided inside.</b>
<b>Colour</b>	:	<b>White</b>
<b>Loops</b>	:	<b>Four cross corner loops of polypropylene (min 40mm width) 300 mm height.</b>
<b>Stitching</b>	:	<b>Bag to be stitched with filler cord on all the 12 edges.</b>
<b>Pouch</b>	:	<b>One polypropylene pouch 400 gauge to be Provided with side opening and cover for closing.</b>
<b>Material to be filled</b>	:	<b>Rutile Grade Titanium Dioxide-RC-822</b>
<b>Bulk Density</b>	:	<b>0.5 to 0.9 gm/cm<sup>3</sup></b>
<b>Net weight of material to be filled</b>	:	<b>500kg.</b>
<b>Printing</b>	:	<b>Both sides with KMML monogram as per Attached drawing.</b>

@ SIDE SIZE 90 cms. x 90 cms. x 70 cms.  
 PRINTING AREA 70 cms. x 70 cms. x 50 cms.

SIDE 1, 2 & 3

<b>HANDLING          RECM:          SLIP</b>
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(To be attached on one side only)

Colour Strip printing according to Product 3 cm



**KEMOX RC – 822**  
**TITANIUM DIOXIDE (RUTILE)**  
**LOT NO.**

Blue colour

NET. WT. 500 KGs.

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Colour strip printing - 70 cms x 3 cms

DARK BLUE

↓  
3 cms  
↑

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MFD. BY: THE KERALA MINERALS AND METALS LTD.  
 CHAVARA – KOLLAM - 691 583 – KERALA  
 INDIA

Blue colour

TEL. NO. 91- 476 – 2686722 to 2686733 (12 Lines)

FAX NO. 91- 476 – 2680101

E-Mail : [kmml@md3.vsnl.net.in](mailto:kmml@md3.vsnl.net.in). URL.[www.kmml.com](http://www.kmml.com)

**@ SIDE SIZE 90 cms. x 90 cms. x 70 cms.  
PRINTING AREA 70 cms. x 70 cms. x 50 cms.**

**SIDE NO .4**

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<b>TITANIUM DIOXIDE</b>	
<b>HEALTH</b>	
<b>FLAMMABILITY</b>	
<b>REACTIVITY</b>	
<b>PERSONAL PROTECTION</b>	

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**Colour printing according to product code**

↓  
**3 cms**  
↑

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**CAUTION:**

**DUST CAN CAUSE LUNG IRRITATION  
AVOID BREATHING DUST  
USE AN APPROVED DUST MASK IF  
DUST CONCENTRATION EXCEEDS  
FIVE MILLIGRAM PER M<sup>3</sup>**

**BLUE COLOUR**

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70 cms. x 3 cms. – Colour strip printing in all four sides

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**KEMOX RC 822**  
**DARK BLUE**

**DARK BLUE**

3 cms

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