



**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/2016-17/08 Dated 26.12.2016**  
**for**  
**SUPPLY OF JUMBO BAGS (POLYPROPYLENE)**

**Closing at. 1500 Hours of 29.12.2016**  
**Opening at: 1530 Hours of 29.12.2016**

STC invites Limited Quotations/Offer from our Empanelled Associate Suppliers/Manufacturers of Jute/HDPE/PP Bags for supply of **1500 Nos. of Jumbo Bags (500 KG Capacity) for RC-822 to The Kerala Mineral and Metals Limited (KMML) under Back to Back Arrangement.**

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	1500 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.
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	EARNEST MONEY DEPOSIT	<p>Tenderer to deposit EMD calculated at 5% value of the Tendered item 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 29.12.2016.</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 by way of Performance Bank Guarantee/RTGS/NEFT to STC's account as per above banking details.</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	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 the 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>
7	SAMPLE	<p>The Tenderer may have to submit a sample of Jumbo bag (exactly as per tender specification) if and when asked by KMML.</p>



8	TECHNO COMMERCIAL BID	<p>Following documents to be submitted as part of “Techno Commercial” Bid:-</p> <p>(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.</p> <p>(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.</p> <p>(c) Tenderer to submit proof for having executed a single order for similar/identical item/material for a value of Rs. 14.5 Lakhs or more during any one of the last five years ending 31.03.2016. Tenderer to submit documentary proof for the same.</p> <p>(d) Tenderer should have annual turnover from the business of manufacturing/supply of Jumbo Bag with value not less than Rs. 29 Lakhs in any one of the previous five financial years ending 31.03.2016. Tenderer to submit documentary proof for the same.</p> <p>(e) Tenderer to submit Documentary evidence in support of production capacity of Jumbo Bags (Polypropylene).</p> <p>(f) Copy of STC’s Tender document duly signed and stamped on each page as a token of acceptance.</p> <p>(g) 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/ blackllsted by any Government Department/ Undertaking as on date as well as on each time while participating in a Tender. In case of submission of false declaration (found at any stage), such supplier shall be disqualified.</p>
9	PRICE BID	<p>Bidder to submit their most competitive quote on F.O.R. Sankaramangalam, Chavara, Kollam District basis and with Transit Insurance coverage. Where quotation are not submitted on this basis, supplier should furnish sufficient rate to arrive at F.O.R. destination price.</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. Break up of amount or percentage of Basic cost, Excise Duty, Sales Tax, P&amp;F and Transportation cost etc may be mentioned</p>



		<p>clearly in the offer.</p> <p>Prices should be quoted on company's letterhead duly signed and stamped by authorised signatory of the company.</p>
10	SUBMISSION OF OFFERS	<p>a) Interested Suppliers are requested to submit their complete and most competitive price offers to STC latest by <b>1500 Hours of 29.12.2016</b> under Two Bid system i.e. Techno Commercial Bids and Price Bid.</p> <p>b) Techno Commercial Bids shall be opened at <b>1530 Hours of 29.12.2016</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. 8 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>
11	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</p>



		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.
12	CANCELLATION CONTRACT	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 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.
13	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.
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	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) STC reserves the right to accept or reject any one or all the Bids/Offeres in part or full without assigning any reason thereof.</p> <p>e) In all case of disputes, the decision of STC/KMML shall be final.</p> <p>f) 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>g) 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 &amp; conditions in total including penalty for strict compliance and no deviation of whatsoever nature will be entertained by STC.</p> <p>h) Any further Corrigendum/Addendum to the tender documents will be uploaded by STC on websites i.e. <a href="http://www.stc.gov.in">www.stc.gov.in</a>, <a href="http://www.eprocure.gov.in">www.eprocure.gov.in</a> or <a href="http://www.tenders.gov.in">www.tenders.gov.in</a></p> <p>i) All disputes/litigations arising out of this Tender on any civil remedy for non-fulfilment of terms and conditions of this Tender shall be subject to the exclusive jurisdiction of Civil Courts at Mumbai city only.</p>

We look forward to your most competitive offer within stipulated date and time schedule.

**V.P. KISHTAFAR**  
**Dy. General Manager (Marketing)**

ANNEXURE-A (4 pages)

SPECIFICATION OF JUMBO BAGS FOR RC-822 GRADE PIGMENT

Scope of Work	:	Manufacture and supply of Jumbo bag 500Kg capacity for RC- 822 as per specification and printing matter detailed along with.
Quantity	:	1500 nos
Type	:	Polypropylene with inside lamination (150-200 gauge)
Size (box)	:	900 mm x 900mm x 700mm height
Spouts	:	2 Nos.(Top &bottom) 400mm diameter x 700 mm long (Bottom spout to have outside Cover with knot for safety)
Cuibs	:	4Nos. provided inside.
Colour	:	White
Loops	:	Four cross corner loops of polypropylene (min 40mm width) 300 mm height.
Stitching	:	Bag to be stitched with filler cord on all the 12 edges.
Pouch	:	One polypropylene pouch 400 gauge to be Provided with side opening and cover for closing.
Material to be filled	:	Rutile Grade Titanium Dioxide-RC-822
Bulk Density	:	0.5 to 0.9 gm/cm <sup>3</sup>
Net weight of material to be filled	:	500kg.
Printing	:	Both sides with KMML monogram as per Attached drawing.



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

SIDE 1, 2 & 3

<p>HANDLING RECM: SLIP</p>
------------------------------------

(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.

---

Colour strip printing - 70 cms x 3 cms

DARK BLUE

3 cms

---

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

---

TITANIUM DIOXIDE	
HEALTH	
FLAMMABILITY	
REACTIVITY	
PERSONAL PROTECTION	

---

Colour printing according to product code

3 cms

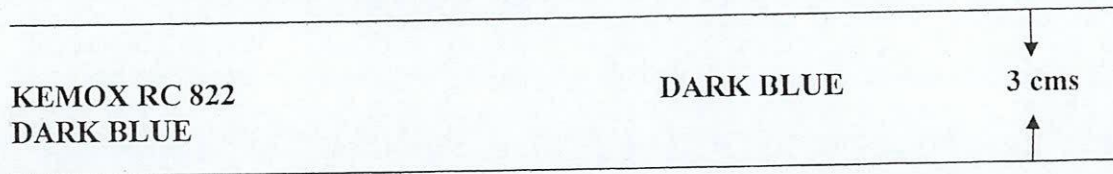
**CAUTION:**

**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**

---

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





**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 .

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

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

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

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