

NOTICE

THE KERALA STATE CIVIL SUPPLIES CORPORATION , LTD

(SUPPLYCO) MAVELI BHAVAN , GANDHI NAGAR, KOCHI - 20.

KERALA

PH: 0484 – 2207924 . 2206782

FAX : NO. 0484 – 2206782

No.P10- 26444 /20

Dt:16/10/2020

INVITATION FOR BIDS FOR THE SUPPLY OF WHEAT

The Kerala State Civil Supplies Corporation Ltd. invites competitive tenders through e-auction and e- tender system from the eligible bidders for the supply of approximately 3200 MTs of Wheat to be supplied in 50 Kg bags at Pathanamthitta Depot/ Destination (Contracted Wheat Flour Mill) of the Corporation as per the terms and conditions of the e-tender.

Interested bidders may submit tender in accordance with the terms and conditions in the e tender website <https://www.etenders.kerala.gov.in> on or before **22/10/2020 at 2.00pm**. For further details visit the website. Digital signature is mandatory for participating in e- tender

Addendum if any will be published in this site only

Sd/-

M (Purchase)

Signature of the applicant

THE KERALA STATE CIVIL SUPPLIES CORPORATION LIMITED
(Maveli Bhavan, Gandhi Nagar, Kochi – 20)

Tel : 0484-2207924,2206782

No. P10–26444/2020

Dt:16/10/2020

TENDER NOTICE

TERMS AND CONDITIONS OF TENDER FOR THE SUPPLY OF WHEAT.

INTRODUCTION

The Kerala State Civil Supplies Corporation intends to purchase about 3200 MTs of Wheat from manufacturers/dealers engaged in the trade of supply of Wheat.

Vendors are free to quote rates in each Depot/Destination to supply within the time specified for above item. The approximate requirement is around 3200 MTs of Wheat to be supplied in 10 days.

1. SUBMISSION OF TENDER

This tender is an E-Tender and is invited in through e-procurement portal of Government of Kerala (<https://www.etenders.kerala.gov.in>). Prospective tenderers willing to participate in this tender shall necessarily register themselves with above mentioned e-procurement portal. The tender document shall be submitted through electronic mode only. Details are to be entered online in the website <https://www.etenders.kerala.gov.in>. Last date & time for the submission of completed tender document in the etender website is **22/10/2020 at 2.00 pm**. The technical bid of the tender will be opened on **22/10/2020 at 3.00 pm**. The financial bid will be opened after scrutinizing the technical bids. Technically qualified bids only will be considered for financial opening.

A. Online Tenderer registration process:

Tenderers should have a Class II or above Digital Signature Certificate (DSC) to be procured from any Registration Authorities (RA) under the Certifying Agency of India. Details of RAs will be available on www.cca.gov.in. Once, the DSC is obtained, tenderers have to register on www.etenders.kerala.gov.in website for participating in this tender. Website registration is a one-time process without any registration fees. However, tenderers have to procure DSC at their own cost.

Tenderers may contact e-Procurement support desk of Kerala State IT Mission over telephone at 0471-2577088/188/388 or 0484-2336006, 2332262 or 0497-2764788, 2764188 or 0483-273294 or through email: etendershelp@kerala.gov.in or helpetender@gmail.com for assistance in this regard.

After registration, tenderers shall submit their Technical bid and Commercial bid online on www.etenders.kerala.gov.in along with online payment of tender fee and EMD.

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B. Online Tender Process:

The tender process shall consist of the following stages:

- i. **Downloading of tender document:** Tender document will be available for download on www.etenders.kerala.gov.in. The bidder shall pay a tender fee of **Rs 560/- (Rs 500 + 12% GST)** through e-Payment facility provided in the e-Procurement system in favour of The Kerala State Civil Supplies Corporation Ltd which will be non refundable.
- ii. **Bid submission:** Tenderers 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. No manual submission of bid is allowed and manual bids shall not be accepted under any circumstances.
- iii. **Opening of Technical Bid and Tenderer 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. Bids shortlisted by this process will be taken up for opening the Commercial bid.
- iv. **Opening of Commercial Bids:** Bids of the qualified tenderers shall only be considered for opening and evaluation of the Commercial bid on the date and time mentioned in critical date's section.

2. DOCUMENTS COMPRISING BID

(i). The First Stage (Pre-Qualification or Technical bid):

Pre-Qualification or Technical bid shall contain the **scanned copies** of the following documents which every tenderer has to upload:

A. Details showing the address, contact telephone numbers(Mobile), email address in the letter head of the tenderer with sign and seal.
B. Certificate of registration under GST (with GST Number)
C. FSSA License, specifying the licensed item/ category(Attach Schedule)
D. Copy of the <u>partnership deed</u> / Copy of the Audited Accounts of last financial year certified by a Chartered accountant in the case of <u>Proprietary concern</u> / Certificate of Registration in case of <u>Society</u> / Memorandum and Articles of Association in the case of a <u>Limited Company</u>
E. Original of Power of Attorney authorizing an agent , to sign on behalf of Partners / Proprietor/Managing Director of Company/Secretary of society if any ,to transact all business with the corporation.
F. Identity Proof of the Authorized signatory
G. Certificate / Proof from the Bank of the vendor with Account No. , RTGS No. / IFSC Code etc.
H. Signed copies of the tender documents (All the pages of the tender conditions shall be manually signed with name, place and date)

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The existing registered vendors of Supplyco for Pulses, Spices, Sugar, Rice etc in the Tenderwizard.com are exempted from submitting the above documents except the signed copies of the tender document.

(ii) The Second Stage (Commercial bid):

The Tenderer shall complete the Commercial bid as per format given for download along with this tender.

Note: The blank price bid should be downloaded and saved on tenderer's computer without changing file-name otherwise price bid will not get uploaded. The tenderer should fill in the details in the same file and upload the same back to the website.

It is necessary to click on "Freeze bid" link/ icon to complete the process of bid submission otherwise the bid will not get submitted online and the same shall not be available for viewing/ opening during bid opening process.

3. VALIDITY OF THE OFFER

The rate quoted will be valid for acceptance for 15 days from the date of closing of the bid.

4. EARNEST MONEY DEPOSIT:

- a) Tenderers shall submit, along with their Bids, EMD of **Rs.100000/- (Rupees one lakh only)**, through e-Payment facility provided in the e-Procurement system in favour of The Kerala State Civil Supplies Corporation Ltd before the last date and time prescribed for uploading the profile. Supporting documents shall be submitted by the Companies. The bid submitted without EMD fee mentioned above will be rejected.
- b) The EMD will not carry any interest.

The EMD will be forfeited if

- the bidder withdraws his tender before the expiry of the validity period of offer.
 - the bidder withdraws from the tender after acceptance.
 - the bidder violates any of the provisions of the terms and conditions of the tender.
- c) If a bidder backs out of his tender bid, after signing the agreement, the EMD remitted by him will be forfeited and he will be blacklisted for two years .
- d) The EMD of the successful bidder will be released only after the completion of Supply.
- e) In the case of unsuccessful bidders, the EMD will be refunded to them after intimating them about rejection of their tender bid.

Online Payment modes: EMD can be paid in the following manner through e-Payment facility provided by the e-Procurement system:

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- i. **State Bank of India (SBI) Internet Banking**: If a tenderer has a SBI internet banking account, then, during the online bid submission process, tenderer shall select SBI option and then select Internet banking option. The e-Procurement system will re-direct the tenderer 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 tenderer holds bank account in a different bank, then, during the online bid submission process, tenderer shall select NEFT / RTGS option. An online remittance form would be generated, which the tenderer 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 tenderer has to update the same in e-Procurement system for completing the process of bid submission. Tenderer 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, tenderers 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. Tenderers 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:

- iii. **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. Tenderer should

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ensure that EMD is remitted only to the account number given in the Remittance form provided by e-Procurement system for that particular tender.

Tenderers must ensure that the banker inputs the Account Number (which is case sensitive) as displayed in the Remittance form. No additional information like tenderer name, company name, etc. should be entered in the account no. column along with account no. for NEFT / RTGS remittance.

- iv. **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. Tenderer must ensure that the banker does NEFT or RTGS (for above 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.
- v. **Amount as per Remittance form:** Tenderer should ensure that the amount being remitted is neither less nor higher than the amount shown in remittance form.
- vi. **UTR Number:** Tenderers 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.
- vii. **One Remittance Form per Tenderer and per Bid:** The remittance form provided by e-Procurement system shall be valid for that particular tenderer and bid and should not be re-used for any other tender or bid or by any other tenderer.

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

5. QUALITY SPECIFICATIONS

Wheat

Wheat meant for Chaki Fresh Atta shall conform to following standards

- a) Moisture -12% (Max)***
- b) Hectolitre weight - 75 kg (min)***
- c) Gluten - 9% (min)***

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- d) Other food grains 1%(Max)**
- e) Foreign matter -1% (Max) (inorganic foreign matter should not be more than 0.2%)**
- f) Damage /slightly damaged - 2% (Max)**
- g) Shrivelled/brokens -5%(Max)**
- h) Weevilled – 1 by count.**

It shall be free from live insects. It shall conform to Food Safety Standards Act 2006 and its amendments from time to time

All orders of Government in this regard, issued from time to time should be strictly adhered to and the tenderer alone will be liable for any defects or violation.

6. QUOTING OF RATES AND QUANTITY

Depot/ destination wise approximate requirement in Qtls is shown in Schedule-B .The tenderers are requested to quote total cost per Qtl for the depot or depots they are interested to supply, inclusive of charges for packing and transportation (Except GST) in **Schedule A(BoQ)**. The tenderer should supply the entire requirement of Wheat of the depot/destination where he becomes successful/ L1. The address of each Depot/destination is shown in Schedule -C.

7. TECHNICAL EVALUATION

The vendors will normally be qualified in technical evaluation only if they submit all the documents required as per clause 2 of this tender notice.

8. FINANCIAL BID EVALUATION:

The financial bids of qualified bidders will only be opened and the L1 bidders of each depot/destination will be selected.

9. ACCEPTANCE OF THE OFFER

The successful vendor will be informed of the acceptance of the tender by e-mail or by a formal acceptance letter. By issue of e-mail or formal acceptance letter a binding contract will come into force. The Corporation reserves the right to award the contract in full or part to one or several vendors. The decision of the Corporation in finalization of the tenders will be final and binding on the vendors.

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10. SECURITY DEPOSIT

In the case of successful bidders whose offers are accepted and purchase orders are issued they shall within 3 days remit 5% of the purchase order value or the difference between the Purchase Order value of the L1 bidder and L2 bidder, whichever is higher as Security deposit to the following bank account of the corporation by RTGS/NEFT.

The Federal Bank Ltd, Girinagar Branch

A/c No.10580200017225

IFSC: FDRL0001058.

The security deposit can also be submitted in the form of Bank Guarantee valid for a period of three months.

Security deposit will be refunded after satisfactory performance of the contract. Security deposit will be forfeited in the event of breach of all or any of the terms of the tender or non performance of the contract. The loss sustained to corporation in excess of security deposit will be recovered from the contractor by any means including revenue recovery proceedings.

11. PURCHASE ORDER

Purchase Order will be issued from the Head Office based on the requirement and according to the quantity offered at the rates offered by the vendor. Supplier should submit GST bill with GST shown separately at the rates applicable during the time of supply. Corporation reserve the right to cancel or modify the Purchase Order fully or partially. The purchase order will be issued with directions to supply within a period of **10** working days from the date of purchase order.

12. MODE OF SUPPLY

The vendor shall supply the product as per the purchase order issued from time to time within the period of contract. The supply of stock should be done as per the directions mentioned in the purchase order, which will be intimated during the period of contract. The party shall be entitled to receive acknowledgement in the prescribed form from the delivery point. Party is also liable to supply the entire quantity ordered.

13. PACKING, MARKING & OVER ALL QUALITY

The supplier should strictly adhere to all the quality parameters as per clause no.5. If the Wheat supplied does not satisfy the specifications, same is liable to be rejected by the Depots/ Officers of the Corporation. Any deviation if found at any stage after supply, the supplier is liable to replace the item, otherwise the Corporation shall impose penalty or initiate Penal action against the supplier

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including forfeiture of Security Deposit, termination of contract /blacklisting.

The Wheat shall be packed in new/sound/good jute gunnies or PP Bags. In any case gunnies shall not be loose textured, bleeding, cut and torn and shall withstand repeated handlings, without grains or seeds oozing out from the bag. In case of improper, insecure packaging, the commodity in the entire lot is liable to rejection by the Depot Manager or other designated officers of the Corporation.

The gunnies shall be cross-sewn with adequate number of stitches with strong jute twine or shall be machine stitched with adequate number of stitches so that grains are secure and extraneous matters will not enter.

All the bags supplied in a consignment should have uniform weight and uniform quality of the contents inside. The net weight per bag shall be **50 Kg**.

The following particulars shall be clearly and legibly printed on each bag for product recall and assurance.

- 1. Name of the supplier with full address**
- 2. Net weight**
- 3. State of Origin**
- 4. Month of packing**
- 5. Best before use date**

The ink used for marking shall not contaminate or deteriorate the quality of produce.

The contents of the packages shall be free from insect infestation, fungus contamination, deleterious substances and undesirable or obnoxious smell.

The stock will be inspected on delivery at the destination by the representatives of the Corporation. Depot manager will be primarily responsible for consignment acceptance with the assistance of JM/AM (QA) and JM(M). If the quality deviates from the quality specification/refraction etc the corporation will reject the stock and seller shall be deemed to have willfully neglected to deliver the goods according to the contract. The load will be accepted in the Depot only if it is accompanied with Original Bill of the supplier and Guarantee in Form - E.

14. PAYMENT

The payment for the goods delivered at depots will be issued to the supplier on submission of bills through RTGS/NEFT to the bank account of the Supplier from the Head Office.

15. DELAY CUT

The supplier shall supply the products as per the Purchase Order within 10 working days/Schedule date shown in Purchase order. The stock may be accepted after effecting delay cut of 2% of the value of goods for a maximum period of 10 working days after the Schedule date.

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16. SHORT SUPPLY/NONSUPPLY

If any short supply is caused, penalty will be imposed for the short supply if it exceeds 10% of the PO, 20% of the value of short supplied quantity will be the penalty. **No payment will be made for excess supply.**

In case of non-supply, the security deposit will be forfeited and the agreement with the party will be cancelled and the party will be blacklisted from further participation in any tender with the corporation for a minimum period of one year.

17. DISPUTE AND JURISDICTION

Courts in Ernakulam within the City of Kochi alone shall have jurisdiction over and in respect of any dispute that may arise out of or in relation to the agreement between the tenderer and the Corporation.

18. SETOFF

Any sum of money due and payable to the supplier (including security deposit refundable to them) under this contract may be appropriated by the Corporation and adjusted against any claim of this Corporation for the payment of any sum or money arising out of or under any other contract made by the supplier with the Corporation. The Corporation shall also recover the amounts if any due to it as per the provision of the Revenue Recovery.

19. WARRANTY

The supplier shall be responsible and be liable for replacement, at his risk and cost, at the option of the Corporation the stock supplied under this contract or any part there of that need replacement due to any defects in the stock supplied is brought to the notice of the supplier at anytime.

20. LIQUIDATED DAMAGE

In case the tenderer fails to fulfill any or all of the terms of the contract the Corporation reserves the right to get the work executed at his risk and cost by any other source. In addition, this shall expose the tenderer to forfeiture of the security deposit without further notice or termination of contract / blacklisted if necessary. The amount of loss or damages incurred in the above manner will be recovered from the value of covers supplied, if any, or if found in excess, the balance will be recovered from the tenderer by exercising the provisions contained in the Kerala

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Revenue Recovery Act 1968 and Indian Revenue Recovery Act 1890.

21.FORCE MAJEURE

Neither party hereto shall be considered in breach or failure to perform or observe any or all of the terms and conditions and stipulations herein contained should it be caused to any extent by war, warlike operations, acts of states, fire, floods, earthquakes, riots and civil commotion.

The party claiming occurrence of any event under force majeure shall give immediate notice to the other in writing. In the event of the existence of any force majeure circumstances, the Corporation reserves the right to cancel the order without imposing penalty or forfeiting security deposit.

During the currency of the contract period, if any orders issued by the local bodies, judiciary and Government, restricting the use of this item, the Managing Director, Kerala State Civil Supplies Corporation reserves the right to cancel the contract immediately and the supplier will not be eligible to get any compensation.

22.GENERAL

Since this purchase is made for the supply of essentials to the people as per the time bound programme of the Government, Corporation reserves the right to award contract to different parties for the same item if the quantity being supplied by the lowest party is not sufficient to meet its timely requirement.

Sd/-

**Published by Manager (Purchase)
THE KERALA STATE CIVIL SUPPLIES CORPORATION LTD**

Signature of the applicant

SCHEDULE –B (Depot wise/Destination wise requirement of Wheat)

Sl.No.	Name and address of the designated Depot of the Corporation.	Destination where the Wheat is to be delivered	Approximate requirement of Wheat in Qtls
1	The Assistant Manager, District Depot, Kerala State Civil Supplies Corporation Limited. Kumpazha Road, Mylapra PO.– 689671. Pathanamthitta Ph.No.0468-2222308.	M/s Sastha Containers & Packaging Pvt.Ltd, PP NO.XVII 573, Mallassery P.O, Poomkavu, Pathanamthitta.	32000

SCHEDULE – C

ADDRESS WITH PHONE NO. OF SUPPLYCO DEPOT OFFICES

DEPOT

1. The Assistant Manager, District Depot, Kerala State Civil Supplies Corporation Limited. Kumpazha Road, Mylapra PO.– 689671. **Pathanamthitta** Ph.No.0468-2222308.

Signature of the applicant