

BP-4/ 18710/21

Re-Tender Notice

Date: 01.10.2021

The Kerala State Civil Supplies Corporation

P.B.No.2030,Maveli Bhavan,Maveli Road,

Gandhi Nagar, Kochi-682020

Phone: 0484-2207937, 9446088875

The Kerala State Civil Supplies Corporation Ltd invites Re-Tender No. BP4/18710/21 for the Manufacturing, Packing and Supply of Sabari Washing Soap 200gm, 400gm &800gm. The last date and time for uploading Re –tender documents is **12/10/21 at 3.00 PM**. Opening date of the technical bid of the tender is **13/10/21 at 4.00 P.M**. For tender documents and other details visit website.

- 1) www.etenders.kerala.gov.in

Digital signature is mandatory for participation.

Sd/-

Manager (BP)

SCHEDULE – 1**KERALA STATE CIVIL SUPPLIES CORPORATION LIMITED
(Maveli Bhavan, Gandhi Nagar, Kochi – 20)**

No. BP4/18710/21

Dated: 01.10.2021

**INVITATION OF RE-TENDER & INSTRUCTIONS TO TENDERERS FOR
MANUFACTURING, PACKING & SUPPLY OF GOOD QUALITY WASHING SOAP
200 GM , 400GM & 800GM UNDER SABARI BRAND**

To

Dear Sirs,

Sub:- KSCSC –Manufacturing, Packing and Supply of Washing Soap **200 gm, 400gm & 800gm** in Sabari brand- **Re- Tender** invited – reg.

The Kerala State Civil Supplies Corporation Ltd., (hereinafter called the Corporation) invites Re-Tenders for all depots (as per Annexures-A) from the firms having 5 years experience in the soap manufacturing and factory located in Kerala which directly own all the required machinery and other infrastructure for the manufacturing, packing and supply of the following items in Sabari Brand as per quality specifications given in Clause - 17 or superior quality. The processing units having an annual turnover of Rs.10 crore or more need only to apply.

Washing soap -200 gm, 400gm, 800gm**TERMS & CONDITIONS**

1. Last date for submission of completed tender document in the Re-tender website is **3.00 pm on 12.10.2021.**
2. The rate quoted will be valid for acceptance for **90 days** from the date of opening the tender.
3. The Kerala State Civil Supplies Corporation reserves the right to accept or reject any or all tenders without assigning any reason.
4. **EARNEST MONEY DEPOSIT**:- Each tender must be accompanied by Earnest Money Deposit of **Rs.50,000/-** (Rupees Fifty Thousand only) paid through e-payment facility provided in the e-procurement system. Payment should be made by online only and the tenderer should make sure that the payment is credited before the closing time of tender.

The Earnest Money Deposit shall be liable to forfeiture if the tenderer after submitting his tender resiles from or modifies his offer and or the terms and conditions thereof in any manner or does not comply with the directions in the acceptance communication. **Tenders submitted without E.M.D. will be rejected and no exemption for submitting EMD will be allowed under any circumstances.** The Earnest Money Deposit will be returned to all unsuccessful tenderers, after decision on tender is taken or 90 days after the tender date whichever is earlier. No interest shall be payable on the amount of earnest money deposit in any case.

5. SECURITY DEPOSIT: In the case of successful tenders, the Earnest Money Deposit will be adjusted towards Security Deposit and in addition to this, the successful tenderer shall furnish within 5 days of communication of acceptance of tender, an additional Security Deposit of **Rs.4,50,000/- (Rupees Four Lakh and Fifty Thousand only)** in the form of RTGS/NEFT to Kerala State Civil Supplies Corporation Ltd .(Account No.10580200017225, Federal Bank, Girinagar Branch, IFSC Code: FDRL0001058) . The total security deposit will be **Rs.5,00,000/-**. In case the successful tenderer fails to abide by any of the conditions stipulated in this tender, the tender awarded to him will be cancelled, the Security Deposit will be forfeited and the contract will be awarded to any other contractors in full or part. The loss sustained to Supplyco in this regard in excess of Security Deposit will be recovered from the contractor by any means including revenue recovery proceedings.

6. INFORMATION ABOUT TENDERERS:

The Tenderers shall furnish full precise and accurate details in respect of information asked for in Schedule-II –Technical Bid attached to this tender and any inaccurate or misleading information given may lead to non-acceptance of tender.

7. SUBMISSION OF TENDER – Through E-Tenders (www.etenders.kerala.gov.in) .

The following documents along with EMD may be submitted **online and hard copies of document should also be submitted before the opening of the tender.**

1. Schedule I and II duly signed.
2. Photocopy of the certificate of registration of GST with GSTIN duly attested by a Gazetted officer.
3. Photo copy of the partnership deed / copy of certificate issued by Chartered Accountant in case of proprietary concern stating turn over of previous six months and the capital invested in the business/ Certificate of Registration, Bye-law&, Resolution of society in case of society / Memorandum and Articles of Association of the Company and Board Resolution in case of company, all attested by a

Gazetted Officer.

4. Original of Power of Attorney authorising 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, duly notarised by a notary public with the agents identity and address proof.
5. Photocopy of address proof and identity proof of the tenderer.
6. Certificate from Bank regarding the Account details.
7. Annual financial statement for the last one Financial year, GST and Income tax return filed.

8. FURNISHING OF SAMPLE ALONG WITH TENDER:

The tenderer should furnish samples of Washing soap 200 gm, 400gm & 800gm as per specification in the tender processed in the own facility along with above mentioned documents and test certificate from a NABL accredited laboratory before financial bid opening or within 10 days of the tender submission date(last date).

9. OPENING OF TENDERS: The Technical Bid of the tender will be opened in the office of The Kerala State Civil Supplies Corporation Ltd., Head Office, Maveli Bhavan, Gandhi Nagar, (Kadavanthara) Kochi – 20 on **13.10.2021** .at **4.00 P.M.** Commercial Bid will be opened after technical evaluation and satisfactory unit inspection report. The contract will be awarded after technical evaluations and getting satisfactory unit inspection report.

10. ACCEPTANCE OF TENDERS:

The Kerala State Civil Supplies Corporation normally will accept the lowest tender provided all technical and administrative conditions are fully satisfied by the Head Office Management Committee. The tenders received from parties/firms black listed by the Corporation will not be considered for acceptance. The Corporation reserves the right to terminate any accepted tender/contract during the currency of the contract, if it is satisfied that any discrepancy has crept in while finalizing the tender, that the work was awarded by mistake, by giving ten days notice in writing to the contractors at their last known place or residence, business and the contractors shall not be entitled to any compensation by reason of such termination. The Corporation will not accept the tender of parties who are convicted by the Court/against whom criminal cases are pending on a complaint or FIR filed by the Corporation . The successful tenderer will be advised of the acceptance of the tender by a E-mail or by a formal acceptance letter and both the tender documents and acceptance together forms the essence of the contract. No separate agreement will be necessary in this regard.

The tenderers shall not make any change in the constitution of the firm/company without prior approval of the Corporation. The tenderer/contractor shall notify about the death/retirement/ resignation of any of the partners/directors immediately on the occurrence of such event.

11. SIGNING OF TENDER

Person or persons signing the tender shall state in what capacity he/they is/are signing the tender, for example, as a proprietor of a firm or as a Secretary/ Managing Director etc. of a limited company.

In the case of partnership firm the person signing the tender should have duly constituted authority to bind all the partners in all matters pertaining to the contract. Documents to this effect along with an attested copy of the partnership deed should be furnished along with the tender.

In the case of a limited company the names of the Directors shall be mentioned and it shall be certified that the person signing the tender is empowered to do so on behalf of the Company. Resolution of the Company to this effect along with a copy of the Memorandum of Association and Articles of Association of the Company shall be attached with the tender.

In the case of Co-operative Society, the names of Directors shall be mentioned and the tender shall be signed by the Secretary. A copy of Resolution to this effect along with a copy of by-law is to be attached along with the tender.

In the case of Hindu undivided family the names of the family members should be disclosed and indicate his status below the signature. The person signing the tender form should or any document forming part of the tender on behalf of another or on behalf of firm should produce a power of attorney duly executed in his favour stating that he has authority to bind such other person or the firm, as the case may be in all matters pertaining to the contract. If the person sign-ing the tender fails to produce the said power of attorney, his tender shall be liable for summary rejection without prejudice to other rights of the Corporation under the law.

Power of attorney should be signed by all the partners in the case of partnership firm, the proprietor in the case of proprietary concern, by the person who by his signature can bind his company in the case of limited concern. In the case of Hindu undivided family the power of attorney should be signed by Kartha who by his signature can bind the firm.

12. Subletting:-

The tenderer/ contractor shall not sublet, transfer or assign the contract or any part thereof to any one else without prior approval of the corporation.

13. PERIOD OF CONTRACT:

The contract will be for a period of **One year** from the date of awarding the contract.

The corporation reserves the right to extend the contract for a further period of one year on mutual consent at the same rate, terms and condition. The Corporation shall have absolute right to terminate the contract at any time during its currency on reasonable and the tenderer is not entitled for any compensation on this ground of such termination. The Kerala State Civil Supplies Corporation cannot guarantee any quantum of work during the currency of the contract.

14. LOCATION OF FACTORY:

The contractor must carry out all the processing and packing from the address mentioned in the **Schedule-II – (Technical Bid)**. Non-conformity to this clause will automatically disqualify the contractor and the Security Deposit will be forfeited.

15. RATES:

The rate quoted for the item should be per piece Sabari Washing soap 200 gm, 400gm & 800gm and should be for the duration of the work contract as mentioned in clause 13 above. The rate quoted for Washing soap shall consist of total cost for manufacturing, packaging, packing materials, transportation and delivery at Corporation Depots, as per list attached in Annexure A, Excluding GST. Unloading charges will be paid by the Corporation.

16. NEGOTIATION:

The Corporation reserves the right to conduct negotiations with the short listed tenderers or all of the tenderers if necessary, immediately after opening the tender on the same day which will be declared while opening the tender or on any other day before finalising the contract. No tenderer shall have the right to insist on negotiation by the corporation or challenge it for resorting to negotiations.

17. QUALITY:

The raw materials for the products shall be of good quality and the Washing soap 200 gm, 400gm & 800gm should maintain homogenous quality.

18. SPECIFICATION:

18.1	Technical specifications	
	Moisture content	25% or less
	Free alkali	0.50% or less
	Alcohol insoluble	12% or less
	TFM	50% and above
	Rosin acids, % by mass of total fatty matter, Max	15
	Unsaponified fatty matter,%by mass max	0.5
	Free caustic alkali, as sodium hydroxide (NaOH),%by mass, Max	0.2
	Chloride(as sodium chloride) %by mass, Max	3.0
	Saponification value	200mg/g and above
	Lauric Acid	20%and above
	Colour	White
	Oil blends	100% of vegetable oil blend
	Coconut oil	Minimum 10% of the oil blend
	Combined alkali	0.2%
	Glycerine	4%
	Fillers	16%
18.2	Ingredients	
	Sodium Laurate	10%
	Aqua	25%

	Fillers	16%
	Stain removing agents	0.1%
	Titanium dioxide	0.5%
	Optical brightener	methyiblue/Ultranianine 0.1%
	Perfume	0.01% (Jasmine/Rose)

18.3 Other Specification

The Washing Soap should be made using vegetable oil/Coconut oil/blend as an ingredient . The packing should contain vegetarian emblem.

The Corporation shall have the right to check/inspect the raw materials, processing stages, end products, unit premises, etc. by its officials or by any approved agencies from time to time.

The supplier shall give a warranty from time to time & shall be liable to comply with the provisions of statutory obligations, regulations & orders issued from time to time. If any violation is detected in any of the stock supplied by the Contractor, the Corporation will have the right to reject the stock or to get the stock replaced if already accepted or to impose penalty even if the stock is already sold out. The Corporation also reserves the right to terminate the contract in case of any violation is detected in the prescribed quality standards. The Corporation shall have the right to check the stock of raw materials, stocks in the processing stages, end products, etc. inspected by its officials or by any reputed NABL quality control laboratories from time to time and discrepancy if any noticed will lead to termination of the contract. The end product will be send for testing through recognized Lab on a random basis by the corporation and the testing charges will be recovered from the contractor. The Corporation reserves the right to reject the stock and the tenderer shall be deemed to have neglected to deliver the products according to the contract if it is not as per the specifications while inspecting the stock on receipt. The batch wise quality test certificate copy from a NABL approved lab also should be produced to the depots along with the stocks and a copy of the same may be forwarded to the Head Office along with claim bill.

19. PACKAGING:

The Washing Soap 200 gm, 400gm & 800gm for delivery at Corporation Depots shall be packed in laminated paper as per the art work and specifications supplied by the Corporation. All the necessary statutory requirements particularly which are enjoined by the standards of

the Legal Metrology Act,2009. The Standards of Weights & Measures (Packaged Commodities) Rules 1977 or any other Govt. Standards & rules in force from time to time. .

The packed soaps should be printed with Batch No., Vegetarian Logo, manufacturing date, expiry date, MRP, Bar coding, and name and complete address including Pin Code & Post office of the manufacturer. Processed & Packed by M/s.------(name of the firm)------(place) e-mail address, Phone number) and Marketed by Kerala State Civil Supplies Corporation Ltd, Gandhi Nagar, Kochi-20.

Packing of soaps will be in cartons consisting of 90 packets (200gm), 30 packets(400gm), 15 packets (800gm). Labels showing the name of item, batch No., Date of packing & expiry date shall be affixed on the Carton. Every carton have affixed to it a label upon which shall be printed declarations and shall comply with the provision under the Legal Metrology Act, 2009 and Standards of Weights & Measures (Packaged Commodities) Rules 1977 or any other statutory modifications there of.

20. Purchase Order/Delivery: Purchase Order will be issued based on indents received from the depots periodically during the Contract period. The actual stocks as per our purchase order or periodic indents should be delivered at our godowns/depots mentioned in Annexure-A within the period mentioned in the Purchase Order/ due date informed seperately (normally within 20 days from the date of issue of purchase order or last working day of the month, which is latter).

20(A) Penalty:- Penalty for short/non-supply and delay in supply

A grace period of one day will be allowed for the delivery of the stock. Penalty will be imposed for the delayed supply as detailed below.

1. Delay upto 10 days after the Purchase Order validity period of 20 days - @ 1% of the cost of the stock delayed.
2. Delay above 10 days will be considered as non-supply.

Short supply up to 10 % of quantity of the purchase order to each depot will be exempted from penalty cut. No payment will be made for excess supply of total quantity ordered. A penalty @ 10% of the value of the stock for short supply/non supply to each depot will be realized from the bill amount. In case of non-supply after 10 days the depot manager concerned can accept the stock if required with the consent of Head Office but a penalty @ 10% of the value of the stock will be realized from the bill amount.

21. INSPECTION:

The Corporation shall have the right to the stock of raw materials, stocks in the processing stages, end products and unit premises inspected by its officials or by any reputed quality control laboratories (NABL) from time to time. The Corporation reserves the right to reject the stock and the tenderer shall be deemed to have neglected to deliver the products according to the contract if it is not as per the specifications specified while inspecting the stock on receipt. In such event the Corporation reserves the right to cancel the contract and forfeit the Security Deposit and to black listed the Tenderer. **The batch wise quality test certificate copy of a NABL quality control lab shall be produced to the depots along with the stock and copy of same may be forwarded to Head Office.**

The broken/damaged packets on delivery or any packets that needs replacement due to manufacturing defects by the supplier along with the subsequent supply to that depot, on request by the depot authorities.

22. PAYMENT:

The supplier will submit the original bills at the rate finalised plus GST applicable to the depot for each lot and the duplicate bills and copy of test certificate to Head Office. Payment will be made from Head Office by way of account payee cheque or DD(DD commission on account of the contractor) or through RTGS normally within three weeks from the receipt of the invoice from the supplier and GRS from the depot towards proof of satisfactory acceptance of the goods in the depots. Income tax / Sales tax if any, applicable will be deducted from the bills of the supplier as per the Act and Rules in force.

23. LIQUIDATED DAMAGE: In case the tenderer fails to fulfill any or all of the terms of the contract or the tenderer fails to supply the total quantity as per the tender conditions/purchase orders the entire Security Deposit furnished by him will be forfeited, besides the work will be executed at the risk and cost of the tenderer, from any other source.

24. DISPUTE AND JURISDICTION:

Courts in Ernakulam within the City of Kochi alone shall have the jurisdiction in respect of the dispute that arise out of or in relation to this contract between the supplier and the Corporation.

25. WARRANTY:

The Supplier shall give a warranty from time to time and shall be liable to comply with the provisions of the statutory obligations, regulations & orders issued by the concerned authorities from time to time.

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 thereof that need replacement due to any defects in the stock supplied even if payment made is brought to the notice of the supplier. However, the Supplier is liable to complete the supply on the scheduled time limit and such failure on his part will attract penalty cut for all quality components, including packing, labeling as decided by the Corporation from time to time.

The decision of the Supplyco on the question of relevancy of any documents, information and terms shall be final and binding on the contractor.

26. SET OFF:- Any sum of money due and payable to the tenderer (including security deposit refundable) 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 this or any other contract made by the tenderer with the Corporation. The Corporation shall also recover the amounts if any due to it as per the provisions of Revenue Recovery Act of Kerala/Indian Revenue Act.

27. FORCE MAJEURE:

Neither party hereto shall be considered on breach of its failure to perform observe any or all of the terms and conditions and stipulations herein contained shall be caused to any extent by war, warlike operations, acts of states, fire, floods, earthquakes, riots, Tsunami and civil commotion. Provided however, that such occurrence or consequences thereof which have not continued beyond a continuous period of 15 days shall not be regard as a state of forcemajeure for the purpose of this clause. The party claiming occurrence of any event under force majeure shall issue immediate notice to the other in writing with full proof of such reasons.

In case the performance is delayed by any reasons including force majeure reasons, acceptance of the belated supply will be only at the discretion of the Supplyco and the price payable shall be the price prevailing during the scheduled time of supply.

Sd/-

MANAGER (BP)

(For Kerala State Civil Supplies Corporation Ltd.)

Annexure- A

The Kerala State Civil Supplies Corporation Ltd.
List of depots for the supply of Washing Soap in Sabari Brand

Sl.No.	Region	Name of Depot
1	Thiruvananthapuram	Trivandrum
2		Nedumangad
3		Neyyattinkara
4		Attingal
5		Kollam
6		Karunagappally
7		Kottarakkara
8		Punalur
9	Kottayam	Kottayam
10		Pala
11		Changanasserry
12		Vaikom
13		Kanjirappally
14		Pathanamthitta
15		Parakkode
16		Ranni
17		Thiruvalla
18		Thodupuzha
19		Munnar
20		Nedumkandom
21	Ernakulam	Ernakulam
22		Kochi
23		Perumbavoor
24		North Paravur
25		Muvattupuzha
26		Alleppey
27		Haripad
28		Mavelikkara
29		Chengannur
30		Cherthala

31	Palakkad	Palakkad
32		Alathur
33		Nilambur
34		Ottappalam
35		Mannarghat
36		Thrissur
37		Wadakkancherry
38		Chavakkad
39		Chalakkudy
40		Manjeri
41		Tirur
42		Ponnani
43		Perinthalmanna
44		Tirurangadi
45		Kozhikkode
46	Koduvally	
47	Koyilandy	
48	Vadakara	
49	Kannur	
50	Thalassery	
51	Taliparambu	
52	Kasargode	
53	Kanhangad	
54	Kalpetta	
55	Sulthan Bathery	
56	Mananthavady	

Sd/-

MANAGER (BP)**(For Kerala State Civil Supplies Corporation Ltd.)**

No.BP4/18710/21

Date: 01.10.2021

**INSTRUCTIONS TO TENDERERS IN RE-TENDERING IN
SUPPLYCO**

1. Aspiring bidders/suppliers who have not obtained the user ID & Password for participating in e tendering in Supplyco, may now obtain by **giving the details in the website <https://etenders.kerala.gov.in>**.
2. Bidders/Suppliers can download the Re-tender form (tender document).
3. Bidders/Suppliers can access Re-tender form from **6.00 P.M on 04.10.2021**.
4. Last date for the submission of completed tender document in the Re-tender web site is **3.00 PM** on **12.10.2021**. All mandatory fields / spaces in the tender document or schedules should be filled up.
5. Bidders/Supplies can access tender documents on the website, fill them and submit the completed tender document into electronic tender box on the website itself. Bidders/suppliers should upload only the downloaded documents, without changing the name of the document. Making any modifications in the downloaded documents, except filling the required details, will lead to disqualify the supplier from the tender. The EMD details shall be submitted by online so as to credit before **3.00 PM** on **12.10.2021**.
6. After loading and submitting the quote sheet, the bidder / supplier should delete the quote sheets from the computer used by them (in case of computers of internet café or if such common shared computers are used) and clear the Recycle bin, to avoid others to see the rates quoted by them.
7. EMD should be submitted by online only.
8. The Technical bid (Schedule II) will be opened on **13.10.2021 at 4.00 P.M** and Commercial bid (**BOQ**) of the E-tender will be opened subsequently.
9. Any document submitted through post / courier / by hand is at the risk of bidders / suppliers (i.e., KSCSC Limited is not responsible for any delay / loss).
10. Corrigendum will be published in the website for all modifications / corrections, if any.
11. If any tenderer wants any clarification, they can contact **Assistant Manager (T&BP) 0484-2207937/ 9446088875** at Head Office of the Corporation. A user's manual can be accessible in the above web site for additional help for participating in the e-tender or contact **0471-2577088 / 0471 2577188 (NIC)**
12. See Schedule I – (for more details).

Sd/-
Manager (BP)

