<u>SUPPLYCO</u>

Kerala State Civil Supplies Corporation Ltd. Maveli Bhavan, Gandhi Nagar, Kochi -682020. Ph:0484-2207767, 9447975204. CIN No.U52209KL1974SGC002615 Website: www.supplycokerala.com

TENDER NOTICE

The Kerala State Civil Supplies Corporation Ltd. invites Tender for the supply of Food grade silver pouches for packing tea through Sealed Tender, which will be accepted up to **5.00 pm** on **14.12.2021 and opened on 15.12.2021 at 2.30 pm**. Tender Forms and Terms & Conditions may be downloaded from website <u>www.supplycokerala.com</u> . For additional details, please contact at the above address. Corrigendum if any, will be published in Supplyco website.

Sd/-Manager (Tea)

<u>THE KERALA STATE CIVIL SUPPLIES CORPORATION LIMITED</u> (Maveli Bhavan, Gandhi Nagar, Kochi – 20). <u>SCHEDULE – I</u>

No.T1. 35959/21

Dated: 09.12.2021

Invitation of Tender and instructions to tenderers for the Supply of food grade silver pouches for packing Tea.

Dear Sir,

Sub:- KSCSC –Supply of food grade silver pouches for packing tea – Tender invited – Reg.

The Kerala State Civil Supplies Corporation Ltd., (hereinafter called Supplyco) invites tender from original Manufactures for the Supply of food grade silver pouches for packing tea as per specification given in the Annexure-A and Annexure-B at the Supplyco's Tea Godown at Chullikal, Kochi and Tea Blending Unit (II), Vaduthala.

SL NO	ITEM	DESCRIPTION
1.	Food Grade Silver Pouches	 Size - 21.5 cm (W) x 31 cm (H) 60 microns Printing <i>SUPPLYCO</i> in small font around the pouch continuously.
2.	Food Grade Silver Pouches	 Size - 21.5 cm (W) x 31 cm (H) 70 microns Printing <i>SUPPLYCO</i> in small font around the pouch continuously.
3.	Food Grade Silver Pouches (200 gm pouch)	 Printed 3 ply inner pouch 12 mic chemical coated pet 12 mic chemical coated met pet 40 mic polyethylene film. Lamination method: Must use solvent free adhesives. Printing <i>SUPPLYCO</i> in small font around the pouch continuously.
4.	Food Grade Silver Pouches (400 gm pouch)	 Printed 3 ply inner pouch 12 mic chemical coated pet 12 mic chemical coated met pet 40 mic polyethylene film. Lamination method: Must use solvent free adhesives. Printing <i>SUPPLYCO</i> in small font around the pouch continuously.

Annexure -A

Purchase order will be issued according to the bidders Minimum Order Quantity

Terms and conditions

- 1. Last date for submission of completed tender document is **5.00 PM on 14.12.2021**
- 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.1,000/- (Rupees One Thousand only).Payment should be made by online only and the tenderer should make sure that the payment is credited before the closing time of tender. Tenders not accompanied by Earnest Money Deposit will summarily be rejected. 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. The Earnest Money Deposit will be returned to all unsuccessful tenderers, after decision on tenders is taken . 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. In addition to the EMD, the successful tenderer should furnish an amount of Rs.4,000 (Rupees Four Thousand only) by way of DD/Bank Guarantee within 5 days of communication of the contract order as additional Security Deposit for the contract. Hence the total Security Deposit for the contract will be Rs.5,000 (Rupees Five Thousand only). The Security Deposit will be refunded/ returned after satisfactory performance of the contract. 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 contractor 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 should furnish full precise and accurate details in respect of

information asked for in Schedule-II (Technical Bid) of this tender and any inaccurate or misleading information given may lead to non-acceptance of tender. The technical bid(Schedule –I and Schedule-II) and the commercial bid(Schedule-III) should be given in separate sealed covers clearly indicating Technical bid and Commercial bid on the cover

7. 1.Schedule I, II and III duly signed.

2. Photocopy of the certificate of registration under GST rules (with GSTIN number) duly attested by a Gazetted officer.

3. Photocopy of address proof and identity proof of the tenderer.

8. FURNISHING OF SAMPLE ALONG WITH TENDER

The tenderer is to enclose samples of material as per specification, manufactured in their own facility along with the tender.

9. OPENING OF TENDERS

The tenders will be opened in the Head office of The Kerala State Civil Supplies Corporation Ltd., Gandhi Nagar, Kochi 20 at **2.30 PM on 15-12-2021**

10. ACCEPTANCE OF TENDER:

Supplyco normally will accept the lowest tender provided all technical and administrative conditions are fully satisfied by the Head Office Management Committee (HOMC). Supplyco reserves the right to terminate any accepted tender/contract during the currency of the contract, if it is found 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 informed of the acceptance of his tender by a tele fax or by a formal acceptance letter (Contract Order) and both the tender documents and acceptance together forms the essence of the contract. No separate agreement will be necessary in this regard.

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 and Articles of Association of the Company shall be attached with the tender.

In the case of Hindu undivided family the names of the family members should be disclosed and the Kartha who can bind the firm should sign the form and indicate his status below the signature. The person signing the tender form should or any documents forming part of the tender on behalf of another or on behalf of a 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 signing 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 Supplyco 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. PERIOD OF CONTRACT:

The contract will be for a period of 3 months from the date of awarding the contract. Supplyco reserves the right to extend the period of contract at the existing rate, terms and conditions for a further period of three months on mutual consent. The Corporation shall have absolute right to terminate the contract at any time during

its currency on reasonable grounds and the tenderer is not entitled for any compensation on this ground of such termination. The Kerala State Civil Supplies Corporation does not guarantee any quantum of work during the currency of the contract.

13. RATES:

The rate quoted shall be per pouch in respect of pouches specified type and shall consist of rate for processing printing including cylinder charges transportation and delivery at kallugodown, Kochi and Tea blending Unit (II), Vaduthala inclusive of all duties /taxes payable. The contract for all the items is preferred to be given to one party only and the lowest quoted party for the approximate total quantity will be considered as lowest one (L1).

14. **NEGOTIATION:**

Supplyco reserves the right to conduct negotiations with the short listed tenderers, or all of the tenders 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 finalizing the contract. No Tenderer shall have the right to insist on negotiation by Supplyco or challenge it for resorting to negotiations.

15. QUALITY:

The Pouches supplied should be as per the Supplyco's specifications (as in Annexure–A and Annexure–B). In case of supply of damaged or inferior quality stock supplied, Supplyco reserves the right to reject the stock. 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 case of damaged or inferior quality stock received in a consignment of which payments have already made, the contractor shall be liable to replace the same at his own risk and cost. Otherwise the cost of the damaged item will be deducted from the next payment. Penalty cut for the supply of inferior quality materials will be effected as decided by Supplyco. The Corporation reserves the right to modify the specifications to suit the market trend from time to time.

16. **DELIVERY:**

The delivery of the stock ordered should be completed within the stipulated time at our Godowns at Kochi and Vaduthala. Penalty will be imposed for non-supply/delayed supply as follows.

(a) Delay cut

For delay up to 10 days from the due date - 1% of the cost of the stock delayed.

Delay above 10 days up to 15 days - 2 % of the cost of the stock delayed.

Delay above 15 days up to 20 days -3% of the cost of the stock delayed.

Delay above 20 days – it will be considered as non supply.

However a grace period of one day will be considered from the due date for imposing penalty cut.

(b) Non Supply/Short supply cut

Short supply up to 10% of the quantity of Purchase Order will be exempted from penalty cut (Limited to 90% of the ordered quantity).

A penalty @ 10% of the value of the non supplied/short supplied quantity will be realized from bill amount. Stock supplied after 20 days can be accepted if required but 10% of the value of stock will be deducted from the bill amount.

17. **PAYMENT:**

Payment will be made by Electronic Clearing System from the Head Office, Kochi on receipt of the invoice and statement in duplicate and original GRS (Goods Received Sheet) from tea godowns, after completing the supply order and after satisfactory acceptance of the stock. Income tax / Sales tax if any, applicable will be deducted from the bills of the supplier as per the Govt. Act & Rules in force.

18. DISPUTE AND JURISDICTION:

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

19. **SET OFF:**

Any sum of money due and payable to the tenderer (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 tenderer with the Corporation. The Corporation shall also recover the amounts if any due to it as per the provision of the Revenue Recovery Act of Kerala/Indian Revenue Recovery Act.

20. WARRANTY:

The Supplier shall be responsible and be liable for replacement, at his risk and cost, at the option of the Supplyco the stock supplied under this order or any part thereof that need replacement due to any defects in the stock supplied even if GRS(Goods Received Sheet) is issued, if brought to the notice of the supplier. However, the Supplier is liable to complete the supply in good quality on or before the time limit in the Purchase Order and such failure on his part will attract the penalty cut for the quality of the product during the currency of contract.

21. LIQUIDATED DAMAGE:

In the 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 tender to forfeiture of the Security Deposit without further notice. The amount of loss or damages incurred in the above manner will be recovered from the value of materials supplied, if any, or if found in excess, the balance will be recovered from the tenderer by exercising the provisions contained in the Revenue Recovery Act of Kerala/Indian Revenue Recovery Act.

22. FORCEMAJEURE:

Neither party here to shall be considered in 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 force majeure for the purpose of this clause.

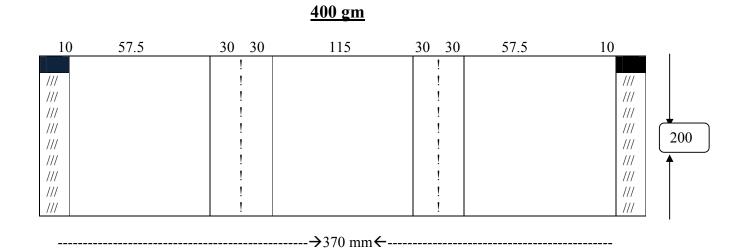
The party claiming occurrence of any event under force majeure shall due immediate notice to the other in writing with full proof of such reasons.

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 or any subsequent lower price accepted by the Supplyco with the same supplier at the actual time of supply, whichever is lower.

23. **GENERAL:**

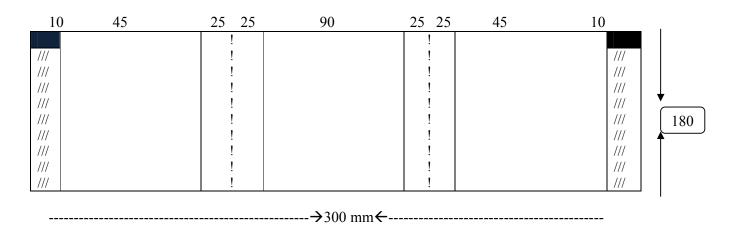
The contractor shall not sub let or transfer the whole or part of work under this contract to any other person/ firm/ company without previous approval of the Corporation.

> Sd/-Manager(Tea)



Annexure - B

<u>200 gm</u>



KERALA STATE CIVIL SUPPLIES CORPORATION LTD.



Schedule II - Declaration (Technical Bid)

_____(~~ ~ ~ ,

Tender No.:T1-35959/21/20. Dated: 09-12-2021 SUPPLY OF FOOD GRADE SILVER POUCHES FOR PACKING TEA

T1-35959/21

Schedule II - Declaration

То

The Manager (Tea) Kerala State Civil Supplies Corporation Limited. H.O, Gandhi Nagar, Kochi – 20

Sir,

I/we hereby offer to supply the food grade silver pouches for packing tea as per the specification in schedule I to the Kerala State Civil Supplies Corporation the commodities for which EMD for $\overline{\mathbf{x}}1,000$, is furnished as mentioned in schedule I(Tender Form) and at the price as indicated in the Schedule No. III and agree to hold this offer open for acceptance by you upto the date shown in the tender condition. I/We will be bound by the communication of the acceptance within the prescribed time.

I/we understood the instructions to the tenderers. I/ We also understood the terms and conditions of the contract and shall be bound thereby. I/We have also thoroughly examined the specifications, as given in the terms and conditions to tender and am / are fully aware of the nature /quality of the commodity required and the manner in which the price thereupon would be calculated. My / Our offer is to supply the stocks strictly in accordance with the requirement and quality as specified in Schedule I of the Tender.

I/We submit herewith the bank draft drawn in favour of the Kerala State Civil Supplies Corporation Limited, Kochi-20 as Earnest Money Deposit for this tender.

My/Our particulars are as follows: A. I. In the case of proprietary concern;

А. І. П		the of the Proprietor (with name of the father in case of an individ	lual) and business Name.			
	<i>,</i>		,			
A. 2. If	f registe	red under Indian Partnership Act:				
	(a).Name under which it is registered.					
	(b). Name & Address of all partners and extent of their share. (Attach separate sheet if necessary)					
	1					
	2					
	3					
	4					
	5					

(c). Copy of the partnership deed duly attested will be produced/sent before the closing of Tender.

A. 3. In case of Co-operative Society/ Societies or SHGS registered under societies Registration Act.

a). Copy of Registration certificates duly attested by a Gazatted Officer having jurisdiction in the Department of Registrar of Co-operative Societies or Registrar of Societies or Principal Agricultural Officer of the District will be produced /sent before the closing of Tender.

b). A copy of resolution of society authorising transaction will be produced / sent before the closing of Tender.

A. 4. In the case of a limited company

a) Name of the company:		
b) Name of Managing Director/Chie	f Executive	
A.5. Address: 1 Postal address with PIN:		
2 Telegraphic, if any		
3 Telephone Number with STD	o code;	
Office : (Office and residence, specify	Res:	
4 Fax No. with STD Code:		
5 E-mail, if any:		
A.6.Our Bankers are: Name of Bank:		

Bank Account No:	
Branch Address.	

B. We undertake to produce or send the following documents before the closing of Tender.

Photocopy of address proof and identity proof of the tenderer.

C I/We an/are prepared to give Security Deposit as desired by the Kerala State Civil Supplies Corporation within five days from the date of acceptance communication

D. I/We am/are engaged in the above business and hold valid licence for the same.

E. I/We aware of the fact that, non submission of the Tender documents and EMD on or before the due date and time will lead to disqualification.

E.1. I/We aware of the fact that the Tender submitted by us is a valid offer. Any variation committed/observed compared to original documents submitted subsequently will lead to disqualification of our offer .

E.2., I/We agree to abide by all the terms and conditions of the tender and my/our submission of the tender proves and binds us to this agreement.

E.3.. On receipt of the Contract order, if selected, I/We agree to execute an Agreement on or before the date of remitting the security deposit.

E.4. I/We have not altered/deleted.or changed any letter/word or part of the Tender Form, Schedules and this declaration given in the web site. I/We have filled only the requested spaces.

Name of tenderer or authorized representative:

Date of Declaration : Place :

KERALA STATE CIVIL SUPPLIES CORPORATION LTD.

Schedule - III

FORM FOR QUOTING RATES FOR THE SUPPLY OF SILVER POUCHES FOR PACKING TEA

Tender No.:T1-35959/21 Dated: 09-12-2021

NAME OF THE FIRM / SUPPLIER:

SI No.		ITEM	RATE QUOTED PER KILOGRAM
1	Food Grade Silver Pouches	Size - 21.5 cm (W) x 31cm (H)	
		60 microns	
		Printing SUPPLYCO in small font	
		around the pouch continuously	
		Size - 21.5 cm (W) x 31cm (H)	
2	Food Grade Silver Pouches	70 microns	
2	Food Grade Silver Pouches	Printing SUPPLYCO in small font	
		around the pouch continuously	
		Printed 3 ply inner pouch 12 mic	
		chemical coated pet 12 mic	
		chemical coated met pet 40 mic	
•	Food Grade Silver Pouches	polyethylene film.	
3	(200 gm pouch)	Lamination method: Must use	
		solvent free adhesives.	
		Printing SUPPLYCO in small font	
		around the pouch continuously.	
		Printed 3 ply inner pouch 12 mic	
	Food Grade Silver Pouches (400 gm pouch)	chemical coated pet 12 mic	
4		chemical coated met pet 40 mic	
		polyethylene film.	
		Lamination method: Must use	
		solvent free adhesives.	
		Printing SUPPLYCO in small font	
		around the pouch continuously.	

The rate quoted shall be per Kg of the specified type and shall consist of rate for processing, printing, transportation and delivery at Kallugodown, Kochi and Tea Blending Unit (II) at Vaduthala, Ernakulam inclusive of all duties/taxes payable.