

KERALA SIDCO LIMITED  
(A Government of Kerala Undertaking)  
Housing Board Buildings, Santhinagar, Thiruvananthapuram-1

GLOBAL TENDER NOTICE

Tender No. RMD/ (10)/IMP/TENDER/09/08

Dt:09.09.2008

Kerala SIDCO invites sealed and competitive tenders for import of Cement. The last date for receipt of tender is 11 AM on .14-10-2008. For further details visit our website [www.keralasidco.com](http://www.keralasidco.com) or contact Export &Import Division, Kadavanthra, Gandhinagar, Kochi-20.Ph.No.0484-2205651/2204297 and 0495-2380902. Email: [sidcogm@gmail.com](mailto:sidcogm@gmail.com), [sidcormd@eth.net](mailto:sidcormd@eth.net)

Sd/-  
Managing Director

TIN 32070406904  
CST NO. 0704C000690

TELEPHONE NOS.2205651 & 2204297  
TELEGRAM "SMALINCORP"  
FAX 0484—2205077  
E-mail [sidcormd@sancharnet.in](mailto:sidcormd@sancharnet.in)



**KERALA SMALL INDUSTRIES DEVELOPMENT  
CORPORATION LIMITED**  
(An Undertaking of Government of Kerala )  
EXPORT AND IMPORT DIVISION  
P.B.No.16, GANDHI NAGAR, KOCHI 20.

Ref.No. RMD (10)/ IMP/ TENDER/ 09/ 08

Date: 09.09.2008

**TENDER NOTICE**

Sealed competitive tenders are invited from experienced suppliers for import and supply of the following items.

<u>Item</u>	<u>Quantity</u>
Cement- OPC	30,000 MT

The material should be in ISI Grade- BIS Standard. Detailed specification is attached separately.

Tender form can be downloaded from our website [www.keralasidco.com](http://www.keralasidco.com) and the cost of tender forms should be attached by Demand Draft for Rs.2000/- (including Tax) drawn in favour of Kerala SIDCO Ltd, payable at Ernakulam, along with the Tender form.

LAST DATE AND TIME FOR RECEIPT: 14-10- 2008 AT 11 AM (IST)  
OF THE TENDER

DATE AND TIME OF OPENING : 14-10-2008 AT 11.30 AM (IST)  
THE TENDER

PLACE OF RECEIPT AND : KERALA SIDCO LIMITED  
OPENING OF TENDER EXPORT AND IMPORT DIVISION  
GANDHINAGAR, KADAVANTHRA  
COCHIN - 682 020.

GENERAL MANAGER (E&I)

TENDER FORM

From

To

The General Manager (E&I)  
Kerala Small Industries Development Corporation Limited,  
Export and Import Division, Kadavanthra, Gandhi Nagar,  
**Cochin 682020, KERALA STATE, INDIA.**

Sir,

Sub: Tender for Supply of ..... to Kerala SIDCO LTD  
Ref: Tender No. ....Dated .....

In response to your Tender Notice No. RMD/.....Dated ..... for supply of ....., we a Company/a Partnership Firm/an Association/ Sole Proprietor (in case of a firm, an association or a syndicate, please set out here full names of all partners or members)

.....  
.....  
.....  
.....

Carrying on our business at .....  
.....do here by offer to carry out the Supply of....., at the firm rates quoted in the schedule of rates attached herewith.

- 2) I/we agree that this offer shall be valid for a period of **15 days** from the date of opening of the tender and that if the offer is with-drawn before the expiry of the said period of validity the Earnest Money Deposit furnished by me/us shall be forfeited.
- 3) I/we hereby agree to abide by and fulfill all your terms and conditions of the contract attached herewith for supply of Cement, **which shall be deemed to form an integral part of this offer and I/we return herewith the same duly signed on each page in token of my/our acceptance there of.**
- 4) I/We hereby further agree to notify you at any time whether before or after acceptance of my/our tender, any change in the constitution of my/our firm/association/syndicate either by the death or by retirement of any partner or member or by the admission of a new partner or member. (This clause shall apply where the tenderer is a firm, an association or a syndicate).

.....2)

5) I/We enclose herewith a Demand Draft No. .... Dated.....  
Drawn on (Name of Bank) ..... for Rs.....  
(Rupees. .... only) in favour of  
M/s. Kerala Small Industries Development Corporation Limited, payable at Ernakulam,  
being the Earnest Money Deposit.

6) I/We enclose herewith a Demand Draft No. .... Dated.....  
Drawn on (Name of Bank) ..... for Rs.....  
(Rupees . .... only) in  
favour of M/s. Kerala Small Industries Development Corporation Limited, being the  
Cost of Tender form (inclusive of VAT) payable at Ernakulam.

7) I/We hereby declare that this tender and your acceptance to be communicated by  
you to me/us shall constitute a valid and binding contract between us.

Yours faithfully

Encl:

- 1) Tender conditions
- 2) Schedule of Rates .
- 3) Deviation List
- 4) Indemnity Bond
- 5) Agreement

(Signature of the Tenderer)

(Seal of the Tenderer)

Witness: (Signature)

Date:

Full Name:

Address:

## TENDER CONDITIONS

GENERAL TERMS AND CONDITIONS OF THE TENDER FOR SUPPLY OF MATERIALS AS PER TENDER NOTICE NO. RMD (10)/ IMP/TENDER/09/08  
Date: 09.09. 2008 TO THE KERALA SMALL INDUSTRIES DEVELOPMENT CORPORATION LIMITED.

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### PREAMBLE

The following expressions wherever appearing here in after shall have the meaning as defined below unless something in the subject or context is in consistent with or repugnant there to.

- a) "CORPORATION" shall mean THE KERALA SMALL INDUSTRIES DEVELOPMENT CORPORATION LIMITED having its registered office at Housing Board Buildings, Santhinagar, Trivandrum-695 001.
- b) The expression "Managing Director" shall mean the Managing Director of the Kerala Small Industries Development Corporation Limited, or any other Officer of the Corporation, holding charges of the post of Managing Director of the Corporation.
- c) The word 'CONTRACTOR' shall mean the persons or Firm, charged with the responsibility FOR SUPPLY OF GOODS and OR SERVICES to the Corporation, through this Tender.

### General Conditions

1) **All tenders** should be addressed to the General Manager (E&I), Export and Import Division, Kerala Small Industries Development Corporation Ltd., Gandhi Nagar, Kochi-682 020 and submitted in sealed cover with the tender number, date and name, duly superscribed on the envelope

2) **Intending tenderer** should submit their Tender in time as stipulated. Tenders received after the specified date and time are liable to be rejected. The rates will be considered firm for acceptance till the date mentioned herein. **Tenders with price variation clause and subject to other conditions are liable to be rejected.**

### 3) TENDER DOCUMENTS

A.

The Tender documents can be down loaded from the web site of the company [www.keralasidco.com](http://www.keralasidco.com) from . . . . . **2008 to . . . . . 2008**. The tenderer should remit an amount of Rs.2000/- (INR) (or in US Dollars), inclusive of VAT, towards the cost of the Tender form along with their Tender, by Demand Draft in favour of KERALA SIDCO LIMITED, payable at Ernakulam (Kerala, India) on any scheduled Commercial bank. No other mode of payments will be accepted. Cost of tender forms once paid will not be refunded.

**B. Tenders submitted in the prescribed tender form** of the Corporation, downloaded from our website, only will be accepted. No modification of the Tender format will be accepted and tender will be treated as quoted as per the tender form published in our website.

C. The tenderer should submit the tender duly signed and sealed in all the pages of the tender documents, deviation list and in the schedule of rates.

#### 4) **Earnest Money Deposit**

The tender should be accompanied by an Earnest Money Deposit of Rs: 15 Lakhs, furnished by **Demand Draft drawn in favour of KERALA SIDCO Limited**, payable at ERNAKULAM on any Scheduled/Commercial Bank. The tender without EMD will not be considered. No interest is payable for the EMD deposited.

#### 5) **Technical & Commercial Bid**

Technical & Commercial bid should be submitted separately, superscribing Technical Bid/Commercial Bid and put in another sealed envelop and superscribed Tender **for supply of ....., due on.....**

A. Technical Bid should contain –

- |   |                        |
|---|------------------------|
| 1) Specification Report                                       | 2) Back Up certificate |
| 3) Bankers Certificate  | 4) Proof of Experience |
| 5) Rate of dispatch/demurrage                                 | 6) Manufacturer/trader |
| 7) Origin of goods  | 8) Load Port           |
| 9) Shipping Terms   |                        |
| 10) Copy of certificate of BIS APPROVAL in the case of cement |                        |

**B.** Commercial Bid should contain:

- 1) Price per MT in USD on CIF Cochin basis/ FOB basis/ Delivery at the Goods Sheds of SIDCO
- 2) Payment terms
- 3) Validity of offer (Minimum **15 days from the date of opening of tender**).

Only one tender shall be submitted by a tenderer and alternative tender submitted will not be considered.

The price should be written both in figures and words.

Rate quoted in the tender will be treated as per the conditions of the tender notice and if there is any deviation from the tender conditions, it should be submitted separately.

**If credit facility is offered the details should be provided along with the offer and there will be preference to those contractors.**

## **6) Tender Opening**

Tenders will be opened on the notified date and time in the office of the General Manager (E&I), Export and Import Division, Gandhinagar, Kochi-682 020, unless otherwise notified, in the presence of those tenderers or their authorized nominees who may be present, if any, at the prescribed time.

## **7) Acceptance of Tender**

- a) The final acceptance of the tenders rest entirely with the Corporation who do not bind themselves to accept the lowest or any tender or to furnish any reason thereof.
- b) The tenderer should be prepared to carry out portion of the work as may be allotted to him at the rate quoted by him if it is accepted and if the Corporation desires so.
- c) The corporation reserves the right to accept or reject any or all tenders or amend or relax any conditions of the tender or apportion the work among the different tenderer in any manner as it may choose without assigning any reason thereof.
- d) Special conditions, if any, attached with the tender, will not be applicable to the contract, unless they are expressly accepted in writing by the Corporation.
- e) Representation for enhancement of rates once accepted will not be considered for any reason whatsoever.
- f) Tenders with partially filled or incomplete or with corrections without authentication will not be considered.
- g) The tenderer should have at least three years experience in the field of Import/Export business, proof of which will be produced along with the tender.

## **8) Refund of EMD**

- a) In the case of unsuccessful tenders the EMD will be refunded immediately after finalization of the bids without interest.
- b) If any tenderer withdraws from his tender before the expiry of the period fixed for keeping the rates firm for acceptance, suitable action will be taken against him, as the Corporation thinks fit and the E.M.D. deposited by him will be forfeited to the Corporation and no communication in this regard will be entertained whatsoever it may be.

9) In case the contractor becomes insolvent or goes in to liquidation, or in case the contractor commits any act of insolvency or in case in which under any clauses of this contract, the contractor shall have rendered himself liable to damages amounting to the whole of his security deposit, the contractor shall there up on after notice given by the Corporation to the Contractor, be determined and the Corporation may complete the contract in such time and manner and by such persons as the Corporation shall think fit. But such determination of the contract shall be without any prejudice to any right or remedy of the corporation against the contractor or his sureties, in respect of any breach of contract there of committed by the Contractor. All expenses and damages caused to the Corporation by any breach of contract by the Contractor shall be paid by the contractor to the Corporation, and may be recovered from him and from assets under the provisions of the law in force.

#### 9) **Validity of Offer**

- a) The rate quoted should be valid for **15 days** from the date of opening of the tender.
- b) The rate quoted should be firm till the fulfillment of the contract and not subject to variation on any account.

#### 10) **Quantity**

The quantity may vary. If the quantity is increased or decreased the tenderer is liable to supply that quantity of material at the same rate as per the schedule. Supply requirement will be on staggered basis.

#### 10) **Purchase Order**

On acceptances of the tender by the Corporation, a Purchase order will be issued to the successful tenderer and they will return the duplicate copy of the Purchase Order duly signed, in token of acceptance of the Tender conditions. **Within 10 days on receipt of** the Purchase Order the tenderer should deposit a Security deposit /Bank Guarantee of, as shown below, and execute an agreement for the completion of the Sales Contract. No interest will be paid for the Security deposit. The contractor shall have to bear all the expenses in connection with the execution of the Agreement. If the tenderer fails to do so the EMD is liable to be forfeited and the tenderer will be debarred. The work will be awarded to the next highest bidder/re tender at the cost of the tenderer.

#### 11) **Security Deposit**

a) On receipt of the Purchase Order the Contractor should remit a Security Deposit/ Performance Guarantee of Rs: . . . . . /- ,(will be intimated later). The Amount of EMD remitted by them will be adjusted against the Security Deposit.

- b) The Security Deposit/ Performance Bank Guarantee will be forfeited if the tenderer fail to execute the contract in full/part execution of the contract / delayed supply, poor quality etc.

## **12) Refund of Security Deposit**

- a) Security Deposit will be refunded only after all the terms of the contract has been fulfilled to the satisfaction of the Corporation.
- b) Any sum of money due and payable to the contractor (including security deposit refundable to him) under this contract may be appropriated by the Corporation to set off against any claim of the Corporation for payment of the sum of money arising out of this or under any other contract made by the contractor with the Corporation.

## **13) Canvassing**

Any attempt on the part of the tenderer or their agents to influence the officers of the Corporation in their favour by personal canvassing with the officers concerned will lead to the disqualification of the tenderer.

## **14) Change of Terms of Contract**

- a) The existing Standard and generally approved rules and regulations of import and supply will be applicable. The tenderer is liable to furnish the reports and document accordingly.
- b) All modifications leading to the changes to the terms of the contract with respect to the technical or commercial aspects including terms of delivery shall be considered valid only when accepted in writing by the corporation by issuing amendments to the contract.

## **15) Force Majeure**

Neither of the party here shall be held responsible for any delay or failure to perform any or all of the obligations imposed upon such party caused by force majeure.

Notification of circumstances of force majeure shall be given by fax addressed to the other party within five days from the occurrence which shall be confirmed by a letter along with certificate from the relevant Chamber of Commerce confirming the existence of the circumstances of the force majeure. Only the following shall be considered as force majeure - acts of God, war, revolution, fire, floods, epidemic, quarantine, restriction, freight embargoes etc and other acts of the State.

## **16) Documents**

The following non negotiable documents shall be forwarded to the buyer direct, in connection with the supply of material, within 24 hours of shipment.

- a. Bill of Lading
- b. Commercial Invoice.
- c. Packing list
- d. Certificate of origin
- e. Memo (Shipping Advice) with freight paid Certificate

- f. Certificate of Insurance duly endorsed to the Corporation.
  - g. Certificate showing the quality, quantity and the name of manufacturer from the Independent International Surveyor, SGS/LLOYDS
- OR
- Certificate showing the BIS approval/ equivalent quality certification from the BIS approved ISO Company.
- h. Certificate from the Manufacturing Company certifying that the Cement is BIS approved as per the order No..... dated.....

*Within 24 hours after shipment the seller should inform the buyer the particulars of shipment, vessels name, port of shipment, B/L No. and date, No. of packages, gross and net weight, Insurance particulars etc.*

#### **17) Address for Communication**

Every notice hereby required or authorized to be given may be either given to the contractor personally or left at his residence or last known place of business or may be handed over to his agent personally or may be addressed to the contractor by post at his usual or last known place of business and if so addressed and posted shall be deemed to have been served on the contractor on the date on which in the ordinary course of post a letter so addressed and posted would reach his place of abode or business.

#### **18) Disputes**

In case any dispute arises in connection with this contract, all matters of dispute will be decided by the court of law in India and under the jurisdiction of the courts in Ernakulam Dist only. The Corporation has the sole discretion for deciding the method for redressing the grievance either through the court of law or by arbitration. In case of arbitration the language will be English and the Law will be Indian Law and the arbitrator will be decided by the Corporation at their sole discretion.

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**INDEMNITY BOND**

(In Kerala Stamp paper worth Rs. 100/-)

To

M/s. KERALA SMALL INDUSTRIES DEVELOPMENT CORPORATION LIMITED,  
EXPORT AND IMPORT DIVISION,  
KADAVANTHRA, GANDHINAGAR,  
KOCHI – 682 020, KERALA,INDIA.

WHEREAS M/S .....(CALLED THE SUPPLIER) HAS UNDERTAKEN THE CONTRACT FOR THE SUPPLY AND DELIVERY OF..... IN PERSUANCE OF YOUR PURCHASE ORDER. NO.....DATED ..... “HEREINAFTER CALLED THE CONTRACT”.

AND WEREAS IT HAS BEEN STIPULATED BY YOU IN THE PURCHASE ORDER/CONTRACT THAT THE SUPPLIER SHALL FURNISH YOU WITH AN INDEMNITY BOND AS GUARANTEE FOR THE SUM SPECIFIED i.e. RS..... THEREIN AS SECURITY FOR THE QUALITY AND QUANTITY AND TIMELY SUPPLY COMPLIANCE OF THE SUPPLIER'S PERFORMANCE OBLIGATION IN ACCORDANCE WITH THE CONTRACT.

AND WHEREAS M/S....., the Supplier do hereby agree to give you an indemnity bond on our behalf as an assurance of execution of the contract.

THEREFORE WE HEREBY AFFIRM THAT AS BIDDER, WE GUARANTEE AND WILL BE RESPONSIBLE TO YOU, UP TO A TOTAL VALUE OF RS..... (RUPEES ..... APPROXIMATELY).

AND M/S .....UNDERTAKES TO PAY YOU, UP ON YOUR FIRST WRITTEN DEMAND, DECLAIRING THE BIDDER/SUPPLIER TO BE IN DEFAULT UNDER THE CONTRACT, AND WITHOUT ANY WISPER CAVIL OR DEMUR ANY SUM OR SUMS SPECIFIED BY YOU WITHIN THE LIMIT OF RS. ....(RUPEES .....ONLY)

AS AFORESAID WITHOUT ANY FURHER PROOF TO SHOW THE GROUNDS OR REASONS FOR YOUR DEMAND OR THE SUMS SPECIFIED THEREIN. THIS GUARANTEE IS VALID TILL THE CONTRACT IS EXECUTED IN ALL RESPECTS.

AND WE M/S .....ARE LIABLE AND UNDERTAKE TO COMPENSATE THE LOSSES IF ANY SUSTAINED BY THE BUYER IN RESPECT OF THE IMPORT OF .....AS PER THE PURCHASE ORDER NO. ...DATED .....

DATE:

NAME OF THE FIRM.

BY (Title)

ADDRESS OF BIDDER.

NAME OF THE PARTNER WITH  
RESIDENTAIL ADDRESS WHO IS  
AUTHORISED TO SIGN THE BOND

(Office Seal)

SCHEDULE OF RATES

Sl. No.	Description of goods	Quantity	Unit	Rate US \$ Rs.	Total	Remarks
1	2	3	4	5	6	7

Signature of the Tenderer  
Name :  
Address :  
  
(Office Seal)

DEVIATION LIST

Tender No. Date

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Sl. No.	Section No.	Title	Page No.	Deviation
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Name & Signature of the Tenderer  
and address  
  
(Office Seal)

AGREEMENT

(In Kerala Stamp paper worth Rs. 100/-)

This agreement executed on this the ..... day of ..... Two Thousand and Eight between the Kerala Small Industries Development Corporation Ltd. (here in after referred to as the Corporation) on the one part and..... (H.E. name and address of the tenderer) (Hereinafter referred to as the "Bounden") of the other part.

WHEREAS in response to the Tender No.....dated..... the bounden has submitted to the Corporation a tender for the ..... specified there in, subject to the terms and conditions contained in the said tender:

Now these presents witness and it is hereby mutually agreed as follows:

- 1) In the case the tender submitted by the bounden is accepted by the Corporation and the contract for supply of ..... is awarded to the bounden, the bounden shall within 10 days of acceptance of this tender execute an agreement with the Corporation incorporating all the terms and conditions under which the Corporation accepts his tender.
2) In case the bounden fails to execute the agreement as aforesaid, incorporating the terms and conditions governing the contract, the Corporation shall have power and authority to recover from the bounden any loss or damage caused to the Corporation by such breach as may be determined by the Corporation. The amount may be recovered from the bounden and his properties movable and immovable in the manner hereinafter contained.
3) All sums found due to the Corporation under or by virtue of this agreement shall be recoverable from the bounden and his properties movable and immovable under the provision of the Revenue Recovery Act for the time being in force as though such sums are arrears of land revenue and in such other manner as the Corporation may deem fit.

In witness where of Shri. ....(H.E. name and designation) for and on behalf of the Corporation and ..... the bounden have hereunto set their hands the day and year shown against their respective signatures.

Signed by Shri. .... (date) .....

In the presence of witness.

- 1. ....
2. ....

Signed by..... (date) .....

In the presence of witnesses.

- 1. ....
2. ....

SPECIFICATION OF MATERIAL

I. CEMENT-

43 Grade Ordinary Portland Cement  
IS 8112

Packing

Cement should be packed as per BIS approved packing in Paper/jute/ HDPE bags of 50 Kg. weight (net) , containing ISI marking, BIS number, Grade, Brand and manufacturing date and Company name. ( as per Commodities Act for import)

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