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**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/ 06/ 08

Date: 25.06.2008

TENDER NOTICE

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

<u>Sl. No.</u>	<u>Item</u>	<u>Quantity</u>
1.	Cement- OPC 43 grade	30,000 MT(approx)
2.	Polythene Granules of different grades(ISI Grade/ BIS Std)	100 MT (approx)
3.	Paraffin Wax Type II 58-60 grade	500 MT (approx)

All these items should be in ISI Grade- BIS Standard or its equivalent AST M. Detailed specifications are attached separately.

Tender form can be downloaded from our website 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.

SEPERATE TENDERS ARE TO BE SUBMITTED FOR EACH ITEM

LAST DATE AND TIME FOR RECEIPT: 30.07.2008 AT 11 AM (IST)

OF THE TENDER :

DATE AND TIME OF OPENING : 30.07.2008 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 682 020, KERALA STATE, INDIA.

Sir,

Sub: Tender for Import and Supply ofto Kerala SIDCO LTD

Ref: Tender No . RMD (10)/ IMP/ TENDER/ 06/ 08 Date: 25.06.2008.

In response to your Tender Notice read above, 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 hereby offer to carry out the import and 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 /polythene granules/paraffin

wax, 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).
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 (KERALA SIDCO 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 (KERALA SIDCO 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

(Signature of the Tenderer)

3) Deviation List

4) Indemnity Bond

5) Agreement

(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/ 06/ 08
Date: 25.06.2008 TO THE KERALA SMALL INDUSTRIES DEVELOPMENT CORPORATION LIMITED.

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 (KERALA SIDCO 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.

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) The Tender documents can be down loaded from the web site of the company, [www:keralasidco.com](http://www.keralasidco.com) from **28.06.2008 to 29.07.008**. 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.

4) **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.

5) **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.**

6) The tender should be accompanied by an Earnest Money Deposit as follows:

<u>Item</u>	<u>EMD Amount(Rs)</u>
1) Cement	12.00 Lakh
2) Polythene Granules	1.00 Lakh
3) Paraffin Wax	4.00 Lakh

The EMD should be 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.**

7) Technical & Commercial bid should be submitted separately super scribing Technical Bid/Commercial Bid and put in another sealed envelop and should be super scribed **Tender for supply of, due on.....**

Technical Bid should contain –

- | | |
|--------------------------------------|------------------------|
| 1) Specification Report | 2) Back Up certificate |
| 3) Bankers Certificate | 4) Proof of Experience |
| 5) Rate of dispatch/demurrage if any | 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.

Price Bid should contain:

- 1) Price per MT in USD on CIF Cochin /FOB basis
 - 2) Payment terms
 - 3) Validity of offer (Minimum 15 days from the date of opening of tender).
- 8) Only one tender for each item shall be submitted by each tenderer and alternative tender submitted will not be considered.
- 9) 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 Other wise notified, in the presence of those tenderers or their authorized nominees who may be present, if any, at the prescribed time.
- 10) 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.
- 10a) 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, if the Corporation desires so.
- 11) 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 tenderers in any manner as it may choose without assigning any reason thereof.**
- 12) 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.**
- 13) Representation for enhancement of rates once accepted will not be considered for any reason whatsoever.
- 14) Tenders with partially filled or incomplete or with corrections without authentication will not be considered.
- 15) In the case of unsuccessful tenders the EMD will be refunded immediately after finalization of the bids without interest.
- 16) 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.

17) 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 his assets under the provisions of the law in force.

18) 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.

19) The price should be quoted both in figures and words.

20) The rate quoted should be **valid for 15 days (Fifteen days)** from the date of opening of the tender.

21) The rate quoted should be firm till the fulfillment of the contract and not subject to variation on any account.

22) 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.

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

24) To be eligible for award of contract, the tenderer shall provide evidence satisfactory to the corporation about their credibility.

25) Proper Back-up Certificate about the availability and the required Quality Certificate should also be attached.

26) 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.

27) 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 as shown below and execute an agreement for the execution 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. .

Details of Security Deposit

Item	Amount (Rs)
1. Cement	25.00 Lakh
2. Polythene Granules	5.00 Lakh
3. Paraffin Wax	15.00 Lakh

28) 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.

29) 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.

30) Security Deposit will be refunded only after all the terms of the contract has been fulfilled to the satisfaction of the Corporation.

31) 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.

32) 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.

33) 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.

34) 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.

35) 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 name of manufacture from the Independent International Surveyor, SGS/LLOYDS

OR

. Certificate showing the BIS approval/ equivalent quality certification from the BIS approved ISO Company.

h) Certificate by the Manufacturing Company certifying that the cement is BIS approved as per the order No.....dated.....

36) 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

37) Every notice required or authorized to be given shall 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.

38) 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 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.

SCHEDULE OF RATES

Sl.							
No.	Description of goods	Quantity	Unit	CIF Rate	Total	FOB	Remarks
				US \$ Rs.		Rate	
1	2	3	4	5	6	7	8

Signature of the Tenderer

Name :

(Office Seal)

Address :

Separate Forms may be used wherever necessary. In case separate forms for schedule of rates are provided, the same may be filled up duly signed which will form an integral part of the contract, as if incorporated here in.

DEVIATION LIST

Tender No.

Date

Sl. No.

Section No.

Title

Page No.

Deviation

Name & Signature of the Tenderer

Address

Office Seal)

SPECIFICATION OF MATERIAL

I. CEMENT

43 Grade Ordinary Portland Cement

IS 8112 and amendment thereon

Packing

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

II. PARAFFIN WAX TYPE II SLAB (As per INDIANDIAN STANDRAFDS)

Sl.No	Characteristic	Requirement
(1)	(2)	(3)
i)	Melting Point (Cooling curve)	58 to 60 oC
ii)	Oil content, percent by mass. Max.	0.5
iii)	Saponification value	1.0
	Colour: Lovibond in 18 – in cell Max.	2.0Y

Packing:

Packing should be in 25 Kg. or 50 Kg. bag (Net) in PP/PF fully strapped

III. PLASTIC GRANULES

Grade : ISI or ASTM mark and complies with food grade regulations and Packing Commodities Act.

CATEGORY

	Grade	Density (23 ⁰ C) Gm/cm ³	Typical Value AV.MFI (190/2.16) gm/10 mins
1. LDPE :			
a)	24FS040 - film grade	0.923	4.0
b)	16MA400 - Injection grade	0.918	35.0
2.LLDPE :			
a)	20FS010 - film grade	0.920	1.0
b)	20FS020 - film grade	0.920	2.0
3.HDPE :			
	50MA180 - Injection grade	0.957	4.0
4.PPHP :			
	M 0030 - Injection moulding grade (SM 120 N)		10.0
5.PVC :			
	67ER092	K Value 67 (in 1% Cyclohexanone)	K Value - 0.92 (Inherent Viscosity)

Special Conditions:

1. Packing should be in Polythene bags with net weight 25 Kg
2. ISI/ASTM mark, Brand name, Net wt., Gross wt., Manufacturing date etc. should be clearly written in each and every lot.
3. Bag should be free from perforation.
4. Supplied items should ensure smooth operations and optimal safety
5. All the items should be as per the International environmental regulations

.....

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..... THERE IN 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/SUPPLIER, WE GUARANTEE AND WILL BE RESPONSIBLE TO YOU, UP TO A TOTAL VALUE OF RS..... (RUPEES).

AND M/SUNDERTAKES TO PAY YOU, UP ON YOUR FIRST WRITTEN DEMAND, DECLARING THE BIDDER/SUPPLIER TO BE IN DEFAULT UNDER THE CONTRACT, AND WITHOUT ANY WISPHER CAVIL OR DEMUR ANY SUM OR SUMS SPECIFIED BY YOU WITHIN THE LIMIT OF RS. (RUPEESONLY) AS AFORESAID WITHOUT ANY FURTHER 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/SARE LIABLE AND UNDERTAKE TO COMPENSATE THE LOSSES IF ANY SUSTAINED BY THE BUYER IN RESPECT OF THE IMPORT OFAS PER THE PURCHASE ORDER NO.DATED

DATE:

NAME OF THE FIRM.

BY (Title)

ADDRESS OF THE BIDDER.

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

(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

M/S..... (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 the import and supply of is awarded to the bounden. The bounden shall within ten 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 the 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 recovered 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 . Shri 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.