

THE TRAVANCORE CEMENTS LTD
(AN ISO 9001:2008 COMPANY)
(A GOVT. OF KERALA UNDERTAKING)
NATTAKOM, KOTTAYAM – 686 013.
Phone : 0481-2361371, Fax : 0481-2362354, tcl.materials@gmail.com

Tender No. & Date : **TCL/MM/ETEND/2016-17/4 dt. 20.12.2016**

Scope of Tender : Supply of Paper Bags suitable for packing 50 Kg White Cement.

Quantity : **1,50,000 Nos (One Lakh Fifty Thousand only)**

Due date and time of submission of Part A and B to the portal. : **On or before 9.1.2017 @ 6PM.**

Date and time of opening the Tender (Part A) : **13.1.2017 – 10AM**

Validity of Tender : The offer should be valid for 90 days from the date of opening.

Cost of Tender Form : Rs 6000 (Inclusive of KVAT @ 5%)
Earnest Money Deposit : Rs 36,000/- (Rupees Thirty Six thousand only)

Communications to be addressed to : The Managing Director
Travancore Cements Limited
Nattakom, Kottayam
Kerala, India – 686 013.

For The Travancore Cements Ltd,

Chief Manager (O)i/c
For Managing Director

I. SPECIFICATION OF PAPER BAG SUITABLE FOR PACKING 50KG WHITE CEMENT.

Multi ply white paper sacks (710 mm length x 480 mm width) suitable for packing 50 kg white Portland cement. 4 ply paper bag- 1st ply (top) 80 to 85 GSM (outer) white colour, balance 3 plies imported sack kraft paper brown (inner) 70 to 75 GSM of size 50 x 65 x 11.5 cm with valve opening 6.5 cm dia x 12.5 cm depth suitable for packing with fluxo packer machine 50 kg white Portland cement. The bags should conform to IS-11761:1997 or equivalent ASTM/BS specification for the parameters mentioned above and be printed on both sides in two colour as per design supplied by TCL.

II. PREQUALIFICATION

- i **Bidder must be a manufacturer of paper bags.**

III. HOW TO SUBMIT BIDS

Tenders shall be submitted as e tender through www.etenders.kerala.gov.in. Other mode of submission will not be accepted.

The Tender has two parts. Part A and Price part B. Both parts shall be uploaded to e-portal.

Part A:

- a) Duly filled and signed Annexure I in PDF format.
- b) Bidders **self-introduction and proof** showing bidder is a manufacturer of paper bags.
- c) Bidders may send **5 Nos of Sample bags** to company so as to receive the same between the next day of last date of tender submission and before the time of tender opening. If the bidder who executed earlier contracts with company for supply of paper bags successfully, they need not submit sample bag again and the same may be mentioned in Annexure I.
- d) Bidder desirous of taking part in a bid shall log to www.etenders.kerala.gov.in then select tender and initiate payment. RTGS/NEFT/Net banking is enabled for making payments. Payment gateway of State Bank of Travancore will have below options.

- a) **State bank of Travancore (SBT Net banking):** Bidder shall make online payments using his/her internet banking enabled account with State Bank of Travancore.
- b) **RTGS/NEFT/Payments through other bank accounts through NEFT payment gate way of State Bank of Travancore:** When bidders selects NEFT payment gateway, a pre-filled challan will be made available online by State Bank of Travancore based on the the e-procurement system, which the bidder may take print-out. With this challan bidder has two options:
 - i) To make an online NEFT payment using internet banking of the bank in which the bidder holds his account by adding the account number in the challan as an Inter Bank Beneficiary.
 - ii) Transfer from his bank account, through NEFT. The bidder should exercise this option 48 hours before the closing bid.

Part B:

- a) Price Bid in the BOQ sheet (Excel format).

IV. GENERAL CONDITIONS

E-tenders are invited from the manufacturers of paper bags for the supply of paper bags as per the tendered specification and schedule of materials and as per following conditions.

1. The tenders shall be submitted as e tender through ***www.etenders.kerala.gov.in***. Other mode of submission will not be accepted.
2. Composite offers only will be accepted. That is bidder quoting material cost or transportation cost, their tender will not be considered. Charges such as Taxes/Duties/Levies etc may quote if applicable. Landed cost will be considered for comparison and order placement.
3. **Refund of EMD:** Processing of refunds will be carried out by State Bank of Travancore in the following stages. For more details refer G.O. (MS) No.11/2013/ITD dated 10.4.2013.
 - a) After opening of Bid (Incomplete bid or withdrawal of bids)
 - b) After technical bid evaluation (Rejected bids)
 - c) After financial bid evaluation (All bids other than L1 & L2)
 - d) EMD of L2 bidder only after award of Contract/execution of agreement with L1.
 - e) Cancellation of tender.
4. The company may extend the last date for the submission of bids at its discretion in exceptional cases as company may think fit.
6. The company may modify the bid documents at its own initiative by an addendum/corrigendum. The addendum/corrigendum will be published in the web site ***www.etenders.kerala.gov.in***, and shall be binding upon them. The bid shall be furnished taking to account the addendum/corrigendum, if any published as mentioned above and any failure in doing so will lead to consequences including rejection of bid for which the company will not be responsible.
7. No adjustment Tender form cost, with any previous amount remitted/bill with the company will be allowed. The Earnest money of the unsuccessful tenderer(s) will be returned as soon as possible after the tenders are finalized but that of the successful tenderer will be returned only after successful execution of the contract. No interest will be paid for EMD.
8. An additional quantity of 20% should be supplied as per tendered specification against specific requisition, if made, without any increase in rate.
9. For excisable goods, Excise duty should be shown separately and transporter copy of the invoice should be sent along with each consignment for availing CENVAT.

10. If any tenderer withdraws from his tender before the expiry of the period fixed for keeping the rates firm for acceptance, the earnest money, if any, deposited by him will be forfeited to the company or such action taken against him as the company think fit.
11. TCL does not bind itself to accept the lowest tender or assign any reason for non-acceptance of the same. But the tenderers on their part should be prepared to carry out such portion of the supplies included in their tenders as may be allotted to them.
12. If the lowest quoted bidder cannot offer the required quantity, TCL reserves the right to buy from other quoted parties also to match with L1 rate or at negotiated price.
13. Company reserves the right:
 - i. To accept at its sole and unfettered discretion any tender whole or part quantities or reject any or all tenders without assigning any reasons whatsoever at any stage of tender.
 - ii. To place orders on one or more number of firms.
14. In case where a successful tenderer, after having made partial supplies fails to fulfil the contracts in full, company may arrange to purchase the bags by means of another tender or by negotiation or from the next higher tenderer who had offered to supply already and the loss if any, caused to the company shall together with such sums as may be fixed by the company towards damages be recovered from the defaulting tenderer.
15. Unloading of the material from Truck at the premises of Travancore Cements Limited, Nattakom, Kottayam will be undertaken by the company from 8 am to 5 pm only.
16. Validity of contract lies over a period of supply of entire quantity ordered, from the date of issue of purchase order. However the quantity mentioned in the Contract is extendable subject to the satisfactory performance of the contract and on mutual consent. Company reserves the right to suspend/restrict/decrease the quantity depending upon its production plan or to terminate the tender/contract at its discretion.
17. Delivery of bags should be done as per the supply schedule issued by the company time to time. Bag test reports should be sent along with the delivery of bags at company.
18. Company has the liberty to suspend supplies with 30 days notice. Supply schedule is dependent up on the market demand of white cement, running of mills and storage space available in the company yard and it can vary widely.

19. Earnest money deposit and/or Security deposit will be forfeited, if the rates are enhanced from their original quoted rate during the validity period or extended validity period, or the work is not executed after acceptance of the order.
20. If the performance of the contract is not satisfactory, company has the right to forfeit the EMD and/or security deposit with an option to claim further damages from the bidder.
21. **All payments to the bidder/supplier will be made by the company by DD/Cheque/RTGS within 30 days of receipt of each consignment, if the quality of the material supplied is accepted.**
22. Special conditions, if any, of the tenderers attached with the tender will not be applicable to the contract unless they are expressly accepted in writing by the company.
23. Consignments in part or full not conforming to specification will be rejected and the decision of the company, shall be final and no dispute in this regard will be entertained. The quality and specification of bags supplies against this tender should match with the quality and specification in the tender.
24. The material not conforming to the tender specifications will be summarily rejected and the cost of the material will be deducted and/or adjusted from any money/EMD and/ or security deposit deposited by the bidder.
25. If the materials are rejected, it has to be taken back by the supplier/bidder within 30 days of intimation by fax/email/phone at their own cost and risk. No claim in this regard will be accepted.
26. **Breakage allowance of 0.5% on consumed quantity by the company is allowed. If breakage exceeds the allowed limit, exceeded quantity has to be supplied by the supplier on written intimation from the company. If not supplied, the corresponding value of the material will be deducted from the amount available with company.**
27. If the material is importing from other countries, bidder shall be responsible to pay all charges, levies, Customs clearance charge(s), Shipping charge(s), Transportation cost(s) to concerned agencies.
28. The Company will not be responsible for any accident for men and machinery while loading/unloading/ transporting the material.

29. Company does not have any responsibility and liability on consignments to and from the company, outside the company premises.
30. The decision of the company shall be final on any other matters not mentioned in this document.
31. Successful bidder has to execute an agreement on Rs 100/- Kerala Govt stamp paper with company, if company desires so..
32. The Tender Inviting Authority (TIA) will not be held responsible for any sort of delay or the difficulties faced by the bidders during the submission of bids/ online payment.
33. In cases the contractor fails to supply and deliver any of the said articles and things, within the time provided for delivery of the same, or in case the bidder commits any breach of the covenants, stipulations and agreements herein contained, and in his part to be observed and performed then and in any such case, it shall be lawful for the company (if they shall think fit to do so) to arrange for the purchase of the said articles and things from elsewhere or on behalf of the Travancore Cements Ltd. by an order in writing put an end to this contract and in case the company shall have incurred, sustained or been put to any costs, damages or expenses by reason of such purchase of by reason of this contract having been so put an end to or in case any difference in price, compensation, loss, costs, damages, expenses or other money shall then or any time during the continuance of this contract be payable by the bidder to the company under and by virtue of this contract, it shall be lawful for the Travancore Cements Ltd. from and out of any moneys for the time being payable or owing to the bidder from the company under or by virtue of this contract or otherwise, to pay and reimburse the company all such cost, damages and expenses they may have sustained, incurred or been but to by reason of the purchase made elsewhere or by reason of this contract having been so put an end to as aforesaid and also all such difference in price, compensation, loss, costs damages, expenses and other moneys and shall for the time being be payable by the bidder aforesaid.
34. **Court of Jurisdiction:** In case any difference or dispute arises in connection with the contract all legal proceedings relating to the matter shall be instituted in the court of Law, having Jurisdiction over the Registered Office of the Company at Kottayam.
35. **FORCE MAJURE:** Company will not be liable and responsible for any matters beyond the control of company. Change in policies of Government(s) in the country also applicable to this part.
36. **ARBITRATION:** In case any dispute or differences arises between the parties in respect of any of the matters covered by this agreement, at the first instance the

parties shall endeavour to make an earnest efforts to settle the matter. In case the matter is not settled, the bidder shall inform the company and in such an event, the disputes shall be referred to arbitration by a sole arbitrator to be appointed by the company and this shall be done within 30 days of the intimation by the bidder to the Company. The venue of arbitration shall be at Kottayam.

37. In the above clauses, Company means Travancore Cements Limited (TCL).

For The Travancore Cements Ltd.

Chief Manager (O)i/c
For Managing Director

ANNEXURE - I

Tender No: TCL/MM/ETEND/2016-17/4 dated 20.12.2016

1. Name of Organization:
2. Whether Organization is Manufacturer of paper bags:
3. Location of Manufacturing:
4. Whether previously executed bag supply to Company successfully:
5. If No, Whether sample bags send to Company:
6. Minimum quantity of bags which can be supplied (as a trial):
7. Existing Customers:

(1).....

(2).....

In accordance with the terms and conditions of tender for the supply of paper bags suitable for packing 50 Kg White Cement at company, I / We have gone through all the terms & conditions of the tender and hereby agree to accept and undertake to abide the same. Also the information made above are correct and shall be substantiated with supporting documents, if needed.

Signature of Tenderer :

Name & Address of Tenderer :

Mob No :

Office Seal.

Land No :

Email ID :