

KERALA KERAKARSHAKA SAHAKARANA FEDERATION LIMITED.
KERA TOWER, Vellayambalam, Vikas Bhavan(P.O) Thiruvananthapuram - 695 033.
(Telephone Nos. 0471 - 2320504/2326209/2321046 Fax : 0471 -2326298)

KFD/PPM/06/SP/ 2018-19/

DATE :- 25.06.18

INVITATION OF TENDER AND INSTRUCTION TO TENDERERS FOR THE PURCHASE OF
3 LAYER METALLISED POLY FILM STAND UP POUCHES
(THIS TENDER CONTAINS 11 PAGES)

To. TENDER COST FEE :Rs.500 +12% GST

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Dear Sir (s),

We, Kerala Kerakarshaka Sahakarana Federation Ltd; (KERAFED) intend to purchase the item(s) given in the attached Annexure - I, as per description and specifications noted therein.

GENERAL TERMS AND CONDITIONS :-

1. Due date and time :-

The sealed tender form addressed to the Managing Director, KERAFED, KERA TOWER, Water Works Compound, Vellayambalam, Vikas Bhavan(P.O) Thiruvananthapuram - 695033 will be received up to 02.30 P.M on 10.07.18 and the Tenders will be opened on the same day at 03.00 P.M in the presence of the Tenderers or their authorised representatives, who produce proper authorisation letter.

2. Total quantity required (Approx.)

The required quantity, Technical specification, Mode of packing, Terms of Delivery etc. are given in Annexure - 1 of this Tender document. The rate and other charges should be quoted in Schedule -1 of this Annexure - I.

3.0 Earnest Money Deposit :-

3.1 The Tender must be accompanied by the Earnest Money Deposit of Rs.2000./-

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(Rupees Two thousand only) in the form of Demand Draft issued by any Nationalised bank/ Co-operative bank/ Scheduled Bank in favour of the Managing Director, Kerala Kerakarshaka Sahakarana Federation Ltd; Thiruvananthapuram and should be payable at Thiruvananthapuram.

Tenders not accompanied by the Earnest Money Deposit will be rejected.

3.2 The Earnest Money Deposit shall be liable for forfeiture, if the tenderers after submitting the tender, resiles from his offer or modifies the terms and conditions thereof in any manner. In the case of successful tenderer(s) the Earnest Money Deposit shall be retained and treated as part of the Security Deposit. (The Earnest Money Deposit shall be liable for forfeiture in the event of not furnishing full details called for in the tender).

3.3 Tender Cost

The cost of Tender is Rs.500+ 12% GST payable as Demand Draft in favour of the Managing Director, Kerala Kerakarshaka Saharana Federation Ltd. Payable at Thiruvananthapuram, if downloaded from site.

4.0 Security Deposit :-

An amount equivalent to Five percent of the purchase value of every purchase is deducted and retained as Security deposit along with the EMD amount converted as Security deposit The security Deposit will be refunded after satisfactory performance of the contract. No interest is payable by KERAFED for this Security deposit/ EMD and this amount is forfeiture in case of breach of contract.

NO EXEMPTION WILL BE GIVEN TO ANY CATEGORY OF TENDERERS

FROM FURNISHING EARNEST MONEY DEPOSIT AND SECURITY DEPOSIT.

5.0 Signing of Tender :-

5.1 Person or Persons signing the tender shall state in what capacity he is or they are signing the tender ie, whether (a) Proprietor of a Firm (b) Secretary/Manager/Director etc. of a Limited Company (c) Managing Partner/ Partner of a Partnership Firm (d) Others.

5.2 In the case of PROPRIETARY CONCERN a certificate from a “Notary Public” should be attached with the tender to the effect that the signature is of the proprietor of the firm.

5.3 In the case of the 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. A copy of the memorandum and articles of Association of the Company shall be attached to the tender.

5.4 In the case of a PARTNERSHIP firm, the name of all partners should be disclosed and the tender shall be signed by all partners or their duly constituted attorney having

Cont'd....3.

authority to bind all the partners in all matters pertaining to the contract. The original deed with an attested copy of the Partnership Deed should be furnished along with the tender.

5.5 In the case of the HINDU UNDIVIDED FAMILY, the names of the family members should be disclosed and the Kartha who bind the firm should sign the form and indicate his status below his signature.

5.6 The person signing the tender form or any documents forming part of the tender on behalf of others or on behalf of a Firm should produce a POWER OF ATTORNEY duly executed in his favour stating that he has the authority to bind such other persons 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 summarily rejection without prejudice to the other rights of KERAFED under the law. The POWER OF ATTORNEY should be signed by all the partners in the case of Partnership firms., by the Proprietor in the case of the Proprietary concern and by the person who by his signature can bind the Company in the case of Limited concern. In the case of a Hindu Undivided family, the POWER OF ATTORNEY should be signed by the "Kartha" who by his Signature can bind the firm.

6. Submission of Technical Details :-

The tender should be accompanied by the Literatures, Catalogues etc. containing detailed Specifications of the Items as specified in the Annexure-1.

7. Rate :-

The rates should be quoted in the Schedule-1 of Annexure I attached. The rate should be inclusive of Basic price, Packing charges, Loading and freight up to destination, Insurance, Incidental expense and cost of all accessories as per our specifications specified in the Annexure etc. complete for delivery at Kerafed Oil Complex, Puthiyakav, K.S.Puram P.O., Karunagappally, Kollam district, Kerala-690544 GST if any should be shown separately.

8. Packing :-

Packing shall be as specified in Annexure I.

9.0 Inspection :-

9.1 The consignment on delivery at the destination specified will be inspected by the representatives of KERAFED. If the quality does not confirm to the specifications stipulated, KERAFED reserves the right to reject part/full consignment and the seller shall be deemed to have wrongfully neglected to deliver the goods according to the

contract. if necessary, KERAFED is at liberty to get the samples of the consignment analysed in any recognised laboratory in case of dispute in quality on visual inspection.

- 9.2 Similarly the tender's production/ infrastructure facilities also will be inspected if required , by KERAFED before awarding the work. If the facilities/ capabilities of the tenderer are found to be unsatisfactory as per the assessment of Kerafed, the work may not be awarded.

10. Payment :-

85 % payment of the invoice value will be made from Head Office on receipt / submission of the bill in triplicate (one copy to the consignee and two copies including the original to Kerafed Head Office, TVM against the Good receipt and acceptance report from plant. Balance 10 % will be paid within 25 days against the final satisfactory report received from plant Payment will be made in the form RTGS at the cost of supplier.

11. Delivery Schedule :-

The delivery should start only after getting final acceptance letter from KERAFED. The sample confirming to our specification , design etc. should be submitted for approval within seven days of receipt of our acceptance letter. The delivery should commence within seven days from the date of issue of Purchase order or within such earlier or extended date as may be decided by KERAFED and communicated in the acceptance letter. Kerafed is at liberty to place a bulk order and prescribe staggered delivery schedules.

12. Quantity :-

Kerafed reserves the right to increase or decrease the quantity indicated in the Annexure by 25 %.

13. Acceptance of Tender :-

The successful tender(s) will be advised of the acceptance of his tender by Email or by a formal acceptance letter. By issue of the Email or by a formal acceptance letter, a binding contract will come into force and the supplier has to act immediately for execution of the contract. Acceptance of the tender by the Managing Director or an officer authorised by him shall constitute an agreement between the tenderer and the Kerafed In an agreement is to be executed by successful tendere in Rs.200/- stamp paper the format for the agreement will be intimated later to the successful tender. The Managing Director, KERAFED reserves the right to accept or reject any tender in full or in part, without assigning any reason thereof The rates once offered will be valid for 12 months from the date of acceptance and can be extended further with the same terms and conditions if both parties are

contd....5.

agreeable. KERAFED is free to place orders to one or more successful tenderers on same terms and conditions.

14. Disputes and Jurisdiction :-

All disputes relating to this Purchase contract between the seller and the buyer shall be subject to and be referred to the Court of competent jurisdiction constituted within the limits of City of Thiruvananthapuram or appropriate appellate authorities at Trivandrum only and as per the Kerala Co- operative Society Act and the jurisdiction of all other court will be excluded to deal with all or any such matters.

15. Parties to the Contract :-

The parties to the contract are-the Seller/Supplier/Contractor and the KERAFED represented by the Managing Director and/ or any other person(s) authorised and acting on his behalf. The person on behalf of any other person of the Firm shall be deemed to warrant that he had authority to bind any other person or the firm, as the case may be in such matters pertaining to the contract.

16. Set off :-

Any sum due and payable to the Seller/Supplier/Contractor (including the Security Deposit returnable to them) under this contract may be appropriated by KERAFED and set off against any claim of Kerafed for the payment of any sum of money arising from or under any other contract made by the Seller/Supplier/Contractor with KERAFED.

17. Warranty :-

The Seller/Supplier/Contractor shall be responsible and be liable to replace or reprocess or repair at the option of the buyer, free of cost the goods supplied under this order or any part thereof that need replacing or reprocessing or repairing by reasons of any defect in the composition or substance or material defect in goods or packing brought to the notice of the Seller/Supplier/Contractor within three months of receipt. If any damages or loss are suffered by KERAFED such as wastage in process, in transit or in stock, sales return etc. due to the defective items supplied by the Seller/ Supplier/ Contractor, the amount of loss or damage suffered as computed by Kerafed will be recovered from the Seller/Supplier/Contractor.

18. Liquidated Damages :-

In case the Seller/Supplier/Contractor fails to supply the ordered quality within the stipulated period or the extended period, KERAFED reserves the right to purchase stock at the risk and cost of the defaulted Seller/Supplier/Contractor from any source and recover the damages/excess expenses caused thereby as computed by Kerafed from the defaulted Seller/Supplier/Contractor.

19. The offer should be accompanied by

(1) Details of similar items supplied to reputed organisations including the value of

contract for the last three years should be furnished along with such samples.

(2) Furnish details of manufacturing facilities owned by the tenderer such as Capacity, Technical specifications of Plant & Machinery installed , Manpower, details of Technical staff and Officers employed etc. for the production of the quoted item.

(3) In case any clarification needed in addition to the specifications mentioned in this tender regarding the quality of items, the specifications as per the relevant Bureau of Indian standards will hold good.

20. Force Majeure :-

20.1 Neither party hereto shall be considered in breach hereof if its failure to perform or observe any or all the terms, conditions and stipulation herein contained shall be caused to any extent by War, War- like operation. Acts of State, Fire, Flood, Earth quakes, Strikes, Lockouts, Embargo, Interruptions of Traffic, Riot and Civil Commotion provided however that such occurrence or the consequences thereof which have not continued beyond continuous thirty days shall not be regarded as a State of Force Majeure for the purpose of this Clause.

20.2 The party claiming occurrence of any event under force Majeure shall give immediate notice to the other in writing failing which no claims under this clause will be entertained.

21. Delivery of Tender :-.

The tender documents should be submitted in sealed cover intact without detaching any page or pages duly filled in, completed and signed on each page (page no.1 to 11) of the tender form. If any page/pages is/ are detached, the Tender will be treated as incomplete and will be rejected.

21.1 The tender shall be submitted in sealed cover. The envelope being super scribed “ Tender for the supply of. “ SUPPLY OF 3 LAYER METALLISED POLY FILM STAND UP POUCHES (FOOD GRADE) due on 10.07.18”. The cover shall be addressed to the Managing Director, Kerala Kerakarshaka Sahakarana Federation Ltd; KERA TOWER ,Vellayambalam, Vikas Bhavan (P.O)Thiruvananthapuram - 695 033..

Yours faithfully,
for Kerafed Ltd;
Sd/-
Managing Director.

Cont'd....7.

From

To

The Managing Director,
Kerala Kerakarshaka Sahakarana Federation Limited (KERAFED),
KERA TOWER, Vellayambalam
Thiruvananthapuram, Kerala, Pin _ 695 033.

Dear Sir,

I/ We hereby offer to supply to the Kerala Kerakarshaka Sahakarana Federation Ltd; (KERAFED), Thiruvananthapuram, the item specified in Annexure I and agree to hold this offer open for acceptance by you for a period up to ninety working days from the date of opening the tender excluding the opening date. I/ We shall be bound by a communication of acceptance dispatched within the prescribed time.

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

I/We enclose a Bank Draft No..... dated..... for Rs.....(Rupees) in favour of the Managing Director, Kerala Kerakarshaka Sahakarana Federation Limited, payable at Thiruvananthapuram as Earnest Money Deposit and Tender fee (if downloaded from Web site) for this tender.

My/ Our particulars are as follows.

I. Name (with the name of Father in case of an individual)

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II Name of Firm

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Cont'd.....8.

III. Constitution of the Firm, if registered under Indian Partnership Act.

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IV. Name of Company , if Pvt. (Ltd;) / Public Ltd;

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a) Name of seal under which it is registered.

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b) Place and date of registration.

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c) Name and address of all partners and the extent of their share(s).

- 1.
- 2.
- 3.

V. In the case of Co - operative Society:

a) Number and date of registration certificate.

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b) Attach copy of the registration of the society authorizing the transaction.

VI. ADDRESS :-

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MOBILE NOS

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TELEPHONE No.

FAX No.

E - mail

I / We have sent herewith the required technical specifications / catalogues as per the Annexure I for which I/ We have submitted my/ our rates.

The names of the bank / banks and the branches with which I/ We have dealing and who can certify my / our financial status is indicated below.

1.

2.

Yours faithfully,

Signature(s) of Tender(s) with Seal.

Place :-

Date :-

List of documents enclosed :-

1)

2)

3)

Cont'd.....10.

ANNEXURE - I

**DETAILS & SPECIFICATIONS FOR THE
SUPPLY OF SUPPLY OF 3 LAYER METALLISED POLY FILM STAND UP POUCHES**

1	Description	supply of 3 layer metallised poly film stand up pouches (food grade)
2	Quality	As certified by CFTRI / Cental Govt. agencies.
3	Dimensions. (Approximate)	70 micron (size : 185 mm ×150mm) for filling 100gms coconut milk powder.
4	Approx. quantity required for 12 months.	3 layer metallised poly film stand up pouches -1000kg
5	Approx. Delivery Schedule	As per the direction from Kerafed. Delivery to be effected at Kerafed Oil Complex, Karunagappally (Kollam Dist)
6	Samples to be submitted	25 No

Note :- Technical specifications of the product should be attached separately with the Tender..

Encls :- 1)

2)

SCHEDULE – 1

SUPPLY OF SUPPLY OF 3 LAYER METALLISED POLY FILM STAND UP POUCHES

1	Rate per pouches As per details in Annexure - 1	A) STAND UP POUCHES (FOOD GRADE) Rs...../-(<i>GST Extra</i>) (Rupees.....) (<i>GST to be shown separately</i>) The above rate includes Basic price, GST to be shown extra Tooling charges, Packing charges, Loading and Freight upto destination, Insurance and other Incidental expense for delivery at Kerafed Oil Complex, Karunagappally, Kollam Dist. Kerala
2	Quantity Offered	a) Stand up PouchesNos

I / We agree to supply the material / materials as per the terms and conditions stated in Annexure 1 of this document.

Signature of the Tenderer(s) with Date.