

(A Government of Kerala Undertaking, IS/ISO 9001: 2015 Certified Company)

## **RE-TENDER FORM**

## SUPPLY OF FLEXIBLE PRINTED LAMINATED FILM FOR PACKING 5KG WHITE CEMENT

#### **GENERAL DETAILS OF TENDER**

Tender No. & Date	: Tender No. TCL/MM/2019-20/2 dt.13.08.2019
Scope of Tender	<ul> <li>1) Supply of Flexible Printed Laminated Film for 5 Kg White Cement Packing</li> <li>2) Making of cylinder suitable for printing on film</li> </ul>
Quantity	: 2,000 Kg (Two Thousand Kilogram Only)
Closing Date and time for Submission of Tender	: 23.8.2019 @ 02.00PM
Tender Opening	: 23.8.2019 @ 03.00PM
Cost of Tender Form	: Rs. 900/- (Inclusive of 5% GST)
Earnest Money Deposit (EMD)	: Rs. 5000/-
Tender to be submitted to	: Chief Manager (O) The Travancore Cements LTD Nattakom P.O Kottayam – 686013

### **Enclosures:**

- 1. Tender Form
- 2. Material Specification
- 3. Pre qualification
- 4. General Conditions
- 5. Price Bid Format



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### **MATERIAL SPECIFICATION**

Flexible printed laminated Film roll for 5 kg white cement packing.

- a) Roll Size: 610mm (Width) x 380mm (Length).
- b) 12 micron pet with 110 micron White master 'or' White Poly.
- c) Batch laminated LDPE (Eye mark should be provide for horizontal cutting of pouches at length of 380mm).
- d) Printing in two colours as per TCL art work.
- e) Pouch Size: 380mm (Height) x 280mm (Width)
- f) Cylinder suitable for printing on the film.

## PRE QUALIFICATION

1. Bidder shall be a manufacturer of printed laminated rolls and have an experience of minimum 2 years in the similar field.

### HOW TO SUBMIT BID

Tender can be downloaded from the website www.travcement.com. Duly filled tender documents can be submitted to TCL as directed below. Demand Draft shall be drawn from any nationalized bank favouring The Travancore Cements Ltd Payable at Kottayam. NEFT/RTGS/Online banking also will be considered.

## Cover 1: (Technical part)

- DD/Payment receipt for Tender Cost & EMD.
- Proof showing minimum 2 years of experience.
- Proof showing the bidder is a manufacturer of printed laminated rolls.
- Film Roll Sample as per the spec given and of Size: 380mm (Height) x 280mm (Width)

## Cover 2: (Financial part)

• Price bid in the format provided along with the tender.

### Cover 3:

 <u>Cover 1</u> & <u>Cover 2</u> shall be placed in <u>Cover 3</u> and should be <u>addressed to the Chief Manager (O)</u> with the Tender Number and superscribing "Supply of Flexible Printed Laminated Film for 5 Kg white cement" on the cover.



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## **GENERAL CONDITIONS**

- The Tender forms can be had from our office on payment of the required tender form cost by cash/DD in favour of The Travancore Cements Ltd payable at Kottayam. Also, tender form can be downloaded from our website <u>www.travcement.com</u>. In case of downloading the required fees shall be paid as DD along with tender favoring The Travancore Cements Ltd payable at Kottayam/NEFT/RTGS/Online banking. The cost of tender forms once paid will not be refunded. Tenders who are not in the prescribed form are liable to be rejected.
- 2. Every tenderer should send along with his tender, an earnest money deposit as specified. The amount shall be paid by Demand Draft (crossed) in favour of The Travancore Cements Ltd. Payable at Kottayam. No adjustment for EMD, with any previous amount remitted/bill with the company will be normally allowed. The earnest money of the unsuccessful tenderers will be returned as soon as possible after the tenders are finalized but that of the successful tenderer will be adjusted towards the security that will have to be deposited for the due performance of the contract. No interest will be paid for the Security deposit/EMD.
- 3. Manufacturers of repute need not remit EMD. However they have to produce necessary documents in proof of same.
- 4. Composite bids only will be considered. That is bidder may quote bag cost, transportation cost, cylinder making charges, GST etc. Landed cost will be considered for comparison and order placement.
- 5. The rate quoted should be valid for 90 days and in case order is placed and the rate approved shall be valid for one year from the date of order. No rate enhancement will be entertained during the above period.
- 6. The tenders will be opened on the appointed day and time in our office, in the presence of those tenderers or their authorized representative who may be present at that time. Price bid of those tenderers who qualified in technical part only will be opened.
- 7. 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.
- 8. Tenderers shall invariably specify in their tenders the delivery conditions including the time required for the supply of articles tendered for.
- 9. The final acceptance of the tenders rests entirely with the company who do not bind themselves to accept the lowest or any tender. 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.



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- 10. Those tenders whose samples not conform to our specification will be rejected and may not be considered for further tender process. Further supplies against the result of this tender should be matching with the approved sample supplied.
- 11. Award of Contract (AOC): Contract will be awarded to the bidder who offers lowest price. For awarding the contract, TCL reserves the full 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.
  - ii. To execute order with one or more number of firms.
  - iii. To enter into parallel contracts simultaneously or at any time during the period of contract with one or more bidder(s) as TCL may think fit.
  - iv. If the lowest party (L1) who is awarded the contract fails to fulfil the obligations of the contract, TCL reserves the right to cancel the contract and to award the contract to next lowest bidder.
  - v. To award the work at 70:30 ratio with L1 and with L2 at the rate of L1 and in case of default/non supply of L1 party, the balance tendered quantity can be purchased from L2 party at L1 rate.
- 12. Film roll shall be delivered within 15 days from the date of firm purchase order.
- 13. The successful tenderer shall, deposit a sum equivalent to 5% of the value of the contract as security deposit (less EMD) if TCL desires so.
- 14. The security deposit shall subject to the conditions specified herein, be returned to the contractor immediately on expiry of the contract, but in the event of any dispute arising between the company and the contractor, the company shall be entitled to deduct out of the deposit or the balance there of until such dispute is determined, the amount of such damages, costs, charges and expenses as may be claimed. The same may also be deducted from any other sum which may be due at any time from the company to the contractor. In all cases where there are guarantee for the goods supplied. The security deposit will be released only after the expiry of the guarantee period.
- 15. All payments to the contractor will be made by the TCL by Cheque within 30 days of receipt of the material supplied is approved and accepted. In case of import payment through letter of credit will be considered.
- 16. Contract will be spread over a period of 1 year from the date of executing agreement. However the Contract is extendable for another year/period subject to the satisfactory performance of the contract and on mutual consent.
- 17. <u>Supply of entire tendered quantity is not at a time but as per supply schedule from TCL based on the production requirement.</u> Timely supply is the essence of the contract. TCL is also at liberty to cancel

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whole/part of the supply schedule/order in the event of failure on the part of the bidder in effecting supplies as specified.

- 18. Weighment of the consignment(s) will be done at port Weigh Bridge/ Weigh Bridge authorized by TCL shall be final and binding on the contractor and shall be witnessed by them or their representative. However, if the contractor or their representative is not present, TCL reserves the right to weigh the load in their absence. Weight of card board role will be reduced on an average basis on number of rolls delivered.
- 19. The quantity to be lifted and supplied is dependent up on the market demand, running of mills and can vary widely.
- 20. If the performance of the contractor is not satisfactory, TCL has the right to cancel the contract forfeiting their deposits with an option to claim further damages from the contractor.
- 21. The material not conforming to the tender specifications will be summarily rejected and the cost of the material will be deducted or adjusted from any money/ deposits deposited by the bidder. TCL also has the right to recover and/or claim the extra cost and/or the loss incurred by the TCL from the contractor on rejection of the material.
- 22. TCL does not have any responsibility on the consignments during transit.
- 23. TCL will not be responsible for any accident for men and machinery while loading/unloading/ shipping the material.
- 24. TCL will not be held responsible for any sort of delay or the difficulties faced by the bidders during the submission of bids/payments through online mode.
- 25. 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 contractor 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 contractor to the company under and by virtue of this contract, it shall be lawful for the Travancore Cements Ltd. from and out of any money for the time being payable or owing to the contractor 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, payable or be to be reason of the purchase made elsewhere or by reason of this contract having been so put an end to end price.



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expenses and other moneys and shall for the time being be payable by the contractor aforesaid. 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.

- 26. Tenderers should be prepared to accept orders subject to the penalty clause for forfeiture of security in the event of default in supplies or failure to supply within the stipulated period.
- 27. 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.
- 28. **Court of Jurisdiction**: The legal jurisdiction of the contract shall be the competent court at Kottayam, Kerala only.
- 29. In the above clauses, the contractor means supplier and the company means Travancore Cements Limited (TCL).

We agree to the above terms and conditions.

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Signature of tenderer

Name of Tenderer



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### PRICE BID FORMAT

**Item**: Flexible Printed Laminated Film Roll for 5 kg white cement packing. Tender No. TCL/MM/2019-20/2 dt.23.08.2019.

Basic Price of Film Roll / Kg in Rs	
GST/Kg in Rs	
Freight/KG to TCL in Rs:	
P&F charges/KG in Rs	
Other charges(if any) in Rs:	
Total landed cost at TCL in Rs:	

Cylinder making charges (Two Colour) in Rs including GST:

:

Delivery time (in No of days) :

Signature of Tenderer :

Name& Address of Tenderer :

Mob No

Land No :

E-mail ID :

GSTIN :