

Tender No. KSTC/COM/JWCB/23-24/07

Date:07.02.2024

E-TENDER DOCUMENT

NOTICE INVITING E - TENDER

SPINNING JOBWORK
ON CONVERSION
METHOD

(For Prabhuram Mills, in Kerala)
(Unit of Kerala State Textile Corporation Ltd.)

By
KERALA STATE
TEXTILE
CORPORATION LTD.

(A GOVERNMENT OF KERALA UNDERTAKING)

Email : com.kstc@kerala.gov.in

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1. PREAMBLE OF TENDER

Kerala State Textile Corporation Ltd, hereinafter referred as “KSTCL” is a public sector undertaking owned by the Government of Kerala. KSTCL was established in 1972. Prabhuram Mills, hereinafter referred as “PM” is a spinning mill unit under KSTCL located in the Alappuzha District of Kerala State. The government constituted KSTCL with the aim for the betterment and improvement of textile sector in the state of Kerala.

E tenders are invited by e-tender mode in two bid system (Technical and Financial (Price) bid) **for running PM on JOBWORK CONVERSION METHOD**, by adhering to the specification below, and for finalizing the tender. Job work will be undertaken from outside parties for Spinning at PM where the basic raw material i.e. Cotton, Manmade fibers, as the case may be & packing materials is to be supplied by the convertor. Job work is to be undertaken by the Prabhuram Mills of KSTCL to the maximum extent for utilization of capacity available.

Tenders indicating the highest rate (conversion rate per count per Kg) could be made available by uploading before **12.00 hrs on 24.02.2024**. Tenders (i.e., Technical Bid) will be opened at **10.00 hrs on 26.02.2024** at the Office of the KSTCL. Financial bid opening and price negotiation will be done as per the CVC norms, if required, will be held after technical bid opening, only with the **Highest Quoted Bidder(s) (up to H3)**. Negotiations will be done (if found necessary) with the highest quoted bidder(s) or his authorized representative who is present for the tender meeting on the scheduled date. Further, since this is an e-procurement system, and under this, the system shall allow online negotiations with the vendors through sending online requests for negotiations.

The Bidders could be any persons who are interested to supply raw material and interested to do the job work on rate per count per Kg conversion basis. Authorized Government Institutions / State Public Sector Undertaking / MSME / NSIC registered firms are eligible for exemption of EMD (proof of registration to be uploaded in cover for NSIC / MSME registered firm). **If the bidder does not fall under exempted category, then the bidder shall pay an EMD of ₹ 25000/- and a tender form cost of ₹1180 (Non refundable) through E- payment. The successful tenderer have to give a security deposit**

of ₹ 500000/- or 10% of the monthly conversion charges, whichever is higher, per mill.
 The prospective bidders may contact Shri P Arun, Assistant Manager Commercial, (Phone No – 9895954882) at least two days prior to the date of tender closing for any assistance in submitting the tender. The Tenderer should have valid Digital Signature Certificate (DSC) with Class III encryption for participating in the e-tender.

2. SHORT TITLES USED IN THE TENDER DOCUMENT

Sl.No.	Short Title	Expansion
1	KSTCL	Kerala State Textile Corporation Ltd
2	Tenderer / Bidder	Tenderer / Bidder means the party who makes a formal offer in pursuance of the tender floated.
3	Successful Tenderer / bidder	Successful Tenderer / bidder means the tenderer / bidder who become successful through the Tender process.
4	Day	A day means a calendar day
5	Cost	Cost means the total cost to be incurred by the mill.
6	Mill	Prabhuram mills- Alappuzha
7	NIT	Notice Inviting Tender
8	SPM	Store Purchase Manual
9	C V C	Central Vigilance Commission
10	E M D	Ernest Money Deposit
11	S D	Security Deposit

3. SALIENT FEATURES OF THE TENDER

Running Prabhuram Mills on JOBWORK CONVERSION METHOD		
1	Tender Inviting Authority, Designation and Address	General Manager (Technical/Commercial) ,Kerala State Textile Corporation Ltd. TVM 10
2	Name of the Work / Service	for running Prabhuram Mills on JOBWORK CONVERSION METHOD
3	Tender reference No.	KSTC/COM/JWCB/23-24/07 dated 07.02.2024
4	Name of Mill	M/s Prabhuram Mills
5	Place of Mill	Alappuzha District
6	Earnest Money Deposit	₹25000/- (Twenty five thousand only)
7	Security Deposit	₹500000/- (Five lakh only) or 10% of the monthly conversion charges, whichever is higher.
8	Tender Document Fee	₹1180/- (One thousand one hundred and eighty only) including GST
9	Tender Documents Available	As mentioned in the Tender details (www.etenders.kerala.gov.in)
10	Tender Publishing Date	As mentioned in the Tender Details (www.etenders.kerala.gov.in)
11	Tender Submission Date and Time	As mentioned in the Tender details (www.etenders.kerala.gov.in)
12	Tender Closing Date and Time	As mentioned in the Tender details (www.etenders.kerala.gov.in)
13	Tender Opening Date and Time	As mentioned in the Tender details (www.etenders.kerala.gov.in)
14	Tender Opening Place	Kerala State Textile Corporation Ltd. TC 9/2000-01, Annapoorna, Kochar Road, Sasthamangalam, TVM – 10, Kerala.

4. ONLINE BIDDER REGISTRATION PROCESS

To participate in e-tender, bidders should have Class III Digital Signature Certificate (DSC) to be procured from any Registration Authorities (RA) under the certifying Agency of India. Details of RAs will be available on www.ca.gov.in website for participating in this tender. Website registration is a onetime process without any registration fees. However, bidders must obtain DSC at their own cost.

Bidders may contact e-procurement support desk of Kerala IT Mission over telephone at 0471 -2577088 / 2577188 / 2577388 or via email: helpetender@gmail.com / etendershelp@kerala.gov.in for assistance in this regard.

Online tender process:

The tender process shall consist of the following stages:

- i. **Downloading of tender document:** Tender document will be available for free download on www.etenders.kerala.gov.in and www.kstc.kerala.gov.in . However, tender document fees shall be payable at the time of bid submission as stipulated in this tender document.
- ii. **Pre - bid meeting:** As per the scheduled date and time at the specified venue.
- iii. **Publishing of Corrigendum:** All corrigenda shall be published on www.etenders.kerala.gov.in and www.kstc.kerala.gov.in and shall not be available elsewhere.
- iv. **Bid submission:** Bidders have to submit their bids along with supporting documents to support their eligibility, as required in this tender document on www.etenders.kerala.gov.in. Manual submission of bids will not be accepted under any circumstances.
- v. In case bidder encounters any technical issues pertaining to e-Procurement system while acting on the tender, computer screen shot of the error message with date & time stamp on the web-browser along with the query shall be e-mailed by the bidder to the help desk (helpetender@gmail.com / etendershelp@kerala.gov.in), for resolution of the problem. At the same time, problem must be intimated to the concerned Tender Inviting Authority via email.
- vi. The time taken to ascertain, evaluate and suggest a solution for the problem reported by bidder may vary from case to case. Hence bidders are advised to submit the bid **at least 2 working days before the due date** and time of bid submission to avoid any last-minute issues that may come up.
- vii. **Opening of Technical Bid and Bidder short-listing:** The technical bids will be opened, evaluated and shortlisted as per the eligibility and technical qualifications. All documents in support of technical qualifications shall be submitted (online). Failure to

submit the documents online will attract disqualification. Bids shortlisted by this process will be taken up for opening the financial bid.

- viii. **Opening of Financial Bids:** Bids of the qualified bidder's shall only be considered for opening and evaluation of the financial bid on the date and time mentioned in critical date's section.

5. GENERAL INSTRUCTIONS AND TERMS AND CONDITION

- a) The tender is invited on behalf of KSTCL, Thiruvananthapuram, Kerala, India.
- b) Tender document may be downloaded from www.etenders.kerala.gov.in and required documents as per the requirements of the Notice Inviting Tender. Duly prepared tender may be uploaded in the above E Portal on NIC platform.
- c) Any offer made in response to this E-tender, when accepted by KSTCL, Thiruvananthapuram by means of Award of Contract (AOC) in the Portal will constitute a contract between the parties.
- d) The tenderer shall remit an amount of ₹ 25000/- (Twenty five thousand only) towards EMD.
- e) Tender documents should be filled in English. Submitted tender should be free from overwriting. All corrections and alterations should be duly attested by the tenderer.
- f) Tender submission is in 2 – cover system. Cover I is meant for Techno-Commercial Bid and cover II is for Price bid.
- g) In the Techno – Commercial bid, technical specifications of the material offered and the Commercial terms should be given with supporting documents as per the requirements cited in the tender document. Only the price is to be quoted in the Price bid.
- h) Tender document is to be submitted by the authorized person with sign.
- i) All Tenders should be submitted through the NIC Portal cited at the beginning of this Tender document. Tenders submitted after the specified time and incomplete tenders will not be eligible for further processing.
- j) Tenderers will not be entitled to claim any costs, charges, expenses or incidentals for or in connection with the preparation and submission of their tenders. Tenderers who failed to comply with earlier contractual obligations of KSTCL which resulted in short closure / cancellation of any contracts, due to reasons not on the part of KSTCL are not eligible to participate in this tender for two years. Firms Blacklisted are not eligible to apply.
- k) On the due date of opening, only the Techno – Commercial bid (Cover-1) of the tender will be opened. The tenderers will get automatic e-mail / SMS alerts from the portal about the status of tendering process. The facilities of tenderers and documents will be inspected and certified by KSTCL. During evaluation if it is found that the tenderer is involved in any cases being investigated or charge sheeted by

Vigilance & Anticorruption Bureau or similar investigation agencies, then such tenders will not be considered. Likewise, if it is found that the tenderers have being any connection, tie up / partnership etc...with such firms will also be not considered.

- l) The Financial bid (Cover 2) of those bidders who are qualified in the Techno – Commercial Evaluation only will be opened. The tenderer shall bear all taxes, Stamp duties, License fees and other such levies imposed in India if applicable on the item to be supplied.
- m) KSTCL reserves the right to modify and amend the terms & conditions and announce the same at any time before the e-tender concludes. Announcements during the e-tender on the websites and / or by facts including announcement of any additional conditions or correction in the tender and / or additions or deletions of items being offered for purchase are binding on the bidder. Tenderers have to watch continuously website www.etenders.kerala.gov.in for updating and correcting the tenders as per corrigendum published, if any.
- n) Participation and bidding in this tender shall be treated as conclusive evidence of the fact that bidder has understood the terms and conditions of tender. It shall also imply that the bidder has carefully gone through and understood the terms and conditions of e-tender including the amendments, if any, prevailing at the time of tender. KSTCL will not entertain any complaints or objections once bid submission date is over.
- o) Bidders should have valid encryption (Digital Signature Certificate – DSC) for participating in the e-tender.
- p) Queries about this tender, if any, may be sent in writing to the KSTCL, at the below mentioned address that is M/s Kerala State Textile Corporation Ltd. TC09/2000-01, Annapoorna. Kochar Road, Sasthamangalam, Thiruvananthapuram -10, Kerala, India (or) email to com.kstc@kerala.gov.in
- q) Bidders are to quote only for the items mentioned in the Technical Specification as mentioned in the Notice Inviting Tender (NIT).
- r) Bidders are expected to comply as per the specifications, terms and conditions of NIT.
- s) Bidders are to upload their quote for tenders invited in Two Bid tendering mode. The bidders shall upload their (i) Technical Bid (Pre-qualification) and (ii) Financial bid through the e-tendering system only. **Any other mode, except through e-Tender, shall not be entertained.** In the event, if the quotes are found being submitted through any other mode, their offers will be disqualified.
- t) Technical bids are required to be uploaded before uploading the financial bid and not vice-versa.
- u) The price details to be only mentioned in the financial bid.
- v) This Notice Inviting Tender will form part of the tender document and the agreement executed by the successful bidder.

- w) Any condition given in the tender by the tenderer / bidder shall not be considered unless it is mutually agreed.
- x) The tenderer/ bidder may quote for more than one mill.
- y) If required interested tenderers / bidders may visit the mills on working days between 09.00 am to 05.00 pm, with prior intimation to understand the machinery infrastructure and working conditions and for exploring the possibilities for manufacturing better / value added product mix , before quoting the tender.

Critical Dates to remember;

Sl.No.	Particulars	Date	Time
1	Tender Publishing Date	08.02.2024	11. 00 hrs
2	Tender Document Download Start Date	08.02.2024	11. 00 hrs
3	Pre Bid Meeting	13.02.2024	11.00 hrs
4	Tender Submission Start Date	14.02.2024	10. 00 hrs
5	Tender submission End Date	24.02.2024	12. 00 hrs
6	Tender Opening / Meeting Date	26.02.2024	10. 00 hrs

6. RIGHTS OF THE KSTCL

- a) To accept, at its sole and unfettered discretion, cancel the tendering process before award due to any circumstances. In such cases EMD will be refunded to the tenderer.
- b) To place orders on firms/ individuals identified through transparent procedures simultaneously or at any time during the period of contract with one or more supplier(s) / tenderer(s) for such quantity and for such items as KSTCL may think fit.
- c) **To cancel the tender, if the quoted price (H1) is found unfavorable to mill.**
- d) KSTCL does not bind itself to accept the highest tender or assign any reason for non – acceptance of the same.
- e) KSTCL will have the right to accept or reject any tender without assigning any reasons what-so-ever.
- f) The work order resulting from this tender and any amendments to be issued subsequently with its terms and conditions and stipulations constitute the entire agreement relating to the tender between the successful tenderer and KSTCL and both parties are bound by the terms and conditions.
- g) In the event of cancellation or short closing of the tender for reasons attributable to KSTCL, then the EMD will be refunded to the tenderer

- h) This being an electronic bid, evaluation will be based on the credentials of the tenderer, conforming to the specification and tender conditions and at most economic price.
- i) During pendency of the contract, if KSTCL come to know that the tenderer is involving any illegal activities independently or jointly with others who are involved in cases being charged by Vigilance & Anti-Corruption Bureau or similar entities, contract will be terminated and alternate arrangement will be made at the risk and cost of the tenderer.
- j) Any clarification on this tender may only be sought from the KSTCL designated personnel who will follow the administrative procedure and give response. For any technical assistance / clarification regarding e-portal, please contact the NIC helpline: 0471-257 7088, 9446 5416 12.
- k) Tenderer giving any false information / bogus authentication then their tender / orders are liable to be cancelled and KSTCL is empowered to arrange alternative arrangements through any mode at the Tenderer's cost and risk.
- l) KSTCL will not entertain or accept directly or indirectly any influence / canvassing for a decision in their tender. If any such instances are identified at any stage the bidder will be disqualified in the current tender and blacklisted to continue their business with KSTCL thereafter. Penalty will be imposed on the bidder in such case if KSTCL incurred any administrative expenses / loss suffered due to such activities.

Tenderer should ensure the highest ethical standard during the execution of such contracts. In pursuance of anti – corruption policy, KSTCL defines, for the purposes of this provision, the terms set for the below:

A.

- a) "Corrupt practice" means the offering, giving, receiving or soliciting, directly or indirectly, anything of value to influence improperly the actions of another party.
- b) "Fraudulent practice" means any act or omission, including a misrepresentation, that knowingly or recklessly misleads, or attempts to mislead, a party to obtain a financial or other benefit or to avoid an obligation.
- c) "Coercive practice" means impairing or harming, or threatening to impair or harm, directly or indirectly, any party or the property of the party to influence improperly the action of a party.
- d) "Collusive practice" means an arrangement between two or more parties designed to achieve an improper purpose, including influencing improperly the actions of another party.
- e) "Integrity violation" means any act, including corrupt, fraudulent, coercive or collusive practice, abuse and obstructive practice.
- f) "Obstructive practice" means (a) deliberately destroying falsifying altering or concealing of evidence material to an KSTCL investigation: (b) making false

statements to investigators in order to materially impeding KSTCL investigation: (c) failing to comply with requests to provide information, documents or record in connection with an office of Anticorruption and Integrity (OAI) investigation: (d) threatening, harassing or intimidating any party to prevent it from disclosing its knowledge of matters relevant to the investigation or from pursuing the investigation, or (e) materially impeding KSTCL's contractual rights of auditor access to information.

- B. Will reject a proposal for award if it determines that the bidder recommended for award has, directly or through an agent, engaged in corrupt, fraudulent, collusive, coercive, or obstructive practices or other integrity violations in competing for the contract.
- C. Will cancel the portion of the financing allocated to a contract if it determines at any time that representative of the borrower or of a beneficiary of KSTCL – financing engaged in corrupt, fraudulent, collusive, coercive or obstructive practices or other integrity violations during the procurement of the execution of that contract, without the borrower having taken timely and appropriate action satisfactory to KSTCL to remedy situation.
- D. Will sanction impose remedial actions on a firm or an individual, at any time, in accordance with KSTCL's Anticorruption Policy and integrity principles and guidelines (both as amended time to time) including declaring ineligible, either indefinitely or for a stated period of time, to participate in KSTCL-financed, or administered or supported contract financially or otherwise, if it at any time determines that the firm or individual has, directly or through an agent engaged in corrupt, fraudulent, collusive, coercive or obstructive practices or other integrity violations.
- E. Will have right to require that a provision be included in bidding documents and in contracts financed by KSTCL, requiring bidders, suppliers and contractors to permit KSTCL or its representative to inspect their accounts and records and other documents relating to the bid submission and contract performance and to have them audited by auditors appointed by KSTCL.

7. ELIGIBILITY CRITERIA

A. CATEGORIES OF BIDDERS FROM WHOM BIDS ARE SOLICITED

- a) Any person who is interested to supply raw material for converting into yarn by KSTCL mills on job work conversion basis.

B. CRITERIA

- a) Individual / Company / organization should be engaged in textile business for the past three years.
- b) The turnover of the Individual / Company / organization for any of the last three years should be more than Rs 3 crore per annum as per authentic document such as audited Balance Sheet, P&L or any other documents certified by Chartered Accountant with UDIN.
- c) The Individual / company / organization should not be in defaulters list of any national / government / private / international organization. A self-attested certificate to be produced in this regard.

8. DETAILS MANDATED IN THE TECHNO- COMMERCIAL BID

- a) In case of Companies registered in India, Corporate Identity Number (CIN) to be furnished. For other firms in India, a certificate of Registration / GST by a competent Governmental authority is required. If this document is not in English, a True Copy translated in English and certified by a competent authority shall be submitted along with the tender.
- b) Address of the registered office.
- c) GST Registration number and PAN
- d) Source and arrangements for supply, self declaration to be submitted in letter head.
- e) If the tenderer / bidder is authorized representative of a Manufacturer, they must upload the documents authorizing them to quote on their behalf as per Annexure– III.
- f) If the document is found to be invalid at the time of technical evaluation by the KSTCL, the tenderer will be disqualified. The EMD remitted by the tenderer will be refunded.
- g) Copy of profit and loss statement, balance sheet with UDIN (Unique document identification number) and proof of income tax returns.
- h) The tenderer / bidder submitting the bid should also give their latest audited financial statements not prior to 2020-21 as a proof of their Net Worth and Financial Health of the firm.
- i) For those who are established during the previous year, they or their authorized agent should enclose the audited Balance Sheet and financial particulars of them at the end of the financial year for the months of operation.
- j) Tenderer / bidder shall sign all pages of the tender as a token of acceptance of the Scope of Supply and all the Terms and conditions mentioned in the tender.
- k) If the trader has tie up with manufacturer that document should be uploaded along with cover -1.

The above documents shall be uploaded as attachments (in .pdf) as a part of technical bid documents for this tender in the prescribed manner. Submission of the aforesaid

documents by any other means such, as fax, e-mail etc., will not be acceptable.

It is the responsibility of the bidder alone to ensure that the offer with required documents is uploaded on or before the stated time and date. KSTCL shall not be responsible for any delays.

9. FINANCIAL BID

This part shall contain only “Summary of Bidders Price” in the respective columns, which is to be uploaded as BOQ (in excel format). Any condition by the Bidder given in this part shall not be considered, and shall render the tender liable for rejection. Finance bid will be the base for considering the highest price. The Price quoted shall be valid for 90 days or extended period. The rate shall be furnished as conversion rate per count per Kg of yarn, exclusive of all incidentals and applicable taxes.

The bidder shall quote only in INR. Bids quoted in contravention will not be considered. In the event of suppliers matching the highest quote, priority will be given to the conversion rate which gives maximum contribution per spindle shift. If different bidders are quoting for different count, the quote will be evaluated based on the actual contribution per spindle shift (in Rs) arrived from the conversion charges quoted by the bidders for respective count. The validity of the quoted rate shall be kept firm till the completion of the ordered quantity. The mill will raise the preforma invoice for conversion charges with applicable taxes and other charges. The transportation charges of raw material and yarn from the spot to mill and vice versa to be borne by the tenderer / convertor. The loading and unloading charges of raw material and yarn will be at mills cost.

10. AMENDMENT

No variations or modifications of the terms of the contract shall be made except by written amendment signed by the parties. KSTCL reserves the right to withdraw the offer at any time before the final agreement without assigning any reasons thereof.

11. EARNEST MONEY DEPOSIT (E M D)

To participate in e-tender, the manufacturers / suppliers are to make Earnest Money Deposit (EMD) [refundable] and tender form cost (non - refundable) as a single online transaction as follows:

Tenderers are required to remit an Earnest Money Deposit of ₹ 25000/-. Bidders shall pay the required fee towards EMD as a single payment by the mode cited below

Payment towards EMD and tender form fee should be deposited online as single transaction using the payment gateway of State Bank of India (SBI). Bidders have the

freedom to use either online payment through SBI's Internet Banking or payment through the bank of their choice through NEFT platform facilitated by SBI. The EMD amount of all unsuccessful bidders shall be refunded automatically to the bidder's account by SBI. Instructions on NEFT payments are available at the end of this document for bidder's easy reference.

Non receipt of EMD and Tender form fee in the account of SBI before closing of bid will result in automatic rejection of bid by the system itself.

Government Institutions / State Public Sector Undertaking / MSME / NSIC Registered firms are eligible for exemption of EMD – proof of registration to be uploaded in cover I for NSIC / MSME registered firm.

EMD will be forfeited if the party fails to fulfill the contract within the validity period of 90 days or extended period with quoted rate. Tenders quoted without EMD will not be considered.

If any Tenderer backs out after the KSTCL has accepted his tender, it will be considered as default and the EMD / SD will be forfeited by the KSTCL by informing the Tenderer as having done so.

The EMD / SD will not bear any interest.

12. SECURITY DEPOSIT (S D).

Successful bidder should give a security deposit of ₹ 5,00,000/- or 10% of the monthly conversion charges, whichever is higher, per mill. The SD will not bear any interest. EMD will be converted into security deposit for the successful bidder and the same will be refunded after one month of successful completion of the entire contract period. In case of EMD exempted bidder, the tenderer should deposit full amount as security deposit as case applicable.

13. TENDER FORM FEE

₹ 1180/- (including GST) shall be paid as the cost of the tender form. The tender form fee is not refundable.

14. EVALUATION

The bidder who offers highest price (H1) will be considered as the H1 bidder. If different bidders are quoting for different count, the quote will be evaluated based on the actual contribution per spindle shift arrived from the conversion charges quoted by the bidders for respective count. Only one bidder (H1) will be permitted to run full capacity of the mill based on the highest contribution per spindle shift considering all the counts quoted for the respective mills.

15. COUNT RANGE

Please go through Annexure IV for the possible count range that can be manufactured at ET. Tolerance of 15-20 % of production quantity with in counts can be considered during execution of Job work. The successful tenderer who have been allotted for yarn job conversion work can take up job for maximum of 2 counts in a mill. It is to be noted that not more than two mixings will be allowed to run in any mills. Mill may run specific counts which are not covered in the agreement by entering into a mutual agreement considering the criteria that contribution is not reduced. Acceptable actual final average of count to be delivered by the mill will be maximum of +1 count of the nominal count.

16. COUNT VARIATION (CV)

Mill will take all out efforts to keep it to minimum level using standard industry practice. KSTCL has good in-house testing infrastructure and vast experience of manufacturing good quality Yarn acceptable in domestic market. However Count Variation (CV) will be maximum 2.5%.

17. SUPPLY OF RAW MATERIAL

The successful tenderer must ensure the continuous supply of raw material. At any given point of time there must be at least 15 days inventory of cotton raw material & 07 days of PSF / VSF should be made available to the mill. In case due to non supply of fiber / raw material by the convertor the machinery or men remain idle, convertor shall pay the loss of contribution by mills which otherwise mill would have earned from the job work. Due consideration may be given that there are minimum lot changes and run out losses during job work conversion.

18. INSPECTION OF QUALITY OF RAW MATERIAL & YARN RECOVERY

The raw material (Cotton / VSF / PSF etc...) should be supplied by the tenderer. The raw material bales received for conversion should be weighed at the mills. The Mills must ensure that the raw material accepted for conversion should have qualitative parameters in commensurate with spinning value. Each mill must test the quality of raw material with reference to counts allotted and ensure that the required properties of raw material are maintained as per Annexure V. The quality parameters in the cotton supplied by the convertor for conversion will be checked and yarn recovery will be decided as per following parameters:

- i) If trash content percentage exceeds 5%, then the cotton will out rightly be rejected.
- ii) If moisture content percentage exceeds 12%, then the cotton will out rightly be rejected.
- iii) If cotton supplied doesn't meet standard quality parameters of raw material as defined at Annexure V, then the cotton will be out rightly rejected.
- iv) Realization will depend upon quality of Raw material and requirement of yarn quality.

PSF / VSF Raw material should be manufactured by renowned Indian suppliers only (like Reliance, Indorama, Bombay Dying, Well Known, etc).

Only **Virgin** quality should be supplied by bidder. Second grade, substandard quality will be out rightly rejected.

Quality of raw material have an important bearing on the product quality and yarn realization therefore the convertor has to provide suitable quality raw material for the processing to achieve the desired results. Above quality parameters are guideline value of cotton to be used for normal quality of yarn to be produced as per industries practice. However any specific requirement for superior quality of yarn might require use of appropriate raw material to meet the strength & IPI required, for which convertor should provide adequate raw material.

In case of any dispute raised by party with respect to running of quality parameters of raw materials, decision may be taken by mills as per policy in consultation with KSTCL HO

However standard realization will be as follows

RECOVERY – COTTON YARN

- I. For every 100 kgs of cotton, the mills will deliver 85 kgs of **carded** yarn or actual whichever is higher with trash content upto 3.0%. If the trash content percentage exceeds 3 %, then the yarn supply will be reduced by 1.3 times against excess trash%
- II. For every 100 kgs of cotton, the mill will deliver 69% of **combed** yarn or actual whichever is higher upto 40s count & 68% or actual whichever is higher above 40s count with accepted trash percentage norms.
- III. However in case slightly lower quality of supplied raw material, but within tolerance limits , if convertor asks to run the same, additional 2 Rs / Kg will be charged extra for upkeep of machinery in good condition and Yarn recovery & quality so produced should be binding to the converter.

POLYSTER AND VISCOSE

- i) 96% depending upon mill conditions.

- ii) For PC CARDED / COMBED (80/20, 70/30, 67/33, 52/48, 48/52, etc): On pro rata basis as per proposed realization above in case of PSF / VSF / Cotton mixing.
- iii) In case of Blending, Blend will be considered at blow room stage only.

The above realization of yarn is specified with the assumption that the cotton contains trash content upto 3.0%. If the trash content percentage exceeds 3% then for every one percent increase in trash content the yarn realization will come down by 1.3 times.

The above realization of yarn is specified with the assumption that the cotton contains moisture content upto 8.0%. If the moisture content percentage exceeds 8% then for every one percent increase in moisture content the yarn realization will come down by 1.0 times.

Quality of the yarn should be as mutually agreed or as accepted in domestic markets.

If the mill gets more realization over and above the specified limit, the actual quantity of yarn will be delivered to the tenderer on receipt of the conversion charges. All type of remnants /waste / Micro dust etc received during conversion will be returned back by the mills to the convertor. Balance packing material etc of cotton / VSF / PSF etc. will also be returned by the mills to the convertor after proper reconciliation. Final reconciliation should be signed by Mill and convertor.

19. SPINNING OF CHANGED COUNT

Tenderers were allowed to take up spinning of changed count (which is not covered under the agreement for job work) only in exceptional circumstances. The rate for the changed counts will be calculated as case applicable keeping not less than level of contribution per spindle shift.

20. PACKING OF CONVERTED YARN

Packing will be either neutral packing or as per brand / packing instruction of the bidder. Name of the Manufacturing Mills may also be printed / added on the bag / carton if agreed by bidder. No complaints / legal action will be entertained in case of neutral packing or brand / packing instruction of the bidder

21. REJECTION & PENALTY

In case of non-supply / delayed supply / interruption in supply of raw material resulting in disruption / stoppage of production activities, KSTCL will charge full conversion cost except variable portion of power cost on the lost production on every 1st & 15th of the month based on daily production considering average of last month production.

In case if the penalty amount becomes more than Security Deposit then the same amount shall be adjusted from the convertor material such as raw material, Work-in process & Finished goods lying in the mill.

If the cotton supplied from the party for spinning job work is rejected, the party should take away the rejected lot within 20 days after which godown rent / storage charges at Rs.10/- per bale per day shall be charged till next 15 days from 21st Day & at Rs.15/- per bale per day shall be charged afterwards. KSTCL shall have right to sell un lifted goods in the market to adjust / recover the dues on account of conversion charges, storage charges or any other charges dues payable to the mills, after 90 days.

Transportation charges will be borne by Convertor, if cotton bales rejected

Rejected lots will be lying in the mill premises at the risk and cost of convertor and KSTCL will not be responsible for any losses on any account

Any other terms and conditions in the interest of the organization as per merit of each case and as required under local conditions shall also be incorporated after due approval of competent authority.

If convertor fails to lift the finished goods within maximum period of 3 months, mills shall have right to sell un lifted goods in the market to adjust / recover the dues on account of conversion charges, storage charges or any other charges dues payable to the mills.

After raising invoice, the convertor shall take delivery of yarn within 15 days and no carrying / storage charges shall be levied. For next 15 days the charges shall be Rs 6 per bag/day and after 30 days the charges will be Rs. 10 per bag/day from the 16th day onwards as carrying / godown charges.

22. CARRYING / STORAGE CHARGES / DELIVERY

After raising invoice, the convertor shall take delivery of yarn within 15 days and no carrying / storage charges shall be levied. For next 15 days the charges shall be Rs 6 per bag / day and after 30 days the charges will be Rs. 10 per bag/day from the 16th day onwards as carrying / godown charges.

23. PAYMENT TERMS

Rates of conversion charges for job work (within the directives of CVC) would be charged from convertors and would be valid for the contracted quantity. On the expiry of the contracted period, the loose raw material in process will be converted into yarn by the mills and in such cases the mills will charge the conversion rate of the existing contract or the rates finalized during the next contractual period whichever is higher or will return the same if contract is not renewed. The mill will raise invoice for the job work / conversion charges of yarn immediately on production of 150 bags. Payment of such invoice shall be

made by party within 05 working days from the date of invoice failing which interest @12 % p.a. shall be charged from 6th day from the party. The delivery should be made only after payment has been received for conversion charges, storage charges, GST, TDS etc as applicable.

24. HANK YARN OBLIGATION (H Y O)

The convertors will be held responsible for the fulfillment of Hank Yarn Obligation (H Y O) for yarn got converted by them and if the convertor is not ready to take this responsibility on themselves then the mills will collect some fixed amount not less than Rs.0.60 per Kg or equivalent to the market rate for the purchase of HYO from the market, whichever is higher on their behalf so as to complete the HYO.

25. VALIDITY OF OFFER

Validity period for the tender will be 90 days from the opening date. No reduction in the tendered rate will be allowed during the period of validity of the tender or the extended period.

26. CONTRACT PERIOD

The period of contract will be maximum of 90 days from the date of signing contract.

27. INSURANCE

The successful bidder should arrange the transit insurance of the raw material and finished goods at their cost.

28. EXECUTION OF AGREEMENT

The successful tenderer / convertor will have to sign an agreement in stamp paper not less than ₹ 200, with KSTCL incorporating the terms and conditions in the tender while accepting the order.

29. NON - PERFORMANCE OF CONTRACT / CANCELLATION OF CONTRACT - RIGHTS OF THE KSTCL

The KSTCL reserves the right to cancel the contract if the convertor fails to fulfill the terms and conditions of the contract specifications and also if the payments are not made in accordance with the schedule, as indicated by KSTCL. KSTCL also reserve the right to forfeit the SD in the above case.

30. FORCE MAJEURE CONDITION

If during the existence of the contract, either party is unable to perform in whole or in part any obligations under this contract due to conditions / circumstances outside the contracting parties' control such as (but not limited to) War, Hostility, Military Operation or Civil Commotion, Sabotage, Quarantine Restrictions, Acts of God and of Govt. (including but not restricted to prohibition of exports or imports), Fires, Flood, Explosions, Epidemics, Strikes and any other labour trouble, Embargoes, then the date of fulfillment of any obligations, engagements shall be postponed during the time such circumstances are operative. If operation of such circumstances exceeds three months, either party shall have the right to refuse further performance of the contract, in such case neither party shall have the right to claim eventual damages. The party, which is unable to fulfill its obligations under the present contract within 15 days of the occurrence of any of the causes mentioned above, shall inform the other party of the existence or termination of the circumstances preventing the performance of the contract. Certificate issued by the Chamber of Commerce or concerned Governmental authorities in the country from where the goods are to be sold or that of the buyer as the case may be shall be sufficient proof of the existence of the above circumstance and their duration. Non-availability of material and finance other than the conditions indicated above will not be an excuse to the tenderer for not performing the obligations under this contract.

31. DISPUTE RESOLUTION

Performance of the Contract is governed by the terms and conditions of the Contract. However at times dispute may arise about any interpretation of any term or condition of Contract including the scope of work, the clauses of payments etc. In such a situation either party of the contract may send a written notice of dispute to the other party. The party receiving the notice of dispute will consider the Notice and respond to it in writing within 30 days of receipt, If that party fails to respond within 30 days, or the dispute cannot be amicably settled within 60 days following the response of that party, then the second sub-clause of 'Dispute Resolution' shall become applicable.

In case of dispute arising between the KSTCL and the convertor / bidder, which cannot be settled amicably, the said dispute shall be referred for arbitration. Such disputes shall be referred to the MD of KSTCL, who shall appoint an arbitrator for deciding the dispute(s). The Indian Arbitration and Conciliation Act, 1996 and any statutory modification or re-enactment thereof, shall apply to these arbitration proceedings. Arbitration proceedings will be held at Thiruvananthapuram. The decision of the arbitrator shall be final and binding upon both the parties. All arbitration awards shall be in writing and shall state the reason for the award. The expenses of the arbitration as determined by the arbitrator shall be borne by the convertor / bidder. However, the expenses incurred by each party in connection with the preparation, presentation shall be borne by the party itself.

32. LIABILITY OF GOVT. OF KERALA

It is expressly understood and agreed by and between the TENDERER and the KSTCL that the KSTCL is entering into this agreement solely on its own behalf and not on behalf of any other person or entity. In particular, it is expressly understood and agreed that the Govt. of Kerala is not a party to this agreement and has no liabilities, obligations or rights hereunder. It is expressly understood and agreed that the KSTCL is an independent entity with power and authority to enter into contracts solely in its own behalf under the applicable laws of India and general principles of Contract Law. The TENDERER expressly agrees, acknowledges and understands that the KSTCL is not an agent, representative or delegate of the Govt. of Kerala. It is further understood and agreed that the Govt. of Kerala is not and shall not be liable for any acts, omissions, commissions, breaches or other wrongs arising out of the contract. Accordingly, the TENDERER hereby, expressly waives, releases and foregoes any and all actions or claims, including cross claims, impleader claims or counter claims against the Govt. of Kerala arising out of this tender and covenants not to sue the Govt. of Kerala as to any manner, claim, cause of action or thing whatsoever arising under this tender.

33. ARBITRATION

All dispute or differences whatsoever arising between the parties out of or relating to the supply of materials, meaning and operation or effect of this contract or the breach thereof shall be settled by arbitration, before a sole arbitrator, to be appointed by the KSTCL, in accordance with the provisions of the Arbitration and Conciliation Act, 1996 and the venue of the Arbitration will be at Thiruvananthapuram and the award made in pursuance thereof shall be binding to the parties.

34. LEGAL JURISDICTION

If any dispute arises, the parties can seek legal remedies by approaching the competent Civil Courts only at Thiruvananthapuram in the state of Kerala - India. No other Civil Courts other than Thiruvananthapuram in the state of Kerala will have the jurisdiction to entertain such case / dispute.

S/d-
General Manager (Technical / Commercial)
Kerala State Textile Corporation Ltd.

ANNEXURE – I

DOCUMENTS TO BE ATTACHED

TENDERER SHALL FILL UP & UPLOAD THE PARTICULARS AS PER THE TENDER CONDITION IN COVER I WHEREVER APPLICABLE

Sl. No.	Particulars	Enclosed/ Not Enclosed / Not Applicable
1	Authorization for signatory	
2	Copy of the partnership deed / agreement duly attested by the notary public wherever applicable.	
3	Corporate Identity Number (CIN) / Company Registration Number as the case may be.	
4	Name and Address of the Members of the Present Board of Directors' wherever applicable	
5	Certified copy of Memorandum and Articles of Association wherever relevant	
6	Copy of GST Registration number	
7	Copy of PAN card	
8	Copy of audited financial statement with schedules as per the tender condition.	
9	Proof of eligibility of work experience	
10	Signed Copy of All Pages of NIT	
11	Annexure I	
12	Annexure II	
13	Annexure III	
14	Annexure IV	
15	Annexure V	

ANNEXURE – II

To

**M/s Kerala State Textile Corporation Ltd,
Thiruvananthapuram**

Dear Sir,

Sub: Running Prabhuram Mills on JOBWOKR CONVERSION METHOD

Ref: 1. Tender No: dated

I / We _____ hereby declare I / we are not involved in cases charged by vigilance & Anti-Corruption Bureau or similar entities in India or elsewhere or having tie up with firms which involved in cases charged by Vigilance & Anti-Corruption Bureau or similar entities in India or elsewhere.

Thanking you,
Yours faithfully,

Signature of the Tenderer with Date and Seal

Full address / phone no. / Mobile no. / Fax / e-mail

ANNEXURE – III

To

**Kerala State Textile Corporation Ltd,
Thiruvananthapuram**

Dear Sir,

Sub: Running Prabhuram Mills on JOBWORK CONVERSION METHOD

We..... (Tenderer / Bidder / Principal's Name) hereby exclusively / non exclusively authorize (Firm / Person Name) having Reg. No , in the following address and Contact Person (Name) with contact No (country code, land line, mobile no.)

ADDRESS :

Contact Person :

Contact Number :

to bid and sign on behalf of us to M/s Kerala State Textile Corporation Ltd, Thiruvananthapuram, Kerala.

a) This is an Exclusive Authorization Yes / No (Please tick whichever is applicable)

Thanking you,
Yours faithfully,

Signature of the Tenderer with Date and Seal

Full address / phone no. / Mobile no. / Fax / e-mail

ANNEXURE – IV

The details of machinery and other particulars of mill

A)

Name of Mill - **Prabhuram Mills**
GSTIN - 32 AAACK 9892P 4ZP
Address - Kotta PO
 Karakkad, Chengannur, Alappuzha Dist, Kerala
 PIN 689504.

Sl.No.	Machinery	Make	Total Installed Capacity	Remarks if Any
1	Blow room	Trumac	1 nos	Scutcher
2	Card	Trumac	5 nos	Trumac DK 800
3	Simplex	LMW	360 Spindles	LF1400
4	Spinning	Hongji	3888 Spindles	Shanxi Hongi
		LMW	1296 Spindles	G5/1
		Texmaco	1792 Spindle	Texmaco High spin
		RKI	8800 Spindle	RKI
5	Winding	Textool	320 Drums	Textool
		Savio Auto Coner	160 Drums	Savio Auto coner Ecopulsur Plus

Possible Count Range that can be manufactured at mill;

- **In PC/ Blend Yarn – Ne 40s to 72s**

ANNEXURE – V

Raw material (Cotton / PSF / VSF): Guideline for Cotton Quality parameters for different count range is as follows:

Count & Mixing	2.5% SL	UR%	Trash%	Mic Range	GPT (Min)	Moisture Content
P/C Counts Up to 66s	29 mm & Above (Allowance -1 mm Maximum)	46 & Above	<3 % up to 5 %	3.0 to 4.5	21 - 23	<8 % upto 12% (Max)
P/C Counts above 66s	30 mm & Above (Allowance -1 mm Maximum)	46 & Above	<3 % up to 5 %	3.0 to 4.5	22 - 23	<8 % upto 12% (Max)
Cotton 24 to 36s	27 & Above (Allowance -1 mm Maximum)	46 & Above	<3 % up to 5 %	3.0 to 4.5	21 & above	<8 % upto 12% (Max)
Cotton 37s - 59s Carded & Combed	29 & Above (Allowance -1 mm Maximum)	46 & Above	<3 % up to 5 %	3.2 to 4.5	22 & above	<8 % upto 12% (Max)
Cotton 60s/61 Carded & Combed	30 & Above (Allowance -1 mm Maximum)	46 & Above	<3 % up to 5 %	3.2 to 4.5	23 & above	<8 % upto 12% (Max)
Cotton 62s - 79s Carded & Combed	32 & Above (Allowance -1 mm Maximum)	46 & Above	<3 % up to 5 %	3.0 to 4.5	23.0 & above	<8 % upto 12% (Max)
Cotton 80s to 100s Combed	33 & Above (Allowance -1 mm Maximum)	47 & Above	<3 % up to 5 %	3.0 to 3.5	26 & above	<<8 % upto 12% (Max)
Cotton 100s - 119 Combed	34 & Above (Allowance -1 mm Maximum)	47 & Above	<3 % up to 5 %	2.8 to 3.5	28 & above	<<8 % upto 12% (Max)
Cotton 120s to 150s Combed	37.5 & Above (Allowance -1 mm Maximum)	47 & Above	<3 % up to 5 %	2.8 to 3.5	30 & above	<8 % upto 12% (Max)