

Tender No. CB/001/2024-25

Date:08.08.2024

E-TENDER DOCUMENT

NOTICE INVITING TENDER

SUPPLY OF COTTON FIBRE OF 29mm & 30mm IN BALE FORM

(For various Spinning Mills in Kerala)

By

COTTON BOARD

(A BOARD CONSTITUTED BY GOVERNMENT OF KERALA FOR THE
PROCUREMENT OF COTTON FOR THE SPINNING MILLS UNDER THE
ADMINISTRATIVE CONTROL OF GOVERNMENT OF KERALA)

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1. PREAMBLE OF TENDER

Cotton Board, is a fully independent Board constituted by Government of Kerala for the procurement of Cotton for the Spinning mills owned by Government of Kerala vide G.O. (Rt) No: 1310/2022/ID dated 17/12/2022. The Cotton Board is meant for procuring good quality cotton as fiber at competitive rates.

Tenders are invited by e-tender mode in two bid system (Technical and Financial (Price) bid) for the supply of cotton Fiber in Bale form for the Spinning Mills located various places in Kerala under Government of Kerala, by adhering to the specification below, and for finalizing the tender:

Tenders indicating the lowest rate (Free Mill Delivery rate – FMD) could be made available by uploading on 29/08/24 by 05.00PM. Technical Bid will be opened at 31/08/24 by 10.00AM at the Office of Cotton Board. Financial bid opening and price negotiation will be done as per the CVC norms, with **Lowest Quoted Bidder(s)**. Negotiations will be done (if found necessary) with the second lowest and third lowest quoted bidder(s) if they are ready to supply at the lowest quoted rate. The price negotiation will be done with authorized representative who is present for the tender meeting on the scheduled date. Further, this is an e-procurement system, and the system shall allow online negotiations with the vendors through sending online requests for negotiations from bidders.

The Bidders could be a manufacturer / supplier or an approved agent / authorized agent who can supply good quality cotton in bulk. MSME registered firms are eligible for exemption of EMD (proof of registration certificate to be uploaded in cover / MSME registered firm). If the bidder does not fall under exempted category, then the bidder shall pay an EMD of Rs.6,50,000/- and a tender form cost of ₹29,500/- (Rupees Twentynine thousand five hundred only) inclusive of 18% GST, which is nonrefundable through E-payment mode. The last date for submission of tender is at **05P.M on 29th August 2024**. An online/offline meeting for clarification of doubts if any, will be held at **9.30 AM on 21st August 2024**. For sending the link to participate in the meeting the prospective bidders are requested to send their valid email ID and mobile number to Email ID of cotton Board- cottonboardfm@gmail.com. The Tenderer should have valid Digital Signature Certificate (DSC) with Class III encryption issued by authorized agencies for participating in the e-tender.

The location details of Spinning Mills under Government of Kerala are as below;

Sl. No.	Name of Spinning Mills	Location (District)	Approximate Distance from Walayar by road in km*	Approximate Distance from Mangalore by road in km*
1	The Quilon Co-operative Spinning Mills Ltd	Kollam	315	547
2	The Alleppey Co-operative Spinning Mills Ltd	Kayamkulam Alappuzha	249	504
3	Prabhuram Mills	Chengannur Alappuzha	245	510
4	Komalapuram Spinning and Weaving Mills	Alappuzha	206	462
5	Kottayam Textiles	Ettumaanoor Kottayam	198	456
6	The Priyadarshini Co-operative Spinning Mills Ltd	Meenadam Kottayam	212	476
7	K. Karunakaran Memorial Co-operative Spinning Mills Ltd	Mala Thrissur	351	85
8	Sitaram Textiles Ltd	Thrissur	351	85
9	The Thrissur Co-operative Spinning Mills Ltd	Vazhani Thrissur	351	85
10	The Malappuram Co-operative Spinning Mills Ltd	Malappuram	110	278
11	The Malabar Co-operative Textiles Ltd	Kuttippuram Malappuram	110	278
12	Edarikkode Textiles	Kottakkal Malappuram	110	278
13	Malabar Spinning and Weaving Mills	Naduvannur Kozhikode	152	232
14	The Cannanore Co-operative Spinning Mills Ltd	Kannur	242	144
15	Uduma Textile Mills	Uduma Kasaragod	310	53

*The exact distance will be available using google search.

Uduma Textile Mills is situated in the northern part of Kerala, and Quilon Co-operative Spinning Mills is situated in the southern part. The distance between these two mills is approximately 500 km and the other mills are located in between these Mills. The average distance within Kerala may be considered as

250 kms. The party may quote at mill delivery rates considering the transporting costs accordingly.

2. SHORT TITLES USED IN THE TENDER DOCUMENT

Sl. No.	Short Title	Expansion
1	CB	Cotton Board
2	Tenderer	Tenderer means the party who makes a formal offer in pursuance of the tender floated.
3	Successful Tenderer	Successful Tenderer means the tenderer who becomes successful through the Tender process.
4	Day	A day means a calendar day
5	Buyer	Buyer means Cotton Board
6	Cost	Cost means the total cost to be incurred by the buyer.
7	Material	Cotton Fiber in Bale Form
8	NIT	Notice Inviting Tender
9	SPM	Store Purchase Manual
10	Lot	A load of cotton with minimum of 100 bales
11	C V C	Central Vigilance Commission
12	E M D	Ernest Money Deposit
13	S D	Security Deposit

3. SALIENT FEATURES OF THE TENDER

SUPPLY OF COTTON		
1	Tender Inviting Authority, Designation and Address	Fund Manager Cotton Board, USRA-54, Udarasiromani Road, Vellayambalam, Thiruvananthapuram. Pin- 695010
2	Name of the Work / Service	Supply of 29mm & 30mm Cotton Fiber in bale form having an approximate weight of 170 Kgs per bale
3	Tender reference No.	<u>CB/001/2024-25</u>
4	Material	Cotton Fiber in bale form having an approximate weight of 170 Kg per bale
5	Quantity	Candy
6	Place of Delivery	Various spinning mills located in Kerala as mentioned above if transportation by road or rail
7	Delivery Schedule	As per Purchase Order
8	Earnest Money Deposit	Rs.6,50,000/- (Rupees Six lakhs fifty thousand only) or unconditional irrevocable bank guarantee for equivalent amount. MSME registered firms are eligible for exemption of EMD
9	Security Deposit	EMD of successful Tenderer will be converted to Security Deposit. MSME have to remit the security deposit of 1% of the cost of material to be purchased or unconditional irrevocable bank guarantee for the equal amount.
10	Tender Document Fee	₹29,500/- (Rupees Twenty-nine thousand five hundred only) and nonrefundable
11	Tender Documents Available	As mentioned in the Tender details (www.etenders.kerala.gov.in)
12	Tender Opening Place	Office of the Cotton Board

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 Notice Inviting Tender:** NIT will be available for free download on www.etenders.kerala.gov.in. However, tender document fees shall be payable at the time of bid submission as stipulated in this tender document.
- ii. **Provision for clarification, if any** An online/offline meeting for clarify doubts if any, will be held at **9.30 AM on 21st August 2024**. For sending the link to participate in the meeting the prospective bidders are requested to send their valid email ID and mobile number to email ID of cotton Board cottonboardfm@gmail.com.
- iii. **Publishing of Corrigendum:** All corrigenda shall be published on www.etenders.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 Cotton Board, Thiruvananthapuram, Kerala, India.
- b) Tender document may be downloaded from www.etenders.kerala.gov.in. The documents as per the requirements of the Notice Inviting Tender. shall be uploaded in the above E Portal on NIC platform, duly filled.
- c) Any offer made in response to this E-tender, when accepted by CB, Thiruvananthapuram by means of Award of Contract (AOC) in the Portal will constitute a contract between the parties.
- d) Tender documents should be filled in English. There should not be any overwriting/corrections in the bids.
- e) Tender submission is in 2 – part system. Part I is Techno-Commercial Bid and Part II is for Price bid.
- f) 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. The price is to be quoted in the Price bid only.
- g) Tender document is to be submitted by the Authorized Signatory of the firm.
- h) All Tenders should be submitted through the NIC Portal cited at the beginning of this Tender document. Tenders submitted after the date & time specified in the NIT will not be accepted unless the date and time is extended through a corrigendum in the NIC portal. Incomplete tenders will not be eligible for further processing.
- i) 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.
- j) On the date scheduled for bid opening, only the Techno – Commercial bid (Part-1) will be opened. The tenderers will get automatic e-mail / SMS alerts from the NIC portal about the status of tendering process. The facilities of tenderers and documents will be inspected and certified by the representatives of CB.
- k) The Financial bid (Part 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.

- l) Any modification on the due dates will be announced through a corrigendum in the NIC portal by CB.
- m) Participation and bidding in this tender shall be treated as 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.
- n) **During the period stipulated for putting the bids, the tenderer will not be able to modify the bids already submitted. However, in case the tenderer wishes to alter the rates before the due date for submission, the tenderer can put a fresh bid. The latest bid of the tenderer will be considered by the NIC e-procurement system.**
- o) Bidders are to quote only for the items mentioned in the Technical Specification as mentioned in the Notice Inviting Tender (NIT).
- p) Bidders are expected to supply the items as per the specifications, terms and conditions of NIT.
- q) The price bid should be given as part II which contains BOQ.
- r) This Notice Inviting Tender will form part of the tender document and the agreement executed by the successful bidder.

Critical Dates to remember;

Sl. No.	Particulars	Date	Time
1	Tender Publishing Date	08/08/24	11.00 A.M
2	Tender Document Download Start Date	08/08/24	02.00 P.M
3	Online/offline Meeting for clarifications, if any (pre-bid meeting)	21/08/24	09.30 A.M
4	Tender Submission Start Date	22/08/24	09.00 A.M
5	Tender submission End Date	29/08/24	05.00 P.M
6	Tender Opening Date	31/08/24	10.00 A.M

6. RIGHTS OF THE COTTON BOARD

- 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 suppliers 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.
- c) CB has the right to issue the Purchase Order based on the results of the tender
- d) CB will not accept directly or indirectly any influence from anyone with respect to this tender. Any such attempt will lead to disqualification of the bid of the tender.

7. ELIGIBILITY CRITERIA FOR PARTICIPATING IN THE COTTON PURCHASE TENDER

- a. The bidder should be a member of the Cotton Association of India. A proof to this effect shall be attached.
- b. The turnover of the bidder during the previous financial year should be more than INR 10 crores as per financial statements certified by a Chartered Accountant.
- c. The bidder should have purchased / sold a minimum quantity of 2500 candies of cotton during the previous financial year. The documentary proof should be duly certified by a Chartered Accountant.
- d. The bidder should not be a convict or in the list of accused in a charge sheet in criminal cases filed before any court, including cases under the Prevention of Corruption Act. An affidavit duly attested by a Notary Public should be submitted to this effect.

8. DETAILS MANDATED IN THE TECHNO-COMMERCIAL BID

- a) Address of the registered office.
- b) GST Registration number and PAN
- c) If the tenderer is an authorized representative of a Manufacturer, they must upload the documents authorizing them to quote on their behalf as per **Annexure– III** (as part of the tender document).
- d) The bidder should have purchased / sold a minimum quantity of 2500 candies of cotton during the previous financial year. The documentary proof should be duly certified by a Chartered Accountant.
- e) The bidder should be a member of the Cotton Association of India. A proof of this effect shall be attached.
- f) The turnover of the bidder during the previous financial year should be more than INR 10 crores as per financial statements certified by a Chartered Accountant.
- h) The bidder should not be a convict or in the list of accused in a charge sheet in criminal cases filed before any court, including cases under the Prevention of Corruption Act. An affidavit duly attested by a Notary Public should be submitted to this effect.
- i) Tenderer shall sign all pages of the NIT as a token of acceptance of the Scope of Supply and all the Terms and conditions mentioned in the tender notice.

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.

9. FINANCIAL BID

The Part II 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. Financial bid of technically qualified bidder will be the base

for considering the lowest price. The Price quoted shall be valid for 30 days.

The rate shall be furnished per candy at mill go-downs landed inclusive of all incidentals and including taxes and duties, if any.

The bidder can quote only in INR. Bids quoted in contravention will not be considered. In the event of suppliers matching the lowest quote, priority will be given to the bulk suppliers with the intention to ensure uninterrupted supply and risks. The validity of the quoted rate shall be kept firm till the completion of the ordered quantity.

10. Option for re-tendering:

During the period of supply, if the spot rate (price per candy of Cotton) in the Cotton Corporation of India during the period of supply stated in the purchase order is less by more than 5% of the price accepted by the Cotton Board, re-tendering will be done by the Cotton Board.

On the other hand, if the spot rate (price per candy of Cotton) in the Cotton Corporation of India during the period of supply stated in a purchase order is more by more than 5% of the price accepted by the Cotton Board, penalty for delay will not be charged up to 14 days from the anticipated date of receipt of cotton as mentioned in the purchase order OR till the date on which the spot rate (price per candy of Cotton) in the Cotton Corporation of India decreases to the threshold price (i.e. more than 5% of the price accepted by the Cotton Board), whichever is earlier.

11. Modality for remitting Earnest Money deposit

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 INR 6,50,000/- OR unconditional irrevocable bank guarantee for the equal amount. On awarding of the tender, this amount will be converted to Security Deposit in case of successful bidder(s). The bank guarantee will be returned after successful completion of contracted quantity. Bidders shall pay the required fee towards EMD and tender form cost 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. 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. MSME Registered firms are eligible for exemption of EMD. Proof of registration to be uploaded in Part I for MSME registered firm.

Earnest Money Deposit will be forfeited if the party fails to supply the entire quantity within the validity period of 30 days. Tenders quoted without EMD will not be considered.

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

The Earnest Money Deposit (EMD) / Security Deposit (SD) will not bear any interest.

12. SECURITY DEPOSIT.

EMD will be converted into security deposit for the successful bidder and the same will be returned after completion of the entire supply. In case of EMD exempted bidder (MSME), the tenderer should deposit equivalent amount of EMD as a security deposit or unconditional irrevocable bank guarantee for the equal amount.

13. TENDER FORM FEE

₹29,500/- (Rupees Twenty-nine thousand five hundred only) inclusive of 18% GST) shall be paid as the cost of the tender form. The tender form fee is not refundable.

14. AWARD OF CONTRACT

The bidder who offers lowest price (L1) will be considered as the L1 bidder. 60% of the tendered quantity will be awarded to the L1 bidder after negotiations with the bidder following opening of commercial bids. The L2 & L3 bidders in this order, will be given the opportunity to supply 40% of the tendered quantity, provided they match the L1 bid. This is to mitigate the risk of monopoly in supply. In case of inability of L2 & L3 bidders to accept this offer, the entire quantity will be awarded to the L1 bidder.

15. **TECHNICAL SPECIFICATIONS**

Guidelines for fixing Cotton Parameters

Sl. No.	Parameters	29mm	30mm
1	2.5 % span length (mm)	29 & above	30 & above
2	Uniformity Ratio (%)	47 & above	47 & above
3	Trash (%)	Below 3	Below 3
4	Micronaire range (micrograms per inch)	3.6 to 4.20	3.50 to 4.00
5	Bundle strength (minimum grams/ tex)	22	23
6	Moisture Content (%)	<8	<8
7	R D Value	≥73	≥73
8	Colour Grade	≤32.6	≤32.6

16. **TOLERANCE / PENALTY/ DEDUCTION AND REJECTION**

If the supplier provides cotton with parameters lower than the specified parameters, deductions will be made from parties as under:

Parameters	Deduction INR per Candy	Per unit of variation	Maximum deviation allowed	Total Deduction (Rs)
Length	80	0.1 mm	-0.5 mm	400
Micronaire	150	0.05	0.10	300
Strength (GPT)	160	0.5	-1.25	400

Maximum moisture content allowed in the supplied cotton is 8%. 50 candy will be considered as one lot for moisture checking. The lot consisting of 50 candy will be rejected if the moisture content is more than 10%. For the lot having more than 8% of moisture, deductions will be made at $1.1 \times (\text{Actual Moisture\%} - 8\%)$ based on cost of lot. A trash of 1.5% higher than the specified level will be accepted. Beyond this limit cotton will be rejected. A deduction at 1.3 times the excess trash percentage based on cost of the lot. (Basis: Policy of NTC for purchase of Cotton).

The cotton which does not confirm to the specifications and tolerance limits after aforesaid Quality Assurance tests will be summarily rejected. In case of rejection of lots, the transporting charges to lift the rejected lots will be borne by the supplier. For non-lifting of the rejected lots within 15 days of intimation by the Cotton Board, a godown rent of INR 40/- per bale per day will be applicable for next 15 days and thereafter, and INR 80/- per bale per day will be applicable if the rejected lots are not lifted for during the next 90 days. The rejected lots will be laying in the mill premises at the risk and

cost of the supplier and the Cotton Board will not be responsible for any loss on any account.

At the event of rejection of any lot, a replacement request will be generated by the Cotton Board and communicated to the supplier within 48 hours with a time limit of 15 days from the date of replacement request for replacement of the lot.

Cotton Board shall be at the liberty to dispose / sell the rejected lot if it is not taken back by the bidder within 120 days from the date of receipt of the rejection report by the bidder.

If the supplier sends inferior cotton beyond the specified acceptable parameters in the purchase order on more than three occasions, the supplier will not be considered for two years.

17. RISK PURCHASE

In the event of Cotton Board terminating the contract in whole or in part due to poor performance of the Tenderer, CB may procure on such items and in such manner as Cotton Board deems appropriate, supplies similar to those so terminated and the tenderer shall be liable to the Cotton Board for any excess costs for similar supplies. However, in case of part termination of contract by the Cotton Board, the Tenderer shall continue the performance of the contract to the extent it is not terminated under provisions of this clause. In case the mill is forced to shut down due to non availability of material, the tenderer shall be liable to compensate the production loss during that period.

18. WEIGHMENT OF COTTON BALES

- The weighment details shall be submitted by the supplier along with the supplied lots.
- Mills/ persons responsible at mill level will check the moisture content and weighment of cotton.
- If the destination weight is found to be more than the Invoice weight, the payment shall be restricted up to the Invoice weight.
- In case the destination weight is found to be less than the invoice weight, the destination weight shall be final for the purpose of payment.

19. QUANTITY

Quantity : 29mm - 600 Candies, 30 mm - 550 candies

20. DELIVERY

- The detailed delivery schedule will be provided along with Award of Contract.
- For option 1 & 2 delivery should be made at the godowns of the spinning

mills in Kerala as per the Purchase Order.

- The dispatch from the point of origin should be within five days and the balance should be dispatched in intervals not exceeding 7 days. Supply of the contracted quantity should be completed within 30 days from the date of receipt of purchase order. No variation in the contracted quantity and price will be allowed during the period of validity of the purchase order.
- In a lot, the bale should have number in sequence along with lot number, individual bale weight, station and press running number.

21. Quality assurance

The sampling and quality tests of the Cotton to be despatched will be subject to analysis by the Third-Party Quality Assurance Agency at the point of despatch, in accordance with the specifications mentioned in the tender document. A copy of the quantity and quality test report (third party quality assurance report) should be submitted along with the invoice for effecting payment of 50% of the purchase value through Letter of Credit (LC).

The quantity received will be checked and authenticated by the agency / officers designated by the respective Mills. The quality will be checked in the Centre for Applied Research and Development in Textiles (CARDT), Alappuzha within 7 days from the date of receipt of goods. If there is a difference in quality parameters with reference to the Third-Party Quality Assurance Agency, the sample taken jointly at the instance of the Cotton Board and the supplier within 5 days will be tested in SITRA before the balance payment of 50% is released deducting penalty, if any, based on allowances permitted in the tender document. The re-test report from SITRA expected to be obtained within a further period of 7 days will be binding on both the parties.

The re-testing charges to SITRA will have to be borne by the supplier. For sampling a minimum 10% of the cotton despatched / received (from 10 bales) to be randomly selected out of 100 bales (50 candy), which constitute a lot will be taken. Three sets of samples as above will be drawn for the purpose of testing. Samples will be tested in High Volume Instrument (HVI) machine in International Calibration Cotton (ICC) mode.

22. PAYMENT TERMS

- 50% of the payment for each lot will be made through Letter of Credit from a commercial / scheduled bank, based on the test report at the place of origin.
- Balance 50% will be made based on the test report at the destination

23. VALIDITY OF OFFER

Validity period for the tender will be 30 days from the opening date. No enhancement in the tendered rate will be allowed during the period of validity of the tender or the extended period.

24. NON-PERFORMANCE OF CONTRACT / CANCELLATION OF CONTRACT

The Cotton Board reserves the right to cancel the contract if the quality of material delivered falls below the required specifications and also if the deliveries are not made in accordance with the delivery schedule, as indicated by Cotton Board. The Cotton Board also reserve the right to forfeit the SD in the above case.

25. LIQUIDATED DAMAGES FOR DELAY IN DELIVERY

For every seven days from the last date given in the purchase order, a penalty amounting to 0.5% of the value of the purchase order will be charged.

26. 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. namely 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. In such cases the matter will be referred to Government for a settlement. 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 for necessary action as above. 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.

27. INSURANCE

The bidder (s) who have been awarded the contract should arrange the insurance of the consignment at their cost.

28. LIABILITY OF GOVERNMENT OF KERALA

It is expressly understood and agreed by and between the TENDERER and the Cotton Board that the Cotton Board 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 Government 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 Cotton Board 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 Cotton Board is not an agent, representative or delegate of the Government of Kerala. It is further understood and agreed that the Government 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 Government of Kerala arising out of this tender and covenants not to sue the Government of Kerala as to any manner, claim, cause of action or thing whatsoever arising under this tender.

29. EXECUTION OF AGREEMENT

Once the Purchase Order is accepted by the bidder, it will form the contract.

30. 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 Cotton Board, 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.

31. 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.

**FUND MANAGER
COTTON BOARD**

ANNEXURE –I

DOCUMENTS TO BE ATTACHED

TENDERER SHALL FILL UP & UPLOAD THE PARTICULARS AS PER THE TENDER CONDITION IN COVER 1 WHEREVER APPLICABLE

Sl. No.	Particulars	Enclosed/ Not Enclosed/ Not Applicable
1	Copy of GST Registration/MSME number	
2	Copy of PAN card	
3	Copy of audited financial statement of previous year with schedules as per the tender condition.	
4	Proof of eligibility of supply of 2500 candy in one year	
5	Proof of registration in Cotton Association of India	
6	Manufacture's / Suppliers test report of cotton which is intended for supply	
7	Signed Copy of All Pages of NIT	
8	Annexure I	
9	Annexure II	
10	Annexure III	

(to be prepared in letter head)

ANNEXURE – II

To

**The Fund Manager
M/s Cotton Board,
Thiruvananthapuram**

Dear Sir,

Sub: Supply of 1150 candy of 30mm cotton

Ref: 1. Tender No: CB/001/2024 dated 07/08/2024

I/We, _____ hereby declare am/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

(To be attested by Public Notary)

(to be prepared in letter head)

ANNEXURE – III

To

**The Fund Manager
M/s Cotton Board,
Thiruvananthapuram**

Dear Sir,

Sub: Supply of 1150 candy of 29mm/ 30 mm cotton

We, (Manufacturers/Principal's Name) hereby exclusively/non exclusively authorize(Firm 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 supply cotton produced by us to Cotton Board Ltd, Thiruvananthapuram, Kerala. The logistics of the consignment to mill will be done by us.

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