

General Tender Terms & Conditions for e-Procurement

This tender is an e-Tender and is being published online for Feeding of Fire wood in 8 tonne boiler. The tender is invited in 2 cover system from the registered and eligible firms through e-procurement portal of Government of Kerala (<https://www.etenders.kerala.gov.in>). Prospective bidders willing to participate in this tender shall necessarily register themselves with above mentioned e-procurement portal.

The tender timeline is available in the critical date section of this tender published in www.etenders.kerala.gov.in.

A). Online Bidder registration process:

Bidders should have a Class II or above 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.cca.gov.in. Once, the DSC is obtained, bidders have to register on www.etenders.kerala.gov.in website for participating in this tender. Website registration is a one-time process without any registration fees. However, bidders have to procure DSC at their own cost.

Bidders may contact e-Procurement support desk of Kerala State IT Mission over telephone at 0471-2577088/188/388 or via email: helpetender@gmail.com / etendershelp@kerala.gov.in for assistance in this regard.

B). 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. However, tender document fees shall be payable at the time of bid submission as stipulated in this tender document.
- ii. **Pre-bid meeting:** NIL
- 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.

C). Documents Comprising Bid:

(i). The First Stage (Pre-Qualification or Technical Cover based on 1 cover or 2 cover tender system):

Pre-Qualification or Technical proposal shall contain the scanned copies of the following documents which every bidder has to upload:

1. Preliminary Agreement – Stamp paper worth Rs.200/-
2. Copy of ESI and PF Registration
3. Copy of the GST Registration Certificate
4. Copy of PAN card
5. Duly Signed tender document

The department doesn't take any responsibility for any technical snag or failure that has taken place during document upload.

(ii). The Second Stage (*Financial Cover or as per tender cover system*):

The Bidder shall complete the Price bid as per format given for download along with this tender.

Note: The blank price bid should be downloaded and saved on bidder's computer without changing file-name otherwise price bid will not get uploaded. The bidder should fill in the details in the same file and upload the same back to the website.

Fixed price: Prices quoted by the Bidder shall be fixed during the bidder's performance of the contract and not subject to variation on any account. A bid submitted with an adjustable/variable price quotation will be treated as non - responsive and rejected.

D). Tender Document Fees and Earnest Money Deposit (EMD)

The Bidder shall pay, a tender document fee of Rs.6,500/- (including 18% GST) and Earnest Money Deposit of Rs.36,690/-. The EMD is required to protect the purchaser against risk of Bidder's conduct, which would warrant the forfeiture of security.

Online Payment modes: The tender document fees and EMD can be paid in the following manner through e-Payment facility provided by the e-Procurement system.

State Bank of India Multi Option Payment System (SBI MOPS Gateway): Bidders are required to avail Internet Banking Facility in any of below banks for making tender remittances in eProcurement System.

A) Internet Banking Options (Retail)			
1	Allahabad Bank	22	Kotak Mahindra Bank
2	Axis Bank	23	Lakshmi Vilas Bank
3	Andhra Bank	24	Mehsana Urban Co-op Bank
4	Bandan Bank	25	NKGSB Co-operative Bank
5	Bank of Bahrain and Kuwait	26	Oriental Bank of Commerce
6	Bank of Baroda	27	Punjab and Maharashtra Cooperative Bank
7	Bank of India	28	Punjab National Bank
8	Bank of Maharashtra	29	Punjab and Sind Bank
9	Bassein Catholic Co-operative Bank	30	RBL Bank
10	BNP Paribas	31	Saraswat Cooperative Bank
11	Canara Bank	32	ShamraoVithal Cooperative Bank
12	Catholic Syrian Bank	33	South Indian Bank
13	Central Bank of India	34	Standard Chartered Bank
14	City Union Bank	35	State Bank of India
15	Corporation Bank	36	Syndicate Bank
16	Cosmos Bank	37	Tamilnad Mercantile Bank
17	DCB Bank	38	Tamilnadu Cooperative Bank
18	Dena Bank	39	The Kalyan Janata Sahakari Bank
19	Deutsche Bank	40	TJSB Bank (Erstwhile Thane Janata Sahakari Bank)
20	Dhanalaxmi Bank	41	UCO Bank
21	Federal Bank	42	Union Bank of India

43	HDFC Bank	53	United Bank of India
44	ICICI Bank	54	Vijaya Bank
45	IDBI Bank	55	YES Bank
46	Indian Bank		
47	Indian Overseas Bank		
48	IndusInd Bank		
49	Jammu & Kashmir Bank		
50	Janata Sahakari Bank		
51	Karnataka Bank		
52	Karur Vysya Bank		
B) Internet Banking Options (Corporate)			
1	Bank of Baroda	21	Laxmi Vilas Bank
2	Bank of India	22	Oriental Bank of Commerce
3	Bank of Maharashtra	23	Punjab & Maharashtra Coop Bank
4	BNP Paribas	24	Punjab & Sind Bank
5	Canara Bank	25	Punjab National Bank
6	Catholic Syrian Bank	26	RBL Bank
7	City Union Bank	27	ShamraoVitthal Co-operative Bank
8	Corporation Bank	28	South Indian Bank
9	Cosmos Bank	29	State Bank of India
10	Deutsche Bank	30	Syndicate Bank
11	Development Credit Bank	31	UCO Bank
12	Dhanalaxmi Bank	32	Union Bank of India
13	Federal Bank	33	UPPCL
14	HDFC Bank	34	Vijaya Bank
15	ICICI Bank	35	Axis Bank
16	Indian Overseas Bank		
17	Janta Sahakari Bank		
18	Jammu & Kashmir Bank		
19	Karur Vysya Bank		
20	Kotak Bank		

During the online bid submission process, bidder shall select **SBI MOPS** option and submit the page, to view the **Terms and Conditions** page. On further submitting the same, the e-Procurement system will re-direct the bidder to MOPS Gateway, where two options namely **SBI** and **Other Banks*** will be shown. Here, Bidder may proceed as per below:

- a) SBI Account Holders shall click **SBI** option to with its Net Banking Facility., where bidder can enter their internet banking credentials and transfer the Tender Fee and EMD amount.
- b) Other Bank Account Holders may click **Other Banks** option to view the bank selection page. Here, bidders can select from any of the 54 Banks to proceed with its Net Banking Facility, for remitting tender payments.

**Transaction Charges for Other Banks vide SBI Letter No. LHO/TVM/AC/2016-17/47 – 1% of transaction value subject to a minimum of Rs.50/- and maximum of Rs.150/-*

** Bidders who are using Other Banks option under SBI MOPS Payment Gateway, are advised by SBI to make online payment 72 hours in advance before tender closing time.*

Any transaction charges levied while using any of the above modes of online payment has be borne by the bidder. The supplier/contractor's bid will be evaluated only if payment status against bidder is showing “**Success**” during bid opening.

E). SUBMISSION PROCESS:

For submission of bids, all interested bidders have to register online as explained above in this document. After registration, bidders shall submit their technical bid and financial bid online on www.etenders.kerala.gov.in along with online payment of tender document fees and EMD.

It is necessary to click on “Freeze bid” link/ icon to complete the process of bid submission otherwise the bid will not get submitted online and the same shall not be available for viewing/ opening during bid opening process.

Sd/-

Managing Director

GENERAL CONDITIONS

1. The cost of tender document is Rs.6,500/- (including 18% GST) which is to be remitted through online.
2. The tenderer Must remit EMD of Rs.36,690/- through online.
3. The tenderer should submit a preliminary agreement in the appended form duly executed and signed in stamp paper worth Rs.200/-.
4. An amount of Rs.1,83,450/- should be remitted by the successful tenderer towards the security deposit which will be released only after completion of work. EMD remitted along with the successful quotation can be adjusted against the security deposit. If the successful tenderer fails to remit the Security Deposit and execute an agreement in the prescribed format in stamp paper worth Rs.200/- within 5 days from the date of receipt of our letter of acceptance, the quotation is liable to be rejected and the EMD remitted should be confiscated.
5. The rate quoted should be inclusive of all taxes but excluding GST and it should be firm without any escalation till the orders is completely executed.
6. The tenderer can visit the work site prior to the submission of the quotation and thereafter no increase in the rate shall be entertained on any ground.
7. Any clarification regarding the quotation can be had from the office during the working hours on all working days.
8. The tenderer should have the responsibility to feed the fire woods without any interruption.
9. The tenderer is responsible to ensure full steam pressure throughout the working hours since the wood feeding is directly proportional to the steam production in the boiler.
10. The fire wood should be used for feeding in the boiler and the briquette resort to use only for initial firing if required.
11. The contractor is responsible for any kind of steam fall in the boiler.
12. The tenderer should have a valid ESI and PF registration certificate. All statutory payments including ESI, PF etc. is the responsibility of the contractor. He should provide documental evidence every month to prove the statutory payments failing which the payments will be withheld.
13. The labourers engaged by the tenderer shall not have any relationship with the corporation and shall not be considered as an employee of the company.

14. The operation of wood fired boiler would be happened maximum of 25 days per month and it may be varied as per our requirement.
15. Daily removal of ash from furnace of the boiler as well as from cyclone will also come under the purview of tenderer.
16. The contractor should be responsible for cleaning of fire tubes for boiler on monthly basis.
17. Managing Director reserves the right to accept or reject any or all quotations or invite fresh quotations or recheck any of the above conditions without assigning any reason whatsoever. The decision of the Managing Director will be final and binding on all.

Signature of Tenderer

PROFORMA OF PRELIMINARY AGREEMENT

(To be executed on stamp paper of value Rs.200/- and submitted along with tender).

Preliminary agreement entered into on thisday ofBetween (name of Accepting Authority) (Hereinafter called ACCEPTING AUTHORITY on one part and Shri.....(name and address of the Contractor) (Hereinafter called the Contractor) on the other part for the execution of the agreement as well as the execution of the (NAME OF WORK) And where as the notice inviting tenders it is stated as follows. Before commencing the work of within a week of the date when the acceptance of tender has been intimated to him, the tenderer shall deposit a sum of Rs.....(as per NIT) which shall be treated as security for the proper fulfillment of the same and he shall execute an agreement for the work in the scheduled form of agreement. If he fails to do this or fail to maintain a specified rate of progress, the security deposit shall be forfeited to ACCEPTING AUTHORITY and fresh tenders shall be called for or the matter otherwise disposed. If as a result of such measures due to the default of the tender to pay the requisite deposit sign contracts to take possession of the work any loss to the ACCEPTING AUTHORITY results, the same will be recovered from him as arrears of revenue but should it be a saving to ACCEPTING AUTHORITY the original contractor shall have no claim whatever to the difference. Recoveries to this or any other account will be made from the sum that may be due to contractor on this or any other contracts or under the Revenue Recovery Act or otherwise as ACCEPTING AUTHORITY may decide.

Now therefore these present witness and it is mutually agreed as follows:

1. The terms and condition for the said contract having been stipulated in the said tender form to which the contractor has agreed, a copy of which is appended, and which forms part of this agreement, it is agreed that the terms and conditions stipulated there in shall bind the parties to this agreement, except to the extent to which they are abrogated or altered by express terms and conditions herein, agreed to and in which respect the express provisions herein shall supersede those of the said tender form.
2. The Contractor hereby agree and under take to perform and fulfill all the operation and obligations connected with the execution of the said contract work viz. (NAME OF WORK)
3. If the Contractor does not come forward to execute the original agreement after the said work is awarded and letter of acceptance issued in his favour or commits breach of any of the conditions of the contract within the period stipulated, ACCEPTING AUTHORITY may rearrange the works otherwise or get it done otherwise at the risk and cost of the contractor and the loss so sustained by ACCEPTING AUTHORITY can be realising from the contractor under the Revenue Recovery Act as if arrears of land revenue as assessed, quantified and fixed by an adjudicating authority consisting of ACCEPTING AUTHORITY or any other officer or officers authorised by ACCEPTING AUTHORITY taking into consideration the prevailing rates and after giving due notice to the Contractor. The decision taken by such authorised officer or officers shall be final and conclusive and shall be binding on the contractor.

4. The contractor further agrees that any amount found due to ACCEPTING AUTHORITY under or by virtue of this agreement shall be recoverable from the Contractor from his EMD and his properties, movable and immovable as arrears of land revenue under the provision of the Revenue Recovery Act for the time being in force or in any other manner as ACCEPTING AUTHORITY may deem fit in this regard.

In witness where of Sri....., NAME OF ACCEPTING AUTHORITY and
Sri.....

Contractor, have set their hands on the day and year first above written,

Signed by Sri..... NAME OF ACCEPTING
AUTHORITY

In the presence of witness

1.

2.

Signed and delivered by Sri....., Contractor in the presence of witness.

1.....

2.....