

MALABAR REGIONAL CO-OPERATIVE MILK PRODUCERS' UNION LTD.

KASARAGOD DAIRY ANANDASHRAM P.O, KANHANGAD, KASARAGOD DISTRICT PIN-671 531

BID REF No: KSD/ENGG: PM/415/2020-21/1220, Dated 17.12.2020

BID DOCUMENT FOR THE SUPPLY OF BIOMASS BRIQUETTES FOR THE BOILERS AT KASARAGOD DAIRY

FOR THE PERIOD

From 20-01-2021 to 19-01-2022

2020-21

CONTENTS

DESCRIPTION	PAGE NUMBERS
E-tender Notice	03-05
General terms & conditions for e-procurement	06-09
General terms and conditions	10-11
Form of agreement	12-13

MALABAR REGIONAL CO-OPERATIVE MILK PRODUCERS' UNION LIMITED KASARAGOD DAIRY, ANANDASHRAM P.O, KANHANGAD, KASARAGOD, PIN-671531

E-TENDER NOTICE

Bid Reference	: No:KSD/ENGG: PM/415/2020-21/1220, dated 17.12.2020	
Name of work	: Supply of Biomass Briquettes for the Boilers at Kasaragod -Dairy.	
Estimated Contract Value: Rs.20 Lakhs per Year		
Tender Download	: From- <u>www.etenders.kerala.gov.in</u>	
Document Download	: From 21.12.2020	
Bid Opening on	: 13.01.2021	

Detailed Tender Notice available in our website, **www.malabarmilma.com**

Kanhangad

17.12.2020

Sd/-

DAIRY MANAGER

MALABAR REGIONAL CO-OPERATIVE MILK PRODUCERS' UNION LTD. KASARAGOD DAIRY, ANANDASHRAM P.O, KASARAGOD, PIN-671 531

E-TENDER NOTICE

The Malabar Regional Co-operative Milk Producers' Union Ltd, Kasaragod Dairy invite e-tender from eligible competitive bidders for the supply of **Biomass Briquettes** for the period from **20-01-2021** to **19-01-2022** at MRCMPU Ltd, Kasaragod Dairy, Anandashram PO, Kanhangad, Kasaragod (Dist) as per the schedule and subject to the terms and conditions stipulated in tender document. Interested eligible bidders may obtain further information from the office of Kasaragod Dairy.

- 1. The bid shall be submitted in a two cover system consisting of technical bid and financial bid. The necessary documents if any may be uploaded along with the tender.
- 2. Detailed terms and conditions as indicated in the bidding document of the above works is uploaded in the Kerala Government e-portal **www.etenders.kerala.gov.in**

Bid Reference	: No:KSD/ENGG:PM/415/2020-21/1220, dated 17-12-2020	
Estimated Contract Value	: Rs.20 Lakhs per Year	
Tender Download	: From the website, <u>www.etenders.kerala.gov.in</u>	
Tender Fee	: Rs.2,000/-	
EMD	: Rs.25,000/-	
Bid Publishing Date	: 21-12-2020, 01.00 PM	
Document downloads start date: 21-12-2020, 01.10 PM		
Clarification start date	: 21-12-2020, 01.20 PM	
Clarification end date	: 30-12-2020	
Pre-Bid Meeting	: 30-12-2020, 11.00 AM	
Location of Pre-Bid meeting	: Office of Kasaragod Dairy, Anandashram P.O, Kanhangad, Kasaragod- 671 531	
Bid submission start date	: 21-12-2020, 1.30 PM	

Bid submission closing date & time: 11-01-2021, 11.00 AM

Date & Time of bid opening :

: 13-01-2021, 11.00 AM

Address for communication and place of bid opening

: Office of the Dairy Manager, Kasaragod Dairy, Anandashram P.O, Kanhangad, Kasaragod district Ph: 0467-2202706

Bid Validity

: 90 days from the date of bid opening.

4. All bids must be accompanied by Bid security (Earnest Money Deposit) and tender fee as specified in the e-tender notice.

Kanhangad (Kasaragod District) Date: 17.12.2020 DAIRY MANAGER

General Terms & Conditions for e-Procurement

This tender is an e-Tender and is being published online for the supply of Biomass Briquettes for firing the Boilers of Kasaragod Dairy for a period of one year from **20-01-2021** to **19-01-2022** at MRCMPU Ltd, Anandashram P.O, Kanhangad, Kasaragod District. The tender is invited in two cover system from eligible individuals and registered firms through e-procurement portal of Government of Kerala (<u>https://www.etenders.kerala.gov.in</u>). 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, 2577188, 2577388 or 0484 – 2336006, 2332262 or through email: 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 <u>www.etenders.kerala.gov.in</u>. However, tender document fees shall be payable at the time of bid submission as stipulated in this tender document.
- **ii. Pre-bid meeting**: Pre-bid meeting for this tender will be conducted on 30.12.2020 at 11.00 AM at Office of the Kasaragod Dairy, MRCMPU Ltd (MILMA), Anandashram P O, Kanhangad, Kasaragod Dist, PIN-671531 and to participate in the pre-bid meeting is not necessary.
- iii. **Publishing of Corrigendum**: All corrigenda shall be published on <u>www.etenders.kerala.gov.in</u> 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 <u>www.etenders.kerala.gov.in</u>.No manual submission of bid is allowed and manual bids shall not be accepted under any circumstances.
- **v. 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.
- vi. **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:

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

Pre-Qualification or Technical proposal shall contain the scanned copies of the documents that every bidder has to upload which are mentioned in clause No. 1 of General terms and conditions.

2. 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.

<u>Note</u>: 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 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 entire period of the contract and not subject to variation on any account after finalization of the contract. A bid submitted with an adjustable/ variable price quotation will be treated as non - responsive and will be rejected.

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

The Bidder shall pay, a tender document fees of Rs.2,000/- (Rupees Two Thousand only) inclusive of GST and Earnest Money Deposit (EMD) or Bid Security of Rs.25,000/- (Rupees Twenty Five Thousand only) inclusive of GST. The Bid security is required to protect the purchaser against risk of Bidder's conduct, which would warrant the forfeiture of bid 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:

- i. <u>State Bank of India(SBI) Internet Banking</u>: If a bidder has a SBI internet banking account, then, during the online bid submission process, bidder shall select SBI option and then select Internet banking option. The e-Procurement system will re-direct the bidder to SBI's internet banking page where he can enter his internet banking credentials and transfer the tender document and EMD amount.
- **ii.** <u>National Electronic Fund Transfer (NEFT</u>): If a bidder holds bank account in a different bank, then, during the online bid submission process, bidder shall select NEFT option. An online remittance form would be generated, which the bidder can use for transferring amount through NEFT either by using internet banking of his bank or visiting nearest branch of his bank. After obtaining the successful transaction receipt no., the bidder has to update the same in e-Procurement system for completing the process of bid submission. Bidder should only use the details given in the Remittance form for making a NEFT payment otherwise payment would result in failure in e-Procurement system.

As NEFT payment status confirmation is not received by e-Procurement system on a realtime basis, bidders are advised to exercise NEFT mode of payment option at least 48 hours prior to the last date and time of bid submission to avoid any payment issues.

NEFT payment should be done according to following guidelines:

- a) <u>Single transaction for remitting Tender document fee and EMD</u>: Bidder should ensure that tender document fees and EMD are remitted as one single transaction.
- b) Account number as per Remittance Form only: Account no. entered during NEFT remittance at any bank counter or during adding beneficiary account in Internet banking site should be the same as it appears in the remittance form generated for that particular bid by the e-Procurement system. Bidder should ensure that tender document fees and EMD are remitted only to the account number given in the Remittance form provided by e-Procurement system for that particular tender.

Bidders must ensure that the banker inputs the Account Number (which is case sensitive) as displayed in the Remittance form. No additional information like bidder name, company name, etc. shall be entered in the account no. column along with account no. for NEFT remittance.

c) <u>Only NEFT Remittance Allowed</u>: RTGS payments, Account to Account transfers, State Bank Group Transfers (GRPT) or Cash payments are not allowed and are treated as invalid mode of payments. Bidder must ensure that the banker does NEFT transaction only irrespective of the amount and specially instruct the banks not to convert the payment type to RTGS or GRPT.

- d) <u>Amount as per Remittance form</u>: Bidder should ensure that the amount being remitted is neither less nor higher than the amount shown in remittance form.
- e) <u>UTR Number</u>: Bidders should ensure that the remittance confirmation (UTR number) received after NEFT transfer should be updated as it is, in the e-Procurement system for tracking the payment.
- f) One Remittance Form per Bidder and per Bid: The remittance form provided by e-Procurement system shall be valid for that particular bidder and bid and should not be re-used for any other tender or bid or by any other bidder. Any transaction charges levied while using any of the above modes of online payment has to 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 Pre-qualification bid and financial bid online on **www.etenders.kerala.gov.in** along with online payment of tender document fees and EMD.

For page-by-page instructions on bid submission process, please visit <u>www.etenders.kerala.gov.in</u> and click "Bidders Manual Kit" link on the home page.

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.

TENDER FOR CARRYING OUT THE SUPPLY OF BIOMASS BRIQUETTES FOR FIRING THE BOILERS OF KASARAGOD DAIRY FOR A PERIOD OF ONE YEAR FROM 20/01/2021 TO 19/01/2022 AT MRCMPU LTD, KASARAGOD DAIRY

GENERAL TERMS & CONDITIONS

Malabar Regional Co-operative Milk Producers' Union Ltd. Kasaragod Dairy invite your competitive rate for carrying out the supply of Biomass Briquettes for firing the Boilers of Kasaragod Dairy, for a period of one year from 20-01-2021 to 19-01-2022 at MRCMPU Ltd, Kasaragod district subject to the following terms and conditions.

1. Eligibility and qualification requirements.

- **1.1** To be eligible for the award of Contract, bidders shall provide satisfactory evidence to the Malabar Regional Co-operative Milk Producers' Union Ltd regarding their eligibility, capacity and adequacy of resources to carry out the Contract effectively. To this end, all bids submitted shall include the following information.
 - a. Copy of PAN CARD
 - b. Address Proof in case of Individual Aadhar Card/Election Identity Card/Driving License/ Indian Passport. Address Proof in Case of Proprietorship/Partnership firm or any institution/ company registered under Companies act – Copy of registration certificate issued by any competitive authorities of Kerala/Central Government
 - c. Copy of certificate of GST registration from commercial tax department of state government.
 - d. Details of experience and past performance of the bidder on works of similar nature during the last two calendar years and documentary proof related to that from institution/ organisation/company where the supply work was undertaken.

1. <u>Scope of supply.</u>

Supply of sufficient quantity of Biomass Briquettes for firing the Boilers of Kasaragod Dairy for a period of one year from 20.01.2021 to 19/01/2022 at MRCMPU Ltd, Kasaragod district without any interruption includes in the scope of supply. The contractor should supply the Biomass Briquettes in advance to maintain a buffer stock of 8 metric Ton in dairy.

2. <u>Terms and conditions:-</u>

- 2.1. The contract period shall be for a period of one-year from <u>20.01.2021</u> to <u>19/01/2022</u>. The dairy reserves the right to extend the supply contract for three more months.
- 2.2. Fire briquettes shall be delivered as requested and as per the requirement of the Dairy. Approximately 30 to 40 MT are expected as per requirement per month (0.8 to 1.5 MT per day) and it may vary depending upon the process schedule. No interruption in supply shall be allowed. The contractor shall ensure the supply of the required quantity of Fire briquette without any delay. In case, the loss due to the delay in supply of material or due to the alternate arrangement made by the Kasaragod Dairy for supply of material shall be recovered from the contractor. The contractor should ensure **8** MT as minimum closing stock at Kasaragod Dairy.
- 2.3. Unloading, lifting, stacking, etc. of materials, at the prescribed area shall be the responsibility of the supplier and no payment shall be made by MRCMPU Ltd, Kasaragod Dairy for this.

The damages that are caused by the supplier due to his negligence while unloading and stacking of fire Briquettes will have to be compensated by the supply contractor.

- 2.4. The rate shall be quoted for 1 Metric Tonne of the materials to be supplied which is inclusive of cost of materials, GST and duties, loading, transportation, unloading, stacking, and weighment charges, all other charges and F.O.R Kasaragod Dairy.
- 2.5. The items to be supplied shall possess only the minimum/prescribed moisture content and in good condition. The Dairy shall reject the material in whole if found to be of inferior quality and appropriate deduction will be affected if the moisture content is above the tolerable limit. The briquettes should posses a calorific value in the range of 4000-4500 kcal/kg. The type and size of the fire briquette should be as per dairy standards and sample will be exhibited in the pre-bid meeting. The supply contractor is bound to accept the specifications in type, size, weight, calorific value and moisture content of the fire briquette.
- 2.6. The supplied briquettes must be free from any type of slag, soil content and any other foreign materials. If the briquette is found to be of inferior in quality, Dairy will arrange briquette through others and the entire additional expenditures and total monetary loss incurred to Dairy will be recovered from the supplier.
- 2.7. The combustion of supplied briquettes should be clean and it should not produce any toxic gases while burning.
- 2.8. The successful contractor shall undertake quality test of the fire briquettes in a Govt. recognized lab and submit the test report within 2 months of receipt of contract.
- 2.9. In case of negligence or misconduct of supplier or his Staffs or due to the problems in operation of his transportation vehicle any loss/ damage occurred to the assets (fixed or movable) of the Dairy will be recovered from supplier's eligible bills/Security deposit.
- 2.10. Invoice in the approved format as per GST rules shall be raised in the name of "The Dairy Manager, MRCMPU Ltd, Kasaragod Dairy, Anandashram P.O, Kanhangad" and should be submitted in duplicate along with each consignment in order to effect Payment.
- 2.11. Payment will be made as per the actual weight (weighment taken at Dairy will be final and binding to the supply contractor) for the quantity supplied within 20 days from the date of receipt of invoice vide crossed cheque /through bank payment.
- 2.12. The successful bidder shall remit a security amount of **Rs. 50,000/-**(Rupees Fifty Thousand only) to Kasaragod Dairy within 10 days after finalising the supply contract. Interest for security deposit will not be paid. The security deposit will be refunded only at the end of the successful completion of the contract period. The security deposit will be forfeited in favour of MRCMPU Ltd., Kasaragod Dairy in case of any violation of the terms and conditions or abandoning of the contract by the contractor without due notice.
- 2.13. The successful bidder shall execute an agreement with the undersigned in a non-judicial stamp paper worth Rs.200/-(Rupees Two hundred only) incorporating all the terms and conditions of the contract for the satisfactory fulfilment of the contract.
- 2.14. The communication to the bidder shall be channelled only through email and hence the bidders are advised to check their email regularly to get latest information's. Scanned copy of the work order will be sent to the email ID of the successful bidder once the administrative formalities are completed. Therefore regular monitoring of email by the bidder is necessary.
- 2.15. Tenders of parties who have default in the earlier agreements with Kasaragod Dairy shall be summarily rejected.
- 2.16. The work order will be given only after visiting the Production plant of the eligible party for checking/evaluating the adequate infrastructure for supplying of briquettes without any delay. The party should arrange the facilities for the visit.

4. Schedule of Quantities and rates.

- **a.** The rate quoted shall be inclusive of GST and duties, ESI Contribution, material cost, labour cost, transportation of materials to site, loading and unloading, stacking charges and nothing extra will be paid on any account.
- **b.** Quantity indicated in the notice are only tentative and may vary to the +/- side. However, payment will be made for the actual quantity supplied at site as per the directions of Engineer in charge/ Store Officer, on unit rate basis. No extra claim shall be entertained on this account.
- **c.** The Rate/MT quoted should remain firm for the entire duration of contract and nothing extra will be paid on any account.

FORM OF AGREEMENT

(On Non-judicial stamp paper of Rs.200/-)

THIS AGREEMENT made this ------ day of ------ 20---- (Two thousand and ------) between Malabar Regional Co-operative Milk Producers' Union Ltd. A society registered under the Kerala Co-operative Societies Act ------ and having its registered office at Peringolam, Kunnamangalam, Kozhikode (herein after referred to as MRCMPU which expression shall, unless repugnant to the context meaning thereof include the successors and assignees of the MRCMPU) of the ONE PART, and ------- (hereinafter referred to as the Contractor, which expression shall, unless repugnant to the context or meaning thereof. Include the heirs successors, assignees, executors and administrators f the contractor) of the OTHER PART.

NOW THIS AGREEMENT WITNESSTH AS FOLLOWS:

- 1.0 In this agreement words and expressions shall have the same meanings as are respectively assigned to them in the Conditions of Contractor hereinafter referred to
- 2.0 The following documents shall be deemed to form and be read and constructed as a part of this agreement, viz.,
 - i. this Form of Agreement
 - ii. the Letter of Acceptance
 - iii. the said bid and Appendix
 - iv. the Specifications
 - v. the Schedule of Quantities
 - vi. the Schedule of Supplementary information
 - vii. Special Conditions of Contract
 - viii. General conditions of contract
- 3.0 The aforesaid documents shall be taken as complementary and mutually explanatory of one another, but in the case of ambiguities shall take precedence in the order set out above.
- 4.0 In consideration of the payment to be made by the MRCMPU to the Contractor as hereafter mentioned, the Contractor hereby covenants with the MRCMPU to execute and maintain the works in conformity with the provisions of the contract.
- 5.0 The MRCMPU Ltd. hereby covenants to pay the Contractor in consideration of the execution and maintenance of the works the Contract Price at the times and in the manner prescribed in the Contract.

IN WITNESS WHEREOF the parties hereto have caused their respective common seals to be hereunto affixed the day, month and year first and written.

Signed, sealed and delivered for and on behalf of the within named MRCMPU by the hands of its Authorized Signatory.

Authorized Signatory

Malabar Regional

Co-operative Milk Producers' Union Ltd..

In the presence of:

Witness:

1. Signature Name

1 (01110

Address

2. Signature

Name

Address

Signed, sealed and delivered for an behalf of the within named Contractor the other part. In the presence of: Witness

1. Signature

Name

Address

2. Signature

Name

Address