

TENDER NOTICE

E-Tender for

Supply of Kraft Paper for Tissue Culture Production Facility

Last Date of Submission: 12.07.2023

BIOTECHNOLOGY AND MODEL FLORICULTURE CENTRE

Kazhakuttom, Thiruvananthapuram-695582.

Phone: 0471-2413739,

Email: bmfckzhmtvm.agri@kerala.gov.in, bmfctvm@yahoo.co.in

E-GOVERNMENT PROCUREMENT (E-GP)

SECTION I
NOTICE INVITING TENDER

1. On behalf of **the Governor of Kerala**, for the **Director**, Department of Agricultural Development and Farmers' Welfare (the Head of Procuring Organisation), the **Assistant Director of Agriculture**, Biotechnology and Model Floriculture Centre, Kazhakuttom, Thiruvananthapuram, (the Procuring Entity) invites bids for entering into contract for **Supply of Kraft Paper for Tissue Culture Production Facility** from registered and authorized agencies on or before the scheduled bid submission closing date and time, through the e-GP website www.etenders.kerala.gov.in, as per details in this Tender No. ADFW/BMFC/50/2023-T(QM)-1 dated: 27.06.2023 (called the "Tender Document").
2. Bidders must read the full 'Tender Document' as this Notice Inviting Tender (NIT) is an integral part of the Tender Document, serves a limited purpose of invitation, and does not purport to contain all relevant details for submission of bids. '**Tender Information Summary**' (TIS) appended to this notice gives salient summary of information of this tender. Any generic reference to NIT shall also imply a reference to TIS as well.
3. Tender Document may be downloaded free of cost from e-GP portal after the date and time of start of availability till the deadline of availability.
4. A Bidder requiring any clarification regarding the Tender Document may ask questions electronically from Office/ Contact Person as mentioned in TIS, provided the questions are raised before the clarification end date mentioned in TIS. This deadline shall not be extended in case of any intervening holidays.
5. Invitation for Bids is open to all authorized and registered agencies.
6. Bids may be uploaded till the deadline of submission mentioned in TIS.
7. No manual Bids shall either be sold or accepted for submission and the bidder must comply with the conditions of the e-Procurement portal including registration, compatible Digital Signature Certificate (DSC) etc. In case of downloaded documents, the bidder must not make any changes to the contents of the documents while uploading, except for filling the required information.
8. Since e-tender is a service provided by Government Department the recipient of the service (bidder) is liable to pay the GST at 18 percent under Reverse Charge Mechanism. The government department will collect e-tender fee only and the GST amount the bidder will pay to GST department directly.
9. Bid Security (EMD) amount mentioned in tender document shall be furnished in the specified form mentioned therein; otherwise, the Bid shall not be accepted. The financial instruments shall be drawn in the manner specified in the tender document.
10. Bids received shall be opened online at the specified date and time given in TIS. Bidders can witness the opening of bids online as per procedure specified by the e-Procurement portal. If the office happens to be closed on the date of opening of the bids as specified, the bids shall be opened on the next working day.

11. The issue of the Tender Document does not imply that the Procuring Entity is bound to select Bid(s) and it reserves the right to reject any or all of the Bids or cancel the tender process; or abandon the procurement of the Services; or issue another tender for same or similar Services, without assigning any reason.
12. Bidder should take into account any corrigendum published on the tender document before submitting their bids.
13. The successful Bidder shall furnish the Security Deposit for satisfactory execution of the Contract. Security Deposit shall be equal to 5 % (Five Per cent) of the value of the contract in the form of approved security deposit forms valid for a period of sixty (60) days beyond the date of completion of all contractual obligations of the supplier. Failure of the successful Bidder to submit the Security Deposit within 7 working days shall constitute sufficient grounds for the annulment of the award and forfeiture of the bid security (EMD). The Security Deposit shall be released as per stipulated in Store Purchase Manual and Rules of Government of Kerala.
14. **All terms and conditions governing the purchase of stores by the Government of Kerala will apply to this tender also. Biotechnology and Model Floriculture Centre will not be responsible for errors like missing of uploaded documents while downloading by the bidder or internet failures or failure of digital payments, etc. In case of disputes if any, decision of the Director, Department of Agricultural Development and Farmers' Welfare, Vikas Bhavan, Thiruvananthapuram will be final.**



Digitally Signed by Tender Inviting Authority

Sahak
ASSISTANT DIRECTOR OF AGRICULTURE
BIOTECHNOLOGY AND MODEL FLORICULTURE CENTRE
KAZHAKUTTOM, THIRUVANANTHAPURAM-695 582.

Annexure to NIT
Tender Information Summary

Basic Tender Details

Tender Title	Supply of Kraft Paper for Tissue Culture Production Facility		
Tender Reference Number	Tender No. ADFW/BMFC/50/2023-T(QM)-1 dated: 27.06.2023		
Estimate Cost	Rs. 6,75,000/- (Rupees Six Lakhs Seventy Five Thousand Only)		
Earnest Money Deposit (EMD)	INR 6750/- (Rupees Six Thousand Seven Hundred Fifty Only)		
Tender fee	Rs. 1600/- (Rupees One Thousand Six Hundred Only)		
Name of Procuring Organisation	Department of Agricultural Development and Farmers' Welfare, Kerala		
Procuring Entity	Assistant Director of Agriculture, Biotechnology and Model Floriculture Centre, Kazhakuttom, Thiruvananthapuram		
Bidding Type	Single Stage		
No. of Covers	Single Cover		
Tender Type	Open tender		
Tender Category	Goods		
Critical Dates			
Published Date	28.06.2023 11 am	Bid Validity (period and date)	60 days from the date of final acceptance of tender
Document Download Start Date & Time	28 .06.2023 11 .00 am	Document Download End Date & Time	12.07.2023 4.00 pm
Clarification Start Date & Time	28.06.2023 11.00 am	Clarification End Date & Time	12.07.2023 4.00 pm
Bid Submission Start Date & Time	28.06.2023 11.00 am	Bid Submission Closing Date & Time	12.07.2023 4.00 pm
Tender Opening Date & Time	13.07.2023 4.30 pm		

Schedule of Requirements	As per list attached		
Eligibility to Participate and Purchase Preferences			
Nature of Bidders eligible-	All authorized & registered agencies in India		
Obtaining the tender document and clarifications			
Sl. No	Document Name	Document Description	
1	NIT.pdf	Notice Inviting Tender and Annexure to NIT(TIS)	
2	Tender Document.pdf	a) Notice inviting tender and Tender Information Summary b) Instructions to Bidder c) Special Instructions to the Bidder d) General Conditions of Contract e) Special Conditions of Contract f) Schedule of Requirements g) Technical specifications and Quality assurance	
3	Financial Bid	a) BOQ.xls	
e-Procurement portal and help desk for document availability and submission		www.etenders.kerala.gov.in	
Office/Contact person/email for clarifications	Biotechnology and Model Floriculture Centre/ Assistant Director of Agriculture, email: bmfvctm@yahoo.co.in Ph: 9383470291 Agricultural Officer (IM) Ph. 9383470293		
Preparation and Submission of Bids			
Instructions for online bid submission		https://www.etenders.kerala.gov.in	
Cover No.	Cover Type	Description	Document Type

1	Bid cover	a. Bid Form (Annexure I) b. Bidder information (Annexure II) c. Fee/EMD/ Exemption details (Annexure III) d. Eligibility Declarations (Annexure IV) e. Confirmation/deviation from technical specifications and quality assurance (Annexure V) f. Confirmation /deviation from terms and conditions (Annexure VI) g. Establishment details of the firm/ Company (Annexure VIII) h. Technical documents and technical data (if any) Price schedule (BOQ)	pdf xls
Bid Securities			
EMD Details	As given above		
Payment mode	Online		
Performance security	5 % of order value		
Additional Clauses			
Clause	Description		
Price variation clause	No		
Payment terms	Eligible payment will be released after receipt, acceptance and survey of stores		

SECTION II

INSTRUCTIONS TO BIDDERS (ITB)

Tender Document details terms and conditions for invitation of Bids for entering into contract for supply of the Stores mentioned in Section VI: “Schedule of Requirements” (hereinafter called ‘the Stores’ which also indicates, inter alia, the required delivery schedule and terms & place of delivery).

1. Overview of Contents of Tender Document

1) Bidders must go through the Tender Document for further details. The earlier **Section I – Notice Inviting Tender (NIT) and its annexure – Tender Information Summary (TIS)** provides a synopsis of information relevant for a Bidder to decide on participating in the Tender. In case of any conflict between provisions of NIT/ TIS with those in subsequent sections, the provisions in latter sections shall prevail.

2) **This Section II: “Instructions to Bidders” - ITB along with Section III: “Special Instructions to Bidders – SITB”** provides the relevant information as well as instructions to assist the prospective Bidders in preparation and submission of Bids. It also includes the mode and procedure to be adopted for receipt and opening as well as scrutiny and evaluation of Bids and subsequent award of contract. In case of a conflict, provisions of SITB shall prevail over those in the ITB. Any generic reference to ITB shall also imply a reference to SITB as well. With this limited objective, ITB is not intended to be complete by itself and the rest of this document - SITB, GCC and SCC must also be thoroughly studied before preparing the Bid.

3) **Section IV – General Conditions of Contract (GCC) and Section V – Special Conditions of Contract (SCC)** describe the conditions that shall govern the resulting contract. In case of a conflict, provisions of SCC shall prevail over those in the GCC. Any generic reference to GCC shall also imply a reference to SCC as well. In case of any conflict, provisions of GCC/ SCC shall prevail over those in ITB/ SITB.

2. Sections of the Tender Document

- 1) Section I: Notice Inviting Tender (NIT)
 - (a) Annexure: Tender Information Summary (TIS)
- 2) Section II: Instructions to Bidders (ITB)
- 3) Section III: Special Instructions to Bidders (SITB)
- 4) Section IV: General Conditions of Contract (GCC)
- 5) Section V: Special Conditions of Contract (SCC)
- 6) Section VI: Schedule of Requirements
- 7) Section VII: Technical Specifications and Quality Assurance

8) Appendices for submission of bid

**All Forms and Bids are to be addressed to the Assistant Director of Agriculture,
Biotechnology and Model Floriculture Centre, Kazhakuttom-695522**

3 Disclaimers

3.1. Regarding information provided

The Tender Document does not purport to contain all the information Bidder(s) may require. The Tender Document may not be appropriate for all persons, and it is not possible for the Procuring Entity to consider needs of each Bidder. Each Bidder should conduct its own due-diligence, investigation, and analysis, and should check the accuracy, reliability, and completeness of the information in the Tender Document and obtain independent advice from appropriate sources. Information provided in the Tender Document to the Bidder(s) is on a wide range of matters, some of which may depend upon interpretation of law.

3.2. Regarding any liabilities

The Procuring Entity, its employees and other associated agencies make no representation or warranty and shall have no liability to any person, including any Bidder under any law, statute, rules or regulations or tort, principles of restitution or unjust enrichment or otherwise for any loss, damages, cost or expense which may arise from or be incurred or suffered on account of anything contained in the Tender Document or otherwise, including the accuracy, adequacy, correctness, completeness or reliability of the Tender Document and any assessment, assumption, statement or information contained therein or deemed to form part of the Tender Document or arising in any way for participation in this Tender. The Procuring Entity, its employees and other associated agencies also accept no liability of any nature whether resulting from negligence or otherwise howsoever caused arising from reliance by any Bidder(s) upon the statements contained in the Tender Document.

4. Eligible Bidders

Any bidder participating in the procurement process shall:

- 1) be a natural person or private entity or public entity (legally and financial autonomous Government owned enterprises).
- 2) be a manufacturer of the product offered or be dealer authorized by the OEM.
- 3) not be a Joint Venture/ Consortium; except in case of manufacture under license/ technology collaboration agreements with phased indigenization under the Make-in India policy.

4) not be insolvent, in receivership, bankrupt or being wound up, not have its affairs administered by a court or a judicial officer, not have its business activities suspended and must not be the subject of legal proceedings for any of the foregoing reasons. A declaration to this effect shall be submitted by the bidder in the Eligibility Declarations (Annexure IV);

5) not be (including their affiliates or subsidiaries – including subcontractors or Contractors for any part of the contract) under a declaration of ineligibility or any category of debarment for corrupt and fraudulent practices or for any other misdemeanour by the central government, the state government or any public undertaking, autonomous body, authority by whatever name called under the central or the state government. A declaration to this effect shall be submitted by the bidder in the Eligibility Declarations (Annexure IV);

6) not have, and their proprietor of the firm, its employee, partner or representative, directors and officers convicted of any offence by a court under the Prevention of Corruption Act, 1988 or under the Indian Penal Code or any other law for the time being in force for offences involving moral turpitude in business dealings within a period of three years preceding the commencement of the procurement process. A declaration to this effect shall be submitted by the bidder in the Eligibility Declarations (Annexure IV);

7) not have a conflict of interest as laid down in the following clause which substantially affects fair competition.

8) fulfill any other additional eligibility condition, if any, as may be prescribed, in SITB or elsewhere in Tender Document

5. Ineligibility of bidders having conflict of interest

Any bidder having conflict of interest with other bidders, which substantially affects fair competition, shall not be eligible to Bid in this tender. All bids found to have a conflict of interest with other bids shall be disqualified. A bidder shall be considered to have a conflict of interest with one or more parties in this bidding process, if:

- 1) They have controlling partner (s) in common; or
- 2) They receive or have received any direct or indirect subsidy/ financial stake from any of them; or
- 3) They have the same legal representative/ agent for purposes of this Bid; or
- 4) They have relationship with each other, directly or through common third parties, that puts them in a position to have access to information about or influence on the Bid of another Bidder; or

5) Bidder participates in more than one Bid in this bidding process. Participation in any capacity by a Bidder in more than one Bid shall result in the disqualification of all bids in which the parties involved: or

6) a Bidder or any of its affiliates participated as a consultant in the preparation of the design or technical specifications of the contract that is the subject of the Bid.

6. Schedule of Requirements

Schedule of Requirements describes the Stores required; Quantities and Units; Delivery Requirements, Destination and State; transportation; terms of delivery (F.O.R. etc); scope of supply (accessories; spare parts and incidental services).

The Stores may contain more than one schedule and each schedule may contain more than one item of Stores.

The term 'goods' includes commodities, raw material, machinery, equipment, and industrial plants; etc. and 'related services' includes services such as testing, packing, insurance, transportation, installation, transit Insurance, loading/ unloading/ stacking, commissioning, training, and initial warranty/ maintenance etc.

7. Technical specifications and Quality Assurance

Technical specification and Quality assurance of the stores are described in section VII-Technical Specifications and Quality Assurance.

8. Basis of Evaluation for Schedules/ packages

a) Unless otherwise stipulated in the TIS/ SITB, if there is more than one schedule/ package in the Section VI: Schedule of Requirements, evaluation of financial ranking of bids shall be done separately for each schedule and the Bidder has the option to submit its quotation for any one or more schedules/ packages and, also, to offer special discount for combined schedules.

b) Unless otherwise stipulated in the TIS/ SITB, if there is only a list of items without grouping into schedules, evaluation of financial ranking of bids shall be done separately for each item separately and the Bidder has the option to submit its quotation for any one or more items and, also, to offer special discount for combined items.

9 Alternative Bids/ Offers

Unless otherwise specified in the TIS/ SITB, conditional offers, alternative offers, multiple bids by a bidder shall not be considered. The Portal shall permit only one Bid to be uploaded.

10. Bid Prices, Taxes and Duties

10.1 Prices

10.1.1 Undue profiteering

a) The price quoted by the Bidder shall not be higher than the controlled price fixed by law for the stores or where there is no controlled price, it shall not exceed the prices or contravene the norms for fixation of prices laid down by Government or where no such prices or norms have been fixed by the Government, it shall not exceed the price appearing in any agreement relating to price regulation by any industry in consultation with the Government. In any case, save for special reasons stated in the bid, the price charged shall not be higher than the Maximum Retail Price (MRP).

b) If the price quoted is higher than the controlled price, the Bidder shall specifically mention this fact in his bid giving reasons for quoting higher price(s). If he fails to do so or makes any mis-statement, it shall be lawful for the Procuring Entity, (i) to revise the price at any stage so as to bring it in conformity with the Sub-clause (a) above or (ii) to terminate the contract and forfeit the Security Deposit.

10.1.2 Price Components

a) The quoted price shall be considered to include all relevant financial implications including inter-alia the nature of the Stores to be supplied and the incidental services to be performed, location of the bidder, location of the consignee(s), terms of delivery, extant rules and regulations about taxes, duties, customs, transportation, environment, labour of the country.

b) If specified in the Section VI: Schedule of Requirements, the price of the Stores, quoted should include concomitant/ contingent services/ work inter-alia testing, packaging, inland transportation, insurance, and other local costs incidental to supply.

10.1.3 Price Schedule

a) Bidders are to upload only the original Price Schedule (in .xls format) after entering the relevant fields without any alteration/ deletion/ modification of other portions of the excel sheet.

b) Bidders shall fill in their rates other than zero value in the specified cells without keeping it blank.

c) The Bidder shall indicate in the Price Schedule all the specified components of prices shown therein including the unit prices and total Bid prices of the Stores and related services

it proposes to supply against the requirement. All the columns shown in the price schedule should be filled up as required. If any column does not apply to a Bidder, same should be clarified accordingly by the Bidder.

10.1.4 Provisions of GST

- a) Break up of different elements of price i.e., as per GST Act shall be indicated separately.
- b) While quoting the basic rate itself bidder should offset the input credit availed as per the GST Act.
- c) In case GST is quoted extra but with the provision that it shall be charged as applicable at the time of supply; the offer shall be evaluated for comparison purpose by loading maximum existing rate of GST for the product.

10.1.5 Currencies of Bid and Payment

The currency of Bid and payment shall be quoted by the bidder entirely in Indian Rupees. All payments shall be made in Indian Rupees only.

10.1.6 Firm Price

Unless otherwise specified in the SITB, prices quoted by the Bidder shall remain firm and fixed during the currency of the contract and not subject to variation on any account.

11. Downloading the Tender Document; Corrigenda and Clarifications

11.1 Downloading the Tender Document

The Tender Document shall be published and be available for download as mentioned in TIS annexed to NIT. The Bidders can obtain the Tender Document after the date and time of start of availability till the deadline of availability. If the office happens to be closed on the deadline of availability of the bids, the deadline shall not be extended.

11.2 Corrigenda/ Addenda to Tender Document

Before the deadline for submission of bids, the Procuring Entity may in its discretion, but without being under any obligation to do so, update, amend, modify, or supplement the information, assessment or assumptions contained in the Tender Document by issuing corrigenda and addenda in the portal. It is the responsibility of bidders to check the website for any corrigenda/ addenda. Any corrigendum or addendum thus issued shall be considered a part of the Tender Document.

11.3 Clarification on the Tender Document

A Bidder may seek any clarification of the Tender Document from Office/ Contact Person/ e-procurement Help Desk as mentioned in TIS annexed to NIT, provided the clarifications are raised before the clarification end date mentioned in TIS (or if not mentioned, within 7 days prior to the deadline for submission of bids).

12. Preparation of Bids

12.1 The Bid

12.1.1 Language of the Bid

Unless otherwise specified in the SITB, the Bid submitted by the Bidder and all subsequent correspondence and documents relating to the Bid exchanged between the Bidder and the Procuring Entity, shall be written in State Official Language or English. However, the language of any printed literature furnished by the Bidder in connection with its Bid may be written in any other language provided the same is accompanied by translation in the language of the Bid. For purposes of interpretation of the Bid, the English translation shall prevail.

12.1.2 Acquaintance with local conditions and factors

It is imperative that each bidder at his own cost, responsibility, and risk, fully acquaints himself with all the local conditions and factors, which would have any effect on the price to be quoted by him or affecting performance/ completion of the contract, in all respects inter alia including the legal, environmental, infrastructure, logistics, communications and any other cost aspects. Bidders shall themselves be responsible for compliance with Rules, Regulations, Laws and Acts in force from time to time at relevant places. On such matters, the Procuring Entity shall have no responsibility and shall not entertain any request from the bidders in these regards.

12.1.3 Cost of Bidding

The Bidder(s) shall bear all direct or consequential costs, losses and expenditure associated with or relating to the preparation, submission and subsequent processing of their Bids including but not limited to preparation, copying, postage, delivery fees, expenses associated with any submission of samples, demonstrations or presentations which may be required by the Procuring Entity or any other costs incurred in connection with or relating to their Bids. All such costs, losses and expenses shall remain with the Bidder(s) and the Procuring Entity

shall not be liable in any manner whatsoever for the same or for any other costs, losses and expenses incurred by a Bidder(s) in preparation or submission of the Bid, regardless of the conduct or outcome of the Bidding Process.

12.1.4 Failure to provide all required information

Interested Bidders before formulating the Bid and submitting the same to the Procuring Entity, should read and examine all the terms, conditions, instructions etc. contained in all the sections of the Tender Document. Failure to provide and/ or comply with the required information, instructions etc. incorporated in the Tender Document shall result in rejection of its Bid.

12.1.5 Interpretation of Provisions of the Tender Document

The provisions in the Tender Document, must be interpreted in the context in which these appear. Any interpretation of these provisions far removed from such context or any other contrived or in between the lines interpretation is not acceptable.

Quote quantities/ prices in both numerals and in words. Although the software on the Portal may convert quantities/ rates/ amounts in numerical digits in Bids to words, the bidders are advised to ensure that there is no ambiguity in this regard.

12.2 Documents comprising the Bid

12.2.1 Bid Documents/Cover

- 1) Tender which require detailed technical verification may be invited in two cover and in all other cases single cover tender. Two cover involves separate technical and financial bids. In the case of single cover tender appropriate formats conforming to the tender conditions are included. All the bid document required for this tender is described as a clause in Section III. The bid cover shall include scanned copy of duly signed or digitally signed copy in pdf format of Bid documents, financial bid as the case may be, confirming the terms and conditions for the prices offered.
- 2) Price Schedule (To be submitted as an excel sheet) considering all financially relevant details including Taxes and Duties. Prices shall be quoted duly taking into considerations, all financial implication inter-alia Payment and delivery terms and other conditions in GCC and SCC.

Pdf documents should not be password protected. If so specified in SITB/ITB, specified originals or self-certified copies of originals shall be required to be physically submitted as per instructions contained therein.

12.3 Bid Validity

- 1) 60 days from the date of final acceptance of tender in normal process.
- 2) The bid validity period has nothing to do with the time limit for supply of stores on awarding the contract. The procuring entity is at liberty to ask the supplier to complete the entire process of supply, any date before the expiry of validity of bid. If a special situation arises for the extension of Bid validity for a bidder, in no case, shall be permitted to modify his Bid.

12.4 Bid Security (EMD)

The Bidder shall furnish along with its Bid, earnest money for amount as given in TIS. Category of Bidders exempted from payment of earnest money should furnish/ upload certified copy of its valid certificates/ registration details. Earnest money of a Bidder shall be forfeited, if the Bidder withdraws or amends its Bid or impairs or derogates from the Bid in any respect within the period of validity of its Bid. The successful Bidder's earnest money shall be forfeited if it fails to furnish the required Security Deposit within the specified period. In case of forfeiture of EMD, GST if applicable as per prevailing rate and shall be recovered from the Contractor/ bidder

13. Evaluation of Tender

13.1 Evaluation process in Single Cover and Multiple Cover Tenders

- a) Only substantively responsive bids shall be evaluated by the Procuring Entity with a view to select the lowest (L1) bidder who meets the qualification criteria and techno-commercial aspects.
- b) In case of single Cover tender, the evaluation of qualification of bidders, technical, commercial, and financial aspect is done simultaneously.
- c) In multiple Covers, initially only the techno-commercial bids shall be opened and evaluated for bids which successfully meet the qualification criteria and techno-commercial aspects. The list of successful bidders in techno-commercial evaluation shall be announce on the Portal to all participant bidders and a date, time, and venue for opening of financial bids shall be declared, if not already indicated in TIS. Till the financial bids are opened, the authenticity, integrity and sanctity of unopened Financial Bids shall be ensured on the Portal. Financial bids of only such successful bidders shall be opened for selecting the L1 bidder among these.

Financial bids of unsuccessful bidders shall remain unopened, secure, and inaccessible on the Portal.

13.2 Techno-commercial Evaluation

In evaluation of the techno-commercial Bid, conformity to the eligibility/ qualification criteria; technical specifications and Quality Assurance; and commercial conditions of the offered Stores to those in the Tender Document is ascertained. Additional factors, if any, incorporated in the Tender Document may also be considered in the manner indicated therein.

13.3 Ranking of Financial Bids

Unless otherwise specified in SITB, evaluation of the financial bids shall be on the price criteria only. Evaluation of Financial Bids of all technically suitable bids shall be done to rank them and to determine the lowest priced bidder.

13.3.1 Consideration of Abnormally Low Bids

An Abnormally Low Bid is one in which the Bid price, in combination with other elements of the Bid, appears so low that it raises substantive concerns as to the capability of the Bidder to perform the contract at the offered price. Procuring Entity shall in such cases seek written clarifications from the Bidder, including detailed price analyses of its Bid price in relation to scope, schedule, allocation of risks and responsibilities, and any other requirements of the bids document. If, after evaluating the price analyses, procuring entity determines that the Bidder has substantively failed to demonstrate its capability to deliver the contract at the offered price, the Procuring Entity shall reject the Bid/ proposal.

14. Award of Contract

14.1 The Procuring Entity's Rights

14.1.1 Right to Vary Quantities at the Time of Award

The Procuring Entity reserves the right at the time of contract award to increase or decrease the quantity of Stores originally specified in Section VI: Schedule of Requirements, without any change in the unit prices or other terms and conditions of the Tender and the Tender Document, provided this does not exceed the percentages indicated in the SITB or by 20 (twenty) per cent of tendered quantity, if not so specified).

14.2 Notification of Award

The Bidder, whose Bid has been accepted, shall be notified of award by the Procuring Entity prior to expiration of the Bid validity period by written or electronic means.

15. Security Deposit

Within 14 days of receipt of the Notification of Award, Security Deposit (unless otherwise stipulated otherwise in SITB, @ 5% of the Contract Price) in acceptable form shall be submitted by the Contractor to the Procuring Entity with validity up to 60 days beyond the warranty period of the delivered store. It shall be returned/ refundable after satisfactory completion of all obligations under the Contract including warranty obligation or after deducting equivalent amount from the payment eligible to the contractor for depositing in the Treasury Savings Bank account in favour of the Procuring Entity.

16. Signing of Contract

1. Immediately after receipt of Security Deposit, the Procuring Entity shall send a draft of contract form to the successful Bidder electronically. This contract form will be as per the requirements in Kerala Financial Code and SP manual and the successful bidder is bound to accept it.
2. The prospective contractor may make available himself in advance Kerala Stamp Paper worth Rs 200/- for signing the contract for supply of goods to avoid later delay.
3. Within seven days from the date of issue of the draft contract, the successful Bidder shall return the original copy of the contract, duly signed, and dated, to the Procuring Entity by registered/ speed post or in person.

17. Redressal of Disputes

All disputes in this regard, if any, will be settled by Arbitration as per Indian Arbitration and Conciliation Act, 1996. The venue of the Arbitration will be in Thiruvananthapuram

Section III

SPECIAL TO INSTRUCTIONS TO BIDDERS (SITB)

1. Any taxes or statutory levies payable should be shown separately; otherwise, quoted price will be treated as all inclusive.
2. SBI MOPS has been integrated into e-procurement portal and NEFT/RTGS modes have been disabled. Bidders may remit tender fee/EMD via Multi Option Payment System only
3. Any deviation from the specification of items shall be clearly indicated in bid itself. However, Procurement Entity reserves all the rights to accept or reject the proposed solution without assigning any reason whatsoever thereof.
4. The Agriculture Development and Farmers Welfare Department does not bind itself to offer any explanation to those bidders whose Bid has not been found acceptable by the evaluation committee.
5. The Bidder shall quote for the Stores as specified in the Schedule of Requirement through the price bid. For bid evaluation, the price bids will be considered item wise. Ranking will be done by taking the price of individual items.
6. Bidders should submit sample of the stores for survey, inspection and approval.
7. Bidders should submit bid document with the following annexures.
 - i. **Annexure I:** Bid Form (to serve as covering letter and declarations applicable for the bid)
 - ii. **Annexure II:** Bidder Information
 - iii. **Annexure III:** Fee/EMD/Exemption details: Bidder shall furnish Fee/EMD/ Exemption details.
 - iv. **Annexure IV :** Eligibility Declarations
 - v. **Annexure V:** Confirmation/Deviation from Technical Specifications and Quality assurance Even in case of no deviation, please fill in confirmations and nil deviation statement. To establish Technical Suitability and compliance with ITB and Section VII: Technical Specifications and Quality Assurance, each bidder is also required to provide, clause by clause compliance/ deviation Statement in a chart form (without ambiguity or conditionality along with justification) relating to all parameters of Technical Specifications, Quality Assurance.
 - vi. **Annexure VI:** Confirmation/Deviation from Terms and Conditions
Bidder must comply with the entire commercial and other clauses of this Tender Document. In case there are any deviations, these should be listed in a chart form without

any ambiguity or conditionality along with justification and supporting documents. Even in case of no deviation, please fill in confirmations and nil deviation statement.

vii Annexure VII: Establishment details of firm or company

viii. Technical documents and technical data (if any)

ix. Checklist for the Bidders: The bidder may also upload the Checklist to help confirm that the required documents are enclosed and nothing is inadvertently left out. Check list is merely to help the bidders to prepare their bids, it does not over-ride or modify the requirement of the tender. Bidders must do their own due diligence also.

Other formats to be submitted by successful bidder after approval of tender

1. Format 1 – Contract Form/Agreement Format

- a) Annexure -A: Format for Security Deposit
- b) Annexure -B: NEFT Mandate Form
- c) Annexure -C: No claim Certificate

Section IV

GENERAL CONDITIONS OF CONTRACT (GCC/ AGREEMENT)

- 1) This contract is for the supply of the stores of the description, specifications, and drawings, and in the quantities set forth in the contract on the date or dates specified therein. Unless otherwise specified, the stores shall be entirely brand new and of shall conform to quality and workmanship as specified in the Contract or as per best standards in the market where not so specified.
- 2) Any variation or amendment of the contract shall not be binding on the Procuring Entity unless and until the same is duly endorsed on the contract incorporated in a formal instrument or in exchange of letters and signed by the parties.
- 3) The effective date of Contract shall be the date on which it has been signed by the Procuring Entity or the date on which it is received by the Contractor or the date mentioned in the Contract as the effective date, whichever is later. The dates of deliveries shall be counted from such a date. No notice to commence the contract shall be issued separately.
- 4) Parties: The parties to the contract are the Contractor and the Procuring Entity, as defined in NIT.
- 5) Warranty/ Guarantee
 - i) the Contractor hereby covenants that it is a condition of the contract that all Stores to the Procuring Entity under this contract shall be free of all defects and faults arising from design, materials (except when the design adopted and/ or the material used are as per the Procuring Entity's specifications) or workmanship or from any act or omission of the Contractor, that may develop under normal use of the supplied Stores under the conditions prevailing.
 - ii) Unless otherwise indicated in the SCC, the Contractor also guarantees that the said goods/ stores/ articles would continue to conform to the description and quality as aforesaid, for a period of 30 months after their delivery.
 - iii) Obligations of the Contractor under the warranty clause shall survive notwithstanding the fact that:
 - (a) The goods/ stores/ articles may have been inspected, accepted and payment therefore made by the Procuring Entity.

- (b) Contract is terminated for any reason whatsoever.
 - iv) If during the aforesaid period, the said goods/ stores/ articles be discovered not to conform to the description and quality aforesaid or have deteriorated, otherwise than by fair wear and tear, the decision of the Procuring Entity in that behalf being final and conclusive and the Procuring Entity shall promptly notify the same in writing to the Contractor.
 - v) Upon receipt of such notice, the Contractor shall, within 21 days (or within any other period, if specified in the SCC), expeditiously remedy, or replace the defective Stores or parts thereof, free of cost, at the ultimate destination. The Contractor shall take over the replaced parts/ Stores after providing their replacements and no claim, whatsoever shall lie on the Procuring Entity for such replaced parts/ Stores thereafter.
 - vi) In the event of any rectification of a defect or replacement of any defective Stores during the warranty period, the warranty for the rectified/ replaced Stores shall be extended to a further period of twelve months from the date such rectified/ replaced Stores starts functioning to the satisfaction of the Procuring Entity.
 - vii) If the Contractor, having been notified, fails to rectify/ replace the defect(s) within 21 days (or within any other period, if specified in the SCC), it shall amount to breach of Contract and the Procuring Entity shall proceed to take remedial action(s) as deemed fit.
- 6) The General Conditions of Contract incorporated in this section shall be applicable for this Contract to the extent the same are not superseded by the Special Conditions of Contract (SCC) prescribed under Section V of the Tender Document.
- 7) Contract Documents: Besides GCC and SCC following conditions and documents shall also be considered integral part of the contract, irrespective of the fact these are not attached to the Contract document:
- a) Contractor's Bid Submissions including revised offer during negotiations if any;
 - b) Correspondence including counter offers if any; between the Contactor and the Procuring Entity during the tender finalization
 - c) Conditions in other schedules, appendices, and formats of the Tender Document, including NIT, TIS, ITB, SITB etc.
 - d) Notification of Award and Contract Documents
 - e) Subsequent Amendments to the Contract

Section V

SPECIAL CONDITIONS OF CONTRACT (SCC)

The following Special Conditions of Contract (SCC) shall apply for this purchase. These Special Conditions shall modify/ substitute/ supplement the corresponding (GCC) clauses. Whenever there is any conflict between the provision in the GCC and that in the SCC, the provision contained in the SCC shall prevail.

- a) Kraft paper supply has to be made in **three lots** (one lot per coming quarter of year) as per the requisition quantity before March 2024.
- b) Price will remain firm till March 2024.
- c) The equipments /items supplied should be of standard quality, of reputed brand complying quality norms and to be supplied with all accessories etc required for installation and commissioning.
- d) The supplier shall warranty that goods to be supplied under this contract shall be free from all defects and faults in material, workmanship and manufacture shall be of the highest grade and consistent with the established and generally accepted standards for materials of the type of equipment ordered and in full conformity with the contract specifications and shall operate properly and satisfactorily.
- e) The supplier shall repair or replace the defect Goods or parts thereof, without making any extra cost to the purchaser. If the supplier fails to remedy the defects within reasonable period, the purchaser may proceed to take such remedial action as may be necessary, at the supplier's risk and expense.
- f) Time of delivery, installation and commissioning stipulated in the contract is the essence of the contract. If the supplier fails to deliver any or all of the Goods / installation within the time period specified in the Contract, the Purchaser shall, without prejudice to its other remedies under the Contract, deduct from the Contract price, as liquidated damages, a sum equivalent to the actual damage suffered by the purchaser upto a maximum of 1% of the contract prices of the delayed stores.
- g) The payment in respect of the items supplied will be released in three instalments after survey and inspection of above items for the quantity supplied. The purchaser may withhold any payment due to the supplier until the whole of the equipment have been fully supplied, delivered and installed and may deduct or recover from the supplier liquidated damages as stipulated above.

Section VI:

SCHEDULE OF REQUIREMENTS

Tender Title: **Supply of Kraft Paper for Tissue culture Production Facility**

Tender Reference No. Tender No. ADFW/BMFC/50/2023-T(QM)-1 dated: 27.06.2023

A. Schedule: Name and Details of Items of supply

Sl. No.	Description of Item	Specification	Quantity Required	Warranty, Service, Other details
1	Kraft Paper	Brown, 90 GSM, To be cut into paper of size approx. 18 cm x 15 cm or nearest	3000 Kg	Item to be supplied in 3 lots as per requisition before March 2024 .

B. Delivery schedule : The bidder should be ready to supply the stores within 60 days of supply order.

C. Terms & Place of delivery

1. The point of supply and installation will be at the first floor of the Tissue-culture lab of BMFC, Kazhakuttom, Thiruvananthapuram, Kerala. The supplier must set it rightly delivered without any additional cost to the institution.
2. All quality test certificates, brochures and operation manual with regard to the stores if any must be provided with supply.
3. It shall be properly packed and delivered to our office.
4. The delivered item shall not contain any damaged products.
5. If necessary demonstration of equipments will be requested and must be done by supplier. If any testing services is required for assessment of quality that must be carried out at the supplier's cost.

D. Warranty, Services and other details

1. The full warranty and service requirements are to be satisfied by the bidder. Warranty period will be for a period indicated in remarks column of **Table A. List of items and Specifications** read together with Section IV of GCC clause 5. If the manufacturer's offer is less than the warranty period indicated against each item, the bidder has to provide the warranty for the extended period at his cost unconditionally. Necessary spares/accessories / parts/tools that are included by the manufacturer and all types of warranties offered for the

item in full or for any component of the item, also form integral part of supply. The supplier should ensure to complete necessary documentation and certification if any to avail manufacturer's guarantee and warranty at his risk.

2. Supplier shall satisfy himself the site conditions and facilities in the premises /vicinity of the site of installation before submission of bid.

Section VII

TECHNICAL SPECIFICATIONS AND QUALITY ASSURANCE

Prospective bidders shall comply with the feature specifications (including Warranty Obligations) and submit in Annexure IV: Compliance/ Confirmations: 'Confirmation/ Deviation from Technical Specifications and Quality Assurance' with their Bid. The bidder is to provide the required details, information, confirmations, etc accordingly, failing which it's tender is liable to be ignored.

The items of store details given in the **Section VI – Schedule of requirements** gives the individual specifications. With regard to the specifications of equipments it is implied that better specifications and /or similar make with the required quality is also be considered.

The serial No. of the item in the schedule of requirements must be indicated while ascertaining the compliance of item specifications.

The additional compliance conditions are:

- Clause 1. Bidder should ensure that the quoted items are not declared “End of Support/ Maintenance” for the next five years from the date of submission of the bid. If in any case, any of the quoted items is/are not available in the market, the bidder will have to supply higher version/replacement of that Item in the quoted cost in the same time duration.
- Clause 2. *Compliance required by Central and State Pollution Control Boards, including transportation and handling of hazardous materials/ packaging.*
- Clause 3. *Any Energy saving requirements - ISO 9001:2008 and CE certification is mandatory wherever applicable.*