

**E-Tender for Outsourcing of Tissue Culture Technicians (TCT)**

**E-Tender No: BMFC/1/2024**

**Date: 07/06/2024**

**Last Date of Submission: 21/06/2024**

**TENDER NOTICE FOR**

**Outsourcing TCT at Biotechnology and Model Floriculture Centre,  
Kazhakuttom, Kerala**

**BIOTECHNOLOGY AND MODEL FLORICULTURE CENTRE**

Kazhakuttom, Thiruvananthapuram-695582.

Phone: 0471-2413739, email: [bmfctvm@yahoo.co.in](mailto:bmfctvm@yahoo.co.in)

E-GOVERNMENT PROCUREMENT (E-GP)

Tender No. BMFC/1/2024

**SECTION I**  
**NOTICE INVITING TENDER**

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 re-tendering "**Outsourcing TCT at BMFC for One year**" 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. BMFC/1/2024 dated: 07.06.2024 (called the "Tender Document").

1. 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.
2. 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.
3. 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.
4. Invitation for Bids is open to all authorized and registered agencies in Kerala.
5. Bids may be uploaded till the deadline of submission mentioned in TIS.
6. 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.
7. 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.



8. 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.
9. 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.
10. Bidder should take into account any corrigendum published on the tender document before submitting their bids.
11. 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.
12. 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.



*Suhani*  
Digitally Signed by Tender Inviting Authority  
ASSISTANT DIRECTOR OF AGRICULTURE  
BIOTECHNOLOGY AND MODEL FLORICULTURE  
KAZHAKUTOM, THIRUVANANTHAPURAM 695 002.

**Annexure to NIT**  
**Tender Information Summary**

**Basic Tender Details**

Tender Title	Outsourcing of Tissue culture Technicians for BMFC Kazhakuttom		
Tender Reference Number	BMFC/1/2024 dated: 07.06.2024		
Estimate Cost	Rs. 4,20,000/- (Rupees Four Lakhs and Twenty Thousand Only)		
Earnest Money Deposit (EMD)	Rs. 4,200 /- (Rupees Four Thousand Two Hundred Only)		
Tender fee	Rs. 1,000/- ( Rupees One Thousand 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	Service		
<b>Critical Dates</b>			
Publish Date	07.06.2024	Bid Validity (period and date )	60 days from the date of final acceptance of tender
Document Download Start Date & Time	07.06.2024 10.00 am	Document Download End Date & Time	21.06.2024 4.00 pm
Clarification Start Date & Time	07.06.2024 10.00 am	Clarification End Date & Time	21.06.2024 4.00 pm
Bid Submission Start Date & Time	07.06.2024 10.00 am	Bid Submission Closing Date & Time	21.06.2024 4.00 pm
Tender Opening Date & Time	22.06.2024 4.30 pm		
Schedule of Requirements	As per list attached		

<b>Eligibility to Participate and Purchase Preferences</b>			
Nature of Bidders eligible-		Agencies or Societies having GST registration	
<b>Tender documents, sources and clarifications</b>			
Sl. No	Document Name	Document Description	
1	NIT.pdf	Notice Inviting Tender and Annexure to NIT(TIS)	
2	Tender Document.pdf	1.Notice inviting tender and Tender Information Summary 2.Instructions to Bidder 3.Special Instructions to the Bidder 4.General Conditions of Contract 5.Special Conditions of Contract 6. Schedule of Requirement	
3	Financial Bid	BOQ.xls	
e-Procurement portal and help desk for document availability and submission		<a href="http://www.etenders.kerala.gov.in">www.etenders.kerala.gov.in</a>	
Office/Contact person/email for clarifications		Biotechnology and Model Floriculture Centre/ Assistant Director of Agriculture, email: <a href="mailto:bmfctvm@yahoo.co.in">bmfctvm@yahoo.co.in</a> Ph: 9383470291  Agricultural Officer (IM) Ph. 9383470293	
<b>Preparation and Submission of Bids</b>			
Instructions for online bid submission		<a href="https://www.etenders.kerala.gov.in">https://www.etenders.kerala.gov.in</a>	
Cover No.	Cover Type	Description	Document Type
1	Common 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 terms and conditions (Annexure V) f. List of TCTs with Address and Qualification ( Annexure VI) g. Documents Relating To Bid Security ( Annexure VII)  h. Price schedule (BOQ)	pdf         xls

<b>Bid Securities</b>	
EMD Details	As given above
Payment mode	Online
Performance security	5 % of contract value
<b>Additional Clauses</b>	
<b>Clause</b>	<b>Description of documents/formats for uploading</b>
Price variation clause	No
Payment terms	Submission of invoices and approval of officer in charge
Standard governing conditions	a) Kerala Store Purchase Manual and Rules 2013 b) Kerala Financial Code

**Note**

- 1. Ensure that formats of annexure I to VII are properly signed and uploaded in portal for participation in bid**
  - 2. All the documents sought/mentioned as per the Annexure II – Bidder information must be attached.**
  - 3. Bidders are directed to submit the BOQ file after duly entering the value of **BASIC rate** sought in figures and **Total GST amount** in figures.**
- Failure to do so will result in rejection of bid**

## SECTION II

### **INSTRUCTIONS TO BIDDERS (ITB)**

'Request for Proposal for Non-consultancy Services' Document (hereinafter referred to as the 'Tender Document') details the terms and conditions for entering into a contract for delivery of the Services hereinafter called 'the Services') mentioned in Section VI: "Schedule of Requirements". Bidders must go through the Tender Document for further details.

#### **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) Formats for submission of bid
  - 1) Annexure I: Bid Form
  - 2) Annexure II: Bidder Information
  - 3) Annexure III: Fee/EMD/Exemption details
  - 4) Annexure IV: Eligibility Declarations
  - 5) Annexure V: Confirmation/Deviation from Terms and Conditions
  - 6) Annexure VI: List of TCTs with address and qualification
  - 7) Annexure VII: Documents Relating To Bid Security
  - 7) BOQ Excel Sheet (To be downloaded from the Portal).
  - 8) Checklist to bidder

**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.

The information given is not intended to be an exhaustive account of statutory requirements and should not be regarded as complete or authoritative statement of law.

The Procuring Entity, its employees and other associated agencies accept no responsibility for the accuracy or otherwise for any interpretation or opinion on law expressed herein.

#### **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 private entity, public entity, State-owned enterprise or society (legally and financial autonomous Government owned enterprises).
- 2) a provider of the Non-consultancy Services offered with valid registration regarding GSTIN, PANAs applicable to the subject Services.
- 3) 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);
- 4) 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);



5) 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);

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

7) 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 Services required; Quantities and Units.

“Service(s)” (including the term ‘Non-consultancy services’ or ‘Outsourcing of Services’ in specific contexts) are defined by exclusion as services that cannot be classified as Consultancy Services. Services (non-Consultancy) involve routine, repetitive physical, procedural, and non-intellectual outcomes for which quantum and performance standards can be tangibly identified and consistently applied and are bid and contracted on such basis but does not include the appointment of an individual made under any law, rules, regulations, or order issued in this behalf. Any reference to Services shall be deemed to include the supply of goods or performance of consultancy service or small works, which are incidental or consequential to such services.

### **7. 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.

## **8. 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.

## **9. Bid Prices, Taxes and Duties**

### **9.1 Prices**

#### **Competitive and Independent Prices**

The prices should neither be nor shall be knowingly disclosed by the Bidder, directly or indirectly, to any other bidder or competitor before bid opening or contract award unless otherwise required by law.

#### **9.1.1. Undue profiteering**

- a) Controlled Price, if any: The price quoted by Bidder shall not be higher than the controlled price fixed by law for the Services, if any, or where there is no controlled price, it shall not exceed the prices or contravene the norms for fixation of prices if any, laid down by Government or where the Government has fixed no such prices or norms, it shall not exceed the price appearing in any agreement, if any, relating to price regulation by any industry.
- b) Undue profiteering: If the price quoted is higher than the controlled price in the sub-clause above, Bidder shall specifically mention this fact in his bid giving reasons for quoting a higher price(s). If he fails to do so or makes any misstatement, it shall be lawful for the Procuring Entity, (i) to revise the price at any stage to bring it in conformity with the sub-clause (a) above or (ii) to terminate the contract and forfeit the security deposit.

#### **9.1.2. Price Components**

- a) Bidder shall indicate in the Price Schedule all the specified components of prices shown therein, including the unit prices and total bid prices.
- b) All costs related to Personnel shall be based on the prevailing minimum wages. Quotation of 'Nil' Service charge/ margin over such minimum wages cost of personnel shall be rejected as nonresponsive.

#### **9.1.3 Price Schedule**

- a) Bidders are to upload only the downloaded BOQ (in excel format) after entering the relevant fields without any alteration/ deletion/ modification of other portions of the excel sheet. All the columns shown in the price schedule should be filled up as required. If any column does not apply to a Bidder, he should clarify the same.
- b) Bidders shall fill in their rates other than zero value in the specified cells without keeping it blank.
- c) The quoted price shall be considered to include all relevant financial implications, including inter-alia the scope of the Services to be delivered and the incidental goods/ works to be supplied, location of the bidder, site(s) of the delivery of Services, terms of delivery, extant rules and regulations relating to

taxes, duties, customs, transportation, environment, labour, Private Security Agencies. If any column does not apply to bidder, the same should be clarified accordingly by the bidder.

#### **9.1.4. Provisions of GST**

- a) Break up of different price elements, i.e., as per GST Act, shall be indicated separately, along with its associated HSN code and GST rate.
- b) While quoting the basic rate, the bidder should offset the input credit available as per the GST Act.

#### **9.1.5. Currencies of Bid and Payment**

Unless otherwise stipulated in the Tender Document, the currency of bid and payment shall be quoted by Bidder entirely in Indian Rupees. All payments shall be made in Indian Rupees only.

#### **9.1.6. Firm Price**

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

### **10. Downloading the Tender Document; Corrigenda and Clarifications**

#### **10.1 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.

#### **10.2 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.

#### **10.3 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).

### **11. Preparation of Bids**

#### **11.1 The Bid**

##### **11.1.1 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.

### **11.1.2 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.

### **11.1.3 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.

### **11.1.4 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.

### **11.1.5 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.

## **11.2 Documents /Formats comprising the Bid**

- 1) Tender which requires 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 .6. 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 specified in SITB/ITB, originals or self-certified copies of originals shall be required to be physically submitted as per instructions contained therein.

### **11.3 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 delivery of services on awarding the contract. The procuring entity is at liberty to ask the bidder for delivery of service, 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.

### **11.4 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.

## **12. Bid Opening**

The date & time of the opening bid is as stipulated in TIS. Bids cannot be opened before the specified date & time, even by the Tender Inviting Officer, the Procurement Officer, or the Publisher. If the specified date of tender opening falls on is subsequently declared a holiday or closed day for the Procuring Entity, the Bids shall be opened at the appointed time on the next working day.

## **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 Services 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 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**

- 1) 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.
- 2) If the contractor fails to submit the Security deposit within the specified period, it shall be lawful for the Procuring Entity at its discretion to annul the award of contract.
- 3) If the bidder, whose bid has been found to be the lowest evaluated bid withdraws or whose bid has been accepted, fails to sign the procurement contract as may be required, or fails to provide the security as may be required for the performance of the contract or otherwise withdraws from the procurement process, the Procuring Entity shall cancel the procurement process. Provided that the Procuring Entity, on being satisfied that it is not a case of cartelization, and that the integrity of the procurement process has been maintained, may offer the next successful bidder an opportunity to match the financial bid of the first successful bidder, and if the offer is accepted, award the contract to the next successful bidder at the price bid of the first successful bidder.
- 4) It shall be returned/ refundable after satisfactory completion of all obligations under the Contract 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 services 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 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 Services 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 bid with the following documents/formats
  - 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 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.
  - vi. **Annexure VI:** List of TCTs with address and qualification
  - vii. **Annexure VII:** Documents Relating To Bid Security: A Bid Securing Declaration (BDS) in lieu of bid security in the format provided therein shall be uploaded
  - viii. **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.



**Section IV**  
**GENERAL CONDITIONS OF CONTRACT (GCC/ AGREEMENT)**

**Definitions**

In the contract, unless the context otherwise requires:

- 1) “Beneficiary” (of Services/ Works) means the person for whom the Services/ Works are to be delivered as stipulated in the contract.
- 2) "bid" (including the term ‘tender’, ‘offer’, ‘quotation’ or ‘proposal’ in specific contexts) means an offer to supply goods, services or execution of works made as per the terms and conditions set out in a document inviting such offers.
- 3) "Bidder" (including the term 'Bidder', 'consultant' or 'service provider' in specific contexts) means any person or firm or company, including any member of a consortium or joint venture (that is an association of several persons, or firms or companies), every artificial juridical person not falling in any of the descriptions of bidders stated hereinbefore, including any agency branch or office controlled by such person, participating in a Tender Process.
- 4) “Bill of Quantities” (including the term Price Schedule or BOQ) means the priced and completed Bill of Quantities forming part of the bid.
- 5) "Commercial Bank" means a bank, defined as a scheduled bank under section 2(e) of the Reserve Bank of India Act, 1934.
- 6) “Contract” (including the terms ‘Purchase Order’ or ‘Supply Order’ or ‘Withdrawal Order’ or ‘Work Order’ or ‘Consultancy Contract’ or ‘Contract for Services’, ‘rate contract’ or ‘framework contract’ or ‘Letter of Award – LoA’(letter or memorandum communicating to the contractor the acceptance of his bid) or ‘Agreement’ or a ‘repeat order’ accepted/ acted upon by the contractor in specific contexts), means a formal legal agreement in writing relating to the subject matter of procurement, entered into between the Procuring Entity and the contractor on mutually acceptable terms and conditions and which are in compliance with all the relevant provisions of the laws of the country;
- 7) “Contractor” (including the terms ‘Supplier’ or ‘Service Provider’ or ‘Consultant’ or ‘Firm’ or ‘Vendor’ or ‘Manufacturer’ or ‘Successful Bidder’ in specific contexts) means the person, firm, company, or a Joint Venture with whom the contract is entered into and shall be deemed to include the contractor's successors (approved by the Procuring Entity), agents, subcontractor, representatives, heirs, executors, and administrators as the case may be unless excluded by the terms of the contract;
- 8) “Contract Manager” means the Procurement Officer or any other officer or a third-party agency who has been assigned the authority to take all actions on behalf of the Procuring Entity during the execution of the contract by the contractor;
- 9) “Day”, “Month”, “Year” shall mean calendar day/ month or year (unless reference to financial year is clear from the context).
- 10) “General Conditions” means the General Conditions of Contract, also referred to as GCC.
- 11) “Government" means the Central Government or a State Government as the case may be and includes agencies and Public Sector Enterprise under it, in specific contexts;
- 12) “Inspection” means activities such as measuring, examining, testing, analysing, gauging one or more characteristics of the goods or services or works, and comparing the same with the specified requirement to determine conformity.
- 13) “Outsourcing of Services” means deployment of outside agencies on a sustained long-term basis (for one year or more, excluding short-term stand-alone Services) for the performance of routine Services (e.g., Security Services, Horticultural Services, Janitor/Cooking/Catering/Management Services for

Hostels and Guest Houses, Cleaning/Housekeeping Services, Errand/Messenger Services and so forth) that were traditionally being done in-house in the Government.

- 14) "Parties":The parties to the contract are the "Contractor" and the "Procuring Entity", as defined in this clause;
- 15) "Performance Security" (includes the terms 'Security Deposit' or 'Performance Bond' or 'Performance Bank Guarantee' or other specified financial instruments in specific contexts)means a monetary guarantee to be furnished by the successful Bidder or Contractor in the form prescribed for the due performance of the contract;
- 16) "Procuring Entity" means the entity in The Procuring Organization procuring Goods, Works, or Services;
- 17) "Procurement Officer" means the officer signing the Letter of Award (LoA) and/or the contract on behalf of the Procuring Entity;
- 18) "Service(s)" (including the term 'Non-consultancy services' or 'Outsourcing of Services' in specific contexts) are defined by exclusion as services that cannot be classified as Consultancy Services. Services (non-Consultancy) involve routine, repetitive physical, procedural and non-intellectual outcomes for which quantum and performance standards can be tangibly identified and consistently applied and are bid and contracted on such basis but does not include the appointment of an individual made under any law, rules, regulations, or order issued in this behalf. Any reference to Services shall be deemed to include the supply of goods or performance of consultancy service or small works, which are incidental or consequential to such services;
- 19) "Special Conditions" means Special Conditions of Contract, which override the General Conditions, also referred to as SCC.
- 20) "Tender"; "Tender Document"; "Tender Enquiry" or "Tender Process": 'Tender Process' is the whole process from the publishing of the Tender Document till the resultant award of the contract. 'Tender Document' means the document (including all its sections, appendices, forms, formats, etc.) published by the Procuring Entity to invite bids in a Tender Process. The Tender Document and Tender Process may be generically referred to as "Tender" or 'Tender Enquiry', which would be clear from context without ambiguity.

### **The Contract**

1. This Contract and its documents constitutes the entire agreement between the Procuring Entity and the contractor and supersedes all other communications, negotiations, and agreements (whether written or oral) of the Parties made before the date of this Contract.
2. If any provision or condition of this Contract is prohibited or rendered invalid or unenforceable, such prohibition, invalidity or unenforceability shall not affect the validity or enforceability of any other provisions and conditions of this Contract.
3. The parties to the contract are the contractor and the Procuring Entity.
4. If any of the contract provisions must be modified after the contract documents have been signed, the modifications shall be made in writing and signed by the Procuring Entity, and no modified provisions shall be applicable unless such modifications have been done.

5. Any waiver of a Procuring Entity's rights, powers, or remedies under this Contract must be in writing, dated, and signed by an authorized representative of the Procuring Entity granting such waiver and must specify the terms under which the waiver is being granted.
6. The contract has been awarded to the contractor based on specific eligibility and qualification criteria.
7. A comprehensive record needed for contract labour management and monitoring attendance for efficient performance and safeguarding workers' welfare must be maintained by the contractor.
8. This contract is for the performance/ delivery of Services of the description, scope/ quantum, performance standards and quality outlined in the contract during the contract Period specified therein. Unless otherwise specified, the Services shall conform to performance and quality standards as stipulated in the contract or as per best standards in the market, where not so specified.
9. The Services shall include all such work-elements not mentioned explicitly in this Contract, but that can be reasonably inferred from this Contract as being required for attaining Completion of the Services as if such items were expressly mentioned in this Contract.
10. Unless otherwise stipulated in the contract, the obligation for completing Services shall be considered complete if the Services have been performed to the tolerance of plus or minus 5% of the quantum or the total value of Services ordered in the contract. Only the delivered quantity shall be paid for as per the terms of the contract.
11. Unless otherwise stipulated in the contract, the contract Period for which the Service shall be provided shall be one year from the effective date of the contract, unless completed earlier or terminated as per the contract.
12. The quantities set out in the contract are the estimated quantities of the Services, and they shall not be taken as the actual and correct quantities of the Services to be executed by the contractor to fulfill his obligations under the contract. Payment shall be made for the actual quantities deployed/ delivered; however, payments shall not be made for quantities over and above those indicated in the contract unless extra quantity has been asked in a written order by the contract manager.
13. The contractor shall be paid for the Inputs /Services at the rates in the contract and extra inputs/ Services at rates determined on the basis of measurements taken by the Contract Manager. Such measurements shall be taken of the Services in progress from time to time and at such intervals and the Contract Manager shall be proper regarding the progress of Service. The date and time on which 'on account' or 'final' measurements are to be made shall be communicated to the contractor and recorded in the official measurements book.
14. The Contract Manager shall check the quality of the Services and shall inspect the contractor's performance according to the relevant section and shall promptly notify the contractor of any identified defects, requesting the correction of the notified defect within a reasonable time.

15. The contractor shall be responsible for the safety of all persons employed by him on Site, and shall report accidents to any of them, however, and wherever occurring on Works, to the contract shall make every arrangement to render all possible assistance and to provide prompt and proper medical attention.
16. The Contract Manager shall direct the order in which the several components of the Services shall be provided, and the contractor shall execute without delay all orders given by the Contract Manager from time to time. Still, the contractor shall not be relieved thereby from responsibility for the due performance of the Services in all respects.
17. Contractor shall commence the Services and shall proceed with due expedition 15 days from the date Contract has been signed by the Procuring Entity.
18. Procuring Entity shall be entitled to, and it shall be lawful for him to recover damages for the shortfall in performance and Liquidated damages as detailed in this clause from all payments due or any Performance Security or any retention money. This clause does not limit Procuring Entity from imposing more than one damages under the contract, and such damages shall be applied concurrently.
19. If the contractor fails to perform the Services within the time frame(s) incorporated in the contract, the Procuring Entity shall, without prejudice to other rights and remedies available to the Procuring Entity under the contract, deduct from the contract price, as liquidated damages for each week of delay or part thereof until actual delivery or performance, but not as a penalty, a sum equivalent to the 0.125% percent of the related monthly bill of the Services.
20. The contractor shall submit a Final bill on the Contract Manager's certificate of completion regarding the services. The Final payment shall be made as per the following calculations to the contractor after receiving a clear "No Claim Certificate" signed from him the total quantity of service executed by the contractor upto the completion date based on the Contract Manager certified measurements.
21. 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
22. 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.

28. 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.
29. The contractor shall be entirely responsible for all taxes, duties, fees, levies etc., incurred until delivery of the Services to the Procuring Entity.
30. The Procuring Entity shall deduct from all payments and deposit required taxes to respective authorities on account of GST Reverse Charge Mechanism and Tax Deducted at Source (TDS).
31. The Procuring Entity shall, without prejudice to other rights and remedies under the contract, recover as damages for the shortfall in performance, but not as a penalty, 0.5% percent (or any other percentage prescribed) of the delivered price (including elements of GST & freight) of the defective Services, If the contractor fails to perform the Services as per Performance Standards and Quality, without having to prove actual loss incurred.

## **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 in the SCC shall prevail.

1. The contractor should provide qualified, experienced and skilled technicians for the works proposed in the e-tender for a period of six months within one year. The technicians should have a minimum educational qualification of plus two/VHSE (agriculture) with tissue culture technician course and proof for the same must be submitted while signing the contract.
2. The contract for the outsourcing of TCT will have a validity of one year.
3. The persons deployed by the contractor for the services mentioned above shall be the employees of the contractor that the persons so deployed shall remain under the control and supervision of the contractor.
4. In case any of the persons so deployed by the contractor does not come upto the mark or does not perform his duties properly or commits misconduct or indulges in any disorderly conduct, the contractor shall immediately withdraw and take suitable action against such persons on the report of the Assistant Director, BMFC Kazhakuttom in this respect.
5. The Contractor shall carefully and diligently perform the work assigned to him as mentioned at Schedule of Requirements as deemed fit by him in consultation with the Contract Manager.
6. For performing the assigned work, the Contractor shall deploy medically and physically fit persons. The Contractor shall ensure that the persons are punctual and disciplined and remain vigilant in performance of their duty.
7. The payment for the total price of Services calculated at the percentage of the actual value of Activities rendered shall be made every month as per measurement and certification made by the officer in charge of contract works, whichever is stipulated in the contract.
8. The Contractor shall take all reasonable precautions to prevent any disorderly conduct or acts of his employees so deployed and ensure preservation of peace and protection of persons and property of the Institution.
9. The Contractor shall remove all workers deployed by him on termination of the contract or on expiry of the contract from the premises of BMFC Kazhakuttom and ensure that no such person shall create any disruption/hindrance/problem of any nature in the institution either explicitly or implicitly.
10. The Contract shall further keep Institution, indemnified against any loss to the property and assets of the institution. The institution shall have further right to adjust and/or deduct any of the amounts as aforesaid from the payment due to the Contractor under this contract.
11. The deployed persons should perform the work from 9.00 AM to 5.00 PM.
12. All the tender conditions shall be governed by the Kerala Financial Code and Store Purchase Manual and Rules 2013.

## Section VI:

### SCHEDULE OF REQUIREMENTS

Tender No. **BMFC/1/2024** dated **07/06/2024**

Title : **Outsourcing of Tissue culture Technicians for BMFC Kazhakuttom**

#### A. Name and Details of Items

Sl No.	Description and Scope of Services; Outcomes, Deliverables, reports	Specification	Frequency/ Shifts, Timelines Milestones	Quantum	Service Site	Remarks
1	<b>Outsourcing of Tissue Culture Technicians - Culture Transfer work in Laminar Air Flow Chamber</b>	a) Sub culturing of Banana culture and arranging the culture bottles in tray after wrapping the top portion of bottle with cling film and labeling the culture bottles – minimum 150 bottles per day per person	<b>For a period of 6 months within one year</b>	<b>600 Nos. of mandays in total</b>	Biotechnology and Model Floriculture Centre, Kazhakuttom.	skilled technicians with minimum educational qualification of plus two/VHSE (agriculture) with tissue culture technician course

#### B. Terms and place of service delivery

- 1) The site for Service delivery shall be the tissue culture production Biotechnology and Model Floriculture Centre Kazhakuttom.