

Tender Document

For

Supply of 160 numbers of Induction hob-compatible Milk Boilers and Idli Cookers at Chitoor Palakkad.

Tender No: EMC/168/2023-ET-C(ESS)/T-CKR dated 03/05/2023



**Energy Management Centre - Kerala,
Sreekariyam.P.O
Thiruvananthapuram - 695 017
Kerala**

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SECTION-I

SUMMARY

1. Tender Number & Title

Tender No: EMC/168/2023-ET-C(ESS)/T-CKR dated 03/05/2023

Tender Title: Supply of 160 numbers of Induction hob-compatible Milk Boilers and Idli Cookers at Chitoor Palakkad.

About EMC: Energy Management Centre –Kerala (EMC) was established in 1996 as an autonomous organization under the Department of Power, Government of Kerala. Government of Kerala, vide G.O (P) No./3/03/PD dated 18.12.2003 has notified Energy Management Centre (EMC) as the State Designated Agency (SDA) to co-ordinate, regulate and enforce the provisions of the Energy Conservation Act, 2001 within the State of Kerala.

2. Background

The Energy Management Center is undertaking project to make the Anganwadis under the Integrated Child Development Services (ICDS) Scheme fully self-sufficient in Energy through cleaner electric cooking and supply energy efficient equipment.

As part of this Energy Management Centre –Kerala (EMC) with the support of Bureau of Energy Efficiency (BEE) invites tender from reputed manufacturers /authorized dealers, having sales support in Kerala for Supply of 160 numbers of Induction hob-compatible Milk Boilers and Idli Cookers at Chitoor , Palakkad. for supplying to anganwadies in Chitoor Legislative Assembly of Palakkad.

3. TERMS & CONDITIONS

Opening of Technical Bid and Bidder short-listing: The technical bids will be opened, evaluated and short listed as per the eligibility criteria and technical qualifications. All documents in support of technical qualifications shall be submitted on sealed covers. Failure to submit any of the requisite documents will attract disqualification. Bids short listed by this process will be taken up for opening the financial bid.

Opening of Financial Bids: Bids of the technically qualified bidders shall only be considered for opening and evaluation of the financial bid on the date and time mentioned in the critical date's section.

c. Documents Comprising Bid:

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

Pre-Qualification or technical proposal shall contain the following documents, which every bidder has to submit:

As mentioned in Clause 8 of Section II.

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

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

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

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

The Bidder shall pay a tender document fee of Rs. 580/- + GST (18%) and Earnest Money Deposit or Bid Security of Rs.7200/-. With the provisions of G.O (P) No.2/2019/SPD dated 24/01/2019, EMD and Tender fees are exempted for MSMEs registered in Kerala with Valid Udyog Aadhaar Number / Udyam Registration. The proof of same shall be submitted along with Tender submittals in the Technical Bid. The Bid security is required to protect EMC against the risk of Bidder's conduct, which would warrant the forfeiture of bid security. No bidders are exempted from paying the EMD and the tender fees.

4. Tender Schedule/Critical Dates

Publish Date	03/05/2023	Bid Submission start Date	04/05/2023
Document Download Start Date	03/05/2023	Bid Submission End Date	08/05/2023 03:00 PM
Clarification Start Date	03/05/2023	Date of opening of technical cover	08/05/2023
Clarification End Date	05/05/2023	Date of opening of price bid	09/05/2023

SECTION-II

INSTRUCTION TO BIDDERS

1. Eligible Bidders

- 1.1 This invitation for Bids is open to all eligible bidders as per the eligibility criteria of this bidding document and that possess necessary license/certificate issued by Competent Authorities.
- 1.2 The firm shall have supplied Utensils /Kitchen appliances with a total value of Rs. 10 Lakhs in the previous three years.

2. Cost of Bidding

- 2.1 The Bidder shall bear all costs associated with the preparation and submission of his bid, and the ENERGY MANAGEMENT CENTRE-KERALA, hereinafter referred to as "EMC ", will in no case be responsible or liable for those costs, regardless of the conduct or outcome of the bidding process.

3. The Bidding Documents

- 3.1 The Bidder is expected to examine all instructions, forms, terms and specifications in the Bidding Documents. Failure to furnish all information required by the Bidding Documents or submission of a bid not substantially responsive to the Bidding Documents in every respect will be at the Bidders risk and may result in the rejection of its bid.

4. Amendment of Bidding Documents

- 4.1 At any time prior to the deadline for submission of bids, EMC may, for any reason, whether at its own initiative or in response to a clarification requested by a prospective Bidder, modify the Bidding Documents by amendment.
- 4.2 The amendment will be notified in the website and will be binding on all the bidders who submit the tender document.
- 4.3 In order to afford prospective Bidders reasonable time in which to take the amendment into account in preparing their bids, EMC may, at its discretion, extend the deadline for the submission of bids.

5. Preparation of Bids

5.1. Language of Bid

The Bid prepared by the Bidder and all correspondence and documents relating to the bid exchanged by the Bidder and EMC, shall be written in the English language, provided that any printed literature furnished by the Bidder may be written in another language so long as accompanied by an English translation of its pertinent passages in which case, for purposes of interpretation of the bid, the English translation shall govern.

5.2. Documents comprising the Bid

The bid prepared by the Bidder shall comprise the following components:

- a) A Bid Form and a Price Schedule
- b) Documentary evidence established in accordance with the relevant clause that the Bidder is eligible to bid and is qualified to perform the contract if bid is accepted.
- c) Documentary evidence established in accordance with the relevant clause that the goods and ancillary services to be supplied by the Bidder are eligible goods and services and conform to the Bidding Documents; and
- d) Earnest Money Deposit furnished details.

6. Bid Prices

6.1 Unless stated otherwise in the bidding documents, the contract shall be for the Supply of 160 numbers of Induction hob-compatible Milk Boilers and Idli Cookers at Chittoor Palakka, Kerala as described in the invitation for bid based on the lump sum rates and prices submitted by the bidder.

6.2 The bidder shall fill in rates and prices for all items described in the Schedule of quantities, whether quantities are stated or not. Items against which no rate is entered by the bidder shall not be paid for by EMC when executed and shall be deemed to have been covered by the other rates in the schedule of quantities.

6.3 Fixed price

The rates and prices quoted by the bidder shall be fixed for the duration of the contract and shall not be subjected to adjustment on any account.

6.4 Price adjustment

Rates and prices quoted by the bidder shall not be subject to adjustment during performance of the contract to reflect the change in the costs of labor and material components.

6.5 The Tenderer shall quote the rates including all taxes, duties and levies. But the successful tenderer shall produce proof of payment of all taxes and duties. The Tenderer shall submit the bid for the complete scope of the work and submission for part of the work will be rejected.

7. Bid Currencies

For all goods and services covered in this Bidding Document, prices shall be quoted in Indian Rupees only.

8. Documents Establishing Bidders' Eligibility and qualifications

8.1 The Bidder shall furnish, as part of its bid, documents establishing the Bidder's eligibility to bid and its qualification to perform the Contract if its bid is accepted. For the purpose of this bidder shall meet the following qualification criteria as a minimum.

8.2 The documentary evidence of the Bidder's qualifications to perform the Contract if its bid is accepted shall be established to EMC's satisfaction that, the Bidder has the financial and business capability necessary to perform the Contract. To this end, all bids submitted shall include the following information.

- Details related experience documents as mentioned in Annexure I of Submittals
- Report on the financial standing of the Bidder such as Profit and Loss Statements, Balance Sheets, and Auditor's Report for the past three years.

9. Earnest Money Deposit (EMD)

9.1 The Bidder shall furnish, as part of its bid, Earnest Money Deposit (EMD) for the amount as Online NEFT transfer as per the following bank account of EMC or Demand Draft to Director Energy Management Centre drawn from any nationalized bank Payable at Trivandrum. With the provisions of G.O (P) No.2/2019/SPD dated 24/01/2019, EMD is exempted for MSMEs registered in Kerala with Valid Udyog Aadhaar Number / Udyam Registration. Energy Management Centre

Account Name	Energy Management Centre
Account No	32860100005883
Bank and Branch	Bank of Baroda, Ullur Branch
IFSC Code	BARB0ULLOOR

9.2 The Earnest Money Deposit (EMD) is required to protect EMC against the risk of Bidder's conduct, which would warrant the security's forfeiture.

9.3 The Earnest Money Deposit (EMD) of the unsuccessful bidders shall be refunded as promptly as possible, after the expiry of the period of bid Validity as prescribed in these documents

9.4 The Earnest Money Deposit (EMD) of the successful bidder will be adjusted towards the security deposit that will have to be deposited for the satisfactory fulfillment of the contract.

9.5 No interest shall be paid by EMC on the Earnest Money Deposit (EMD) furnished by the bidder.

9.6 The Earnest Money Deposit (EMD) may be forfeited:

- a. If a Bidder withdraws its bid during the period of bid validity specified by the Bidder on the Bid Form; or
- b. In the case of successful Bidder, if the Bidder fails:
 - I. To sign the contract in accordance; or
 - II. To furnish performance security.

10. Validity of Bids

10.1 Bids shall remain valid for 180 days after the date of bid opening prescribed by EMC, A bid valid for a shorter period shall be rejected by EMC as non-responsive.

10.2. In exceptional circumstance, EMC may solicit the Bidders consent to an extension of the period of validity. The request and the responses thereto shall be made in writing (or by cable or mail). The bid security provided under shall also be suitably extended. A Bidder may refuse the request without forfeiting its bid security. A Bidder granting the request will not be required nor permitted to modify its bid.

11. Variations in bidding conditions

11.1 The bidder shall submit offer, which comply fully with the requirements of the bidding documents. Conditional bids are liable to be considered as non-responsive.

11.2. Bidder's Clarification

- a. The bidders can raise issues relating to the bid document and seek answers to queries on any matter before the bid clarification closing stage.
- b. The bidder is requested to submit any question in writing or by email to recheck before the submission of the bid clarification closing date of the bid.
- c. Clarifications on bid will be published on the website.

12. Submission of bids

12.1. Bid Submission

The bidders are required to submit their bids on the sealed covers to EMC

- a. The bid shall be in two parts viz. Pre-Qualification bid and Price bid
- b. The price bids of those who qualified in the pre-qualification criteria will only be opened.

12.2. The bidders are also required to forward the documents mentioned in the submittals part as hardcopy to Energy Management Centre Kerala within the date of closing of the tender.

13. Submission of sample

13.1 All bidders should submit sample of the Milk cooker and Idli cooker before the specified date. The sample submitted by the bidders should be of the same specification as mentioned in their tender document. The sample submitted by the technically qualified bidders will be returned or price for the Milk boiler and idly cooker will be provided the by EMC on the submission of invoice after the all the tender process is completed. However, the samples submitted by technically disqualified bidders will be returned after the technical evaluation is completed.

13.2 The successful bidder has to supply the same Milk cooker and Idli cooker as they had submitted as sample.

13.3 The sample Milk cooker and Idli cooker will only be returned after the tender process is completed and in no way the sample will be returned in between the tender process.

14. Evaluation of Tender

14.1 The tender will be evaluated separately for technical bid and financial bid. The technical bid will be evaluated first, based on the eligibility of the tenderer. The financial bid of only technically qualified bidders shall be opened. The tenderer who

qualifies the technical bid and has quoted lowest financial bid shall be given the work.

15. Award of Contract

15.1. Award criteria

EMC shall award the contract to the bidder whose bid has been determined to be substantially responsive to the bidding documents and who has offered the lowest, provided further that the bidder has the capability and the resources to carry out the contract effectively.

15.2. EMC's Right to Accept Any Bid and to Reject Any or All Bids. EMC reserves the right to accept or reject any bid, and to annul the bidding process and reject all bids at any time prior to award of Contract, without thereby incurring any liability to the affected Bidder or Bidders or any obligation to inform the affected Bidder or Bidders of the grounds for EMC's action.

16. Notification of Award

16.1 Prior to expiry of the period of bid validity prescribed in the bid documents EMC will notify the successful bidder by AOC (Award of Contract) confirmed in writing that his bid has been accepted. This letter (hereinafter and in the conditions of Contract referred to as "Letter of Acceptance") shall name the sum which EMC will pay to the tenderer in consideration of the execution, completion of the study by the tenderer as prescribed by the Contract (hereinafter and in the Conditions of the Contract).

16.2 The notification of the award will constitute the formation of the Contract.

16.3 Upon the furnishing by the successful bidder of a performance security in accordance with the clause 17, EMC will notify the unsuccessful bidders that their bids have been unsuccessful.

17. Signing of Contract

17.1 At the same time as EMC notifies the successful Bidder that its bid has been accepted, EMC will send the Bidder the Contract Form provided in the Bidding Documents, incorporating all agreements between the parties.

17.2 Within 15 days of receipt of the Contract form the successful Bidder shall sign and date the Contract and return it to EMC

17.3 A specimen of the form of contract is attached as Annexure 1.

18. Performance Security

18.1 The successful tenderer shall, before signing the agreement and within 15 days On receipt of notification of contract from EMC, deposit a sum equivalent to five percent (5 %) of the value of the contract as security for the satisfactory fulfillment of the contract less the amount of earnest money deposited by him along with his tender.

18.2 The proceeds of the performance security shall be payable to EMC as compensation for any loss resulting from Contractor's failure to complete its obligations under the Contract.

18.3 The performance security shall be denominated in Indian Rupees and shall be in the following form:

1. At least 50% of the performance guarantee shall be in the form of Demand Draft Drawn in favor of Director EMC, Payable at Trivandrum; Remaining shall be in the form of Bank guarantee issued by a Nationalized Indian Bank/New Generation Bank/Scheduled bank/foreign bank operating in India.

2. The period of validity of security deposit shall be 60 days beyond the period of completion of all contractual obligations from the date of award of work.

18.4 The performance security will be discharged by EMC and returned to the tenderer after completion of the tenderer's performance obligations.

18.5 In the event of an increase in the Contract value, in actual execution, proportionate additional performance security shall be paid by the tenderer if called upon to do so.

18.6 In the event of a decrease in the Contract value the performance security shall be proportionately adjusted on the completion of the work.

18.7 No interest shall be paid by EMC for the amount deposited as Performance security with EMC.

18.8 If the successful tenderer fails to deposit the security and execute the agreement as stated above, the earnest money deposited will be forfeited by EMC. If the defaulting firm is a registered firm their registration is liable to be canceled.

18.9 In cases where a successful tender, after having made partial completion of work fails to fulfill the contracts in full, all or any part of the work have to be completed by means of another tender/quotation or by negotiation or from the next higher tenderer who had offered to carry out the work and the loss, if any, caused to the EMC shall thereby together with such sums as may be fixed by the EMC towards damages to be recovered from the defaulting tenderer. Even in cases where no alternate assignments are arranged for the work not completed, the security deposit of the defaulter shall be forfeited.

SECTION-III

GENERAL CONDITIONS OF CONTRACT

1. Definitions

- 1.1 In this contract, the following terms shall be incorporated as indicated
- a. "The Contract" means the agreement entered into between EMC and the Successful bidder, as recorded in the Contract Form signed by the parties, including all attachments and appendices thereto and all incorporated by reference therein;
 - b. "The Contract Price" means the price payable to the tenderer under Contract for the full and proper performance of its contractual obligations;
 - f. The "EMC" SHALL mean ENERGY MANAGEMENT CENTRE-KERALA
 - g. "The Tenderer/Contractor" means the successful bidder whose bid has been accepted by EMC and on whom a work order has been placed and shall include his heirs, legal representatives and assignees.
 - h. Engineer-in-charge means the Engineer or any other authorized representatives of EMC who is empowered to take a decision on behalf of EMC for the purpose of the Contract.
 - j. "GCC" means the General Conditions of Contract contained in this section.
 - l. "EMD" means Earnest Money Deposit.

2. Time of Completion

The work shall be completed on or before 12th May 2023 . The time of completion shall not be changed unless the extension of the period is ordered by agreement authority in writing on the request of the contractor. EMC reserves the right of extension of time or not after taking into consideration of occurrence of an event which leads to delay in completion of work

3. EMC's right to vary quantities at the time of award

EMC reserves the right to increase or decrease the quantity to be ordered up to 25 percent of bid quantity at the time of placement of contract.

EMC also reserves the right to increase the ordered quantity by up to 25 % of the contracted quantity during the currency of the contract at the contracted rates. Bidders are bound to accept the orders accordingly.

4. EMC's Right to Accept Any Bid and to Reject Any or All Bids.

EMC reserves the right to accept or reject any bid, and to annul the bidding process and reject all bids at any time prior to award of Contract, without thereby incurring any liability to the affected Bidder or Bidders or any obligation to inform the affected Bidder or Bidders of the grounds for EMC's action.

5. Acceptance of Communication of Assignment

Communication of acceptance of the tender normally constitutes a concluded contract. Nevertheless, the successful tenderer shall also execute an agreement for the due fulfillment of the contract within the period to be specified in the letter of acceptance. The contractor shall have to pay all stamp duty, lawyer's charges and other expenses incidental to the execution of the agreement. Failure to execute the agreement within the period specified will entail penalties.

6. Mode of payment

(i) All payments to the contractors will be made by EMC in the due course, by cheques or NEFT.

(ii) All incidental expenses incurred by EMC for making payments outside the district in which the claim arises shall be borne by the contractor.

(iii) Ordinarily, payments will be made only after the completion of work as per the terms and conditions and are actually verified and certified by the Competent Authority. The firms will produce a stamped pre-receipted invoice for the release of payments (advance/Part/Final).

The Payment schedule would be linked to following milestones:

Milestones	Percentage
Supply of induction Milk Boiler and idly cooker in full	100%

**If in any case security deposit is not paid 95% of total contract value will be released retaining 5% of the contract value.*

11. Subcontract/Outsourcing

The contractor shall not assign or make over the contract on the benefits or burdens thereof to any other person or body corporate. The contractor shall not under let or sublet to any person or persons or body corporate the execution of the contract or any part thereof without the consent in writing of the EMC who shall have absolute power to refuse such consent or to rescind such consent (if given) at any time if he is not satisfied with the manner in which the contract is being executed and no allowance or compensation shall be made to the

contractor or the sub contractor upon such decision. Provided always that if such consent is given at any time, the contractor shall not be relieved from any obligation, duty or responsibility under this contract. However for layout, artwork, printing and related specific work the tenderer can engage professionals with intimation to Energy Management Centre – Kerala. Intimation and acceptance of EMC is not relieving the successful tenderer in meeting professional quality of printed materials.

12. Insolvency or Liquidation

In case the contractor becomes insolvent or goes into liquidation, or makes or propose to make an assignment for the benefit of his creditors or proposes any composition with his creditors for the settlement of his debts, carries on his business or the contract under inspection on behalf of or his creditors, or in case any receiving order or orders, for the administration of his estate are made against him or in case the contractor shall commit any act of insolvency or in case in which under any clause or clauses of this contract the contractor shall have rendered himself liable to damages amounting to the whole of his security deposits, the contract shall, thereupon, after notice given by the EMC to the contractor, be determined and the EMC may complete the contract in such time and manner and by such persons as the EMC shall think fit. But such determination of the contract shall be without any prejudice to any right or remedy of the EMC against the contractor or his sureties in respect of any breach of contract therefore committed by the contractor. All expenses and damages caused to EMC by any breach of contract by the contractor shall be paid by the contractor to EMC, and may be recovered from him under the provisions of the Revenue Recovery Act in force in the State.

13. Events of default

Any of the following events shall constitute an event of default by the contractor unless caused by force majeure event

1. Any delay occurring due to the negligence on the part of Contractor
2. Delay in time of completion
3. Non compliance with the scope of work with due diligence
4. The contractor fails to submit the security deposit with in 15 days from the date of execution of the agreement.
5. The contractor has failed to complete the assignment with in time of completion or extended time of completion as given in writing by EMC.
6. The contractor is in breach of any of its commitments under the agreement and has failed to cure breach with in time period specified.

7. The contractor has repudiated the agreement otherwise expressed its intention not to be bound by the agreement.
8. The contractor has been ordered for wound up by the liquidation.

14. Termination due to Events of default

(i) Without prejudice to any other right or remedy which EMC may have in respect thereof under this agreement , up on the occurrence of an event of default by the contractor and the project is delayed more than 20 days, EMC be entitled to terminate this agreement hereinafter provided, under due intimation to the Contractor.

(ii) If the EMC decides to terminate this agreement, it shall in the first instance issue a preliminary notice to the contractor. Within 15 days of receipt of the preliminary notice, the contractor shall submit to the EMC in sufficient detail, the manner in which it proposes to cure the underlying event of default. In case of non-submission of the contractor's proposal to rectify within the said period of 15 days, the EMC shall be entitled to terminate the agreement by issuing the termination notice and to appropriate the performance security deposit.

(iii) In the event of termination after receipt of stage payment, the amount so paid shall be recovered with interest at bank rates.

(a) Termination Notice

If the EMC desires to terminate this agreement, it shall issue termination notice setting out

- (i)** In sufficient detail the underlying event of default
- (ii)** The termination date which shall be a date occurring not earlier than the 15 days from the date of the termination notice.
- (iii)** Any other relevant information.

(b) Obligation of the Contractor

Following the issue of termination notice and cancellation of the agreement, the project facilities shall be transferred back to the EMC free from any encumbrance.

(c) Withdrawal of Termination Notice

Notwithstanding anything inconsistent contained in this agreement, if the contractor who has been served with the termination notice cures the underlying event of default to the satisfaction of the EMC at any time before the termination occurs, the termination notice shall be withdrawn by the EMC.

15. Governing Law & Jurisdiction

In case any difference or dispute arises in connection with the contract, all legal proceedings relating to the matter shall be instituted in the Courts at Thiruvananthapuram, Kerala.

16. Appropriation from Payments

Any sum of money due and payable to the contractor (including security deposit, returnable to him) under this contract may be appropriated by the Director, EMC, Kerala and set off against any claim of the EMC for the payment of a sum of money arising out of or under any other contract made by the contractor with EMC or any other person authorized by EMC. Any sum of money due and payable to the successful tenderer or contractor from EMC shall be adjusted against any sum of money due to EMC from him under any other contracts.

17. Letter and/or notice to be served

Every notice hereby required or authorized to be given may be either given to the contractor personally or left at his residence or last known place of abode or business, or may be handed over to his agent personally, or may be addressed to the contractor by post at his usual or last known place of abode or business and if so addressed and posted, shall be deemed to have been served on the contractor on the date on which, in the ordinary course of post, a letter so addressed and posted would reach his place abode or business.

18. Revision of Rates

No representation for enhancement of rates once accepted will be considered.

19. Disqualification

Any attempt on the part of the tenderer or their agents to influence EMC in their favor by personal canvassing with the Officers concerned or in collusion with other contractors will disqualify the tenderer.

20. Acceptance of Penalty Clause

Tenderer should be prepared to accept orders subject to the penalty clause for forfeiture of security in the event of default in complying or failure to comply within the stipulated period.

21. Lump Sum Firm Price and Taxes & Duties

The prices quoted should clearly identify basic Lump-sum fixed price and details of all taxes, duties, ceases, etc., in percentage as well as actual amount which are or may become payable by the contractor under existing or future laws or rules of the country or origin/supply or delivery during the course of execution of the contract. The format for quoting the price is attached.

22. Special conditions if any

Special conditions, if any, of the tenderer attached with the tenders, will not be applicable to the contract unless they are expressly accepted in writing by the EMC.

23. Agreement

The tenderer should submit, along with his tender, an agreement executed and signed in Kerala Stamp Paper of value Rs.200/- purchased in the Kerala State. And also the tenderer should send the hard copy of the same to Energy Management Centre Kerala within the stipulated date. A specimen form of agreement is given in the submittals of this tender. Tenders without the agreement in stamp paper will be rejected outright. But in deserving cases where agreement has not been received, the EMC may exercise discretion and call upon such tenderer to execute the agreement within a period of ten days from the date of issue of such intimation, if the EMC is satisfied that the omission to forward the agreement along with the tender was due to causes beyond the control of the tenderer and was not due to any negligence on his part. The agreement received from a tenderer after the above time limit will not be considered.

24. Insurance & Safety

It is the sole responsibility of the successful bidder to furnish proper insurance coverage for his employees, equipment/instruments and all other properties for any possible damages/injuries that may be caused directly or indirectly during the course of the assignment.

The successful bidder shall be responsible for taking necessary permits and passes at Site and also to follow their safety guidelines while performing the energy efficiency study.

25. Liquidity Damages

The EMC will consider the time at which delay in completion has occurred and extent of losses at that time with respect to such delays will be calculated. The maximum amount of liquidity damages shall be 10 % of the contract amount or actual losses calculated for 90 days whichever is lower. If the delay exceeds more than 90 days, the contract is terminated at the risk and cost of the contractor.

25. Force Majeure

The tenderer shall be entitled to excuse performance of their respective obligations to the extent they are unable to perform the tender by an event of Force Majeure. A tenderer claiming relief on this account shall immediately on becoming aware of Force Majeure event give notice to the Energy Management Centre disclosing the manner in and the period during which performance of its obligation is likely to be affected.

Force Majeure means Acts of God, wars or similar action affecting Kerala Civil Commotions or general strike (Excluding by its own employees) lying beyond the reasonable control.

26. Resolving Dispute

a) Save where expressly stated to the contrary in the Agreement, any dispute, difference or controversy of whatever nature between the parties, howsoever arising under, out of or in relation to the agreement including disputes, if any, with regard to any acts, decision or opinion of EMC and so notified in writing by any party to the other parties shall in the first instance be resolved amicably in accordance with the procedure set forth in clause (6) below

b) Either party may require such dispute to be referred to The Director, EMC and The Managing Director, for the time being, for amicable settlement. Upon such reference, the two shall meet at the earliest mutual convenience and in any event within 15 days of such reference to discuss and attempt to amicably resolve the dispute.

c) If the dispute is not amicably settled within 30 days of such meeting between the two, the dispute may be referred to the Executive Committee of EMC and the decision of the Executive Committee shall be binding on both parties and shall be final.

Submittals of Bids

Bids shall be submitted in the following designated covers:

I. Cover I- Bid Agreement General Conditions of Contract:-

- The following documents shall be enclosed in Cover I and the Cover shall be superscripted as "Cover I "
- Instruction to Bidders, General Conditions of Contract (GCC) & Technical Specifications – to be Digitally signed and enclosed
- Following documents/certificates - shall be enclosed
- Duly Attested copies of documents relating to the Registration of the firm, Partnership deed, Articles of Association, Commercial Tax Registration /, Latest Income Tax Clearance certificate / PAN number from the IT Department, GST registration, excise department registration certificates, etc.
- The Duly filled and stamped details of the applicant as per the format in **Annexure 1** of the submittals.
- Availability of key personnel for single point contact for the delivery of the Milk boiler and Idly cooker and other related queries regarding the warranty replacement, etc.
- Details of experience and past performance of the bidder in the supply of utensils/kitchen appliances.
- Duly filled and stamped technical specifications as per the format in **Annexure II.**
- Duly filled and stamped **Annexure III.**
- The proof of remittance of EMD and tender fee.
- Duly filled and Stamped **Annexure IV**
- Report on the financial standing of the Bidder such as Profit and Loss Statements, Balance Sheets, and Auditor's Report for the past three years.
- Copy of latest Income tax clearance certificate, PAN card, and GST registration.
- Duly signed Declaration letter for non-performance/litigation as given in **Annexure V**

II. Cover II- Price Bid

- a. BOQ (Price Bid) as Given in Annexure VI in a separate cover superscribing "Cover II price Bid "

Annexure 1- Details of applicant

1. Name of Manufacture/ Dealer <i>(Attach copy of Registration certificate)</i>			
2. Single point contact details with Phone number and e-mail ID			
3. Details of supply of utensils/kitchen appliances in previous years	(attach proof)		
4. Annual Turnover for the last three financial years <i>(Attested copy of Annual Report/ Audited Accounts/ Income Tax Returns)</i>	2019-20	2020-21	2021-22
5. Total years in business of kitchen appliances.	-----Years		
6. Address (Postal) Telephone/s (with STD code): Fax No. email ID URL (website /blog)	<hr/> <hr/> <hr/> <hr/> <hr/> <hr/> <hr/> Pin code : <hr/> <hr/> <hr/>		
7. PAN Number			
8. Service tax/ GST Registration number			

Signature: _____

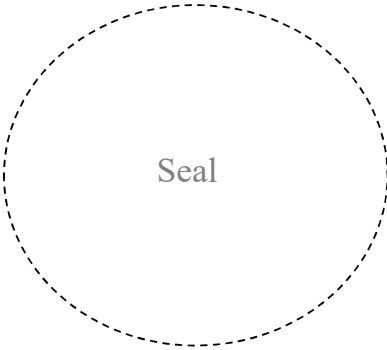
Name: _____

Designation: _____

Company/Firm: _____

Place: _____

Date: _____



Annexure -2 Technical Specifications

Item 1: Milk Boiler

SI No	Parameter	Specification/general features required	Bidder Shall fill in the details below*
1	Name of the manufacturer		
2	Name of the brand		
3	Model Number		
4	Type	Milk boiler	
5	Capacity	2 Ltr	
6	Induction Bottom	Yes	
7	Lid	Yes included	
8	Material	Stainless steel (food grade) SS 304	
9	Warranty	1 year	

Item 2: Idly Cooker

SI No	Parameter	Specification/general features required	Bidder Shall fill in the details below*
10	Name of the manufacturer		
11	Name of the brand		
12	Model Number		
13	Type	Idly Cooker	
14	Capacity	4 plates ,16 Idly(min)	
15	Induction Bottom	Yes	
16	Lid	Yes included	
17	Material	Stainless steel (food grade) SS 304	
18	Warranty	1 year	

*Bidder shall fill in all the details if any particulars are not applicable please enter “NA”

Annexure - 3

Tender Form

(To be submitted in Company Letter Head)

From

To

DIRECTOR
Energy Management Centre – Kerala
Sreekrishna Nagar,
Sreekariyam P.O,
Thiruvananthapuram,
Kerala-695017

Sir,

Having examined the specifications and tender schedule, schedule of work and having acquired the requisite information relating to the tender in all respects, I/We _____ hereby offer to execute the work as specified in this tender at the rates mentioned in the schedule of work attached in accordance with the specifications, conditions of the tender, the articles of the agreements and such other materials as may be prescribed from time to time.

Should this tender for be accepted, I/We hereby agree to abide by and fulfill the terms and provisions of the said conditions of contract annexed hereto so far as they may be applicable or in default thereof to forfeit the E.M.D. and pay the Energy Management Centre - Kerala, the amount mentioned in the said conditions.

I/we have deposited a sum Rs...../- Rupeesonly) as EMD in the form of online payment. Should I/we fail to execute the agreement when called upon to do so, or to commence work as provided in the conditions,

I/we do hereby agree that the Energy Management Centre - Kerala shall without prejudice to any right or remedy be at liberty to forfeit the EMD absolutely and also recover from me /us the entire loss that may be caused to the Energy Management Centre - Kerala by retender arrangement of the Work otherwise, under the provisions of Revenue Recovery Act or otherwise.

I/we agree that arbitration shall not be a means of settlement of any dispute or claim arising out of this contract.

Particulars of online payment:

Signature of the tenderer

Full Name and address:

Annexure 4

Qualification Document I –Bounden Agreement

(To be produced in Kerala Govt Stamp Paper worth Rs. 200/-)

ARTICLES OF AGREEMENT executed on this the _____ day of _____ Two Thousand and _____ between the Energy Management Centre (hereinafter referred to as EMC) of the one part of Sri. _____ (Name and Address of the tender) hereinafter referred to as “the Bounden”) of the other part.

WHEREAS in response to Notification No. _____ dated _____ the bounden has been submitted to EMC a tender for the _____ specified therein subject to the terms and conditions contained in the said tender.

AND WHEREAS the bounden has furnished to EMC a sum of Rs. _____ as Earnest Money Deposit for execution of the agreement undertaking the due fulfilment of the contract in case his tender is accepted by EMC.

NOW THESE PRESENTS WITNESS and it is hereby mutually agreed as follows:-

In case the tender submitted by the bounden is accepted by EMC and the contract for _____ is awarded to the bounden, the bounden shall within _____ days of acceptance of his tender, execute an agreement with EMC incorporating all the terms and conditions under which EMC accepts his tender.

In case the bounden falls to execute the agreement as aforesaid incorporating the terms and conditions governing the contract, EMC shall have power and authority to recover from the bounden any loss of damages caused to EMC by such breach as may be determined by EMC by appropriating the moneys inclusive of Earnest Money deposit by the bounded and if the Earnest Money is found to be inadequate the deficit amount, may be recovered from the bounden and his properties movable and immovable in the manner hereinafter contained.

All sums found due to EMC under or by virtue of the agreement shall be recoverable from the bounden and his properties movable and immovable under the provisions of the Revenue and in such other manner as EMC may deem fit.

In witness where of Sri. _____ (Name and designation for and on behalf of EMC and Sri. _____ bounden has hereunto set their hands the day and year shown against their respective signature.

Signed by Sri. _____ (Date) _____
in the presence of witnesses _____

Signed by Sri _____ (Date) _____
in the presence of witnesses _____

Annexure 5

Declaration letter for non-performance/litigation

Declaration Letter on official letter head stating the following:

We are not involved in any major litigation that may have an impact of affecting or compromising the delivery of services as required under this contract. We are not black-listed by any Central / State Government / Public Sector Undertaking in India

Witness

Consultant

Signature:

Signature:

Name:

Name:

Address:

Address:

Date:

Date:

Checklist of documents to be submitted along with the tender

SI No	Particulars	Complied	Page no/flag
1.	Covering letter duly signed and stamped by the tenderer.		
2.	Duly filled and signed and stamped <u>Annexure 1</u> i.e. details of the applicant		
3.	Duly filled and signed and stamped <u>Annexure 2</u> i.e. details of the milk boiler and idly cooker		
4.	Duly filled and signed and stamped <u>Annexure 3</u>		
5.	Duly filled and signed and stamped <u>Annexure 4</u>		
6.	Duly filled and signed and stamped <u>Annexure 5</u> i.e. declaration for non-performance /litigation		
7.	The tender document is duly signed and stamped at the bottom of each page		
8.	Proof of EMD and Tender fee		

Price Bid

(Price bid in the following format shall be enclosed in a separate cover. The cover shall be superscripted "Cover II- prize bid for - "EMC/168/2023-ET-C(ESS)/T-CKR Supply of 160 numbers of Induction hob-compatible Milk Boilers, and Idli Cookers)

Name of Work:

Tender No: EMC/168/2023-ET-C(ESS)/T-CKR

Name & Address of the tenderer:

BOQ (Price Bid):

Sl. No.	Specification and details	Quantity [A]	Unit Price (Excluding GST) [B]	Amount (Excluding GST) [C= A X B]
Item 1	Milk Boiler	160		
Item 2	Idly cooker	160		
GST @ _____% [D]				
Total Amount inclusive of all taxes and duties [E = D+C]				

Amount in words including GST and all other taxes and duties and transportation to EMC. _____ Only

Signature

Seal

Annexure 1

AGREEMENT

(Specimen of the contract agreement to be prepared and submitted in Rs.200/- Kerala Stamp paper at the time of award of contract)

S.1 THE AGREEMENT

S 1.1 This agreement made and entered into on this th day of 2022 between The Director, Energy Management Centre, Under Department of Power, Government of Kerala having its office at Sree Krishna Nagar, Sreekariyam P.O, Thiruvananthapuram 695017 (hereinafter referred as “EMC” which expression shall where the context so admits include its successors and permitted assigns) of the OTHER PART.

And

S.1.2 The of the other part.

S.2 PREAMBLE

S.2.1 WHEREAS the EMC is taking up the work of “Supply of 160 numbers of Induction hob-compatible Milk Boilers and Idli Cookers at Chitoor Palakkad...”

AND WHEREAS the EMC has invited tenders for Supply of 160 numbers of Induction hob-compatible Milk Boilers and Idli Cookers at Chitoor Palakkad., Kerala...

AND WHEREAS the Bidder has tendered for Supply of 160 numbers of Induction hob-compatible Milk Boilers and Idli Cookers at Chitoor Palakkad... as per specifications, drawings and conditions mentioned hereinafter and appended to this.

AND WHEREAS EMC has been pleased to accept the bid for Supply of 160 numbers of Induction hob-compatible Milk Boilers and Idli Cookers at Chitoor Palakkad.

AND WHEREAS the Contractor has furnished Performance guarantee/ Bank Guarantee No.....Dated.....for sum of Rs/- (Rupees.....only), excluding the amount of earnest money deposited by him along with his tender, for the proper performance and the completion of the contract in every aspect, Now these presents witness and it is hereby mutually agreed as follows.

In this agreement words and expressions shall have the same meaning as are respectively assigned to them in the conditions of contract hereinafter referred to.

S.3 SCOPE OF THE AGREEMENT

S.3.1. Scope of work:

Objective: Supply of 160 numbers of Induction hob-compatible Milk Boilers and Idli Cookers at Chitoor Palakkad. All works specified in the technical documents shall be completed in manner Specified in the tender document No. _____ and work order No. _____

S.4 FINANCIAL ARRANGEMENTS

S.4.1 In consideration of the work to be carried out, the EMC shall pay to an amount of Rs/- (Rupees.....only) inclusive of all applicable taxes (presently at 18%) for undertaking this work.

The Payment schedule would be as following

- 100% payment shall be released on supply of milk boilers and idli cooker (If 5% security amount is paid by the bidder)

S.5 RESPONSIBILITIES OF (The successful bidder).....

S.5.1 The shall complete the ACTIVITY as per the scope within 30 days from the date of execution of the agreement .

S.5.2. The time of completion shall not be changed unless the extension of the period is ordered by agreement authority in writing on the request of the bidder. EMC reserves the right of extension of time or not after taking into consideration of occurrence of an event which leads to delay the completion of work.

S.6 RESPONSIBILITIES OF EMC

S.6.1 Fulfillment of all procedural, legal, commercial requirements for implementing the results of the ACTIVITY shall be the responsibility of the EMC.

S.7 COMPLETION OF ACTIVITY

S.7.1 The ACTIVITY shall be deemed to have been successfully completed supply of 160 numbers of milk cooker and 160 number of Idly cooker as hereinbefore by the to the EMC.

S.7.2 In case of delay in the work execution based on the representation of the is accepted by EMC in writing, the date of completion shall be further extended upto the period of extension in the completion of work accepted by EMC in writing.

S.8 RESULTS OF ACTIVITY

S.8.1 If the results of Activity are such that intellectual property rights could be secured through legal instruments i.e., (patents / designs / trademark / copyright) then EMC shall apply, secure and maintain the rights. The decision of the Director of the EMC on whether or not intellectual property rights should be sought and the territory where these shall be secured and final and binding on the The ownership of intellectual property rights shall vest in the EMC.

S.8.2 The shall not file any application for seeking intellectual property rights in its own name or in the name of its associates or any other person on any matter relating to the information disclosed to it by EMC. The shall not also oppose or direct or cause any person to oppose any application seeking intellectual property rights relating to the ACTIVITY filed by EMC.

S.9 CONFIDENTIALITY

S.9.1 During the tenure of the agreement both and the EMC undertake on their behalf and on behalf of their employees/representatives/associates to maintain strict confidentiality and prevent disclosure thereof, of all the information and data, exchanged/generated pertaining to work under this agreement for any purposes other than in accordance with the agreement.

S.10 FORCE MAJEURE

S 10.1. Neither PARTY shall be held responsible for non-fulfilment of their respective obligations under this agreement due to the exigency of one or more of the force majeure events such as but not limited to Acts of God, war, flood, earthquakes, strike, lockouts, epidemics, riots, civil commotion, etc. provided on the occurrence and cessation of any such events, the PARTY affected thereby shall give a notice in writing to other PARTY within one month of such occurrence of cessation. If the force majeure condition continues beyond one year the parties shall then mutually decide about the future course of action.

S.11 EFFECTIVE DATE, DURATION, TERMINATION OF THE AGREEMENT

S.11.1 The agreement shall be effective from the date of signing and shall remain in force for a period of one year from the said date or till completion of the project .

S.11.2 The agreement shall be deemed to expire on completion of the period, as in clause S.11.1 unless extended by both the parties.

S.11.3 During the tenure of the agreement, parties hereto can terminate the agreement either for breach of any of the terms and conditions of the agreement or otherwise by giving notice in writing to the defaulting PARTY. Failure of either PARTY to terminate the agreement on account of breach or default by the other shall not constitute a waiver of that PARTY's right to terminate this agreement.

S.11.4 In the event of termination of the agreement vide S.11.3 the rights and obligations of the parties thereto shall be settled by mutual discussion; the financial settlement shall take into consideration not only the expenditure incurred but also the expenditure committed by

S.12 NOTICES

S.12.1 All notices and other communications required to be served on the EMC under the terms of this agreement shall be considered to be duly served if the same shall have been delivered to, left with or posted by registered mail to the EMC at its last known address of business. Similarly, any notice to be given to the shall be considered as duly served if the same shall have been delivered to, left with or posted by registered mail to the at its registered address in

S.13 AMENDMENT TO THE AGREEMENT

S.13.1 No amendment or modification of this agreement shall be valid unless the same is made in writing by both the parties or their authorized representatives and specifically stating the same to be an amendment of this agreement. The modification/changes shall be effective from the date on which they are made/executed unless otherwise agreed to.

S.14 ASSIGNMENT OF THE AGREEMENT

S.14.1 The rights and/or liabilities arising to any PARTY to this agreement shall not be assigned except with the written consent of the other PARTY and subject to such terms and conditions as may be mutually agreed upon.

S.15 DISPUTE RESOLUTION

a) Save where expressly stated to the contrary in the Agreement, any dispute, difference or controversy of whatever nature between the parties , howsoever arising under , out of or in relation to the agreement including disputes, if any, with regard to any acts, decision or opinion of EMC and so notified in writing by any party to the other parties shall in the first instance be resolved amicably in accordance with the procedure set forth in clause (6) below

b) Either party may require such dispute to be referred to The Director, EMC and The Managing Director, for the time being, for amicable settlement. Upon such reference, the two shall meet at the earliest mutual convenience and in any event within 15 days of such reference to discuss and attempt to amicably resolve the dispute.

c) If the dispute is not amicably settled within 30 days of such meeting between the two, the dispute may be referred to the Executive Committee of EMC and the decision of the Executive Committee shall be binding on both parties and shall be final.

S.15.1 Except herein before provided, any dispute arising out of this agreement, the same shall be referred to the arbitration of two arbitrators, one to be appointed by each party to the dispute and in case of difference of opinion between them to an umpire appointed by the said two arbitrators before entering on the reference, and the decision of such arbitrators or umpire, as the case may be, shall be final and binding on both parties. The venue of arbitration shall be at such place as may be fixed by such arbitrators or umpire and the arbitration proceedings shall take place under the Indian Arbitration & Conciliation Act 1996.

S.16. Governing law of jurisdiction: In case any difference or dispute arises in connection with the contract, all legal proceedings relating to the matter shall be instituted in the court at Thiruvananthapuram, Kerala.

SEAL OF PARTIES

In witness whereof the parties have signed this agreement on the day, month and year mentioned hereinbefore

Parties

For and on behalf of

For and on behalf Of EMC

Signature

Signature

Name

Name

Director

Director

Seal

Seal

Witness: (Name& Address)

Witness: (Name & Address)

Date

Date