

Tender Document

For

**Providing Manpower Outsourcing Services
(10 No.s) for Energy Management Centre
- Kerala (EMC) Office,
Thiruvananthapuram, Kerala**

Tender No: EMC/146/2024-OA1 dated #ApprovedDate#



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

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SUMMARY

Tender No: EMC/146/2024-OA1 dated #ApprovedDate#

2. About Energy Management Centre – Kerala

3. Background

4. TERMS & CONDITIONS FOR E-PROCUREMENT

This tender is an e-tender and is being published Providing Manpower Outsourcing Services (10 No.s) for Energy Management Centre - Kerala (EMC) office, Thiruvananthapuram, Kerala. The tender is invited in the two-cover system from the eligible firms through e-procurement portal of Government of Kerala (<https://www.etenders.kerala.gov.in>). Prospective bidders willing to participate in this tender shall necessarily register themselves with above mentioned e-

procurement portal.

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

a. Online Bidder registration process:

Bidders should have a Class III or above Digital Signature Certificate (DSC) to be procured from any Registration Authorities (RA) under the Certifying Agency of India. Details of RAs will be available on www.cca.gov.in. Once, the DSC is obtained, bidders have to register on www.etenders.kerala.gov.in website for participating in this tender. Website registration is a one-time process without any registration fees. However, bidders have to procure DSC at their own cost. Bidders may contact e-Procurement support desk of Kerala State IT Mission over telephone at 0471-2577088, 2577188, 2577388 or 0484 — 2336006, 2332262 - through email: etendershelp.kerala.gov.in for assistance in this regard.

b. Online Tender Process:

The tender process shall consist of the following stages:

Downloading of tender document: Tender document will be available for free download on www.etenders.kerala.gov.in. However, tender document fees shall be payable at the time of bid submission as stipulated in this tender document.

Publishing of Reply to Queries / Corrigendum: All corrigenda shall be published on www.etenders.kerala.gov.in and shall not be available elsewhere.

Bid submission: Bidders have to submit their bids along with supporting documents to support their eligibility, as required in this tender document on www.etenders.kerala.gov.in. No manual submission of bid is allowed and manual bids shall not be accepted under any circumstances.

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 online. Failure to submit the documents online 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 critical date's section.

c. Documents Comprising Bid:

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

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

As mentioned in Clause 8 of Section II.

Energy Management Centre doesn't take any responsibility for any technical snag or failure that has taken place during document upload.

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

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

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

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

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

The Bidder shall pay a tender document fee of Rs. 2500.00 (Plus 18% GST) and Earnest Money Deposit or Bid Security of Rs. 50,000.00/-. The Bid security is required to protect EMC against the risk of Bidder's conduct, which would warrant the forfeiture of bid security.

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

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

A) Internet Banking Options (Retail)			
1	Allahabad Bank	32	Kotak Mahindra Bank
2	Axis Bank	33	Lakshmi Vilas Bank
3	Andhra Bank	34	Mehsana Urban Co-op Bank
4	Bandan Bank	35	NKGSB Co-operative Bank
5	Bank of Bahrain and Kuwait	36	Oriental Bank of Commerce
6	Bank of Baroda		Punjab and Maharashtra
7	Bank of India	37	Cooperative Bank
8	Bank of Maharashtra	38	Punjab National Bank
9	Bassein Catholic Co-operative Bank	39	Punjab and Sind Bank
10	BNP Paribas	40	RBL Bank
11	Canara Bank	41	Saraswat Cooperative Bank
12	Catholic Syrian Bank	42	ShamraoVithal Cooperative Bank
13	Central Bank of India	43	South Indian Bank
14	City Union Bank	44	Standard Chartered Bank
15	Corporation Bank	45	State Bank of India
		46	Syndicate Bank

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

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

SBI Account Holders shall click SBI option to with its Net Banking Facility., where bidder can enter their internet banking credentials and transfer the Tender Fee and EMD amount.

Other Bank Account Holders may click Other Banks option to view the bank selection page. Here, bidders can select from any of the 54 Banks to proceed with its Net Banking Facility, for remitting tender payments.

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

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

e. Submission Process:

For submission of bids, all interested bidders have to register online as explained above in this document. After registration, bidders shall submit their Technical bid and financial bid online on www.etenders.kerala.gov.in along with online payment of tender document fees and EMD. For page by page instructions on bid submission process, please visit www.etenders.kerala.gov.in and click "Bidders Manual Kit" link on the home page.

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

5. Tender Schedule/Critical Dates

Publish Date	08-07-2024	Bid Opening Date	29-07-2024
Document download /Sale Start Date	08-07-2024	Document Download /Sale End Date	25-07-2024
Clarification Start Date	08-07-2024	Clarification End Date	12-07-2024
Bid Submission Start Date	12-07-2024	Bid Submission End Date	25-07-2024

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 bidder

- a. The tenderer must have at least an average annual turnover not less than Rs. 20 Lakhs in providing manpower outsourcing services during the last three financial years. i.e. 2020-21, 2021-22, 2022-23 and should also be profit making.
- b. The tenderer must have experience of handling the Manpower Outsourcing Services in reputed organizations including Govt. & Public Sector for at least 5 years.
- c. The bidding agency/firm/company should have been registered under relevant Act and a copy of each registration shall be attached with the bid.
- d. The tenderer should not have been blacklisted by any Govt. / Semi-Govt. / PSU in the last three years. A Self Declaration to this effect is to be enclosed on the Letter Head of the Company.

2. Duties & Responsibilities

Security cum Attendant

2.1 To safeguard 2 Storied 45000 Square feet building and 4 Acre office Premises (i.e. building, equipments and materials etc.) of Energy Management Centre and prevention of theft within the EMC's office premises.

2.2 Controlling the crowd. Protection of people and property. The security guards should be trained in basic security, First Aid, Fire fighting and Self Defence

2.3 Evacuation of occupants in case of fire or natural calamities.

2.4 Prevention of unauthorized entry of personnel including all types of outside vendors in the entire campus and watch that there are no unidentified /unclaimed /suspicious objects/persons in the building/premises. The security guards must be deployed in such a way that no part of the building /premises remains unnoticed /unattended.

2.5 The security personnel shall also ensure that all the electrical equipments/instruments/lights/fans must be switched off at the time of closure of the office or part of it.

2.6 The security personnel should not leave the point unless and until the reliever comes for the shift duty.

2.7 The security will maintain all the registers, which are kept at the main gate and other points. Thorough checking of incoming and outgoing material against proper Gate Pass must be duly signed by the authorized signatory.

2.8 To ensure that no hawkers, marketing persons or vendors are allowed into the campus without permission.

2.9 Collecting intelligence about Anti-social and other subversive elements in the crowd, and also be alert in tackling the mischief-mongers trying to gain entry in the premises.

2.10 The security personnel must maintain the telephone numbers of the nearest Police Station, Fire Station, Ambulance, etc...for the sake of emergency if any. Also

check the functions of CCTV.

Driver cum Attendant

2.11 The normal working hours of driver shall be from 9.30 am to 5.30 pm. However the driver needs to attend the office even on holidays and Sundays as per requirement of occupants on applicable compensation.

2.12 The Bidder shall provide Uniform to the Driver and wear it daily without fail. Cost of providing the Uniform shall form the part of the contract service charges.

2.13 The Driver should have a valid Driving Licence for driving four wheeler. The Driver should have experience in driving four wheeler at any conditions. The driver should be physically fit. The Driver should always carry original valid Driving Licence with him whilst on duty and follow all the traffic rules strictly. In case any penalty is imposed by Police and Other Authorities for not carrying original valid Driving Licence or for violating the traffic rules, the penalty imposed will be borne by the Bidder.

2.14 The behaviour of the driver should be polite, cordial, obedient and not convicted in any Civil or Criminal Court/Law Agencies.

2.15 The driver, in addition to safe driving of the car, would receive the occupants in a very respectful manner and his/her baggage and would obey the instructions of the occupants.

2.16 The Driver is required to maintain/up-date Log Book on daily basis for use of the Vehicle provided by the Company on the basis of duties given to him and produce the same to the company officials whenever demanded/required for record and other purposes. The calculations of overtime payable will be made on the basis of entry in the Log Book duly signed/certified by the User Officer.

2.17 The driver will carry-out daily cleaning of the car provided to him for driving and maintain the same in a good presentable condition.

2.18 The driver must be provided a working mobile phone and contact number to be provided to EMC.

Office Attendant

2.19 Person proposed to be engaged, should have passed atleast eighth standard pass from a recognized School and should be able to read and write English & Malayalam.

2.20 Person deployed shall not be less than 18 years of age and should be active and should be mentally and physically fit.

2.21 It should be ensured by the firm that the antecedents of outsourced persons are properly verified by service provider and their details (names, address, telephone numbers, mobile numbers, Election card, photographs etc.) will have to be provided to this office at the time of award of contract

2.22 Maintenance of files of documents and other relevant works as per requirement of EMC.

2.23 Movement and maintenance of files, papers. etc within the office.

2.24 Purchase of petty items from the market and keeping account of the same.

2.25 Dispatch and receipt of files, letters etc. to and from EMC to various

locations/offices as per requirement.

Gardener

2.26 The day to day maintenance of lawn (2 Storied 45000 Square feet building and 4 Acre office Premises) includes laying of new grass in open space of the garden wherever required any time, weeding, trimming and pruning of grass by mowing with grass cutting machines, top dressing, using of manure, organic manure/fertilizer, spraying of insecticides, pesticides, fungicides, sweeping and watering etc and patch work by planting the dob grass where dead. The garden plants and grass has to be watered daily on timely basis.

2.27 The plants in the garden are placed in proper position.

2.28. To prevent animals from destroying plants and landscapes.

2.29 To keep a watch regularly so that the flowers and fruits are not pilfered.

2.30 The potted plants are to be maintained both inside the corridors on all floors and around the building.

3. General Terms and Conditions:

3.1 The Service Provider will have to employ adequate number of trained personnel who should have at least 6months of experience in aforementioned works.

3.2 The Service Provider must ensure that:

(a) The staff engaged do not smoke/drinking in the office premises;

(b) Any specific work assigned by the concerned Section or any Officer authorized by the EMC, is carried out diligently and well on time;

(c) The salary/wages to the workers of the Service Provider shall be disbursed by the Service Provider in full as settled between the Service Provider and its workers duly keeping in view the contract signed with the Service Provider.

3.3 The standard working hours for personnel engaged by the Service Provider will be 8 hours per day. However, in unexpected or emergency situations, working hours may be extended as directed.

3.4 The Service Provider shall provide proper uniform, whistle and baton for the day shift workers and high beam Torch Light and 5 ft. long stick for the security staff.

3.5 The Service Provider shall be fully responsible for the performance and fitness of their personnel during daytime. For this, the service provider will have to keep a close liaison with EMC, and office-in-charge.

3.6 The Service Provider shall have to maintain a round-the-clock Control room with Telephone no., Mobile no., Names of persons manning the control room in their office for any urgent communication regarding any extra-ordinary situation.

3.7 The Service Provider shall provide their own communication system to their staff for the coordination with officers/officials of the Authority.

3.8 The period of contract shall be for a period of 1 year, shall be extended up to maximum 3 years.

3.9 In the Financial Bid, the Tenderer shall quote the total monthly financial involvement for work to be done per month including service charges. Rates

quoted should be inclusive of GST and all other applicable taxes.

3.10 PAYMENT SHALL BE made on monthly basis on receipt of a bill from the Service Provider in triplicate and complete in all respect. No advance payment in any case would be made. The monthly payment would be subjected to satisfactory services being rendered.

3.11 EMC shall have the right to adopt any measures/set up system for ensuring proper performance of duty of the personnel deployed by the Service Provider, including them being in proper uniform, punctuality, discipline, etc...

3.12 The personnel engaged by the Service Provider should not have any adverse Police records/criminal cases against them. The Service Provider would be responsible to make adequate enquiries about the character and antecedent of the person before proposing deployment. The service provider shall withdraw such employee who is not found suitable by the office for any reason immediately on receipt of such a request from the EMC.

3.13 If any of the staff members deployed by the Service Provider is found misbehaving with any officer/staff of EMC, the Service Provider shall replace such worker(s). The Service Provider shall issue necessary instructions to its employees to act upon the instructions given by the Officers of EMC.

3.14 Fulfilment of relevant statutory, legal and other requirements with regard to the employees deployed by the Service Provider shall be the sole responsibility of the Service Provider.

3.15 The employees deployed by the Service Provider shall have no claim for any absorption in service of the EMC at any stage.

3.16 EMC, reserves the right to accept or reject any or all tenders without assigning any reason.

3.17 TENDERS should remain valid for 180 days from the date of opening of tenders with a provision for suitable extension.

3.18 Unsatisfactory performance of work mentioned in the contract at any stage during contract period shall render the work award order to be terminated.

3.19 The service provider must ensure that recruited personnel are always present for duty, regardless of individual circumstances. If a recruited employee resigns or is removed by EMC's direction, the service provider is responsible for providing a replacement within 48 hours. EMC reserves the right to replace any recruited personnel in cases of misconduct or other issues.

4. Cost of Bidding

4.1 The Bidder shall bear all costs associated with the preparation and submission of his bid, and the ENERGY MANAGEMENT CENTRE-KERALA, herein after 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.

5. The Bidding Documents

5.1 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.

6. Amendment of Bidding Documents

6.1 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.

6.2 The amendment will be notified in the website and will be binding on all the bidders who submit the tender document.

6.3 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.

7. Preparation of Bids

7.1 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.

7.2 Documents comprising the Bid

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

- a) A Bid Form and a Price Schedule completed in accordance with clause 4(c) of Section-I.
- 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 in accordance with clause 4(d) of Section-I.

8. Bid Prices

8.1 Unless stated otherwise in the bidding documents, the contract shall be, for Providing Manpower Outsourcing Services (10 No.s) for Energy Management Centre - Kerala (EMC) office, Thiruvananthapuram, Kerala

described in the invitation for bid based on the wages and charges submitted by the bidder.

8.2 Bidders shall quote the "Total Wages" payable to each Security cum Attendant / Driver cum Attendant /Office Attendant/Gardener per month.

8.3 The quoted amount (inclusive of all taxes & duties) must also include the amount incurred for providing uniform to each security guard/driver.

8.4 The Bidder must ensure payment of minimum wages as per the latest Notification issued by the office of the Department of Finance (Kerala), Govt. of Kerala. Further, the payment of components of ESI, PF and statutory Bonus per head at the current rate shall be paid by the Agency / contractor every month, as per the existing rules.

8.5 Conditional bids / offers will summarily be rejected.

9. Bid Currencies

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

10. Documents Establishing Bidders' Eligibility and qualifications

10.1 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 bid, the bidder shall meet the following qualification criteria as a minimum.

10.2 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.

- Copy of Earnest Money Deposit / Security Deposit/Bank Guarantee.
- Duly Attested copies of documents relating to the Registration Certificate of the firm, Income Tax Returns/ PAN number, GST registration, ESI Registration , EPF Registration with latest paid challan, etc.
- Contract Labour (R&A) Act, 1970 Registration Certificate.
- Proof of Annual turnover duly certified by the Chartered Accountant for the specified financial years.
- Report of financial standing of the Bidder such as Profit and Loss Statements, Balance Sheets and Auditor's Report of the past Three years i.e.2020-21, 2021-22, 2022-23.
- Details of major contract with Central Government/State Governments/PSUs handled by the tendering agency for Providing Manpower Outsourcing Services during the last 5 years in the following format (attested copies of the last 5 years work award may be enclosed).

- Self-Declaration on the Letter Head of the Company duly signed & stamped to the effect that the Agency / Contractor has not been Blacklisted by any Govt. / Semi-Govt./ PSU in the last three years.

11. Earnest Money Deposit (EMD)

- 11.1 The Bidder shall furnish, as part of its bid, Earnest Money Deposit (EMD) for the amount through e-Payment facility provided by the e-Procurement system as indicated in the e-tender notice.
- 11.2 The Earnest Money Deposit (EMD) is required to protect EMC against the risk of Bidder's conduct, which would warrant the security's forfeiture.
- 11.3 The Earnest Money Deposit (EMD) of the unsuccessful bidders shall be refunded as promptly as possible, but not later than 30 days after the expiry of the period of bid Validity as prescribed in these documents through e-Payment facility provided by the e-Procurement system.
- 11.4 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.
- 11.5 No interest shall be paid by EMC on the Earnest Money Deposit (EMD) furnished by the bidder.
- 11.6 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

12. Validity of Bids

- 12.1 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.
- 12.2 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.

13. Variations in bidding conditions

13.1 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.

13.2. 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 last date of allotted for submitting the query as mentioned in the tender.
- c. Clarifications on bid will be published on the website.

14. Submission of bids

14.1. Bid Submission

The bidders are required to submit their bids online

- 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.

14.2. 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.

15. Evaluation of Tender

15.1 The tender will be evaluated separately for technical bid and financial bid. The technical bid will be evaluated first and 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.

15.2 Bidders qualified in the Technical / Pre-qualification Bid even though the Bidders are meeting the above qualification requirements, they are liable to be disqualified / debarred / suspended / blacklisted if they have

- Furnished false / fabricated particulars in the forms, statements and /annexure submitted in proof of the qualification requirements and/or
- Not turned up for entering into an agreement, when called upon within the time specified in the letter of acceptance
- Record of poor progress such as abandoning the work, not properly completing the contract, inordinate delays in completion, litigation history or financial failures etc.
- A history of criminal record in which the Bidder is involved if any.
- History of litigation with Government or their subsidiaries during the last 5

years in which the Bidder is involved.

- Any wrong declaration or hiding of information
- If the declared technical specification mentioned in the tender does not match with the technical specification of the sample submitted.
- 15.3 Even while execution of the work, if found that the work was awarded to the Contractor based on false /fake certificates of experience, the Contractor will be blacklisted and work will be taken over.

15.4 Bidders are advised to find out the latest tax structure, applicability and rates before quoting. Further to reduce the billing difficulties, bidders are advised to quote the rates with not more than two decimal places.

16. Award of Contract

16.1. 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.

16.2 EMC reserves the right to adjust the number of recruited personnel, either increasing or decreasing as needed.

16.3 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.

16.4 The successful bidder shall be required to furnish a Performance Security within One week of receipt of "Work Order" for an amount of Rs.50,000/- (Rupees Fifty Thousand only) in the form of an Account Payee Demand Draft/ Pay Order/ Banker Cheque/ Bank guarantee issued from any Nationalised Bank., in favour of The Director, Energy Management Centre-Kerala.

17. Notification of Award

17.1 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).

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

17.3 Upon the furnishing by the successful bidder of a performance security in accordance with the clause 19 of Section-II, EMC will notify the unsuccessful

bidders that their bids have been unsuccessful.

18. Signing of Contract

18.1 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.

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

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

19. Performance Security

19.1 A performance security in the form of Bank Guarantee/Demand Draft for an amount of Rs 50,000/- issued by nationalized bank in favour of the Director, EMC with a Validity for a period of one year from the date of Work Order. In the event of breach of contract, performance security shall be forfeited.

19.2 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.

19.3 The performance security shall be denominated in Indian Rupees and 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.

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

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

19.6 If the successful tenderer fails to deposit the security and execute the agreement as stated above, the earnest money deposited by him will be forfeited to EMC and contract arranged elsewhere at the defaulter's risk and any loss incurred by EMC will be recovered from the defaulter who will, however, not be entitled to any gain accruing thereby. If the defaulting firm is a registered firm their registration is liable to be canceled.

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. "GCC" means the General Conditions of Contract contained in this section.
- i. "EMD" means Earnest Money Deposit.

2. Time of Contract

The contract shall be valid from the approved date upto one year and shall be extended up to maximum 3 years on evaluation of the services rendered and mutual agreement. EMC reserves the right to curtail or to extend the validity of contract for further period on the same terms and conditions

3. 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.

4. 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.

5. Mode of Payments

- (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) PAYMENT SHALL BE made on monthly basis on receipt of a bill from the Service Provider in triplicate and complete in all respect. No advance payment in any case would be made. The monthly payment would be subjected to satisfactory services being rendered.

6. 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.

7. 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.

8. 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. In case any of contractor's personnel(s) deployed under the contract is/ are absent, a penalty equal to (double) the wages of number of guards absent on that particular day shall be levied by the EMC and the same shall be deducted from the contractor's bills.
3. Non compliance with the scope of work with due diligence
4. The contractor fails to submit the security deposit/Bank Guarantee with in 15 days from the date of execution of the agreement.

5. The contractor is in breach of any of its commitments under the agreement and has failed to cure breach within the time period specified.
6. The contractor has repudiated the agreement otherwise expressed its intention not to be bound by the agreement.
7. In case any of contractor's personnel deployed under the contract fails to report in time and contractor is unable to provide suitable substitute in time for the same it will be treated as absence and a penalty amount per shift be deducted from the contractor bill.

9. 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, upon 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.

(a) Termination Notice

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

- i. The termination date which shall be a date occurring not earlier than the 15 days from the date of the termination notice.
- ii. 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.

10. 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.

11. 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.

12. 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.

13. Revision of Charges

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

14. Disqualification

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

15. 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.

16. Minimum Wages

Rate quoted by the contractor for each post should not be less than the wages notified by the Minimum Wages issued by the Department of Finance(Kerala), Govt. of Kerala.

17. 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.

18. 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.

19. Insurance & Safety

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

20. 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.

21. Resolving Dispute

In case of a dispute between Contractor and EMC, The Contractor has to give in writing within 7 days the causes for disputes. EMC shall convene a meeting to resolve the dispute acceptable to both parties. 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.