

General Tender Terms & Conditions for e-Procurement

This tender is an e-Tender and is being published online for the cleaning works of the factory of Oushadhi at Kuttanellur, Panchakarma hospital at Thrissur, sub centres at Pariyaram - Kannur, Pathanapuram- Kollam and factory at Muttathara - Thiruvananthapuram. The tender is invited in 2 cover system from the registered and 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 timeline is available in the critical date section of this tender published in www.etenders.kerala.gov.in.

A). Online Bidder registration process:

Bidders should have a Class II or above Digital Signature Certificate (DSC) to be procured from any Registration Authorities (RA) under the Certifying Agency of India. Details of RAs will be available on www.cca.gov.in. Once, the DSC is obtained, bidders have to register on www.etenders.kerala.gov.in website for participating in this tender. Website registration is a one-time process without any registration fees. However, bidders have to procure DSC at their own cost.

Bidders may contact e-Procurement support desk of Kerala State IT Mission over telephone at 0471-2577088/188/388 or via email: helpetender@gmail.com / etendershelp@kerala.gov.in for assistance in this regard.

B). Online Tender Process:

The tender process shall consist of the following stages:

- i. **Downloading of tender document:** Tender document will be available for free download on www.etenders.kerala.gov.in. However, tender document fees shall be payable at the time of bid submission as stipulated in this tender document.
- ii. **Pre-bid meeting:** NIL
- iii. **Publishing of Corrigendum:** All corrigenda shall be published on www.etenders.kerala.gov.in and shall not be available elsewhere.
- iv. **Bid submission:** Bidders have to submit their bids along with supporting documents to support their eligibility, as required in this tender document on www.etenders.kerala.gov.in. Manual submission of bids will not be accepted under any circumstances.
- v. In case bidder encounters any technical issues pertaining to e-Procurement system while acting on the tender, computer screen shot of the error message with date & time stamp on the web-browser along with the query shall be e-mailed by the bidder to the help desk

(helpetender@gmail.com/ etendershelp@kerala.gov.in), for resolution of the problem. At the same time, problem must be intimated to the concerned Tender Inviting Authority via email.

- vi. The time taken to ascertain, evaluate and suggest a solution for the problem reported by bidder may vary from case to case. Hence bidders are advised to submit the bid **at least 2 working days before the due date** and time of bid submission to avoid any last-minute issues that may come up.
- vii. **Opening of Technical Bid and Bidder short-listing:** The technical bids will be opened, evaluated and shortlisted as per the eligibility and technical qualifications. All documents in support of technical qualifications shall be submitted (online). Failure to submit the documents online will attract disqualification. Bids shortlisted by this process will be taken up for opening the financial bid.
- viii. **Opening of Financial Bids:** Bids of the qualified bidder's shall only be considered for opening and evaluation of the financial bid on the date and time mentioned in critical date's section.

C). Documents Comprising Bid:

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

1. Preliminary Agreement – Stamp paper worth Rs.200/-
2. Copy of ESI and PF Registration
3. Copy of Company registration Certificate
4. Copy of the GST Registration Certificate and Copy of PAN card
5. EMD Exemption Certificate (MSME Units having Udhdyog Aadhar Registration)
6. Copy of Experience Certificate, List of equipments used for cleaning
7. Duly signed tender document

The department 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 fees of Rs.13216/- (including 18%GST) and Earnest Money Deposit of Rs.74,340/- The EMD is required to protect the purchaser against risk of Bidder's conduct, which would warrant the forfeiture of 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	22	Kotak Mahindra Bank
2	Axis Bank	23	Lakshmi Vilas Bank
3	Andhra Bank	24	Mehsana Urban Co-op Bank
4	Bandan Bank	25	NKGSB Co-operative Bank
5	Bank of Bahrain and Kuwait	26	Oriental Bank of Commerce
6	Bank of Baroda	27	Punjab and Maharashtra Cooperative Bank
7	Bank of India	28	Punjab National Bank
8	Bank of Maharashtra	29	Punjab and Sind Bank
9	Bassein Catholic Co-operative Bank	30	RBL Bank
10	BNP Paribas	31	Saraswat Cooperative Bank
11	Canara Bank	32	ShamraoVithal Cooperative Bank
12	Catholic Syrian Bank	33	South Indian Bank
13	Central Bank of India	34	Standard Chartered Bank
14	City Union Bank	35	State Bank of India
15	Corporation Bank	36	Syndicate Bank
16	Cosmos Bank	37	Tamilnad Mercantile Bank
17	DCB Bank	38	Tamilnadu Cooperative Bank
18	Dena Bank	39	The Kalyan Janata Sahakari Bank
19	Deutsche Bank	40	TJSB Bank (Erstwhile Thane Janata Sahakari Bank)
20	Dhanalaxmi Bank	41	UCO Bank
21	Federal Bank	42	Union Bank of India

43	HDFC Bank	53	United Bank of India
44	ICICI Bank	54	Vijaya Bank
45	IDBI Bank	55	YES Bank
46	Indian Bank		
47	Indian Overseas Bank		
48	IndusInd Bank		
49	Jammu & Kashmir Bank		
50	Janata Sahakari Bank		
51	Karnataka Bank		
52	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	Shamrao Vitthal 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	Janta Sahakari Bank		
18	Jammu & Kashmir Bank		
19	Karur Vysya Bank		
20	Kotak Bank		

During the online bid submission process, 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:

- a) *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.
- b) *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/-*

** Bidders who are using Other Banks option under SBI MOPS Payment Gateway, are advised by SBI to make online payment 72 hours in advance before tender closing time.*

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.

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.

Sd/-

Managing Director

GENERAL CONDITIONS

1. The cost of tender document is Rs.13,216/- (Including 18% GST) which is to be remitted through online.
2. The tenderer must remit EMD of Rs.74,340/- through online. Bidders who have secured exemption from individual EMD payments, need not do this except when special earnest money is asked to be deposited. Such EMD exemption certificate/document needs to be scanned and submitted online along with the bid, failing which the bid shall be rejected summarily. The original EMD exemption document may have to be produced, if required, failing which, the bid shall be rejected summarily.
3. An amount equal to 5% of the quoted amount worked out to Twelve months should be remitted by the successful tenderer towards security deposit which will be released only after the satisfactory completion of period of contract.
4. The tenderer should submit a preliminary agreement in the appended form duly executed and signed in stamp paper worth Rs.200/-.
5. The tenderer should ensure that the workers engaged by him are paid Minimum wages as per G.O(P) 68/2019/Labour dated 20/07/2019. Accordingly tenderer should quote rates as per Minimum Wages Act which will cover/include Basic pay, VDA, PF,ESI, Bonus etc.
6. It is solely the duty and responsibility of the Tenderer to pay Bonus and associated benefits to the employees of the Tenderer as per the existing rules and guidelines given by Government updated from time to time in accordance with payment of Bonus Act 1965.
7. The work order will be issued only after ensuring the Minimum wages and other allowances prevailing at the time of Issuing Work order.
8. The tenderer should be well experienced in the field of cleaning works. The tenderer should have at least 3 years of experience in the concerned field and the copy of the experience certificates should be uploaded along with the tender document.
9. All statutory payments including ESI, PF etc., will be the responsibility of the contractor. He should provide documental evidence every month to prove the statutory payments failing which fee will be withheld. wage receipt which clearly shows that mandatory minimum wages were paid to cleaning staff shall also be produced along with monthly bill.

10. Wages of Cleaning staff should be made through Bank transfer and documents confirming the same should be produced along with the submission of monthly bill for payment.

11. The successful contractor shall provide sufficient number of persons for the cleaning work and shall appoint one person as supervisor. Cleaning work should be done on all working days that is 6 days in a week at Kuttanellur, Pariyaram, Pathanapuram and Muttathara, and 7 days in a week at Oushadhi Panchakarma Hospital and Research Institute and the Minimum number of persons to be employed in various units are as follows.

Factory at Kuttanellur - Thrissur	-	31 (Female – 28, Male -3)
Panchakarma Hospital, Thrissur	-	07 (Female – 6, Male - 1)
Sub Centre Pariyaram-Kannur	-	01
Sub Centre Pathanapuram-Kollam	-	01
Factory at Muttathara-Thiruvananthapuram	-	04

12. The cost of cleaning material should be included in the rate of bidding.

13. The rates quoted should be inclusive of all taxes but excluding GST and it should be firm without any escalation till the expiry of contract period.

14. Corporation normally requires service of employees whose number is stipulated in Tender. However, there are occasions when requirement and need of some additional employees which may arise. On such occasion it is the responsibility of tenderer to provide adequate number of employees at the request of Corporation without altering the rate quoted in tender.

15. The tenderer shall be responsible for providing statutory benefits to the personnel employed by him including Weekly holidays & National holidays.

16. The successful tenderer should enter into an agreement with the corporation for the successful completion of the contract.

17. The tender shall remain valid for acceptance for a period of 3 months from the date of opening. If any tenderer withdraws his tender before the said period or makes any modifications in terms and conditions of the tender, then Oushadhi has the liberty to forfeit the EMD of that tenderer.

18. The tenderer can visit the work site prior to the submission of the tender and thereafter no increases in the amount shall be entertained on any ground.

19. Any clarification regarding the tender can be had from the office during working hours on all working days.
20. The list of equipments proposed to be used for cleaning should be Uploaded along with tender document.
21. Managing Director reserves the right to accept or reject the tender without assigning any reason whatsoever. Decision of the Managing Director will be final and binding on all accounts.

Sd/-

Managing Director,
The Pharmaceutical Corporation
(IM) Kerala Ltd.(Oushadhi)
Kuttanellur, Thrissur – 680 014.

SIGNATURE OF THE TENDERER

Details of Work

I. Factory at Kuttanellur

1. Cleaning of the roof of the main plant, Centre of Excellence (COE), PM store and Raw material store at least once in 3 months or whenever is required.
2. Cleaning of Overhead water tank at least once in 2 months or whenever is required.
3. Floor washing, dusting and cleaning of the cobwebs in the plant, COE, packing section, PM store, other different sections, offices, dormitory etc.
4. Washing of the floor of packing sections, plant and COE.
5. Moping of the floor of all section and offices with quality cleaning materials.
6. Cleaning of all toilets including dormitory, rest room and auditorium.
7. Sweeping and moping of the staff canteen and dining rooms.
8. Cleaning of all windows on regular basis and the glass partition wall of all cabins.
9. Removing the waste from the dustbins in the office and factory premises and its disposal.
10. Removal and disposal of waste other than production.
11. Sweeping and moping of the Rest rooms for workers.
12. Cleaning of the drainage canals inside the plant and around the premises.
13. Watering and maintenance of plants around the factory and Marketing Division
14. Trimming of bushes and dressing of lawns.
15. Any other work related to cleaning assigned by concerned departments.
16. All cleaning activities shall be carried out by using most modern equipments.

II. Subcentres at Pariyaram & Pathanapuram

1. Cleaning of roof of all buildings- once in three months or whenever is required.
2. Moping of the floor of the store and office with quality cleaning materials on daily basis.
3. Cleaning of all toilets and wash rooms on daily basis.
4. Cleaning of all windows on regular basis.
5. Removing the waste from dustbins in the office and its disposal.
6. Cleaning of surroundings including drainages.
7. Watering and Maintenance of Surrounding plants of the buildings.
8. Any other work related to cleaning assigned by concerned officer.

III. Oushadhi Panchakarma Hospital and Research Institute at Thrissur

1. Cleaning of wall and ceiling of entire building on weekly basis.
2. Cleaning of overhead water tank at least once in a month
3. Washing and moping of floor of entire building on daily basis.
4. Cleaning of all toilet block and wash rooms on regular basis.
5. Cleaning of all windows on regular basis.
6. Collection of waste from various points including treatment rooms and its proper disposal.
7. Cleaning of drainage around the hospital building.
8. All cleaning activities shall be carried out using most modern equipment.
9. Treatment room should be cleaned after each and every treatment.
10. Any other work related to cleaning assigned by concerned officer.

IV. Production unit at Muttathara, Thiruvananthapuram

1. Cleaning of wall and ceiling of entire building on weekly basis.
2. Cleaning of overhead water tank atleast once in a month
3. Washing and moping of floor of entire building on daily basis.
4. Cleaning of all toilet block and wash rooms on regular basis.
5. Cleaning of all windows on regular basis.
6. Cleaning of drainage around the hospital building.
7. Watering and Maintenance of Plants around the factory.
8. Any other work related to cleaning assigned by concerned officer.

Sd/-

Managing Director,
The Pharmaceutical Corporation
(IM) Kerala Ltd.(Oushadhi)
Kuttanellur, Thrissur – 680 014.

SIGNATURE OF THE TENDERER

PROFORMA OF PRELIMINARY AGREEMENT

(To be executed on stamp paper of value Rs.200/- and submitted along with tender).

Preliminary agreement entered into on thisday ofBetween (name of Accepting Authority) (Hereinafter called ACCEPTING AUTHORITY on one part and Shri.....(name and address of the Contractor) (Hereinafter called the Contractor) on the other part for the execution of the agreement as well as the execution of the (NAME OF WORK) And where as the notice inviting tenders it is stated as follows. Before commencing the work of within a week of the date when the acceptance of tender has been intimated to him, the tenderer shall deposit a sum of Rs.....(as per NIT) which shall be treated as security for the proper fulfillment of the same and he shall execute an agreement for the work in the scheduled form of agreement. If he fails to do this or fail to maintain a specified rate of progress, the security deposit shall be forfeited to ACCEPTING AUTHORITY and fresh tenders shall be called for or the matter otherwise disposed. If as a result of such measures due to the default of the tender to pay the requisite deposit sign contracts to take possession of the work any loss to the ACCEPTING AUTHORITY results, the same will be recovered from him as arrears of revenue but should it be a saving to ACCEPTING AUTHORITY the original contractor shall have no claim whatever to the difference. Recoveries to this or any other account will be made from the sum that may be due to contractor on this or any other contracts or under the Revenue Recovery Act or otherwise as ACCEPTING AUTHORITY may decide.

Now therefore these present witness and it is mutually agreed as follows:

1. The terms and condition for the said contract having been stipulated in the said tender form to which the contractor has agreed, a copy of which is appended, and which forms part of this agreement, it is agreed that the terms and conditions stipulated there in shall bind the parties to this agreement, except to the extent to which they are abrogated or altered by express terms and conditions herein, agreed to and in which respect the express provisions herein shall supersede those of the said tender form.
2. The Contractor hereby agree and under take to perform and fulfill all the operation and obligations connected with the execution of the said contract work viz. (NAME OF WORK)
3. If the Contractor does not come forward to execute the original agreement after the said work is awarded and letter of acceptance issued in his favour or commits breach of any of the conditions of the contract within the period stipulated, ACCEPTING AUTHORITY may rearrange the works otherwise or get it done otherwise at the risk and cost of the contractor and the loss so sustained by ACCEPTING AUTHORITY can be realising from the contractor under the Revenue Recovery Act as if arrears of land revenue as assessed, quantified and fixed by an adjudicating authority consisting of ACCEPTING AUTHORITY or any other officer or officers authorised by ACCEPTING AUTHORITY taking into consideration the prevailing rates and after giving due notice to the Contractor. The decision taken by such authorised officer or officers shall be final and conclusive and shall be binding on the contractor.

4. The contractor further agrees that any amount found due to ACCEPTING AUTHORITY under or by virtue of this agreement shall be recoverable from the Contractor from the Contractor from his EMD and his properties, movable and immovable as arrears of land revenue under the provision of the Revenue Recovery Act for the time being in force or in any other manner as ACCEPTING AUTHORITY may deem fit in this regard.

In witness where of Sri....., NAME OF ACCEPTING AUTHORITY and Sri.....

Contractor, have set their hands on the day and year first above written,

Signed by Sri..... NAME OF ACCEPTING AUTHORITY

In the presence of witness

1.

2.

Signed and delivered by Sri....., Contractor in the presence of witness.

1.....

2.....