

KERALA FOREST DEVELOPMENT CORPORATION LTD.KOTTAYAM-3

(A Govt. of Kerala Undertaking) OFFICE OF THE DIVISIONAL AMANGER, THIRUVANANTHAPURAM DIVISION OPPOSITE POLICE HEAD QAURTRES, SATHAMANGALAM P.O-695010 TELE: -8289821100, E-mail: kfdctvm@yahoo.in,Website: www. Kfdc.kerala.gov.in, CIN: Uo2001KL 1975SGC002660

E-TENDER FOR SUPPLYING OF MELIA DUBIA SEEDLINGS IN PALODE,ARIPPA SUB UNIT, OF THIRUVANANTHAPURAM DIVISION OF KERALA FOREST DEVELOPMENT CORPORATION

DM/TVM/1003/2022

Date: 05.05.2023

e-Tender Document

Date of Publishing of e-Tender	:	06-05-2023
Last date for e-tender	:	15.05.2023, 5:00 PM
Date of Opening of e-Tenders	:	17.05.2023, 11:00 AM
Cost of Tender Form	:	: Rs. 400 /- (Inclusive of GST @ 18%)
Earnest Money Deposit (EMD)	:	Rs. 1500 /- (Refundable but non-interest bearing)

Sd/-DIVISIONAL MANAGER



KERALA FOREST DEVELOPMENT CORPORATION LTD.KOTTAYAM-3

E-TENDER FOR SUPPLYING OF MELIA DUBIA SEEDLINGS IN PALODE/ARIPPA SUB UNIT, OF THIRUVANANTHAPURAM DIVISION OF KERALA FOREST DEVELOPMENT CORPORATION

Terms and conditions of E-Tender

01. General Terms and Conditions:

- The Divisional Manager KFDC Thiruvananthapuram Division for i. and on behalf of Managing Director KFDC invites e-tender from registered nurseries/from Class A,B,C contractors registered with Kerala Forest Department (As per G.O (MS)26/2017/F&WLD dtd 20.5.2017) having a valid and active registration Certificate for supplying of meliadubia seedlings to the Palode, Arippa subunit of KFDC Thiruvananthapuram. Tender document and Tender schedule can be downloaded from the e-GP website www.etenders.kerala.gov.in all bid/tender documents are to be submitted online only in the designated online cover/envelop on the www.etenders.kerala.gov.in website. Bids shall be accepted only through online mode www.etenders.kerala.gov.in website and tenders submitted manually/through post not be accepted.
- ii. The interested tenderers are advised to read carefully the entire tender documents before submitting their tender.
- iii. Bidders shall remit the tender documents fee and Earnest Money Deposit using online payment option of e-procurement system only and submitted through the Internet online banking of State Bank of India. Kerala Forest Development Corporation/NIC/SBI shall not be responsible for any kind of delay in payment status confirmation.

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- iv. The tenderers/companies shall acquaint themselves fully with the requirements of KFDC. No compensation on account of any difficulties will be entertained at a later stage after awarding of works.
- v. The Tender/bid shall be opened online at Kerala Forest Development Corporation Division Office, Oppo. Police Head Quarters Thiruvananthapuram, with/without the presence of bidders/their representatives who wish to attend the above address. If the tender opening date happens to be on a holiday or non-working day due to any other valid reasons, the tender opening will be done on the next working day.
- vi. Declaration by the Tenderer (last page of this document), Firm Registration certificate, Experience proof, Bid document, EMD exemption certificate (if any), documents showing major supply would be submitted through e-mail (kfdctvm@yahoo.in) form the authorized mail ID in the time schedule, failing which such tenders will be rejected. KFDC reserves the right to reject any or all the tenders either fully or partly without assigning any reasons and is not bound to accept the lowest tender. The decision of the KFDC will be final and shall be binding on tenderers at any time and at its sole discretion.
- vii. In the absence of the required EMD cost, the bid shall be deemed to be invalid & will be rejected by KFDC. Those bidders who are exempted from submission of EMD cost, have to submit a scanned copy of the requisite certificate issued by the concerned authorities. The EMD will be returned to unsuccessful tenderers. No interest shall accrue to this deposit which will be returned after completion of the work and after adjusting dues if any.
- viii. EMD shall be forfeited in case of the following:
 - a. The tenderer withdraws their offer during the period of tender validity.
 - b. After the opening of tender, the tenderer fails to honor the contract or refuses to comply with any or all terms and conditions of the tender.
 - ix. In case of further clarification required relating to the tender, the same can be sought from the following officer:

Vishnu C G, Divisional Manager, Thiruvananthapuram Email: <u>kfdctvm@yahoo.in</u> Phone: 8289821100

- x. KFDC GSTIN. 32AAACK8721D1ZZ
- xi. On confirmation of the tender, the successful tenderer will be awarded with the work order. Refund of EMD will be released after successful completion of the works of said contract.
- xii. The tender for the works shall remain open for acceptance for a period of 30 days from the date of opening of the Tender. The Earnest Money Deposit (EMD) will be forfeited in case of tenderer/company withdraws during the validity period.
- xiii. The losses to the Kerala Forest Development Corporation which are directly attributable to the agency shall be deducted from the bills adjusted from the EMD.
- xiv. The tender work award is not transferable under any circumstances.
- xv. All costs incurred in connection with the submission of tender like preparation, submission of any personal visits, submitting the tender personally; subsequent processing, etc. shall be borne by the tenderer. KFDC will not be responsible/liable for the same regardless of the outcome of the tendering process.
- xvi. KFDC reserves the right to accept or reject any or all the tenders without assigning any reason.
- xvii. TDS and other Taxes as applicable will be deducted from Tenderer/company bills as per Govt. guidelines from time to time.
- xviii. The Managing Director, KFDC reserves the right to reject any tender or all tenders without assigning any reason thereof. The Managing Director does not bind himself to accept the lowest or any offer and reserves the right to select one or more from the offers made as considered expedient. The Managing Director reserves the right to make any modifications or additions in this notice in the event if it is felt that it is in public interest.
 - xix. The decision of Managing Director will be final and legally binding in these tender proceedings. All questions/disputes

arising under/ out of or in connection with this tender shall be decided by the Managing Director of KFDC and his decision shall be final and legally binding in these tender proceedings.

xx. All other existing conditions related to e- tendering of Kerala Government will be applicable in this tender also.

xxi. <u>Conditions regarding Supply of Seedlings</u>.

- a. Only healthy and quality seedlings should be supplied.
- b. The supply of seedlings should be made to the KFDC Thiruvananthapuram Palode, Arippa subunit, within one week of receipt of confirmation order.
- c. Seedlings supplied after the specified period will be liable for rejection.
- d. If the supply is found inferior to inspection, the consignment will be rejected. The supplier will have to take back the consignment at his own cost and replace it within fresh stock as per approved samples within 7 days.
- e. The requirement of above specified items is up to **31st March 2024** from date of confirmation. The supplier should meet the requirement of KFDC without delay during the agreement period.
- f. The validity of rate quoted is up to **31**st **March 2024** from the date of confirmation. Under any circumstances the quoted rate for any item specified above cannot be changed till the agreement period.
- g. The payment will be made after receipt/ acceptance of plants in good condition. No advance payment will be made. Under no circumstances, sub-standard material will not be accepted.
- h. If payment through NEFT is desired, details may be submitted along with the bill. The details must be accompanied by initials of the supplier. Applicable NEFT charges will be payable by the supplier. No SPARATE INTIMATION OF PAYMENT WILL BE PROVIDED.
- 02. Selection procedure:

The tenderer firm should have experience in satisfactorily supplying seedlings to private and public sectors, government sectors or

currently eligible Class A,B,C contractors registered with Kerala Forest Department (As per G.O (MS)26/2017/F&WLDdtd 20.5.2017) for raising nurseries. The proof of the above said criteria must be attached with tender form in the following

Final evaluation criteria on the quality and the cost bared.

03. Documents Required:

- a. Those tenderers exempted to pay the EMD are required to submit the certificate issued by the concerned department.
- b. The tenderer must have experience of supplying seedlings material in Private, public, Government Sectors.
- c. Valid and active registration Certificate of Class A,B,C contractors registered with Kerala Forest Department (As per G.O (MS)26/2017/F&WLDdtd 20.5.2017)
- d. The tenderer shall publish documentary evidence of current order/successful completion in this regard.
- e. Copy of GST/PAN of the company/firm.
- f. Certificates/undertakings to the effect that the tenderer/company have never been blacklisted by any of the Government organizations/Agents.
- g. Declaration by the Tenderer

04.EXECUTIONOFAGREEMENT

- (a) The elected tenderer shall within **Ten days** from the date of receipt of the **Award of Contract through e-tender portal** deposit a sum sufficient to makeup the total 3% of the probable value of contract together with the amount of the earnest money deposited, shall be treated as security for the proper fulfillment of the contract and shall execute an agreement for the work as directed.
- (b) Further time of 7 days shall be allowed to execute an agreement by realizing a fine of 1% of the PAC subject to a minimum of Rs.500/- and maximum of Rs.15000/-

- (c) Tenders will be rejected if agreement is not executed within the time limit mentioned in 04 (a) & (b) and the work will be awarded to the next lowest tenderer.
- (d) If the successful tenderer fails to execute the agreement after remitting the required security amount within the prescribed period, the EMD shall be forfeited and **the Divisional Manager**, **KFDC, Thiruvananthapuram** shall be at liberty to recover any loss or damage caused by the default of the Tenderer which results in there-arrangement of the work. The excess cost that has tobe paid to the subsequent Tenderer due to such rearrangement will be realized from the assets of defaulted Tenderer. But the Divisional Manager, KFDC. Thiruvananthapuram may in exceptional circumstances limit the penalty to the quantum of EMD based on the orders of the Divisional Manager, KFDC, Thiruvananthapuram, in genuine observing cases.
- (e) The conditions stated herein are binding upon the Tenderer and shall be constructed as a preliminary agreement between the successful tenderer and **the Divisional Manager, KFDC, Thiruvananthapuram** pending execution of the agreement.
- (f) The tenderer should sign an agreement executed and signed in Kerala Stamp paper worth Rs.200/-.Tenders without the Agreement in Kerala stamp paper worth Rs. 200/-will be rejected outright.
- (g) The contract or will take over charge within 7 days after executing the agreement and commence the work.
- 05. Delivery Terms and Period:

The regular services will be handled by the successful tenderer and will start from the date of award of the contract. The tenderer will supply the materials within 7 days as and when requested by KFDC. The tenderer should ensure timely completion of supply as per schedule.

06. Penalty: -

KFDC will be at liberty to levy a penalty of up to 2% of the total material Value for every two weeks of delay in supply. The maximum amount of penalty shall not exceed 10% of total material Value

including the EMD that shall also be forfeited except due to any reasons beyond the control of the Agency (Force Majeure).

07. Conciliation / Arbitration:

- a. If any dispute(s) or difference of any kind whatsoever arises between the parties, the parties hereto shall negotiate with a view to its amicable resolution & settlement through a Committee appointed by MD, KFDC.
- b. In the event no amicable resolution or settlement is reached between the parties within 30 days after receipt of notice by one party, then the disputes or differences as detailed above shall be referred to & settled by the Sole Arbitrator to be appointed mutually by the parties.
- c. The venue of the Arbitration shall be Thiruvananthapuram, Kerala India.

(iv) The Arbitrator will give the speaking & reasoned award.

08. Applicable Law & Jurisdiction:

All matters connected with this shall be governed by the Indian law both substantive & procedural for the time being in force & shall be subject to the exclusive jurisdiction of the Indian Court at Kottayam, Kerala. KFDC reserves the right to annul the bidding process at any time period to the award of contract including rejection of any or all bids after the same has been received, without thereby incurring any liability to the affected tenderer/company or any obligation to inform the affected tenderers/companies on the ground of KFDC action.

09. Validity:

- a. The tenderers/companies should satisfy themselves before submission of the tender to KFDC that they meet the qualifying criteria and capability as laid down in the Tender document.
- b. Rates should be valid for a period **upto 31**st **March 2024** from the Date of Confirmation.
- c. The tenderers/companies should satisfy themselves before submission of the tender to KFDC that they meet the qualifying criteria and capability as laid down in the Tender document.

ITEM WISE DISCRIPTION OF THE E-TENER SUPPLYING OF MELIA DUBIA SEEDLINGS IN PALODE,ARIPPA SUB UNIT, OF THIRUVANANTHAPURAM DIVISION OF KERALA FOREST DEVELOPMENT CORPORATION

Rate – Item wise

	Itm .No	Qty (apprx)	Unit	Description of Work
F	1	Mealiadubia		
		13310	No	Supply of 13310 (approx.) nos of Meliadubia Seedlings

Item wise rate for against each quantity should be quote online by tenderer. The exact number of the seedlings should be instructed by authorized officers at time of supply of the seedlingsand the supplier must supply the numbers of each seedlingsaccordingly without varying the cost quoted for 1 Number in the e-tender