

KERALA RURAL WATER SUPPLY AND SANITATION AGENCY

Name of Work:

**Supply of Field Test kits and H₂S vials for analysis of
drinking water samples for WQM&S - JJM-2020-21**

NOTICE INVITING TENDER

Tender No : KRWSA-PMU/6/2020-21-TA (Tech)
Tendered PAC : Rs .105,00,000/-
Last date of online submission of tenders : 27.01.2021, 03.00 PM
Date of tender opening : 29.01.2021, 03.30 PM

KERALA RURAL WATER SUPPLY AND SANITATION AGENCY

**3rd Floor, PTC Towers
S S Kovil Road Thampanoor,
Thiruvananthapuram-695001
Tele: 0471 – 2337002, 2337003
dtjalanidhi@gmail.com**

Tenderer

Executive Director

KERALA RURAL WATER SUPPLY AND SANITATION AGENCY

3rd Floor, PTC Towers
S S Kovil Road Thampanoor,
Thiruvananthapuram-695001
Tele: 0471 – 2337002, 2337003

No. KRWSA-PMU/6/2020-21-TA (Tech)

Date: 12.01.2021

The Executive Director, Kerala Rural Water Supply and Sanitation Agency (KRWSA), Thiruvananthapuram invites Sealed competitive tenders (E-tender) in Electronic mode on behalf of the Executive Director, KRWSA for the following work from reputed Manufacturers/ Dealers / Distributors in India directly authorized by manufacturers/ Registered suppliers of Government of Kerala / Government Organizations/ Universities/Government Educational Institutions for the Supply of Field Test kits and H₂S Vials for analysis of drinking water samples for WQM&S

e-Tender No.	KRWSA-PMU/6/2020-21-TA (Tech)
Name of Project	Supply of Field Test kits, H ₂ S vials for analysis of drinking water samples for WQM&S activities - JJM 2020-21.
Name of work	Supply of Field Test kits & H ₂ S Vials for analysis of drinking water samples for WQM&S
Probable Amount of Contract	Rs. 105,00,000/- (excluding GST)
Website	www.etenders.kerala.gov.in and selecting the organization KRWSA
Tender documents published in website	12.01.2021 onwards
Cost of Tender Form.	Rs.5,000/- plus GST (Online payment)
Bid Security (EMD) (E-Payment)	Rs.50,000/- (Online payment)
Pre bid meeting	On 22-01-2021 at 11:00 AM. Pre-bid meeting will be in online mode. The meeting link will be published in the website www.jalanidhi.kerala.gov.in on 21.01.2021
Clarification regarding bid	All clarifications sought upto 5 PM on 20-01-2021 will also be answered through E mail/published in web site before 5 PM on 20-01-2021. email ID: dtjalanidhi@gmail.com
Corrigendum if any	Corrigendum if any will be published in e-tender site and website of Jalanidhi.
Tender Submission	27-01-2021 up to 03:00 PM.
Tender Opening Date (Technical bid)	29-01-2021 at 03:30 PM.
Validity of the Bid (Firm Period)	120 days from the last date prescribed for submission of tender.

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Execution Period	2 months from the date of Agreement. (Supply should be made as per the schedule of supply issued along with the supply order)
Tender Stages	Two level E-tendering
Place of Execution of work/ delivery of consignment	PMU, Thiruvananthapuram and RPMU's at Thodupuzha, Malappuram and Kannur
Place of Execution of Agreement	PMU, KRWSA, Thiruvananthapuram

Interested bidders may get further information regarding the bidding document obtained from the web site www.etenders.kerala.gov.in or the office of the Executive Director, PMU, KRWSA, Thiruvananthapuram.

Conditions specific to physical tender submission mentioned elsewhere in this document shall be ignored.

Interested bidders shall register through KRWSA office in www.etenders.kerala.gov.in and obtain a USER ID and Pass word for viewing Bid Document. On-line enrolment of bidders are available. Enrolled bidders can download the bid documents from above mentioned web site free of cost. The required tender fee need be paid at the time of submission of bid only.

For uploading the tender documents, the tenderer has to remit the amount towards cost of tender documents as well as the prescribed EMD through online payment mechanism for e-procurement system of Govt. of Kerala (Online payment through SBI MOPS Only). Only those tender schedules which are downloaded from the website will be considered. Bidders can make use of the links "help for Contractors", "FAQ", "Bidders Manual Kit" etc. in the website for more details on registration and bid submission. They can also contact over phone or by mail to the regional offices of Kerala State IT Mission in the addresses available in the website for further assistance. Unless the tender cost and EMD payments are made successfully the submission of the tender will not be possible.

Issuing Bid Document is no way for a right or eligibility for Prequalification of awarding the work. The Pre-qualification criteria are described in the Bid Document. The Executive Director, PMU, KRWSA reserve the right to re-call the invitation of Bid/reject the application for Bid Document/Extend the date of any notified date regarding this bid without assigning any reason.

All Bid Document must be accompanied by sufficient Preliminary Agreement in Stamp Paper worth **Rs. 200/-** (Rupees Two Hundred only) in the prescribed format otherwise the bid will be rejected. **Hard Copies of Technical Bid excluding price bid must be submitted to the tendering authority within 3 Days, from the due date of submission of bid electronically.** If any of the dates mentioned in the above happens to be a holiday the actions will be conducted on the next working day. All other relevant rules followed by the KRWSA shall be applicable to these tenders also.

Visit us at : www.etenders.kerala.gov.in

EXECUTIVE DIRECTOR

Tenderer

Executive Director

**KERALA RURAL WATER SUPPLY AND SANITATION AGENCY,
THIRUVANANTHAPURAM**

E-TENDER No. KRWSA-PMU/6/2020-21-TA(Tech)

Name of Work:- : Supply of Field Test kits & H₂S vials for analysis of drinking water samples
for WQM&S activities - JJM-2020-21.

Due date: Up to 03.00 PM on 27.01.2021

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KERALA RURAL WATER SUPPLY AND SANITATION AGENCY

General Terms & Conditions for Kerala State e-Procurement System through **<https://www.etenders.kerala.gov.in>**

This tender is an e-Tender and is being published online for the work/supply of goods and service **Supply of Field Test kits & H₂S Vials for analysis of drinking water samples for WQM&S - JJM-2020-21.**

The tender is invited in **TWO** cover system from the registered (for e-tendering) Competent Manufacturers/Dealers in India directly authorized by manufacturers/Registered suppliers of Government of Kerala/ Govt. of India / government organizations/ Universities/Government Educational Institutions 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 0484-2336006, 2332262 or 0497-2764788, 2764188 or 0483-273294 or through email: etendershelp@kerala.gov.in or helpetender@gmail.com 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:** As mentioned in the tender documents.
- iii. **Publishing of Corrigendum:** All corrigendum shall be published on www.etenders.kerala.gov.in and www.jalanidhi.kerala.gov.in
- 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. Hard copies of all tender documents and other supporting documents shall be submitted to the tendering authority within three days of due date of tender submission electronically. However, the online submitted documents will always supersede the manually submitted hard copies of documents for tender evaluation.

- v. **Opening of Technical Bid and Bidder short-listing:** The technical bids will be opened, evaluated and shortlisted as per the eligibility, technical qualifications and based on the verification and analysis using the sample kits that are submitted to the tendering authority. 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.
- vi. **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 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:

- i) Document 1 : Scanned copy of duly filled and signed preliminary agreement prepared in Kerala Stamp Paper worth Rs.200/-
- ii) Document 2 : Scanned copy of documents to prove past performance, status of bidder etc for eligibility and technical qualification.
- iii) Document 3: The NIT documents of the work downloaded from the website to agree with the tender conditions
- iv) Document 4: Annual Turnover certificate having not less than 25% of the quoted PAC issued by Chartered Accountant for the last three financial years to be submitted by non-Governmental Institutions/Firms participating in the tender.

KRWSA 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 Fee and Earnest Money Deposit (EMD)

The Bidder shall pay a tender fee and Earnest Money Deposit (EMD) or Bid Security amount as per the tender documents. The Bid security is required to protect the purchaser against risk of Bidder's conduct, which would warrant the forfeiture of security.

Online Payment modes: The tender fee 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	37	Punjab and Maharashtra Cooperative Bank
7	Bank of India	38	Punjab National Bank
8	Bank of Maharashtra	39	Punjab and Sind Bank
9	Bassein Catholic Co-operative Bank	40	RBL Bank
10	BNP Paribas	41	Saraswat Cooperative Bank
11	Canara Bank	42	ShamraoVithal Cooperative Bank
12	Catholic Syrian Bank	43	South Indian Bank
13	Central Bank of India	44	Standard Chartered Bank
14	City Union Bank	45	State Bank of India
15	Corporation Bank	46	Syndicate Bank
16	Cosmos Bank	47	Tamilnad Mercantile Bank
17	DCB Bank	48	Tamilnadu Cooperative Bank
18	Dena Bank	49	The KalyanJanataSahakari Bank
19	Deutsche Bank	50	(Erstwhile Thane JanataSahakari 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	JanataSahakari Bank		
30	Karnataka Bank		
31	KarurVysya 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	ShamraoVithal 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	30	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	KarurVysya 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 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/-*

Any transaction charges levied while using any of the above modes of online payment has to 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 fee 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.

The bidders have the opportunity to revise the rates or documents uploaded by him even after submission, till the closing date of the tender. Also the bidder can withdraw his offer before the closing date. Resubmission will not be possible for withdrawn bids. The option is available from "my active bids" link.

Letter Submitting Tender

E-Tender No. KRWSA-PMU/6/2020-21-TA (Tech)

(Due Date of submission on 27.01.2021 upto 03.00 PM)

Name of Work : Supply of Field Test kits & H₂S Vials for analysis of drinking water samples for WQM&S - JJM-2020-21.

To
The Executive Director
Kerala Rural Water Supply and Sanitation Agency
Thampanoor,
Thiruvananthapuram-695001
Sir,

I/We do hereby tender to execute the work/supply of goods and related service enumerated in the schedule accompanying in accordance with the terms in your Tender notification dated 12/01//2021 and specifications and conditions of contract in force in KRWSA and conditions accompanying with the tender documents.

1. Copy of the specifications duly signed is enclosed.
2. Preliminary agreement duly executed and signed in stamp paper **worth Rs.200/-** is also enclosed.
3. I/We further agree to complete 50% of the whole supply in 30 days and balance 50% within 60 days from the date of execution of the agreement. I/We further agree to execute an agreement within **15 days** from the date of award of the work in Kerala State Government stamp paper of the required value **(0.1% of contract value –minimum Rs.200/- and maximum upto Rs.1 lakh as per gazette notification 3111(1)/Leg A2/2018/LAW dated 31.03.2018 in Kerala Finance Act 2018)** for the due fulfillment of the contract and pay for stamps, forms and legal expenses incidental there to.
4. Deleted.
5. I/We agree to keep the tender open for acceptance for 120 days from the due date of submission thereof and not to make any modification in its terms and conditions which are not acceptable to KRWSA. **A sum of 2.5% of the PAC subject to a maximum of Rs50,000/-** is hereby forwarded in online payment through e-Payment facility provided by the e-Procurement system of State Bank of India Multi Option Payment System (SBI MOPS Gateway) through Retail or Corporate Banks as earnest money.
6. If I/we fail to keep the tender open as aforesaid or make any modification, in the terms and conditions of the tender which are not acceptable to KRWSA

OR

Tenderer

Executive Director

If after the tender is accepted, I/We fail to execute the agreement as provided in Tender Conditions or to commence the execution of the works as provided in the conditions I/we agree that the Agency shall without prejudice to any other right or remedy be at liberty to forfeit the said earnest money absolutely, and also recover from me/us the entire loss that may be caused to Agency by the re-tender or re-arrangement of the work or otherwise under the provisions of the Revenue Recovery Act of otherwise.

Enclosures:

- i. Complete tender document of the work/supply
- ii. Authorization given to the signatory of the bid to sign and submit the bid
- iii. Preliminary Agreement
- iv. Earnest Money 2.5% of the PAC subject to a maximum of Rs.**50,000/-** through online payment through e-Payment facility provided by the e-Procurement system of State Bank of India Multi Option Payment System (SBI MOPS Gateway) through Retail or Corporate Banks
- v. Signed specification of offered kit including list of reagents and accessories in kit and procedures and detection range for each parameter
- vi. Status of Bidder (Manufacturer / Authorized Dealer/ Registered suppliers of Government of Kerala)
- vii. Work orders and appropriate certificates in proof of qualifying experience as per tender conditions
- viii. Annual Turnover certificate having not less than 25% of the quoted PAC issued by Chartered Accountant for the last three financial years to be submitted by non-Governmental Institutions/Firms participating in the tender.

Date :

Signature of tenderer

Full Name:.....

Nationality

Address

Tenderer

Executive Director

GENERAL CONDITIONS

Sealed tenders are invited for the supply of the materials as specified in the schedule below/attached.

1. The tenders should be addressed to the officer mentioned below in a sealed cover with the tender number and name shown below duly superscribed on the cover.
2. The tenders should be in the prescribed form which can be obtained from the officer mentioned below on payment of the price which is also noted below. Duplicate copies of tender forms will also be issued at the rate specified below. The cost of tender forms once paid will not be refunded. Tenders which are not in the prescribed form are liable to be rejected. The rates quoted should be only in Indian currency. Tenders in any other currency are liable to rejection.
3. Intending tenderers should send their tenders so as to reach the Officer mentioned below, on due date and time (noted below). No tender received after the specified date and time will be accepted on any account. The rates will be considered firm for acceptance till the date mentioned below. Tenders not stipulating period of firmness and tenders with price variation clause and/or 'subject to prior sale' condition are liable to be rejected.
4.
 - (a) Every tenderer who has not registered his name with the state Government (Stores Purchase Department), should send along with his tender, an earnest money of one per cent of the total cost of the articles tendered for (rounded to the nearest rupee) subject to a minimum of Rs. 1500, if the amount calculated at one per cent of the value of the articles tendered for falls below Rs. 1500. The amount may be paid either by remittance into any Government Treasury in chalangans in duplicate, duly countersigned by the officer mentioned below or by Demand Drafts (crossed) on the local branch of State Bank of Travancore/State Bank of India drawn in favour of the officer mentioned below. In the case of remittance into the treasury, chalan receipt should be forwarded along with the tender. Cheques will not be accepted. The earnest money of the unsuccessful tenderers will be returned within a period of one month after the tenders are settled; but that of the successful tenderers will be adjusted towards the security that will have to be deposited for the satisfactory fulfillment of the contract. "If the Earnest Money

Deposit of the successful tenderer is not refunded within three months of finalization of the contract interest at the rate of interest paid for S.B. accounts by nationalized banks will be paid on the Earnest Money Deposit".

- (b) Tenderers whose names are registered with Government (Stores Purchase Department) are generally exempted from furnishing earnest money for such articles for which they have registered their names. If they tender for stores other than those for which they have registered their names, they will have to furnish earnest money as in the case of unregistered firms. Registered firms will have to quote invariably in every tender they submit the registration number assigned to them by the Stores Purchase Department.
- (c)(i) Micro, Small & Medium Enterprises and Cottage Industries and Industrial co-operatives within the State which are certified as such by the Director of Industries and commerce or by the Regional Joint Directors of Industries and Commerce will be exempted from furnishing earnest money deposits in support of tenders submitted by them to Government Departments. The Khadi and village Industries Co-operative Societies and the institutions registered under the Literary, Scientific and Charitable Societies Act and financed by the Kerala Khadi and Village Industries Board within that State which are certified as such by the Secretary, Kerala Khadi Village Industries Board will be exempted from furnishing earnest money deposits in support of tenders submitted by them to Government Departments. Government Institutions/State Public Sector Industries which manufacture and supply stores will also be exempted from furnishing earnest money for tenders submitted by them.
- (ii) Micro and Small Enterprises and Industrial Co-operatives within the State which have been registered as such with the Industries Department (Department under the control of the Director of Industries and Commerce) on furnishing proof of such registration will be exempted from furnishing security deposit against contracts for supply of stores manufactured by them provided that an officer of and above the rank of Deputy Director of Industries and commerce having jurisdiction over the area also certifies to the soundness and reliability of the concerns to undertake the

Tenderer

Executive Director

contracts. The

Khadi and Village Industries Co-operative Societies within the State which have been registered as such with the Kerala Khadi and Village Industries Board and the institutions registered under the Literary, Scientific and Charitable Societies Act and which are financed by the Board within the State on furnishing proof of such registration will be exempted from furnishing security deposits against contracts for supply of stores manufactured by them provided that the Secretary, Kerala Khadi and Village Industries Board also certifies to the soundness and reliability of the concerns to undertake the contracts. Government Institutions or any Institutions listed in Annexure 16 which supplies stores, and Government of India Undertaking will also be exempted from furnishing security in respect of contracts for supply of stores.

(d) In the matter of purchase of stores by the State Government Departments, Small Scale Industrial Units sponsored by the National Small Scale Industries Corporation Limited, New Delhi and in respect of which competency certificates are issued by the Corporation will be exempted from payment of Earnest Money Deposits and Security Deposits.

(e) The exemption stipulated in clauses (b), (c) and (d) above will not however, apply to tenders for the supply of raw materials or dietary articles or stores on rate or running contract basis.

5. The tenders will be opened on the appointed day and time in the office of the undersigned, in the presence of such of those tenderers or their nominees who may be present at that time.

6. If any tenderer withdraws from his tender before the expiry of the period fixed for keeping the rates firm for acceptance, the earnest money if, any, deposited by him will be forfeited to Government or such action taken against him as Government think fit.

7. Tenderers shall invariably specify in their tenders the delivery conditions including the time required for the supply of articles tendered for.

8.

(a) The tenderer shall clearly specify whether the articles offered bear Indian Standards Institution Certification Mark or not. In such cases, they shall produce copies of Certification mark along with their tender in support of it.

(b) Tenderers shall clearly specify whether the goods are offered from indigenous sources, from imported

stocks in India or from foreign sources to be imported under a license. Government reserves the right to reject offers for import of goods if the Import Trade Control Policy in force at the time of award of the contract prohibits or restricts such imports.

9. The final acceptance of the tenders rests entirely with the Government who do not bind themselves to accept the lowest or any tender. But the tenderers on their part should be prepared to carry out such portion of the supplies included in their tenders as may be allotted to them.

10. In the case of materials of technical nature the successful tenderer should be prepared to guarantee satisfactory performance for a definite period under a definite penalty.

11. 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 the penalties set out in para 12 below.

12.

(a) The successful tenderer shall, before signing the agreement and within the period specified in the letter of acceptance of his tender deposit a sum equivalent to 5 per cent of the value of the contract as security for the satisfactory fulfillment of the contract less the amount of money deposited by him along with his tender. The amount of security may be deposited in the manner prescribed in clause 4 supra or in Government Treasury Savings Bank and the Pass Book pledged to Purchasing Officer or in Fixed Deposit Receipts of State Bank of Travancore/State Bank of India endorsed in favour of the above officer. Letters of guarantee in the prescribed form for the amount of security from an approved Bank will also be considered enough at the discretion of government. 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 Government and contract arranged elsewhere at the defaulter's

risk and any loss incurred by Government on account of the purchase 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 cancelled.

(b) In cases where a successful tenderer, after having made partial supplies fails to fulfil the contracts in full, all or any of the materials not supplied may at the discretion of the Purchasing Officer, be purchased by means of another tender/ quotation or by negotiation or from the next higher tenderer who had offered to supply already and the loss, if any, caused to the Government shall thereby together with such sums as may be fixed by the Government towards damages be recovered from the defaulting tenderer.

(c) Even in cases where no alternate purchases are arranged for the materials not supplied, the proportionate portion of the security deposit based on the cost of the materials not supplied at the rate shown in the tender of the defaulter shall be forfeited and balance alone shall be refunded.

(d) If the contractor fails to deliver all or any of the stores or perform the service within the time/period(s) specified in the contract, the purchaser shall without prejudice to its other remedies under the contract, deduct from the contract price as liquidated, damages, a sum equivalent to 0.5% or 1% of the delivered price of the delayed stores or unperformed services for each week of delay until actual delivery or performance, upto a maximum deduction of 10% of the contract prices of the delayed stores or services. Once the maximum is reached, the purchaser may consider termination of the contract at the risk and cost of the contractor.

13. The security deposit shall, subject to the conditions specified herein, be returned to the contractor within three months after the expiration of the contract, but in the event of any dispute arising between the Department concerned and the contractor, the Department shall be entitled to deduct out of the deposits or the balance thereof, until such dispute is determined the amount of such damages, costs, charges and expenses as may be claimed. The same may also be deducted from any other sum which may be due at any time from Government to the contractor. In all cases where there are guarantee for the goods supplied the

security deposit will be released only after the expiry of the guarantee period. If the Security is not released even after the completion of one year, from the date of expiry of the period of contract provided there are no complaints against the contractor. Interest at the rate of interest paid for S.B. accounts by nationalized banks will be paid on the Security Deposit.

(a) "If the Earnest Money Deposit/Security Deposit is not released within the period specified for no fault of the Contractor, the loss incurred to Government shall be made good from the Officer responsible for the belated release of the Earnest Money deposit/Security Deposit."

14.

(a) All payments to the contractors will be made by the Purchasing Officer in due course:-

(i) either by Departmental cheques payable at the Kerala Government Treasuries; or

(ii) by cheques or drafts on the Reserve Bank of India, State Bank of India and State Bank of Travancore (at any of their Principal Branches in India).

(iii) In the case of supplies from abroad by drafts as may be, arranged between the contracting parties.

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

15. The tenderers shall quote also the percentage of rebate (discount) offered by them in case the payment is made promptly within fifteen days/within one month of taking delivery of stores.

16. Ordinarily payments will be made only after the supplies are actually verified and taken to stock but in exceptional cases, payments against satisfactory shipping documents including certificates of Insurance will be made up to 90 percent of the value of the materials at the discretion of Government. Bank charges incurred in connection with payment against documents through bank will be to the account of the contractor. The firms will produce stamped pre-receipted invoices in all cases where payments (advance/final) for release of railway receipts/shipping documents are made through banks. In exceptional cases where the stamped receipts of the firms are not received for the payments (in advance) the unstamped receipt of the Bank (i.e., counterfoils of pay-in-slips issued by

the Bank) alone may be accepted as a valid proof for the payment made.

17. 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 underlet 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 purchasing officer 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 rescission. Provided always that if such consent be given at any time, the contractor shall not be relieved from any obligation, duty or responsibility under this contract.

18.

(a) In case the contractor becomes insolvent or goes into liquidation, or makes or proposes to make any 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 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 purchasing Officer to the contractor, be determined and the Department/ Government may complete the contract in such time and manner and by such persons as the Department/ Government shall think fit. But such determination of the contract shall be without any prejudice to any right or remedy of the Government against the contractor or his sureties in respect of any breach of contract therefore committed by the contractor. All expenses and damages caused to Government by any breach of contract by the contractor shall be paid by the contractor to Government, and may be recovered from him under the provisions of the Revenue Recovery Act in force in the State.

(b) The persons/contractors submitting tenders should produce a solvency certificate, clearly indicating to what extent they are solvent from the Tahsildar of

the Taluk where they reside along with their tenders.

NOTE: The solvency certificate referred to above will apply only in the case of supply of the following articles viz., dietary articles, fuels, raw materials like roots, creepers, flowers etc., and provisions to hospitals and hostels, sundry articles etc.

19.

(a) In case the contractor fails to supply and deliver any of the said articles and things within the time provided for delivery of the same, or in case the contractor commits any breach of any of the covenants, stipulations and agreements herein contained, and on his part to be observed and performed, then and in any such case, it shall be lawful for Government (if they shall think fit to do so) to arrange for the purchase of the said articles and things from elsewhere or on behalf of the Government by an order in writing under the hand of the Purchasing Officer put an end to this contract and in case the Government shall have incurred, sustained or been put to any costs, damages or expenses by reason of such purchase or by reason of this contract having been so put an end to or in case any difference in price, compensation, loss, costs, damages, expenses or other money shall then or any time during the continuance of this contract be payable by the contractor to the Government under and by virtue of this contract, it shall be lawful for the Government from and out of any moneys for the time being payable or owing to the contractor from the Government under or by virtue of this contract or otherwise to pay and reimburse to the Government all such costs, damages and expenses they may have sustained, incurred or been put to by reason of the purchase made elsewhere or by reason of this contract having been so put an end to as aforesaid and also all such difference in price, compensation, loss, costs, damages, expenses and other moneys as shall for the time being be payable by the contractor aforesaid.

(b) In case any difference or dispute arises in connection with the contract, all legal proceeding relating to the matter shall be instituted in the Court within whose jurisdiction the Purchasing Officer voluntarily resides.

20. Any sum of money due and payable to the contractor (including security deposit returnable to him) under this contract may be appropriated by the Purchasing Officer or Government or any other

person authorized by Government and set off against any claim of the Purchasing Officer or Government for the payment of a sum of money arising out of or under any other contract made by the contractor with the Purchasing Officer or Government or any other person authorized by Government. Any sum of money due and payable to the successful tenderer or contractor from Government shall be adjusted against any sum of money due to Government from him under any other contracts.

21. 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 of abode or business.

22. The tenderer shall undertake to supply materials according to the standard sample and/or specifications.

23.

(a) No representation for enhancement of rates once accepted will be considered. However, in exceptional cases if Government is convinced of any compelling need for enhancement of rate, it may do so.

(b) In the case of imported goods, when the price accepted is the ex-site price quoted by the tenderer, the benefit of any reduction in the c.i.f. price should accrue to the purchasing Department of Government.

24. Any attempt on the part of the tenderers or their agents to influence the Department/Stores Purchase Department in their favour by personal canvassing with the Officers concerned will disqualify the tenderers.

25. Tenderers should be prepared to accept orders subject to the penalty clause for forfeiture of security in the event of default in supplies or failure to supply within the stipulated period.

26. Samples should be forwarded if called for and unapproved samples go back by the tenderers at their own cost. Samples sent by V.P. Post or 'freight to pay' will not be accepted. The approved samples

may or may not be returned at the discretion of the undersigned. Sample sent by post, railway or plane should be so despatched as to reach the Purchasing Officer not later than the date on which the tenders are due. In the case of samples sent by railway the receipt should be sent separately and not along with the tender since the tender will be opened only on the appointed day and demurrage will have to be paid if the railway parcels are not cleared in time. Government will not be responsible if any sample is found missing at any time due to the non-observance of the provisions of this clause. Tenderers whose samples are received late will not be considered. Samples should be forwarded under separate cover duly listed and the corresponding number of the item in the tender schedule should also be noted in the list of samples. Tenders for the supply of materials are liable to be rejected unless samples, if called for, of the materials tendered for are forwarded.

27. Telegraphic quotations will not be considered unless they give details of prices and are immediately followed by confirmation with full relevant details posted before the due date of the tender.

28.

(a) The prices quoted should be inclusive of all taxes, duties cesses, etc., which are or may become payable by the contractor under existing or future laws or rules of the country of origin/supply or delivery during the course of execution of the contract.

(b) In case payment of customs/excise duty is to be made by the Purchasing Officer, the Purchasing Officer will pay the duty on the "unloaded invoice price" only in the first instance, any difference being paid when the tenderer produces, the final assessment orders later.

29. The tenderer will invariably furnish the following certificate with their bills for payment:-

"Certified that the goods on which sales tax has been charged have not been exempted under the Central Sales Tax Act or States Sales Tax Act or the Rules made thereunder and the charges on account of sales tax on these goods are correct under the provisions of the relevant Act or the rules made thereunder, Certified further that we (or our Branch or agent) (Address)..... are registered as dealers in the State of.....under Registration No..... for purposes of sales tax."

Tenderer

Executive Director

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

31. DELETED

32. The tenderer should send along with his tender an agreement executed and signed in Kerala Stamp Paper of value Rs. 15 purchased in the Kerala State. Stamp Paper will be supplied to firms outside Kerala along with the tender forms on payment of Rs. 20 (Rs. 15 being the value of the stamp paper and Rs. 5 incidental charges) which may be remitted by money order in advance. A specimen form of agreement is also given in this Annexure. Tenders without the agreement in stamped paper will be rejected outright. But in deserving cases where agreement has not been received, the purchasing officer may exercise his 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 Purchasing Officer 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. Agreement received from a tenderer after the above time limit will not be considered.

**Sd/-
Executive Director
KRWSA**

Tenderer

Executive Director

Superscription - Tender No KRWSA-PMU/6/2020-21-TA(Tech) For the supply of 3,000 nos. of FTKs and 300,000 nos. of H ₂ S Vials	
Due date and time for receipt of tender	27/01/2021 up to 03.00 PM
Date and time for opening of tender	29/01/2021 , 03.30 PM
Date upto which the rates are to be firm	4 months from the due date of submission of bid.
Price of tender form	Rs.5,000/- plus GST
Price of duplicate copy	Not applicable
Address of Officer from whom tender forms are to be obtained and to whom tenders are to be sent:	The Executive Director, PMU, KRWSA, Thiruvananthapuram.

Name of Office: PMU, KRWSA

Station and date:Thiruvananthapuram

(Name & designation of Purchasing Officer)

SCHEDULE OF MATERIALS

Sl. No.	Specifications	Quantity	Unit	Rate (Rs. P.)	Total (Rs. P.)	Remarks
1	2	3	4	5	6	7
	(Separately attached)					

Whether samples essential:

Period within which goods should be delivered:

Rates should be quoted for delivery f.o.r
.....at

Departmental Stores

Other special conditions:

Tenderer

Executive Director

KERALA RURAL WATER SUPPLY AND SANITATION AGENCY

TENDER CONDITIONS I

JalJeevan Mission 2020-21 envisages various Water Quality Monitoring and Surveillance activities that include testing of rural drinking water sources using FTK and H₂S Vials for further analysis at various laboratories. The subject tender is for procurement of Field Test kits & H₂S Vials.

The Executive Director, KRWSA, for, and on behalf of the KRWSA issues these tender documents for the supply of goods and related services as below and detailed specification described under “scope of work”.

Tender No	Name of work	Source of fund
KRWSA-PMU/6/2020-21-TA(Tech)	JJM-2020-21-Supply of Field Test kits & H ₂ S Vials for analysis of drinking water samples for WQM&S activities	WQM&S under JalJeevan Mission 2020-21

- 1) Competent Manufacturers/Dealers / Distributors in India directly authorized by manufacturers/ Registered suppliers of Government of Kerala/ Govt. of India / government organizations/ Universities/Government Educational Institutions who wish to submit their bids must have the technical know-how, standing experience & proven reputation in supply of Field Test Kits (FTK) & H₂S Vials for water analysis.. They should furnish satisfactory performance of similar Field Test Kits supplied to Government institutions / PSUs in India in the past
- 2) The successful tenderer shall be entrusted with supply of item described in the "Scope of Works" and “detailed specification “
- 3) Tenders which are not submitted in the prescribed form, shall be summarily rejected
- 4) **How to submit Bids-**
 - a) **Documents comprising Bid:**
The bid shall comprise two parts namely the technical part and financial part. These two parts shall be submitted simultaneously.

Tenderer

Executive Director

Technical Bid

- 1) Letter submitting tender in the given format
- 2) Preliminary agreement in Kerala stamp paper with Rs 200 / -
- 3) Written confirmation authorizing the signatory of the bid to sign and submit the bid
- 4) Scanned copy of work orders and appropriate certificates in proof of past experience
- 5) Documentary evidence to prove the status of bidder (whether manufacturer/ dealer/ registered supplier of Govt. of Kerala)
- 6) Specification of offered kit including list of reagents and accessories in kit and procedures and detection range for each parameter
- 7) Form of Declaration for Non relationship as per given format
- 8) For bidders claiming EMD/Performance Security exemption, relevant document issued by Government/ KRWSA to substantiate the eligibility shall be uploaded.
- 9) Deleted.
- 10) Annual Turnover certificate having not less than 25% of the quoted PAC issued by Chartered Accountant for each of the last three financial years to be submitted by non-Governmental Institutions/Firms participating in the tender
- 11) Any other document as per the requirement of tender condition

Price Bid

The price bid in given format shall be submitted electronically only . The price quoted shall be in Indian rupees and shall be exclusive of Goods and Service Tax (GST) . The Price Bid shall not be used for expressing and putting for the any techno commercial condition of the tender. Price quoted shall include all charges excluding GST.

- b) The tenders shall be submitted electronically to the Executive Director, KRWSA, Thiruvananthapuram in the method available at the website www.etenders.kerala.gov.in. All documents / attested copies shall be submitted electronically by scanning and uploading. The tender documents in original shall be submitted within 3 days of the due date of submission of tender. The contractors can view the tender notice and the tender documents free of cost in website. However on submission of tender, the tenderer will have to remit the tender fee electronically. The cost of tender form once paid successfully and credited to KRWSA account will not be refunded even if the tender is cancelled at a later stage or the tenderer fails to upload his tender. Preliminary agreement in the prescribed form in Rs. 200/- Kerala Stamp Paper duly signed and sealed shall be uploaded without fail. The price bid shall be filled up in the prescribed format provided in the tender document. For uploading the technical and price bids, the tenderer has to remit the amount towards tender fee as well as the prescribed EMD through online payment gateway. Price bid /schedule shall be submitted electronically only.

5) **Pre-bid meeting**

There shall be pre-bid meeting on **22.01.2021 at 11:00am** at the office of Executive Director, KRWSA. The intended bidders can participate in the meeting and get clarification on any queries related to scope and conditions of this tender. Any queries received through mail/ post before **5pm on 20.01.2021** will also be clarified as in detailed tender notice.

The minutes of the pre-bid meeting and reply to clarification will be uploaded in the e tender web site and shall be the part of tender conditions

6) **Evaluation of Tender - Opening of tender bid and bidder short listing**

Technical bid will be opened and evaluated and bidders shall be shortlisted as per the eligibility and technical qualification and based on the results of analysis using sample kits that are submitted to the tendering authority. Three numbers of FTK and five numbers of H₂S Samples shall be submitted on free of cost to the Tender Inviting Authority immediately on submission of tender so as to reach PMU, KRWSA, Thiruvananthapuram within 3 days from tender due date as in the case of hard copy of tenders.

- a) All documents in support of technical qualification shall be uploaded with tender. Failure to submit the documents online will attract disqualification.
- b) Price bid of only those bidders who are shortlisted as above shall be opened with prior information by email/website.

c) **Final Decision making Authority**

The Executive Director reserves the right to accept or reject any of the applications for technical qualification without assigning any reasons thereof and Executive Director's decision shall be final. The final acceptance of the tender vests with the KRWSA/ State Government which is not bound to accept the lowest tender or assign any reason for rejecting any tender. The Executive Director reserves to itself the right of re-advertising the tender for the work for carrying out the work in any manner that may be deemed fit, subsequent to this invitation of tender.

7) **Change in the Firms Constitution**

In the case of contract entered into by partnership firm, any change in the constitution of the firm shall forthwith be notified by the contractor to the Executive Director.

The contractor, shall not without the previous sanction in writing of the authority accepting the tender, execute any power of attorney in respect of any matter implying this contract and any such power of attorney executed without such sanctions shall not be recognized by or be binding up on the Authority either to grant such sanction or to refuse it or revoke a sanction once given.

8) **Experience/ Qualification criteria for the bidder**

The bidder shall satisfy the following minimum eligibility criteria

The Bidder shall have experience in supply of a minimum of 100 nos. of similar Field Test Kits & 1000 nos. of H₂S vials for analyzing drinking water quality for any Government institution during the last three years.

or

The bidder shall have experience in executing water quality monitoring/ surveillance works (10000 samples for chemical and 1000 for bacteriological tests) using similar field Test Kits and H₂S vials for any Government institutions during the last three years.

As documentary evidence the bidder shall upload work order and certificates from an officer not below the rank of an Executive Engineer on the quality of the product.

Annual Turnover certificate having not less than 25% of the quoted PAC issued by Chartered Accountant for the last three financial years to be submitted by non-Governmental Institutions/Firms participating in the tender

- 9) The signed preliminary agreement in Kerala Government stamp paper worth Rs.200/- as per the given format shall also be enclosed with the tender.

10) Lump sum amount to be quoted for the work

- a) The rate quoted by the contractor should be inclusive of cost for transportation, loading and unloading charges, insurance etc, hire charges for the tools and plant and all other incidental charges etc...But except GST and no extra claims on these accounts, will be admitted.
- b) The tenderer shall quote his rate for each item in the tender schedule itself and show the total amount of supply quoted for. The rate quoted shall be for the supply at specified location including transportation, loading and unloading charges inclusive of all necessary works, cost of materials and labour charges etc. **The tenderer shall quote the rate for each item inclusive of base price, any other charges, customs duty etc. if applicable, but excluding GST.** No escalation of the rate quoted will be considered at any context under this tender.
- c) No extra payment will be made for any work to be carried out for the commissioning of the supplied item even if the schedule of work attached herewith does not include such work.

11) Variation of Price Bid

The tenderer is bound to carry out the entire work as per the specification including consumables if any stated in the specification and as per scope of work in the tender. Nothing inferior to specification as per the scope of work included shall be acceptable. **Price variation on any account shall not be permitted.**

12) Variation in Quantity

The tenderer shall be bound to supply goods and related items upto a variance of 25 % of quantity specified in the tender at the agreed rate.

Tenderer

Executive Director

13) GST Conditions.

All bidders for public works, goods and services should have valid GST registration. The lump sum amount quoted shall be exclusive of GST which may be paid or become payable on the completed work within the scope of this tender. In other words, the amount quoted shall be exclusive of GST prevailing as on the due date of the tender. While preparing bills, the amount without taxes to be worked out. After arriving the value of work done without GST, the GST amount will be paid to the contractor as extra. In case of change in the GST rate between the date of invoice and date of supply OR last date of submission of tender and the date of release of payment for works done, the prevailing GST rate will be reckoned as per GST laws of Central and state Government for payments. Any variation in the tax rate of GST (increase or decrease) shall be adjusted at the time of bill processing, i.e., deduction in the case of decrease in GST Rate or addition in case of increase in GST Rate shall be made at the time of settlement of bills. The TDS and other deductions would be on payments made or credited to the supplier excluding GST. Taxes at applicable rates shall be deducted from the payments to the contractor as per rules without further correspondence. The deductions from contractor's payment shall include income Tax. However this shall not mean that only this amount shall be deducted. Any excess in taxes and duties within the original contract period shall be borne by the KRWSA and any reduction in taxes and duties within the period shall be deducted from the contractor's bill, on proof of remittance.

14) Forfeiting of EMD

KRWSA shall without prejudice to any other right or remedy is at liberty to forfeit the said earnest money absolutely if:

- a) In case the tenderer fail to keep the tender open as aforesaid or make any modifications in the terms and conditions of the tender which are not acceptable to the KRWSA.
- b) After the Tender is accepted, if the tenderer fail to execute the agreement as provided in the tender conditions.

15) Security Deposit.

The successful tenderer shall within 15 days of receipt of the order of award of work (selection notice), deposit towards performance guarantee, 5% of the accepted contract value in favour of the Executive Director, KRWSA, Thiruvananthapuram and deposit will be retained till the expiry of defect liability period. At least fifty percent (50%) of this deposit shall be collected in the form of Treasury Fixed Deposit and the rest in the form of Bank guarantee or any other forms prescribed in the revised PWD manual.

Also, the successful tenderer shall execute an agreement within **15 days** from the date of award of the work in Kerala State Government stamp paper of the required value **(0.1% of contract value –minimum Rs.200/- and maximum upto Rs.1 lakh**

Tenderer

Executive Director

as per gazette notification 3111(1)/Leg A2/2018/LAW dated 31.03.2018 in Kerala Finance Act 2018) for the due fulfillment of the contract and pay for stamps, forms and legal expenses incidental thereto.

The contractor for the work shall be liable to pay penalty for the delay in executing the agreement, commencing work etc. as per the prevailing rules in KRWSA.

16) The EMD deposited by the lowest tenderer shall be released as soon as the performance guarantee amount as above is deposited and agreement executed.

17) No exemption shall be allowed for initial performance guarantee and performance security deposit amounts for any tenderer unless there is specific order from Government/KRWSA to that effect.

18) Conversion of EMD into performance guarantee deposit is not applicable.

19) No interest shall be payable upon the security deposit, or amounts payable to the contractor under the contract.

20) The Agency shall have the exclusive right to collect interest on all Govt. Securities or National Savings Certificates endorsed as aforesaid and all interest collected shall be credited to the accounts of the contractors and the contractor shall not be entitled to claim any sum by way of interest or profit on the said securities or National Savings Certificate, save the amount actually collected by the Agency.

21) The Agency shall not be liable for any depreciation in the value of securities while at its charge nor for any loss of interest thereon.

22) Additional Performance Guarantee

- I. Additional Performance guarantee will be required in all cases where quoted rate fall below 10% of the estimate cost. If the rate quoted by the contractor is “x%” below estimate cost, the additional performance guarantee for an amount equal to (x-10) % of the estimate amount shall be obtained from the contractor”
- II. The tender with lowest quoted rate less than 75% estimated PAC shall not be rejected if sufficient competition ensured and the rate quoted by the second and third lowest bidder are also comparatively nearer to the lowest bidder.
- III. The tender inviting authority shall obtain a statement from the lowest bidder quoting rate below PAC regarding the reasonableness of the rate quoted to access that whether the quoted rates are workable.
- IV. Assessment shall be made by department also, as to whether the particular work has any rate advantage as compared to the rate as given in the sanctioned estimate Viz. reduction in cost bitumen, steel etc.

- V. If any contractor quoted less than 75% of the estimated PAC and variation with all other quoted rate are much higher, the tender accepting authority shall take appropriate decision based on merits

23) Completion Time

The supply at stipulated location shall be completed within 60days from the date of Agreement.

24) Liquidated damages

Liquidated damages @ 0.5% of the cost of the balance works/supply of goods and service , per week or portion thereof subject to a maximum of 10% of the total value of Contract will be realized from the contractor, beyond the agreed date of completion of the work. If the contractor fails to complete the work even after levying the maximum of the liquidated damages, the balance portion of the work shall liable to be terminated and arranged through other means at the risk and cost of the defaulted contractor.

25) Extension of time of contract

Time is considered as the essence of this contract. Any delay due to exceptionally adverse climate conditions or other special circumstances of any kind other than default on the part of the contractor shall fairly entitle the contractor for consideration of extension of time of completion for the work without any extra claim. However, such extension shall be at the sole discretion of the employer and without prejudice to the rights of the Agency to terminate the contract treating time as the essence of the contract. The Agency is not bound to take into account any extra ordinary circumstances unless the contractor has submitted full and detailed particulars within 15 days of the incident, which affected the progress of the work. Further, any such extension granted shall not relieve the contractor from the interest on the advance, if any, drawn by him. Nor shall he be eligible for the incentive for earlier completion of the works during the extended period. All other conditions are as per G.O(P) No.84/97/PW&T dtd: 19.8.97 with amendments

26) Payment of bills

i. Acceptance after supply

The supplied test kit will be accepted for payment based on the result of analysis of minimum one sample per 1000 kits and one sample per 25000 bacteriological vials. Sampling for analysis will be done by the consignee in the presence of the supplier and the selected samples will be tested in NABL accredited laboratory in Kerala remitting the required fee will be the responsibility of the supplier. Analysis Report together with invoices duly recorded and certified by the consignee shall be submitted to the Executive Director, PMU, KRWSA, Thiruvananthapuram for release of payment.

ii. Payment condition

90% payment on pro rate basis for the supply will be made on acceptance of supply by the consignee. The balance 10 % will be paid on the successful completion of the contract. Payment shall be released from KRWSA, PMU, Thiruvananthapuram after verification of the certificates/ details obtained from the consigned officers/ representatives.

iii. Payment of bills

On receiving the invoices, duly certified by the consignees, the Executive Director, KRWSA will pass the bill and release fund as per rules based on availability of funds.

27) Income Tax and GST TDS at applicable rate will be recovered.

28) Deleted.

29) **Interest for delayed payments:** The tenderer/contractor must clearly understand that the settlement of claim either by part bill will be made only according to the availability of budget provision and allotment of funds made under the respective head of account in which the work is sanctioned and arranged and also subject to the seniority of such bills. No claim for interest or for damages whatsoever shall be made for the belated settlement of claims of bills. No such claims shall be admitted by KRWSA.

30) Deleted

31) **DAMAGE TO PROPERTY AND PERSON**

a) The contractor shall, at his own expenses and to the satisfaction of the tendering authority, reinstate and make good or be liable for any compensation for any injury, loss or damage occasioned to any property or right whatsoever, including the property and right of the Agency, servants or employees of the Agency, being injury, loss or damage arising out of or in any way connected with, the execution or purported execution of the contract, and further the contractor shall indemnify the Authority, private person, in respect of any such injury including any injury resulting in death or disability to person or property, including all claims which may arise under the Workmen's Compensation Act, or under any other law for the time being in force or otherwise.

b) The contractor shall (except if and so far as the specifications otherwise provide) indemnify and keep indemnified the Executive Director for all losses and claims for injuries or damages to any person or property whatsoever including surface or other damage to land being or crops being on the side suffered by tenants and occupiers which may arise out or in consequence of the construction and maintenance of the works and against all claim, demands, proceedings, damages, costs charges and expense whatsoever in respect

Tenderer

Executive Director

thereof or in relation thereto, provided always that nothing therein contained shall be deemed to render the contractor liable for or in respect of or to indemnify the Agency against any compensation or damages for or with respect to.

32) Contractor is bound to give fair wages to labourers employed by him as per the standing rules of the Government.

33) Special condition if any, of the tenderers attached with tenders will not be applicable to the contract unless they are expressly accepted in writing by the tendering authority

34) Nothing in this specification relieves the contractor of this responsibility in delivering required information unless specifically mentioned in these specifications as having been exempted from this scope.

35) Deleted.

36) All other terms and conditions existing in KRWSA about contracts and amended from time to time is applicable to this tender also.

37) If any of the information furnished by the bidder is revealed to be false at any time after submission of tender, but before finalization, their EMD shall be forfeited in full and the bidder shall loose all claims relating to the tender. If such revelation is made after release of supply order or after entering into contract, the purchaser is at liberty to take such action as deemed fit in accordance with law. In either case the bidder shall also be permanently black listed from participating in any further tenders of KRWSA

38) Settlement, Arbitration of disputes and non applicability of Arbitration

- i. Settlement of disputes by Arbitration shall not be applicable to this contract.
- ii. In the case of any disputes arising between the parties to this contract on any of .the matters covered under this contract, the same shall be settled solely by a competent court having jurisdiction within the State of Kerala, and by no other Court. In case the work extends to the Jurisdiction of more than one Court the dispute shall be settled only by the Court in whose jurisdiction the contract is executed.

TENDER CONDITIONS II

Name of work: JJM-2020-21-Supply of Field Test kits and H₂S Vials for analysis of drinking water samples for WQM&S activities

Scope of Work/ supply of goods and related services

JalJeevan Mission 2020-21 envisages various Water Quality Monitoring and Surveillance activities that include testing of rural drinking water sources using FTK and H₂S Vials for further analysis at various laboratories. The subject tender is for procurement of 3000 nos. of Field Test kits and 300000 nos. of H₂S Vials for analysis by local community/ Gram Panchayath/ schools using field test kits so as to identify and evaluate factors associated with drinking water which could pose a risk to health.

1. Detailed Specification:

1. The Field Test Kits shall be of light weight, portable, sturdy and easy to handle.
2. Each physical – chemical kit (11 parameters) shall have quantity of reagents sufficient for testing minimum 100 water samples.
3. The parameters to be analyzed and test method are as follows

No	Parameter	Test Method	Detection Range with unit
1	pH	Strip colour comparison	1 to 14
2	Turbidity	Visual comparison	0, 5, 10 NTU
3	Total hardness	Titrimetric Method	25 to 300 mg/l
4	Total Alkalinity	Titrimetric Method	10 to 300mg/l
5	Chloride	Titrimetric Method	10 to 300 mg/l
6	Ammonia	Visual colour comparison	0, 0.25, 0.5, 1 mg/l
7	Phosphate	Visual colour comparison	0,0.25, 0.5, 1,2 mg/l
8	Residual Chlorine	Visual colour comparison	0,0.2, 0.4, 0.6, 0.8, 1, 2 mg/l
9	Iron	Visual colour comparison	0, 0.3, 1, 3, 5 mg/l
10	Nitrate	Visual colour comparison	0, 10, 20, 30, 40, 80mg/l
11	Fluoride	Visual colour comparison	0, 1, 1.5, 2, 3, 5 mg/l
12	Total Coliform Bacteria	H ₂ S Strip Method	Present/ Absent

4. The procedure of analysis shall be simple and easy to follow.
5. The kits shall be self contained and have all necessary accessories for measurement, colour comparison and titration including glassware- syringes, fillers, stirrers, one pair of gloves, tissue paper etc.
6. Necessary safety directions and shelf life of reagents shall be shown on reagent bottles.

Tenderer

Executive Director

7. Each kit shall contain laminated instruction cards explaining procedure of analysis and colour charts showing concentration values.
8. Decontamination method for disposing used vials with strip shall be described in the instruction card.
9. Microbiological test kit and physical – chemical test kits shall be separately provided.
10. Separate vials containing H₂S Strip shall be provided in packs of 100
11. Three numbers of FTK Samples and Five numbers of H₂S vials shall be submitted to the tender inviting Authority on free of cost in a sealed packet with the address of the supplier immediately on submission of tender so as to reach PMU, KRWSA, Thiruvananthapuram within 3 days from tender due date as in the case of hard copy of tenders. The samples will be tested in an accredited laboratory for assessing the reliability and accuracy of results. If the sample tested does not satisfy the requirements, the bid will not be considered for technical evaluation of bids. The tenders submitted without the samples will be summarily rejected.
12. The shelf life of all items proposed for procurement under this tender should be for twenty four months from the date of supply.
13. Each kit shall exhibit the following clearly,
 1. “Supplied under Jal Jeevan Mission by, Kerala Rural Water Supply and Sanitation Agency (KRWSA), “
 2. **Place of delivery**
The kits shall be supplied at the Office of PMU, KRWSA, Thiruvananthapuram, RPMUs at Thodupuzha, Malappuram and Kannur. (Supply schedule will be provided along with supply order).
 3. On award of work the contractor should submit a realistic implementation schedule. He should start the work/supply and achieve progress of the works as per the accepted implementation schedule.
 4. The purchaser shall reject any goods or any part thereof that failed to pass any test and / or inspection or do not conform to the specification. The supplier shall replace such rejected goods or parts thereof to make the specifications at no cost to the purchaser.
 5. **Technical Support**
 The tenderer shall provide necessary technical support if found necessary during the analysis period using Field Test Kits supplied, on intimation by the Agreement Executing Authority.
 6. **If any of the conditions mentioned under chapters Tender Condition I and Tender condition II are in contradiction to any of the clauses in other conditions like general conditions or elsewhere in the document the clause/conditions of the Tender Conditions I and II shall prevail.**

FORM OF DECLARATION

1. I.....do hereby declare that none of my relations as per the list given in Section 6 and Schedule A of the Companies Act, 1956 is in charge of the above work or are having control over it.
2. I.....do hereby distinctly and expressly declare and acknowledge that I have read the Madras Detailed Standard Specifications and the preliminary specification therein.

Signature of contractor:

Name of Contractor:

NOTE:-If the Contractor is found at any stage to have suppressed any information required, his earnest money for the work is liable to be forfeited and the contract entered into, will stand cancelled.

Tenderer

Executive Director

FORMS OF AGREEMENT

(A) FORM OF PRELIMINARY AGREEMENT:

"Preliminary Agreement entered on thisday of..... Two Thousand and between **Executive Director , KRWSA** For and on behalf of KRWSA of the one part and Sri.....

.....
(full name and address of the tenderer) hereinafter called the contractor of the other part for the execution of the agreement as well as for the execution of JJM 2020-21 –Supply of Field Test kits & H₂S Vials for analysis of drinking water samples for WQM&S activities by Notification in the..... AND WHEREof the notice inviting tenders stated as follows:

Within **fifteen days** after the date when the acceptance of the tender has been intimated to him, the tenderer shall deposit Performance security/ additional performance security for the proper fulfillment of the same and shall execute an agreement for the work in the stipulated manner. If he fails to do this or in the case of the contract to maintain a specified rate of progress (to be specified in each case in the tender schedule) the earnest money and security deposit shall be forfeited to KRWSA and fresh tenders shall be called for or the matter otherwise disposed off. If as a result of such measures due to the default of the tenderer to pay the required deposit to KRWSA results in any loss to KRWSA, the same will be recovered from him as arrears of revenue. The original contractor shall have no claim whatever to the sum that may be due to the contractor on this or any other subsisting contracts or under the Revenue Recovery Act or otherwise the KRWSA may decide.

NOW THESE PRESENT WITNESS AND it is mutually agreed as follows:

The terms and conditions for the said contract having been stipulated in the said tender form to which the contractor has agreed, a copy of which forms part of this agreement, it is agreed that the terms and conditions stipulated therein shall bind the part to this agreement extend to which they are abrogated or altered by express terms and conditions herein agreed to and in which accept the express provisions herein all supersede those of the same tender form.

1. The contractor hereby agrees and undertakes to perform/fulfill all the operations and obligations with the execution of the said contract work JJM 2020-21 Supply of Field Test kits and H₂S Vials for analysis of drinking water samples for WQM&S activities

Tenderer

Executive Director

- .2. If the contractor does not come forward to execute the original agreement after the said work is awarded and selection notice issued in his favour commits breach of any of the conditions of the contract as stipulated in the NIT as quoted above within the period stipulated therein the KRWSA may rearrange the work otherwise or loss so sustained by the KRWSA can be realized from the contractor under Revenue Recovery Act as if arrears of land revenue as assessed, taking into consideration the prevailing PWD rate and after giving due notice to contractor. The acquisition taken by such authority officer or officers shall be final and conclusive and shall be binding on the contractor.
3. The tenderer further agrees that any amount found due to KRWSA under or by virtue of this agreement shall be recoverable from the contractor from his EMD and his properties movable and immovable as arrears of Land Revenue under the provisions of the Revenue Recovery Act for the time being or in any other manner as the KRWSA may deem fit in this regard.
4. The contractor further assures it is clearly understood that the settlement of claims either by part bills or by final bills will be made only according to the availability budget provision and allotment of funds to the divisional officer in charge of the work under respective heads of account in which the work is sanctioned and arranged and also subject to seniority of such bills. No claim for interest or for damages whatsoever shall be made for the belated settlement of claims of bills.

IN WITNESS WHERE OF Sri..... (*here the name of the officers of the KRWSA*) for on behalf of the Kerala Rural Water Supply Sanitation Agency (KRWSA) and Srithe tenderer have set their hands on the day and year firm above written signed by Sriofficer / officers of Kerala Rural Water Supply and Sanitation Agency.

In the presence of witness:

Executive Director

1.

2.

Signed and delivered by Sri.the contractor

1

2.

Note:-The form should be presented in Rs. 200/- valid stamp paper of Govt. of Kerala.

Tenderer

Executive Director

FORM OF FINAL AGREEMENT TO BE EXECUTED ON AWARD OF WORK

KRWSA-PMU/6/2021-TA (TECH)

CONTRACT AGREEMENT

[The successful Bidder shall fill in this form in accordance with the instructions indicated]

THIS CONTRACT AGREEMENT is made the [insert: **number**] day of [insert: **month**], [insert: **year**].

BETWEEN

(1) **Kerala Rural Water Supply & Sanitation Agency (Jalanidhi)**,
PTC Towers 3rd Floor, SS Kovil Road, Thampanoor, Thiruvananthapuram,
represented by the Executive Director and

(2)[insert name of Supplier], a corporation incorporated
under the laws of [insert: country of Supplier] and having its principal place
of business at [insert: address of Supplier] (hereinafter called “the
Supplier”).

WHEREAS the Purchaser invited bids for supply of 3000 Nos. of Field Test Kits and 300000 Nos of H₂S vials and ancillary services, viz., delivering at PMU Thiruvananthapuram and RPMUs at Thodupuzha, Malappuram and Kannur and the related services mentioned in the Schedule of requirements including transportation, packing, loading & unloading of those Goods and Services for a sum of **Rs./-[Rupees only] including GST (Unit price Rs...../- excluding GST)** (hereinafter called “the Contract Price”).

NOW THIS AGREEMENT WITNESSETH AS FOLLOWS:

1. In this Agreement words and expressions shall have the same meanings as are respectively assigned to them in the Conditions of Contract referred to.
2. The following documents shall constitute the Contract between the Purchaser and the Supplier, and each shall be read and construed as an integral part of the Contract Agreement. This Agreement shall prevail over all other contract documents: In the event of any discrepancy or inconsistency within the Contract documents, then the documents shall prevail in the order listed below.
 - a. The letter of Acceptance
 - b. This Contract Agreement
 - c. Letter of Bid – Technical Part
 - d. The Supplier’s letter of Bid – Financial Part and original completed Schedules including Price Schedules
 - e. Special Conditions of Contract I & II
 - f. General Conditions of Contract
 - g. Technical Requirements (including Schedule of Requirements and Technical Specifications)
 - h. *GCC 16.1 is modified as detailed below:-*

Tenderer

Executive Director

Payment shall be made in Indian Rupees in the following manner:

- i) **Payment: 90% payment on pro rate basis for the supply will be made on acceptance of supply by the consignee.**
- ii) **The balance 10 % will be paid on the successful completion of the contract.**

Payment shall be released from KRWSA PMU, Thiruvananthapuram after verification of the certificates/details obtained from the concerned Officers / Representatives as mentioned in the bid document.

All other conditions mentioned in the bid document are binding to this agreement.

3. In consideration of the payments to be made by the Purchaser to the Supplier as hereinafter mentioned, the Supplier hereby covenants with the Purchaser to provide the Goods and Services and to remedy defects therein in conformity in all respects with the provisions of the Contract.

4. The Purchaser hereby covenants to pay the Supplier in consideration of the provision of the Goods and Services and the remedying of defects therein, the Contract Price or such other sum as may become payable under the provisions of the Contract at the times and in the manner prescribed by the Contract.

IN WITNESS whereof the parties hereto have caused this Agreement to be executed in accordance with the laws of Government of India on the day, month and year indicated above.

For and on behalf of the Purchaser

Signed: *[insert signature]*

in the capacity of ***Executive Director, Kerala Rural Water Supply & Sanitation Agency***

in the presence of *[insert identification of official witness]*

1.

2.

For and on behalf of the Supplier

Signed: *[insert signature of authorized representative(s) of the Supplier]*

in the capacity of *[insert title or other appropriate designation]*

in the presence of *[insert identification of official witness]*

1.

2.

Note:-*The form should be presented in 0.1% of accepted PAC valid stamp paper of Govt. of Kerala at the time of execution of final agreement.*

Tenderer

Executive Director

Bill of Quantities (BoQ)

Sl. No.	Item Description	Quantity	Units	Estimated Rate	BASIC RATE In Figures To be entered by the Bidder Rs. P	TOTAL AMOUNT	TOTAL AMOUNT In Words
1	2	4	5	6	13	53	55
2	Field Test Kits with facility for testing 11 chemical parameters of water samples – pH, Turbidity, Total hardness, Total Alkalinity, Chloride, Ammonia, Phosphate, Residual Chlorine, Iron, Nitrate and Fluoride.	3000	Each	0.0000		0.00	INR Zero Only
3	Supply of H ₂ S Vials for examining bacteriological contamination of water samples.	300000	Each	0.0000		0.00	INR Zero Only
Total in Figures						0.00	Zero Only
Quoted Rate in Words		INR Zero Only					
Percentage of applicable GST		%					

Tenderer

Executive Director